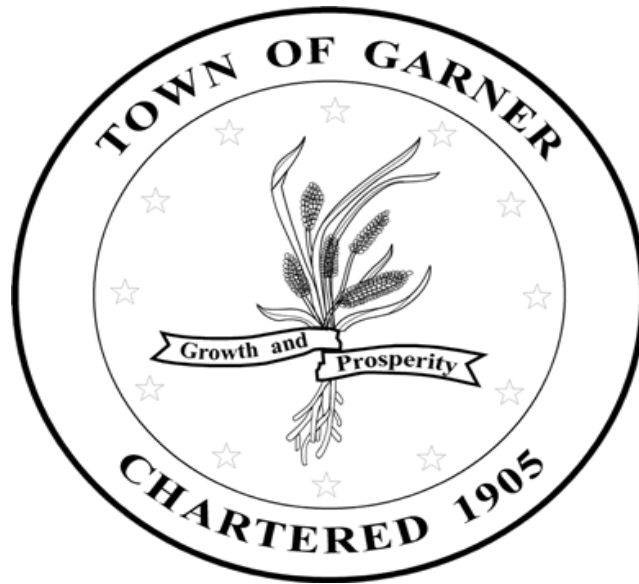


TOWN OF GARNER



TOWN COUNCIL MEETING

February 20, 2018
7:00 P.M.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Agenda
February 20, 2018**

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 7th Avenue.

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

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

- B. PLEDGE OF ALLEGIANCE: 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. Introduction of Miss Garner and Miss Garner Outstanding Teen Page 5
Presenter: Harold Garner, Executive Director of Miss Garner Pageant Association

Mr. Garner will introduce Miss Garner, Kaylee Spruille and Miss Garner Outstanding Teen, Madison Walker.

2. Update of Investment Portfolio Page 6
Presenter: Craig Robinson, PFM

Mr. Robinson will present an update of the Town's investment portfolio as of the end of December 2017 and recommendations for changes to the current investment policy.

- 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 28
Presenter: Stella Gibson, Town Clerk

Adopt minutes from the November 28, 2017, December 19, 2017, January 2, 2018, January 16, 2018 and February 5, 2018 Council Meetings and Closed Session minutes from December 19, 2017 and February 5, 2018.

Action: Adopt Minutes

2. Stop and Yield Conditions for Oak Park Subdivision Page 51
Presenter: Tony Chalk, Town Engineer

The Engineering Department is recommending approval of six (6) stop conditions and two (2) yield conditions within the Oak Park Subdivision to serve as basic traffic control measures.

Action: Approve Stop and Yield Conditions

3. Stop Conditions for Clifford Grove Subdivision Page 54
Presenter: Tony Chalk, Town Engineer

The Engineering Department is recommending approval of three (3) stop conditions within the Clifford Grove Subdivision to serve as basic traffic control measures.

Action: Approve Stop Conditions

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

1. Design Services for White Oak, Ackerman, and Hebron Church Road Intersection Improvements Project Page 58
Presenter: Het Patel, Senior Planner

Mr. Patel will present the Town's staff report for White Oak Road, Ackerman Road, and Hebron Church Road Intersection Improvements Project Request for Qualifications (RFQ) advertisement and consultant selection process which includes engineering services intersection improvements design contract scope of work with selected consultant (ARCADIS).

Action: Authorize Execution of Contract

2. ETJ Removal Request – Jack Parker Properties Page 71
Presenter: David Bamford, Planning Services Manager

Request to remove a 19.6-acre tract be removed from Garner’s ETJ and transferred back to Wake County.

Action: Adopt Resolution (2018) 2345

3. Additional Design Services for New Rand Road Sidewalk Page 83
Presenter: Tony Chalk, Town Engineer

Kimley-Horn has amended their design services agreement with the Town to design a sidewalk crossing over the railroad at New Rand and the installation of curb and gutter and sidewalk along Garner Road to connect to the sidewalk system.

Action: Authorize Contract Amendment

4. Sewer Project Award for US 70 to White Oak Creek Outfall Page 92
Presenter: Jonathan Ham, Asst. Town Engineer

The Engineering Department is recommending the US 70 to White Oak Creek Outfall Sewer Project to be awarded to The Wooten Company.

Action: Authorize Execution of Agreement

5. Introduction of FY 2018-19 Budget Process Page 109
Presenter: Mike Franks, Budget & Special Projects Manager

Staff will introduce the FY 2018-19 budget process, review key dates in the process, and discuss the Town Manager's priorities for developing the recommended budget.

Action: Discussion only; no action required

J. COMMITTEE REPORTS

K. LOBBYIST REPORT

L. MANAGER REPORTS

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

M. ATTORNEY REPORTS

N. COUNCIL REPORTS

O. CLOSED SESSION

Pursuant to N.C. General Statutes Section 143-318.11(a)(3) "to consult with the Town Attorney regarding litigation."

P. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Introduction of Miss Garner and Miss Garner Outstanding Teen		
Location on Agenda: Presentations		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Harold Garner, Executive Director of Miss Garner Pageant Association		
Brief Summary: Mr. Garner will introduce Miss Garner, Kaylee Spruille and Miss Garner Outstanding Teen, Madison Walker		
Recommended Motion and/or Requested Action: Presentation only; no action required		
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: No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Update of Investment Portfolio		
Location on Agenda: Presentations		
Department: Finance		
Contact: Pam Wortham, Finance Director		
Presenter: Craig Robinson, PFM		
<p>Brief Summary:</p> <p>Craig Robinson will give a presentation on the investment portfolio as of the end of December. He is also going to talk to Council about some recommendations he has for changes in our investment policy. The current policy with proposed changes is included for reference. Once Council provides feedback on the policy, the policy will be brought to a Council meeting in March for adoption.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Provide feedback on proposed changes</p>		
<p>Detailed Notes:</p> <p>PFM has reviewed our investment policy to ensure that the Town's investment portfolio is in compliance with our policy. They are recommending that we change our Portfolio Diversification to reduce the sector limits from 25% to 15% for Municipal Obligations, Commercial Paper, and Bankers' Acceptances. The changes are designed to reflect the short duration investment strategy of our policy.</p>		
<p>Funding Source: N/A</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Recommendations look reasonable; I support the direction of the Town's Portfolio and Finance Managers.</p>		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	PW	
Finance Director:	PW	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner, North Carolina

Statement of Investment Policy

~~Emily Lucas~~ Pam Wortham,
Finance Director

Adopted on: **XX-XX-XXXX**



Table of Contents

A.	INTRODUCTION.....	2
B.	SCOPE	2
C.	OBJECTIVES	3
D.	STANDARD OF PRUDENCE	3
E.	ETHICS AND CONFLICTS OF INTEREST.....	3
F.	DELEGATION OF AUTHORITY	3
G.	AUTHORIZED INVESTMENTS	4
H.	PORTFOLIO DIVERSIFICATION.....	6
I.	MAXIMUM MATURITY	6
J.	SECURITY DOWNGRADES	7
K.	INVESTMENT OF BOND PROCEEDS.....	7
L.	COLLATERALIZATION OF BANK DEPOSITS	7
M.	AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS.....	7
N.	ENGAGEMENT OF INVESTMENT MANAGERS	8
O.	COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS	8
P.	SAFEKEEPING AND CUSTODY.....	9
Q.	INTERNAL CONTROLS.....	9
R.	RECORDS AND REPORTS	9
S.	PERFORMANCE STANDARDS	10
T.	INVESTMENT POLICY ADOPTION.....	10

GLOSSARY

INVESTMENT POLICY CHANGES

Town of Garner, North Carolina
Department of Finance
Emily LucasPam Wortham

This Investment Policy has been established by the Town of Garner to ensure effective management of the day-to-day cash management and investment activity for the Town, and is designed to increase non-tax revenues by investing funds when not needed for current obligations.

The general custody of all funds requires the investment of those shall be in conformance with federal, North Carolina General Statute, and other legal requirements, including provisions of the North Carolina General Statutes, specifically the Local Government Budget and Fiscal Control Act, primarily NCGS 159-30, NCGS 159-31, NCGS 159-32, NCGS 159-33, and NCGS 159-33.1, and a comprehensive Investment Policy developed and maintained by the Town.

Questions or recommendations regarding these policies should be directed to the Finance Director who will consider the recommendations and implement any which she deems to be in the best interest of the Town.

Emily LucasPam Wortham, Finance Director

TOWN OF GARNER, NORTH CAROLINA INVESTMENT POLICY

A. INTRODUCTION

The cash and investment functions of the Town of Garner, North Carolina (the “Town”) are administered by the finance director. It is the policy of the Town that the investment and administration of its funds be made in accordance with North Carolina General Statutes (“NCGS”), The Local Government Budget and Fiscal Control Act, primarily NCGS 159-30, 159-31, 159-32, 159-33, 159-33.1, and the applicable provisions of any outstanding bond indebtedness, and this Investment Policy (the “Policy”). The Town shall be in complete compliance with all applicable federal, state and local laws and other regulations and statutes governing the investment of public funds.

The purpose of this Policy is to set general guidelines for the investment of the Town’s funds.

B. SCOPE

This Investment Policy applies to the cash and investment activities of the Town, except for its petty cash accounts, debt funds, fiduciary funds, proceeds from certain bond issuances and other post-employment benefits funds. All financial assets of other funds, including the general fund, the capital project funds, the debt service funds and other funds that may be created from time to time, shall be administered in accordance with the provisions of the Policy. For the purpose of this Policy, these funds are referred to as the “Investment Portfolio”.

The Town’s funds are accounted and reported in a series of accounts including the following:

Governmental Fund Types

Governmental Funds are those through which most governmental functions of the Town are financed. The acquisition, use, and balances of the Town’s expendable financial resources and the related liabilities (except those accounted for in the Proprietary Funds and similar trust funds) are accounted for through Governmental Funds. The measurement focus is based upon determination of changes in financial position, rather than upon net income determination. The following are the Town’s governmental funds types:

- General Fund – The General Fund is the general operating fund and is used to account for all financial resources except those required to be accounted for in another fund.
- Capital Projects Funds – Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by Proprietary Funds). The Town has one Capital Projects Funds.

Although all these assets and fund types may be pooled for investment purposes, they may be segregated as necessary for accounting and budgetary reporting purposes.

C. OBJECTIVES

1. All investments and deposits shall be in compliance with federal, North Carolina, and other legal requirements, including provisions of North Carolina Statutes, specifically The Local Government Budget and Fiscal Control Act, primarily NCGS 159-30, 159-31, 159-32, 159-33, 159-33.1, and Trust Agreements, where applicable.
2. The cash management and investment activities of the Town shall be conducted in a manner which is consistent with prevailing prudent business practices which may be applied by other public organizations of similar size and financial resources.
3. All investments and deposits will be managed to accomplish the following fundamental goals:
 - **Safety of Principal** - The single most important objective of the investment program is the preservation of principal of those funds within the Investment Portfolio.
 - **Maintenance of Liquidity** - The Investment Portfolio will be managed at all times with sufficient liquidity to meet all daily and seasonal needs, as well as to fund special projects and other operational requirements which are either known or which might reasonably be anticipated.
 - **Maximizing Return** - The Investment Portfolio shall be managed so as to maximize the return on investments within the context and parameters set forth by the safety and liquidity objectives above.

D. STANDARD OF PRUDENCE

All investments and deposits shall be in compliance with NCGS 159-30, 159-31, 159-32, 159-33, and 159-33.1. Public funds held and invested by the Town shall be held in trust for the citizens of the Town and any investment of such funds shall be made solely in the interest of the citizens of the Town and with the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The finance director and the finance director designees, shall exercise due diligence, shall not be held personally responsible for a specific security's credit risk or market price change provided these deviations are reported by the finance director to the Town's stakeholders in a timely manner and that reasonable and prudent action is taken to control adverse developments.

E. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the

investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial and investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

F. DELEGATION OF AUTHORITY

Authority to manage cash and the investment program is granted to the finance director and derived from NCGS 159-30, 159-31, 159-32, 159-33, and 159-33.1. The finance director shall act in accordance with established written procedures and internal controls for the management of cash and the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery versus payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral and depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the finance director. The finance director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the investment activities.

G. AUTHORIZED INVESTMENTS

The finance director may invest in the following securities that are in compliance with the NCGS 159-30. The finance director, however, may impose additional requirements and restrictions in order to ensure that the Town's goals are met. Permitted Investments include:

1. **U.S. Treasury Obligations.** Bills, notes and any other obligation or security issued by or backed by the full faith and credit of the United States Treasury. The final maturity shall not exceed a period of three (3) years from the time of purchase.
2. **Federal Agency Obligations.** Securities issued by any federal government agency or instrumentality or government sponsored enterprise with a rating of at least "AA" (or its equivalent) by at least two NRSROs, one of which will be either Moody's Investors Services, Inc., or Standard & Poor's, Inc., and which otherwise meet the requirements of NCGS 159.30(c)(2). The final maturity shall not exceed a period of three (3) years from the time of purchase.
3. **Municipal Obligations.** Bonds, notes and other general obligations of the State of North Carolina and its agencies, authorities, and local government unit or public authority, subject to such restrictions the secretary of the Local Government Commission may impose, upon which there is no default, and provided that the issuer has a rating of at least "AA" by Standard & Poor's and "Aa" by Moody's Investors Service. The final maturity shall not exceed three (3) years of the date of purchase.
4. **Commercial Paper.** "Prime quality" commercial paper, with a maturity of 270 days or less, bearing the highest rating of at least one nationally recognized statistical rating organization and not bearing a rating below the highest rating by

any nationally recognized statistical rating organization which rates the particular obligation.

5. **Banker's Acceptances.** Provided that the accepting bank or its holding company is either (1) incorporated in North Carolina or (2) has outstanding publicly held obligations bearing the highest rating by at least on nationally recognized statistical rating organization and not bearing a rating below the highest rating by any nationally recognized statistical rating organization which rates the particular obligations.
6. **Certificates of Deposit and Bank Deposit Notes.** Deposits at interest or savings certificates of deposit with any bank, savings and loan association or trust company in North Carolina, provided such deposits or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation ("FDIC") or are fully collateralized.
7. **Money Market Mutual Funds (Open-Ended Investment Funds).** Participating shares in a mutual fund for local government investment (such as the North Carolina Capital Management Trust) certified by the Local Government Commission,
8. **Local Government Investment Pool (LGIP).** A commingled investment pool established and administered by the State Treasurer pursuant to NCGS 147-69.3,
9. **Inter-Local Government Investment Pool.** A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to G.S. 160A-460 through G.S. 160A-464, if the investments of the pool are limited to those qualifying for investment under this subsection (c), and
10. **Repurchase Agreements.** Direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
 - a. Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;

- b. A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
- c. Such securities are free and clear of any adverse third party claims; and
- d. Such repurchase agreement is in a form satisfactory to the local government or public authority

H. PORTFOLIO DIVERSIFICATION

The Investment Portfolio shall be diversified by security type and institution. The maximum percentage of the portfolio permitted in each eligible security is as follows:

Permitted Investment	Sector Limit	Issuer Limit
U.S. Treasury Obligations	100%	100%
Federal Agency Obligations	100%	100%
Municipal Obligations	25 15%	5%
Commercial Paper	25 15%	5%
Bankers’ Acceptances	25 15%	5%
Certificates of Deposit and Bank Deposit Notes	25%	5%
Money Market Mutual Funds	100%	100%
LGIP	100%	100%
Repurchase Agreements	50%	25%

I. MAXIMUM MATURITY

Maintenance of adequate liquidity to meet the cash flow needs of the Town is essential. Accordingly, to the extent possible, the investment portfolio will be structured in a manner that ensures sufficient cash is available to meet anticipated liquidity needs. Whenever practical, selection of investment maturities will be consistent with the known cash requirements of the Town in order to minimize the forced sale of securities prior to maturity.

Unless matched to a specific cash flow, the Town will not directly invest in securities maturing more than three years from the date of purchase or in accordance with state and local statutes and ordinances.

To manage the volatility of the Investment Portfolio, the finance director shall determine an appropriate duration or weighted average maturity (“WAM”) target for the Investment Portfolio or for any separate fund identified in section B. Scope.

J. SECURITY DOWNGRADES

In the event that any security held in the Investment Portfolio is downgraded below the required rating by any NRSRO, the finance director shall be notified immediately and shall make a determination on the security's disposition.

K. INVESTMENT OF BOND PROCEEDS

The Town intends to comply with all applicable sections of the Internal Revenue Code as it related to Arbitrage Rebate and the investment of bond proceeds. All investment records will be maintained to ensure compliance with all regulations.

L. COLLATERALIZATION OF BANK DEPOSITS

As required by NCGS 159-31(b) full collateralization will be required on all funds on deposit or deposited at interest. The Town shall utilize the pooling method of collateralization and shall use only banking institutions approved by the North Carolina Local Government Commission.

M. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

The finance director will maintain a list of financial institutions and depositories designated by Town Council pursuant to NCGS 159-31 to act as its official depositories and to provide banking services. In addition, a list will be maintained of security broker-dealers designated by Town Council to provide investment services.

All broker/dealers who desire to provide investment services to the Town will be provided with current copies of the Town's Investment Policy. Before an organization can provide investment services to the Town, it must confirm in writing that it has received and reviewed the Town's Investment Policy.

At the request of the finance director, broker/dealers will supply the Town with information sufficient to adequately evaluate their financial capacity and creditworthiness. The following information will be provided:

- 1) Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- 2) Proof of Financial Institution Regulatory Authority ("FINRA") certification
- 3) Proof of state registration
- 4) Completed broker-dealer questionnaire
- 5) Certification of having read and understood and agreeing to comply with the Town's investment policy
- 6) Evidence of adequate insurance coverage.
- 7) A sworn statement by an authorized representative of the broker/dealer pledging to adhere to "Capital Adequacy Standards" established by the Federal Reserve Bank and acknowledging the broker/dealer understands that the Town has relied upon this pledge;
- 8) any additional information requested by the finance director in evaluating the creditworthiness of the institution.

Only firms meeting the following requirements will be eligible to serve as broker/dealers for the Town:

- 1) “Primary” dealers and regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of at least \$10,000,000;
- 3) Registered as a dealer under the Securities Exchange Act of 1934;
- 4) Member of the Financial Institution Regulatory Authority (“FINRA”);
- 5) Registered to sell securities in the State of North Carolina; and
- 6) Engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

The Town shall designate broker/dealers on an annual basis. If an external third-party Investment Manager is engaged, the finance director may designate that Investment Manger to maintain a list of approved broker/dealers

An annual review of the financial condition and registration of all qualified financial institutions, depositories and broker-dealers will be conducted by the finance director.

N. ENGAGEMENT OF INVESTMENT MANAGERS

The finance director may engage one or more qualified firms to provide investment management services for the Town. All investment management firms who desire to provide investment services to the Town will be provided with current copies of the Town’s Investment Policy. Before an organization can provide investment services to the Town, it must confirm in writing that it has received and reviewed the Town’s Investment Policy.

Only firms meeting the following requirements will be eligible to serve as investment manager for the Town:

- 1) Registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940;
- 2) Must provide to the Town an annual updated copy of Form ADV, Part II;
- 3) Must be registered to conduct business in the State of North Carolina; and
- 4) Must have proven experience in providing investment management services under NCGS 159-30.

Any firm engaged by the Town to provide investment services shall:

- 1) Maintain a list of approved security brokers/dealers selected by creditworthiness who are authorized to provide investment services in the State of North Carolina;
- 2) Provide monthly reports of transactions and holdings to the finance director;
- 3) Provide quarterly performance reports that display investment performance in comparison to the Town’s investment benchmarks and which show that the manager has solicited at least three bids for any security purchased or sold on behalf of the Town; and
- 4) Not collect any soft dollar fees from any broker/dealer or other financial firm in relation to services provided to the Town.

O. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

All securities purchases and sales will be transacted only with designated broker/dealers through a formal and competitive process requiring the solicitation and evaluation of at least three bids/offers, taking into consideration current market conditions. Electronic

bids will be accepted. The Town will accept the bid which, in the sole judgment of the finance director or his/her designee: (a) offers the highest rate of return within the maturity required; (b) optimizes the investment objective of the overall Investment Portfolio, including diversification requirements. When selling a security, the Town will select the bid that generates the highest sale price, consistent with the diversification requirements.

P. SAFEKEEPING AND CUSTODY

All investment securities purchased by the Town or held as collateral on deposits or investments shall be held by the Town or by a third-party custodial agent that may not otherwise be counterparty to the investment transaction. The custodian shall be a trust department with an account with a Federal Reserve Bank and authorized to act as trustee in North Carolina. The custodial agent shall annually provide a copy of its most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16.

All securities in the Town's Investment Portfolio will be held in the name of the Town and will be free and clear of any lien. Further, all investment transactions will be conducted on a delivery-vs.-payment basis. The custodial agent shall issue a safekeeping receipt to the Town listing the specific instrument, rate, maturity, and other pertinent information. On a monthly basis, the custodial agent will provide reports that list all securities held for the Town, the book value of holdings, and the market value as of month-end.

The Town officials and representatives of the custodial agent responsible for, or in any manner involved with, the safekeeping and custody process of the Town shall be bonded in such a manner as to protect the Town from losses from malfeasance and misfeasance.

Confirming copies of all investment transactions must be delivered to the Town or its custodial agent.

Q. INTERNAL CONTROLS

The finance director shall establish a framework of internal controls governing the administration and management of the Town's Investment Portfolio. Such controls shall be designed to prevent and control losses of Town monies arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by any personnel. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Compliance should be assured through the annual independent audit of the Town.

R. RECORDS AND REPORTS

The finance director will review an investment report on at least a quarterly basis as provided by external and/or internal investment managers.

The finance director shall report to Town Council on a regular basis, as determined by the Town Council. The Town Council may require additional information or clarification from the finance director either orally or in writing.

The reports to the Town Council shall consist of a summary of cash and investments by depository and a listing of all investments that includes investment types, cost, market value, maturity date, yield and average portfolio yield. A report shall be prepared for each calendar month as of the last day of that month.

The finance director shall submit to the Local Government Commission the semiannual reports on status of deposits and investments, and reports of financial information in accordance with the requirements of NCGS 159-33 and NCGS 159-33.1.

S. PERFORMANCE STANDARDS

The Investment Portfolio will be managed in accordance with the parameters specified within this policy, and designed to obtain at least a market level rate of return, given budgetary and economic cycles, commensurate with the Town's investment risk and cash flow needs. The Town's portfolio management approach will be active, allowing periodic restructuring of the Investment Portfolio to take advantage of current and anticipated interest rate movements.

The returns on the Investment Portfolio will be compared to a series of appropriate benchmarks and shall be established against which portfolio performance shall be compared on a regular basis. The benchmarks shall be reflective of the actual securities being purchased, the risks undertaken, and the benchmarks shall have a similar weighted average maturity as the Investment Portfolio. For funds having a weighted average maturity greater than 90 days, performance will be computed on a total return basis.

T. INVESTMENT POLICY ADOPTION

This policy and any amendments shall be formally approved and adopted by resolution of the Town Council. The finance director shall review the policy annually and bring any recommendation before the Town Council for consideration.

This policy is enacted by the Town of Garner, North Carolina this **XX day of XX, 2018.**

Rodney Dickerson~~Hardin Watkins~~, Town Manager

Stella Gibson~~Judy Bass~~, Town Clerk

Glossary of Terms

Bankers' Acceptance: a draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Benchmark: a comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Broker: brings buyers and sellers together for a commission.

Certificate of Deposit (CD): a time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

Collateral: securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper: An unsecured promissory note with a fixed maturity no longer than 270 days. Public offerings are exempt from SEC regulation.

Debenture: a bond secured only by the general credit of the issuer.

Delivery versus Payment: delivery of securities with an exchange of money for the securities. (See also "Delivery versus Receipt")

Delivery versus Receipt: delivery of securities with an exchange of a signed receipt for the securities. Also known as "free" delivery. (See also "Delivery versus Payment)."

Diversification: allocation investment funds among a variety of securities offering independent returns.

Federal Agency: government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets, also referred to as Government Sponsored Enterprises or GSEs. The largest are Ginnie Mae, Fannie Mae, Freddie Mac, Federal Home Loan Banks, Federal Farm Credit Bank, Tennessee Valley Authority.

Federal Funds: funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate: the rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open – market operations.

Liquidity: the ability of ease with which an asset can be converted into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be transacted at those quotes.

Market Value: the price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: a written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party’s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

Maturity: the date upon which the principal or stated value of an investment becomes due and payable.

Nationally Recognized Statistical Rating Organization (NRSRO): A credit rating agency which issues credit ratings that the U.S. Securities and Exchange Commission (the “SEC”) permits other financial firms to use for certain regulatory purposes. Several examples include Moody’s Investor Service, Standard & Poor’s and Fitch Ratings.

Portfolio: collection of securities held by an investor.

Primary Dealer: a group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

Rate of Return: the yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): a agreement under which the holder of securities sells these securities to an investor with a commitment to repurchase the securities at a fixed price on a fixed date. The security’s “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

Safekeeping: a service rendered by banks for a fee whereby securities and valuables of all types and descriptions are held by the bank for protection.

SEC Rule 15C3-1: see “Uniform Net Capital Rule”.

Securities and Exchange Commission (“SEC”): agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: a non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds: long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: the rate of annual income return on an investment, expressed as a percentage. Income/current yield is obtained by dividing the current dollar income by the current market price for the security. Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

North Carolina General Statute
Sub-Chapter III. Budget and Fiscal Control
Article 3.

The Local Government Budget and Fiscal Control Act
Part 3. Fiscal Control

§ 159-30. Investment of idle funds

(a) A local government or public authority may deposit at interest or invest all or part of the cash balance of any fund. The finance officer shall manage investments subject to whatever restrictions and directions the governing board may impose. The finance officer shall have the power to purchase, sell, and exchange securities on behalf of the governing board. The investment program shall be so managed that investments and deposits can be converted into cash when needed.

(b) Moneys may be deposited at interest in any bank, savings and loan association, or trust company in this State in the form of certificates of deposit or such other forms of time deposit as the Commission may approve. Investment deposits, including investment deposits of a mutual fund for local government investment established under subdivision (c)(8) of this section, shall be secured as provided in G.S. 159-31(b).

(b1) In addition to deposits authorized by subsection (b) of this section, the finance officer may deposit any portion of idle funds in accordance with all of the following conditions:

(1) The funds are initially deposited through a bank or savings and loan association that is an official depository and that is selected by the finance officer.

(2) The selected bank or savings and loan association arranges for the redeposit of funds in deposit accounts of the local government or public authority in one or more federally insured banks or savings and loan associations wherever located, provided that no funds shall be deposited in a bank or savings and loan association that at the time holds other deposits from the local government or public authority.

(3) The full amount of principal and any accrued interest of each deposit account are covered by federal deposit insurance.

(4) The selected bank or savings and loan association acts as custodian for the local government or public authority with respect to the deposit in the local government's or public authority's account.

(5) On the same date that the local government or public authority funds are redeposited, the selected bank or savings and loan association receives an amount of federally insured deposits from customers of other financial institutions wherever located equal to or greater than the amount of the funds invested by the local government or public authority through the selected bank or savings and loan association.

(c) Moneys may be invested in the following classes of securities, and no others:

(1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.

(2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.

- (3) Obligations of the State of North Carolina.
- (4) Bonds and notes of any North Carolina local government or public authority, subject to such restrictions as the secretary may impose.
- (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided that G.S. 159-30 Page 2 any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
- (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation.
- (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
- (8) Participating shares in a mutual fund for local government investment; provided that the investments of the fund are limited to those qualifying for investment under this subsection (c) and that said fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to G.S. 147-69.3.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to G.S. 160A-460 through G.S. 160A-464, if the investments of the pool are limited to those qualifying for investment under this subsection (c).
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
 - a. Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a G.S. 159-30 Page 3

safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the safekeeping receipt shall not be the provider of the repurchase agreement;

b. A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;

c. Such securities are free and clear of any adverse third party claims; and

d. Such repurchase agreement is in a form satisfactory to the local government or public authority.

(13) In connection with funds held by or on behalf of a local government or public authority, which funds are subject to the arbitrage and rebate provisions of the Internal Revenue Code of 1986, as amended, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.

(d) Investment securities may be bought, sold, and traded by private negotiation, and local governments and public authorities may pay all incidental costs thereof and all reasonable costs of administering the investment and deposit program. Securities and deposit certificates shall be in the custody of the finance officer who shall be responsible for their safekeeping and for keeping accurate investment accounts and records.

(e) Interest earned on deposits and investments shall be credited to the fund whose cash is deposited or invested. Cash of several funds may be combined for deposit or investment if not otherwise prohibited by law; and when such joint deposits or investments are made, interest earned shall be prorated and credited to the various funds on the basis of the amounts thereof invested, figured according to an average periodic balance or some other sound accounting principle. Interest earned on the deposit or investment of bond funds shall be deemed a part of the bond proceeds.

(f) Registered securities acquired for investment may be released from registration and transferred by signature of the finance officer.

(g) A local government, public authority, an entity eligible to participate in the Local Government Employee's Retirement System, or a local school administrative unit may make G.S. 159-30 Page 4 contributions to a Local Government Other Post-Employment Benefits Trust established pursuant to G.S. 159-30.1.

(h) A unit of local government employing local law enforcement officers may make contributions to the Local Government Law Enforcement Special Separation Allowance Fund established in G.S. 147-69.5. (1957, c. 864, s. 1; 1967, c. 798, ss. 1, 2; 1969, c. 862; 1971, c. 780, s. 1; 1973, c. 474, ss. 24, 25; 1975, c. 481; 1977, c. 575; 1979, c. 717, s. 2; 1981, c. 445, ss. 1-3; 1983, c. 158, ss. 1, 2; 1987, c. 672, s. 1; 1989, c. 76, s. 31; c. 751, s. 7(46); 1991 (Reg. Sess., 1992), c. 959, s. 77; c. 1007, s. 40; 1993, c. 553, s. 55; 2001-193, s. 16; 2001-487, s. 14(o); 2005-394, s. 2; 2007-384, ss. 4, 9; 2010-175, s. 1; 2013-305, s. 1.)

§ 159-31. Selection of depository; deposits to be secured.

(a) The governing board of each local government and public authority shall designate as its official depositories one or more banks, savings and loan associations, or trust companies in this State or, with the written permission of the secretary, a national bank located in another state. In addition, a unit or public authority, with the written permission of the secretary, may designate a state bank or trust company located in another state as an official depository for the purpose of acting as fiscal agent for the unit or public authority. The names and addresses of the depositories shall be reported to the secretary. It shall be unlawful for any public moneys to be deposited in any place, bank, or trust company other than an official depository, except as permitted by G.S. 159-30(b); however, public moneys may be deposited in official depositories in Negotiable Order of Withdrawal (NOW) accounts.

(b) The amount of funds on deposit in an official depository or deposited at interest pursuant to G.S. 159-30(b) shall be secured by deposit insurance, surety bonds, letters of credit issued by a Federal Home Loan Bank, or investment securities of such nature, in a sufficient amount to protect the local government or public authority on account of deposit of funds made therein, and in such manner, as may be prescribed by rule or regulation of the Local Government Commission. When deposits are secured in accordance with this subsection, no public officer or employee may be held liable for any losses sustained by a local government or public authority because of the default or insolvency of the depository. No security is required for the protection of funds remitted to and received by a bank, savings and loan association, or trust company acting as fiscal agent for the payment of principal and interest on bonds or notes, when the funds are remitted no more than 60 days prior to the maturity date. (1927, c. 146, s. 19; 1929, c. 37; 1931, c. 60, s. 32; c. 296, s. 7; 1935, c. 375, s. 1; 1939, c. 129, s. 1; c. 134; 1953, c. 675, s. 28; 1955, cc. 698, 724; 1971, c. 780, s. 1; 1973, c. 474, s. 26; 1979, c. 637, s. 1; 1981, c. 447, s. 2; 1983, c. 158, s. 3; 1999-74, s. 1.)

§ 159-32. Daily deposits.

Except as otherwise provided by law, all taxes and other moneys collected or received by an officer or employee of a local government or public authority shall be deposited in accordance with this section. Each officer and employee of a local government or public authority whose duty it is to collect or receive any taxes or other moneys shall deposit his collections and receipts daily. If the governing board gives its approval, deposits shall be required only when the moneys on hand amount to as much as two hundred fifty dollars (\$250.00), but in any event a deposit shall be made on the last business day of the month. All deposits shall be made with the finance officer or in an official depository. Deposits in an official depository shall be immediately reported to the finance officer by means of a duplicate deposit ticket. The finance officer may at any time audit the accounts of any

officer or employee collecting or receiving taxes or other moneys, and may prescribe the form and detail of these accounts. The accounts of such an officer or employee shall be audited at least annually. (1927, c. 146, s. 19; 1929, c. 37; 1939, c. 134; 1955, cc. 698, 724; 1971, c. 780, s. 1; 1973, c. 474, s. 27.)

§ 159-33. Semiannual reports on status of deposits and investments.

Each officer having custody of any funds of any local government or public authority shall report to the secretary of the Local Government Commission on January 1 and July 1 of each year (or such other dates as he may prescribe) the amounts of funds then in his custody, the amounts of deposits of such funds in depositories, and a list of all investment securities and time deposits held by the local government or public authority. In like manner, each bank or trust company acting as the official depository of any unit of local government or public authority may be required to report to the secretary a description of the surety bonds or investment securities securing such public deposits. If the secretary finds at any time that any funds of any unit or authority are not properly deposited or secured, or are invested in securities not eligible for investment, he shall notify the officer or depository in charge of the funds of the failure to comply with law or applicable regulations of the Commission. Upon such notification, the officer or depository shall comply with the law or regulations within 30 days, except as to the sale of securities not eligible for investment which shall be sold within nine months at a price to be approved by the secretary. The Commission may extend the time for sale of ineligible securities, but no one extension may cover a period of more than one year. (1931, c. 60, s. 33; 1971, c. 780, s. 1; 1979, c. 637, s. 2.)

§ 159-33.1. Semiannual reports of financial information.

The finance officer of each unit and public authority shall submit to the secretary on January 1 and July 1 of each year (or such other dates as the secretary may prescribe) a statement of financial information concerning the unit or public authority. The secretary may prescribe the information to be included in the statement and may prescribe the form of the statement. (1973, c. 474, s. 28.)

Disclaimer: These statutes may not be the most recent version. North Carolina may have more current or accurate information, no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on above. Please check official sources.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
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 November 28, 2017, December 19, 2017, January 2, 2018, January 16, 2018 and February 5, 2018 Council Meetings and Closed Session minutes from December 19, 2017 and February 5, 2018.		
Recommended Motion and/or Requested Action: Adopt Minutes		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Garner Town Council
Council Work Session Minutes
November 28, 2017**

The Council met in a Work Session at 6:00 p.m. on Tuesday, November 28, 2017 in the Town Hall Council Chambers located at 900 7th Avenue.

CALL MEETING TO ORDER/ROLL CALL

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

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, Pam Wortham-Finance Director, Rick Mercier-Communication Manager, Brandon Zuidema-Police Chief, BD Sechler-HR Director, William E. Anderson-Town Attorney, Patti Swartz-Payroll Specialist, and Rebecca Schlichter-Deputy Town Clerk.

Also Present: Sam Bridges, Town Lobbyist

ADOPTION OF AGENDA

Motion: Singleton
Second: Kennedy
Vote: Unanimous

REPORTS/DISCUSSION

Grow Garner Responsibly

Presenter: Rodney Dickerson, Town Manager

Mr. John Pickel, Ms. Carol Hutchison and Mr. Tim Montgomery represented the group Grow Garner responsibly and voiced the following concerns.

1. Concerns about traffic / safety on Aversboro Road during peak hours- generated by non-residents cutting through Buffaloe Road from NC 50 - and also generated by current development and will be generated by future development along this corridor.
2. Request that the Town undertake a traffic study for this area (current, reliable data) – to see where the traffic is coming from (to identify the problem).
3. Concerns about the NCDOT I-40 widening project that will divert more traffic over to NC 50 and may increase additional traffic on Aversboro Road until the project is completed around 2022.
4. Request to extend Aversboro Road concept south of Timber Drive to Buffaloe Road as depicted in the draft Garner Forward Transportation Plan.

Police Holiday Bank

Presenter: Rodney Dickerson, Town Manager

Mr. Dickerson and Mr. Sechler reviewed the purpose of the Holiday Bank to give sworn non-exempt staff the opportunity to take a full day off work to account for not being able to take advantage of holidays like employees that work a typical 5-day, 40-hour work week. The Holiday Bank was realized when the Finance Director advised the Town Manager that the Town needed to account for it as a liability in the Comprehensive Annual Financial Report. Although the current Personnel Policy states that officers should be paid for holidays, the practice has been to bank hours. There is a need going forward to clarify how Holiday Bank will be administered as it relates to time off, roll-over to sick leave, and payouts once an officer leaves employment. The Town Manager proposed the following recommendation as a starting point on how to address Holiday pay.

Effective: January 1, 2018

A. Require Current Holiday Banks to be reduced

- a. Use holiday leave prior to vacation
- b. Police leadership facilitate Holiday Bank time off
- c. Cap Holiday Bank to 220 hours as of July 1, 2018
- d. Holiday hours over 220 as of July 1, 2018 may be forfeited and may not be paid out
 - i. Exception: employees that leave Town of Garner employment will be paid out for Holiday hours earned prior to January 1, 2018

B. Long-term Cap hours

- a. Cap the number of hours at any given time to 147 for the year.
- b. 147 Cap would begin on July 1, 2019
- c. On July 1, 2019, any hours over 147 will be paid out as long as a reasonable effort was made to reduce total hours
- d. Once employee gets to 147, there is no additional accrual and excess hours will not be paid out or rolled over

C. Discontinue one-time dump at beginning of calendar year.

- a. Go to a dump twice per year which will give officers time to use leave and present less of burden on Finance than crediting hours as the holiday occurs
- b. Dump would occur on January 1 (73.5 hours) and July 1 (73.5 hours)
- c. Dump begins January 2018

D. Discontinue payouts

- a. Develop policy that prohibits payout of Holiday hours when employee leaves Town employment

E. Budget for Software

- a. Explore option for timesheet management program for Town- wide use
- b. In the meantime, Police administration will assist payroll specialist as much as possible with timesheets and calculation of Holiday Bank hours

F. Other Clarifications

- a. Holiday hours accrued for each officer would be based on their normal work day

Council consensus after discussion was to support the Town Managers recommendation with the following changes.

- Purchase the new software for the finance payroll.

- Update policy to end the practice of paying out accrued but unused holiday bank time beginning with accruals earned as of January 1, 2018.
- Adjust to one dump in January of each year.

Staff will prepare a comprehensive policy update to the holiday bank program and submit to Council for consideration at upcoming meeting.

COUNCIL REPORTS

Marshburn

- Reported that he had a discussion with a local business owner about some homeless residents loitering outside the local businesses issues on 5th avenue. He would like to see if there is a way to bring different organizations together to work on a solution as this is not just a police problem but a community concern.

Behringer

- A resident requested to have a sidewalk on Creech Road to Garner Road.
- Requested that staff look at corner of Creech and Garner Road as the corner is hard to navigate as the vegetation is overgrown and the road is too narrow for large trucks to navigate.
- Tour of Homes Tickets for sale.

Singleton

- Praised Mr. Sechler for his presentation on Benefit Analysis at the work session.
- Requested an update on installation of other wood items in the lobby.

Kennedy

- Reported that Garner Fire Department has named their three people for the MOU committee. Requested Mr. Roylance to schedule this meeting.
 1. Nancy Anderson
 2. Kenny Walker
 3. Joe Sample as alternate
- Reported the next public meeting for the police department is December 14th.

MANAGER REPORTS

- Reported that the parade information and instructions were distributed.

ADJOURNMENT: 9:15 p.m.

Motion: Kennedy
 Second: Singleton
 Vote: Unanimous

**Town of Garner
Town Council Meeting Minutes
December 19, 2017**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

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

Staff Present: Rodney Dickerson-Town Manager, Matt Royslance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager, Development Services, Rick Mercier-Communications Manager, David Bamford-Planning Services Manager, Joe Stallings-Economic Development Director, Pam Wortham-Finance Director, BD Sechler-Human Resources Director, Brandon Zuidema-Police Chief, Lori Smith-Police Captain, Joe Binns-Police Captain, Thad Anderson-Attorney, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk

Also Present: Sam Bridges-Lobbyist

PLEDGE OF ALLEGIANCE: Robert Keifer Froom from Cub Scout Pack 391 lead the pledge of allegiance.

INVOCATION: Pastor Michael Darbouze, delivered the invocation.

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Marshburn
Second: Johns
Vote: Unanimous

PRESENTATIONS

CONSENT

Council Member Johns requested to remove item no. 7 (Resolution Declaring Surplus Property) for discussion.

Motion: Kennedy
Second: Singleton
Vote: Unanimous

Council Member Johns inquired about the condition of the vehicle being replaced. Ms. Wortham responded the vehicle was determined to need replacement by the VERT team and any profits made from the sale would be placed in the general fund and can be used later in the year.

Motion: Johns

Second: Singleton
Vote: Unanimous

PUBLIC HEARINGS

NEW/OLD BUSINESS

Police Department Holiday Leave

Presenter: Rodney Dickerson-Town Manager, BD Sechler-Human Resources Director, Brandon Zuidema, and Pam Wortham-Finance Director

Mr. Dickerson presented an overview of previous discussions concerning the holiday bank and presented the following for consideration.

At the November Work Session, a recommendation addressing the implementation of holiday leave and the banking of hours for sworn, non-exempt police officers was presented. After discussion and feedback from Town Council and staff, the recommendation has been amended. One point of clarification is the handling of existing leave that was accrued prior to January 1, 2018 from holiday hours that may be accrued after January 1, 2018. The recommendation will also revert to a single deposit of holiday leave hours should the Town Council choose to go that route. There were also several follow up questions about how the program is administered for various working and off-duty officers. The information below provides responses to those questions as well as a draft policy for consideration.

The Town of Garner has historically provided all employees with paid leave days in recognition of holidays that occur throughout the calendar year; for the recent past, the Town has given twelve (12) days of paid leave.

For employees working traditional Monday-Friday schedules, these days have been scheduled on the actual holiday(s) if the holiday occurs on a weekday or on the weekday(s) closest to the recognized holiday if the holiday occurs on a weekend. This is done to ensure that holidays do not occur on a scheduled day off for employees working traditional Monday-Friday schedules.

For sworn, non-exempt police officers, these paid leave days have been provided in a holiday bank at the beginning of the calendar year. Each employee is provided with the number of hours necessary to allow them to take twelve paid leave days based on their work schedule.

Because of the need for police coverage 24 hours-a-day / 365 days-a-year, the requirement for minimum staffing, and police officers working non-traditional schedules, sworn non-exempt officers cannot realistically be scheduled for these days. Instead, these employees are provided the flexibility to choose which twelve scheduled work days they take off during the year.

Recommended changes to current holiday leave policy for sworn non-exempt officers:

For the purposes of this proposal, “Existing Holiday Leave” (EHL) refers to any holiday leave accrued prior to January 1, 2018. As the result of past practice, this leave is compensable time and must be paid out if not used by the employee; if the employee separates from the Town or gets promoted to an exempt position, the leave must be paid out at the employee’s current rate of pay.

“Holiday Leave 2018” (HL18) refers to any holiday leave accrued on or after January 1, 2018. This leave will be accrued on an annual basis and will be “use it or lose it” time that is only valid for paid leave in the calendar year it is awarded. There will be no cash payouts associated with this leave and it will not constitute a liability to the Town.

In order to transition from our current practice of a non-expiring, compensable holiday leave bank (EHL) to an annual bank of “use it or lose it” holiday leave (HL18) we must close out the EHL in a reasonable period of time. In order to do this, we are recommending some payout of EHL in order to bring those banks to zero and eliminate the liability that currently exists. With that in mind, the following is recommended:

- A. Require EHL banks to be reduced through employee use of EHL:
 - 1. Continue to mandate use of EHL before use of vacation or compensatory time earned leave is used.
 - 2. Mandate use of EHL for paid leave before allowing any use of HL18 for paid leave.
 - 3. Police Department supervisors will continue to require employees with balances over 147 hours to take time off to reduce those banks.
 - 4. All sworn non-exempt employees will be expected to reduce their EHL bank to 147 hours or less by June 30, 2018.
- B. Payout remaining EHL banks as of June 30, 2018:
 - 1. Any remaining EHL banks as of June 30, 2018 will be paid out at straight time at the employee’s current pay rate up to 147.
 - 2. Any employee with an EHL balance of more than 147 hours will keep that balance for future use as it is “earned” time that cannot be taken back without compensation. The remaining EHL balance will have to be used before any other paid leave (other than sick time) is used by the employee.
- C. Begin utilizing HL18 effective January 1, 2018:
 - 1. All sworn non-exempt employees will be provided with a holiday bank of hours that equates to twelve (12) days of paid leave based on their work schedule as of January 1.
 - 2. The holiday leave provided on January 1 is available for use up through December 31, 2018. The holiday leave bank is then zeroed out on December 31, 2018 and a new bank of leave is provided for the following year on January 1. There is no carryover or payout for unused HL18 leave.
 - 3. If an employee separates from employment or is promoted to an exempt position after receiving their annual holiday bank but before all twelve Town holidays have occurred:
 - a. If they have EHL hours in their bank, those hours must be paid out at straight time at their current hourly rate. This should only be an issue in 2018 as we anticipate all EHL hours being used and/or paid out in 2018.
 - b. If they have HL18 hours in their bank for holidays that have already occurred, there is no payout for those hours.
 - c. If they have taken HL18 hours for holidays that have not yet occurred, they are responsible for “repaying” those hours by either replacing the used hours with other paid leave hours or by having the cost of those hours withheld from their final paycheck.
 - d. Upon promotion or termination, HL18 hours received but not earned (holiday has not occurred) will be forfeited.
 - 4. If an employee changes work schedule during the year:
 - a. If the employee moves from a shorter day to a longer day, they will be credited additional HL18 hours for any Town holidays that have not yet occurred in the calendar year.
Ex. An SRO is transferred back to patrol in August; the officer would be credited an additional 3.75 hours of HL18 leave for each remaining holiday for the difference between the SRO workday (8.5 hours) and the patrol officer workday (12.25 hours). With seven (7) remaining holidays, the employee would be credited an additional 26.25 hours of leave.

- b. If the employee moves from a longer day to shorter day, they will have HL18 hours deducted from their bank for any Town holidays that have not yet occurred in the calendar year. If this results in a negative HL18 balance, hours will be transferred from another paid leave category to address the negative balance.
Ex. A patrol officer is transferred to CID as a detective in August; the officer would have 3.75 hours of HL18 leave deducted for each remaining holiday for the difference between the patrol officer workday (12.25 hours) and the CID workday (8.5 hours). With seven (7) remaining holidays, it would be a deduction of 26.25 hours. If the employee has 26.25 or more hours of HL18 leave available, it would be a straight deduction from the HL18 bank. If the employee has less than 26.25 hours of HL18 leave available, it would be a deduction of all the hours in the HL18 bank and the remaining HL18 hours used over would be charged to another allowable paid leave category to balance to zero.
5. If an employee is hired mid-year, the employee will be credited HL18 leave for each Town holiday that has not yet occurred in the calendar year. The employee will be credited hours based on their work schedule (normally the 12.25 hour day as a new patrol officer).

Ms. Wortham expressed concern regarding the impact this proposal to the new payroll system as the hours would need to be tracked separately.

Council Member Singleton felt the 'pay as you go' option would be a better solution as this would actually provide the employee with an increase in salary; however, this would impact the flexibility currently in place.

After considerable discussion, Council Member Kennedy made a motion to approve the policy as presented, get an update in the first quarter on draw-down and another update on July 1. Any adjustments could be made to the policy at that time.

Motion: Kennedy
Second: Marshburn

Further discussion: Council Member Singleton stated he was not going to support this motion as he felt increasing compensation was important. Many other Towns who utilized a holiday bank have transitioned to the 'pay as you go' option.

Mayor Pro Tem Marshburn asked to amend the motion regarding payout for any employees up to 147 hours as of June 30 (one-time payout in 2018).

Second: Kennedy
Vote: 4-1; Council Member Singleton voted nay

Primary motion:
Vote: 4:1; Council Member Singleton voted nay

MANAGER REPORTS

- Finance Report
- Building & Permit Report
- NAI Carolantic Real Estate Conference – January 17 at the PNC Arena

- TCC Coffee Chat – January 17
- Progress in Motion Railroad Conference – January 24 at Marriott Center, Downtown Raleigh
- Public Works Holiday Luncheon – December 22 @ GPAC

Mr. Hodges provided an update of the recent CAMPO meeting where the 2045 transportation plan was discussed. Staff will continue to work with CAMPO on specific alignment of Jones Sausage Road once scoring for projects is complete in March.

ATTORNEY REPORTS

Mr. Anderson requested three closed sessions.

COUNCIL REPORTS

Kennedy

- Asked for an update on the Rec Center project; staff responded the concrete pad needs to be poured and adjustments needed to be made to readjust the water line. Staff will follow-up on.
- Reported a lot for sale on Buffalo road in the vicinity of Misty Meadow which may allow access to the greenway.
- Reported completion of the YMCA is expected in January.
- Asked about the possibility of meeting with Jessica Holmes at the January Work Session.

Singleton

- Sent a memo to staff in November after the Council's Planning Retreat regarding the following topics: Lakemoor/South Garner Greenway project, increased utilization of the concession stand at South Garner Park, wi-fi availability at some of the Town's parks, traffic/pedestrian hazards at the intersection of Buffalo Road and Aversboro Road.

Johns

- Asked when the bridge on Highway 50 will be remodeled. Mr. Dickerson responded NCDOT is in the planning stage and no update is available at this time.

Behringer

- Asked to revisit the idea of working with younger generations and recruiting them.

Marshburn

Had nothing to report.

Williams

- Reported a scheduled meeting with a resident wishing to donate 100K to the Rec Center.

Mr. Bridges reported attending the Metro Mayors Conference where the future of the organization was discussed. It was decided they would hire an Executive Director and remain separate from the League. Discussion will continue to determine how the two organizations can work together.

Reported attending the Board of Education meeting and stated a new principal was named for South Garner when it opens next fall (Rodrick Brewington).

CLOSED SESSION

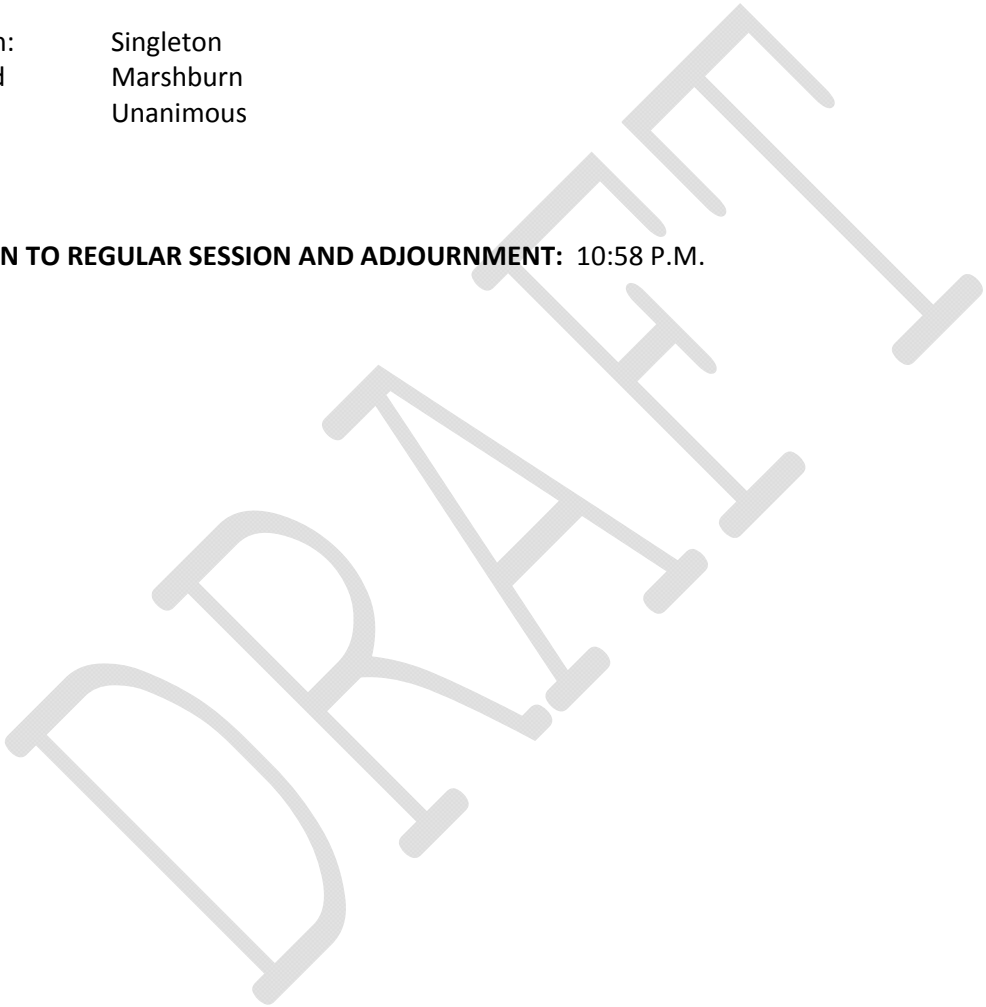
Pursuant to N.C. General Statutes 143-318.11(a)(3) to discuss litigation and specifically Case #16-CVS-15166 – Davenport v Town of Garner & ADW Architects.

Pursuant to N.C. General Statutes N.C. General Statutes 143-318.11(a)(5) to discuss possible real estate acquisition and the Town’s negotiating position regarding such real estate.

Pursuant to N.C. General Statutes 143-318.11(a)(4) to discuss economic development.

Motion: Singleton
Second Marshburn
Vote: Unanimous

RETURN TO REGULAR SESSION AND ADJOURNMENT: 10:58 P.M.



**Town of Garner
Town Council Meeting Minutes
January 2, 2018**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

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

Staff Present: Rodney Dickerson-Town Manager, Matt Royslance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager, Development Services, Rick Mercier-Communications Manager, Jeff Triezenberg-Planning Director, David Bamford-Planning Services Manager, Pam Wortham-Finance Director, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk

PLEDGE OF ALLEGIANCE: Council Member Kathy Behringer

INVOCATION: Council Member Kathy Behringer

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Marshburn
Second: Johns
Vote: Unanimous

PRESENTATIONS

CONSENT

Ordinance Amending FY2017/2018 Operating Budget

Presenter: Pam Wortham, Finance Director

Budget amendment to allow the purchase of a new vehicle for the Information Technology Department.

Action: Approve Ordinance (2018) 3897

Ordinance Amending FY2017/2018 Operating Budget

Presenter: Pam Wortham, Finance Director

This budget amendment is to recognize the revenue associated with East Wake Television sending 50% of the pass-through funds from the State back to us to support half of the cost of the Communications Specialist position. This amendment also adjusts the budget to reflect that this position is a full-time position with benefits, which is different from the supplemental position without benefits originally approved in the FY 2017-18 budget.

Action: Approve Ordinance (2018) 3898

Stipulation of Dismissal – Calvin Davenport, Inc. v Town of Garner & ADW Architects, 16-CVS-15166

Presenter: William E. Anderson, Town Attorney

This civil lawsuit against the Town for monies claimed by the contractor on the contract price and via proposed change orders has been resolved, without the payment of any funds to the contractor by the Town or the architect, by the filing of a Stipulation of Dismissal.

Action: Authorize Execution of Stipulation of Dismissal

Motion: Council Member Kennedy made a motion to approve item #1 and remove items #2 and #3 for further discussion.

Second: Johns

Vote: Unanimous

Item #2: Council Member Kennedy asked for clarification regarding the budget amendment relating to the Communications Specialist position. Mr. Dickerson explained this position resulted from the Town's need to produce additional videos and media. Staff asked to delay filling this position until the PEG Media Board had met to discuss. The PEG Media Partners would return ½ of the payments from the State to the Town. As this position was filled in October and this budget amendment will provide funding through the current fiscal year. This position will be fully funded in the FY18/19 budget. Council Member Kennedy also asked how the fund balance was used. Ms. Wortham responded in the annual budget appropriation, \$549K in fund balance was used. Of that \$362K (about 2/3 of the total) was used for radios for police and fire, \$940K for carryover purchases from last year, \$3,600 for the UCAP program, \$20,000 for copier overages, \$63,800 for legal services and a lift at the PW garage, and additional funding of \$2,267 to fund the Communication Specialist position. As of the last one, the Town has budgeted to use \$1,579,168 for FY 2018

Amend Item #2

Motion: Kennedy

Second: Marshburn

Vote: Unanimous

Item #3: Council Member Kennedy made the public aware that at times the Town is involved in lawsuits and in this instance, the result was favorable.

Amend Item #3

Motion: Kennedy

Second: Singleton

Vote: Unanimous

PUBLIC HEARINGS

Mayor Williams stated the following was a quasi-judicial hearing to consider a Special Use Permit and a public hearing to consider a Comprehensive Growth Amendment and asked the Town Attorney to explain the procedures to be followed during these hearings. The Clerk administered the Affirmation of Oath to the following: Graham Smith, Jeff Triezenberg, Isabel Mattox, and Robert Abramovich.

Mayor Williams asked the Council to disclose any ex parte communications regarding these projects. Hearing none, Mayor Williams opened the public hearing and asked Mr. Triezenberg to provide the staff report.

Special Use Permit SUP-SP-17-05, TranSource Garner Facility

Presenter: Jeff Triezenberg, Planning Director

Mr. Triezenberg stated this request was for special use site plan approval for a truck sales and service facility at 4200 Waterfield Drive.

Action: Approve Special Use Permit SUP-SP-17-05

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

Motion: Kennedy
Second: Marshburn
Vote: Unanimous

Comprehensive Growth Plan Amendment GP 17-03, New Rand Road

Presenter: David Bamford, Planning Services Manager

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

Mr. Triezenberg explained the area in question is the southeast corner of the intersection of US 70 E and New Rand Road. A group of 8 tracts have been assembled for possible development. The applicant, LRC Realty, has filed a long-range plan amendment to change the 2006 plan's future land use designation from "Neighborhood Secondary Residential" to "Neighborhood Activity Center." This would allow neighborhood-scale retail in this area. Due to timing issues for the applicant, they wish to proceed now and not wait for the adoption of the Garner Forward Plan.

Council discussed the impact this amendment would have on the amount of traffic in the area and the impact to long-term residents in the area.

Council questioned the need to approve the request now when the Garner Forward Plan will be completed soon.

Ms. Mattox explained this request was a result of a timing issue as the applicant has properties under contract and wanted to see if the Town would be interested in supporting development in this area.

Mr. Abramovich stated the developer was already in discussions with perspective clients.

Mayor Williams closed the public hearing and asked if those attending would like to speak.

Speaking on behalf of the property owners were Wilma Dunston, Lillie Sanders, James Andrews, Freddie Hinnett, and Mickey Hinnett. Concerns expressed related to destroying the integrity of the neighborhood, increases in traffic, possibility of higher property taxes and the overall impact to long-term residents.

Mr. Lithicum stated efforts were made to minimize the impact on residents and he was not forcing them to sell. A lot was set aside to serve as a buffer and he believes this development will improve the aesthetics of the area and improve property values.

Ms. Mattox stated this project would allow goods and services that will be walkable for neighborhoods. The northern portion of the neighborhood already has commercial use. Hearing negativity and concerns of the Council and residents, it may be better to wait for the Garner Forward plan to be adopted and the applicant is happy to defer the request until then.

Motion: Table until Garner Forward is adopted
Second: Behringer
Vote: Unanimous

NEW/OLD BUSINESS

COMMITTEE REPORTS

MANAGER REPORTS

- garner info
- Mr. Hodges advised notification regarding correspondence from NCDOT regarding the environmental study for 540. Approval was received several months ahead of time. The next step is the comments period.
- TCC Coffee Chat – January 17 at Town Hall
- NAI Carolantic Real Estate Conference – January 17 at the PNC Arena
- Reported the Country Walk Subdivision met Condition #7 of Conditional Use Permit – PD-MP-17-01 approved at the November 6 meeting and asked that the applicant be released from any further conditions. Council consensus to release Condition #7.

ATTORNEY REPORTS

COUNCIL REPORTS

Marshburn

- Asked for a refresh on the use of iPads
- Encouraged Council to attend the MLK celebration on January 14 at 4:00 p.m. at the GPAC

Behringer

- Thanked the Public Works Department for trimming the overgrowth on Creech Road.
- Asked if it was possible to remove the turn lane on Creech Road. Mr. Chalk stated NCDOT would be hesitant to remove as it allows stacking for the school.

Johns

- Asked if improvements could be made to the Rand Road & Smith Street to minimize the risk of accidents/vehicle damage.

Singleton

- Expressed concern regarding students being dropped off late in the day in areas with no streetlights.

Kennedy

- Recognized the Public Works Department for repairs to Thompson Road sidewalks.

Marshburn

- Stated he appreciated staff hanging Christmas decorations.

ADJOURNMENT: 9:48 p.m.

DRAFT

**Town of Garner
Town Council Meeting Minutes
January 16, 2018**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

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

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager, Development Services, Rick Mercier-Communications Manager, BD Sechler-Human Resources Director, Pam Wortham-Finance Director, Brandon Zuidema-Police Chief, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk

PLEDGE OF ALLEGIANCE: Council Member Jackie Johns

INVOCATION: Council Member Jackie Johns

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Kennedy
Second: Marshburn
Vote: Unanimous

PRESENTATIONS

Recognize Retirement of Sergeant Troy Young and Officer David Taylor
Presenter: Rodney Dickerson, Town Manager and Brandon Zuidema, Police Chief

Mr. Dickerson and Chief Zuidema recognized Sergeant Troy Young and Officer David Taylor for their many years of dedicated service to the Town.

CONSENT

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Minutes from the October 31, 2017, November 6, 2017, November 21, 2017 and December 4, 2017 Council Meetings.

Action: Adopt Minutes

Real Estate Purchase - 112 Rand Mill Road

Presenter: William E. Anderson, Town Attorney and John Hodges, Assistant Town Manager-Development Services

The property at 112 Rand Mill Road has been offered for sale. The owners have accepted an offer to purchase in the amount of \$210,000.

Action: Authorize Purchase of Property

Resolution Authorizing Disposition of Personal Property (David Taylor)

Presenter: Brandon Zuidema, Police Chief

Recognize service weapon and badge of Officer David Taylor as disposable property so it can be awarded to him in recognition of his retirement from the Town after 18 years of service.

Action: Adopt Resolution (2018) 2341

Resolution Authorizing Disposition of Personal Property (Troy Young)

Presenter: Brandon Zuidema, Police Chief

Recognize service weapon and badge of Sergeant Troy Young as disposable property so it can be awarded to him in recognition of his retirement from the Town after 29 years of service.

Action: Adopt Resolution (2018) 2342

Resolution Authorizing Disposition of Personal Property (Gunnar)

Presenter: Brandon Zuidema

Recognize K9 Officer Gunnar of Platoon Leader Eric Ankarstran as disposable property, so that he can be awarded to PL Ankarstran in recognition of Gunnar's retirement from the Town after six years of service.

Adopt Resolution (2018) 2343

Veteran's Advisory Committee By-Laws

Presenter: Rob Smith, Asst. PRCR Director

The Veterans Advisory Committee is requesting to change the by-laws from the current meeting schedule of every other month on Monday to once a quarter on the second Monday of the meeting month.

Action: Authorize Change to By-Laws

Motion: Johns
Second: Singleton
Vote: Unanimous

PUBLIC HEARINGS

NEW/OLD BUSINESS

Lobbyist Activity Report

Presenter: Sam Bridges, Town Lobbyist

Mr. Bridges serves as a lobbyist for the Town and represents the Town as it relates to State Legislative matters as a supplement to the representation provided by other quasi-governmental entities. Mr. Bridges serves as a Town liaison to Wake County Commissioners, Wake County School Board, City of Raleigh, transportation agencies and others as appropriate for regional and cross-governmental matters. Mr. Bridges reported attending meetings with several of these organizations and provided a brief overview of those meetings. Mr. Bridges will provide an update of his activities on a monthly basis.

Action: Report Only; No Action

COMMITTEE REPORTS

MANAGER REPORTS

- garner info
- Building & Permit Report
- Finance Report
- TCC Coffee Chat postponed (possible dates 1/31 or 2/28)
- NAI Carolantic Conf. rescheduled to 1/22
- GPAC Volunteer Appreciation Dinner rescheduled to 1/25
- Senior Center Black History Month Celebration – 2/7
- Reported Chief Zuidema will be sworn in as President at the Annual Banquet for the North Carolina Association of Chiefs of Police on 1/23

ATTORNEY REPORTS

COUNCIL REPORTS

Marshburn

- Asked what the completion date was for the parking lot at GPAC. Mr. Hodges responded work began last week, but at this time no completion date is available.
- Reported a pothole on Aversboro Road across from Timber Drive headed south.
- Asked for a tour of the Rec. Center when appropriate.
- Asked for time at the next Work Session to discuss the process of conducting the Manager's annual evaluation.

Behringer

- Asked for introduction of new employees at Council Meetings.
- Reported standing water near the Hardees on Vandora Springs Road.

Singleton

- Reported uneven paving on Aversboro Road near the YMCA.

Kennedy

- Asked for an updated construction schedule for the Rec. Center
- Asked if the Town was working toward hiring a consultant for the greenway project on Buffalo Road. Mr. Roylance stated contract negotiations are in progress and should be available for Council review in February.

ADJOURNMENT: 8:16 p.m.

**Town of Garner
Town Council Meeting Minutes
February 5, 2018**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

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

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, Rick Mercier-Communications Manager, Brandon Zuidema-Police Chief, Jeff Triezenberg-Planning Director, David Bamford-Planning Services Manager, William E. Anderson-Town Attorney, and Stella Gibson-Town Clerk

PLEDGE OF ALLEGIANCE: Council Member Jackie Johns

INVOCATION: Council Member Jackie Johns

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Marshburn
Second: Johns
Vote: Unanimous

PRESENTATIONS

Council Member Behringer presented a Proclamation declaring the month of February 2018 as Black History Monthy.

Mr. Elmo Vance of the MLK Celebration Committee presentation of the MLK Dream in Action Award to Kathy Taylor.

CONSENT

Ordinance Amending FY2017/2018 Operating Budget (Benefits Study Contract)

Presenter: Pam Wortham, Finance Director

Pursuant to the discussion held during the Council Retreat in November, Human Resources staff contracted with a company to provide an in-depth review of the Town's employee benefits package. This budget amendment will appropriate \$7,900 from fund balance to cover the cost of the contract.

Action: Adopt Ordinance (2018) 3899

Resolution Declaring Unpaid Nuisance Abatements as Liens

Presenter: Pam Wortham, Finance Director

This Resolution authorizes unpaid nuisance abatement fees to be filed with Wake County Revenue as liens to real property and added to the property owner's tax bill. The properties listed have unpaid abatements more than 30 days old.

Action: Adopt Resolution (2018) 2344

Town Appointee to the Fire Department Board of Directors

Presenter: Rodney Dickerson, Town Manager

Ms. Nancy Anderson was appointed by the Town Council to the Fire Department Board of Directors with a term expiration of Nov. 18, 2017. She has requested reappointment as the Town Appointee for an additional 2-year term.

Action: Authorize Reappointment

Motion: Johns
Second: Singleton
Vote: Unanimous

PUBLIC HEARINGS

Mayor Williams stated the following requests were for a quasi-judicial hearing and two annexations and asked the Town Attorney to explain the procedures to be followed during the hearings. The Clerk administered the Affirmation of Oath to the following: Jeff Triezenberg and Pamela Porter.

Mayor Williams asked the Council to disclose any ex parte communications regarding these projects. Hearing none, Mayor Williams opened the public hearing and asked Mr. Triezenberg to provide the staff report.

Conditional Use Permit CUP-SP-17-30, Saad Building

Mr. Triezenberg stated this request was for conditional use site plan approval for a flex space building located at the intersection of Raynor Road and Bricksteel Lane.

Ms. Porter was in attendance to answer any questions regarding the request.

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

Action: Approve CUP-SP-17-30

Motion: Kennedy
Second: Behringer
Vote: Unanimous

Annexation Petition ANX 17-08, Springfield Baptist Church

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

Mr. Bamford stated this request from Springfield Baptist Church requesting annexation in order to connect to public water connection along Auburn-Knightdale Road.

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

Action: Adopt Ordinance (2018) 3900

Motion: Singleton

Second: Kennedy

Vote: Unanimous

Annexation Petition, Hebron Church Road

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

Mr. Bamford stated the Town purchased the property at 8101 Hebron Church Road (5.7 acres) in 2017 to provide future public street access to the 115-acre Meadowbrook site, which has already been annexed. This separate tract on Hebron Church Road also needed to be annexed.

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

Action: Adopt Ordinance (2018) 3901

Vote: Kennedy

Second: Singleton

Vote: Unanimous

NEW/OLD BUSINESS

COMMITTEE REPORTS

Council Member Kennedy reported the ad hoc committee working on the Memorandum of Understanding with the GVFR was scheduled to meet tomorrow.

MANAGER REPORTS

- garner info
- United Way end of campaign lunch tomorrow at White Deer Park

ATTORNEY REPORTS

COUNCIL REPORTS

Behringer

- Reported standing water near the railroad tracks on East Garner near Vandora. Mr. Dickerson responded this area falls within the jurisdiction of NCDOT and staff had contacted them on multiple occasions to report the problem.
- Asked for an update on the possibility of removing the turn lane on Creech Road. Mr. Dickerson responded staff met to draft a letter to outline available options and considerations. Council requested these options as well as costs be provided.

Marshburn

- YMCA ribbon cutting scheduled for February 22

Singleton

- Expressed appreciation to those who worked during the recent snow events

Kennedy

- Asked that Tony Chalk attend the next meeting and provide an update on the construction of the Rec Center.

Council Member Johns had nothing to report.

CLOSED SESSION

Pursuant to N.C. General Statutes Section 143-318.11(a)(5) to discuss possible real estate acquisition and the Town's negotiating position regarding such real estate".

RETURN TO REGULAR SESSION AND ADJOURNMENT: 8:11 p.m.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Stop Condition and Yield Condition Approval - Oak Park 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 of six (6) stop conditions and two (2) yield conditions within the Oak Park Subdivision to serve as basic traffic control measures.		
Recommended Motion and/or Requested Action: Approve stop conditions and yield conditions at designated intersections withing Oak Park.		
Detailed Notes: See attached memo and map.		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TOWN OF GARNER
ENGINEERING DEPARTMENT
MEMORANDUM

TO: Town Council

FROM: Tony Chalk, PE, PLS
Town Engineer

DATE: February 20, 2018

SUBJECT: Stop and Yield Conditions within Oak Park Subdivision

The Engineering Department is recommending the following street intersections for a stop condition:

	<u>Stop Condition</u>	<u>Through Condition</u>
1	Gunderson Lane	New Bethel Church Road
2	Belleforte Park Circle	Gunderson Lane
3	Lemoyne Court	Gunderson Lane
4	Gunderson Lane	Belleforte Park Circle
5	Belleforte Park Circle	Edmer Lane
6	Edmer Lane	Gunderson Lane

The Engineering Department is recommending the following street intersections for a yield condition:

	<u>Yield Condition</u>	<u>Through Condition</u>
1	Gunderson Lane	One-way Circle (Gunderson Lane)
2	Gunderson Lane	One-way Circle (Gunderson Lane).

These stop conditions and yield conditions will serve as basic traffic control measures. Please let me know if there are any questions.

I, DAVID K. BRUBAKER, P.L.S. HEREBY CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, AS DESCRIBED IN DEEDS AND MAPS OF RECORD OR OTHER REPUTABLE SOURCES; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY HAND AND SEAL THIS 14TH DAY OF DECEMBER, A.D., 2017

PROFESSIONAL LAND SURVEYOR L-2968



LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
LOT AREA (SFT)	TOTAL AREA (AC)	ADD. RES3	LOT AREA (SFT)	TOTAL AREA (AC)	ADD. RES3	LOT AREA (SFT)	TOTAL AREA (AC)	ADD. RES3
1	36657	0.842	104	97	11285	0.259	1197	192
2	37508	0.748	108	98	11740	0.270	1195	141
3	14803	0.340	128	99	11886	0.273	1191	142
4	13117	0.301	132	112	10191	0.234	1037	143
5	10029	0.230	136	113	9071	0.208	107	144
6	9590	0.220	140	114	10423	0.239	113	145
7	9472	0.217	144	115	13442	0.309	119	146
8	9400	0.217	148	116	20491	0.470	125	147
9	9482	0.218	152	117	17058	0.406	124	148
10	9481	0.217	156	118	24172	0.555	118	149
11	9460	0.217	160	119	13508	0.310	112	150
12	9459	0.217	164	120	10918	0.251	106	151
13	9454	0.217	168	121	12339	0.283	117	152
14	9452	0.217	172	122	10486	0.241	107	153
15	9589	0.220	176	123	13298	0.305	119	154
16	10199	0.234	180	124	12137	0.279	119	155
17	11111	0.255	184	125	10307	0.237	107	156
18	12707	0.292	188	126	9000	0.207	104	157
19	14339	0.329	192	129	9000	0.207	120	158
20	12545	0.289	196					
21	12017	0.278	200					
22	16961	0.369	184					
23	12767	0.293	188					
24	10890	0.250	112					
25	9460	0.217	116					
26	9001	0.207	120					

- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO PERFORM A SUBDIVISION AND EASEMENT DEDICATION SURVEY ON THE PROPERTIES OF OAK PARK INVESTORS, LLC BEARING NC PIN 1629-02-2912 & 1629-01-2910, REAL ESTATE ID NUMBER 9423 & 445978, WITH A DEED REFERENCE OF DB 16781, PG 521 & DB 16372, PG 1303 AND PLAT REFERENCE OF BOOK OF MAPS 2017, PG 851 RECORDED IN THE WAKE COUNTY REGISTRY.
 - NO TITLE REPORT FURNISHED.
 - AREAS COMPUTED BY COORDINATE METHOD.
 - PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
 - ALL DISTANCES SHOWN ON SURVEY ARE BEARING HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED. BASIS OF BEARING SHOWN HEREON IS BM 2017, PG 851.
 - WETLANDS WERE NOT INVESTIGATED OR NOTED ON THIS SITE.
 - GRID COORDINATES SHOWN HEREON ARE DERIVED FROM INFORMATION SHOWN ON A RECOMBINATION SURVEY BY RICHARD W. PENN, PLS ENTITLED "RECOMBINATION PLAT FOR OAK PARK DEVELOPERS" DATED APRIL 27, 2017 RECORDED IN BOOK OF MAPS 2017 PAGE 851 OF THE WAKE COUNTY REGISTRY. ALL PROPERTY CORNERS SET ARE 5/8" IRON REBAR UNLESS OTHERWISE NOTED HEREON.
 - ALL PROPERTY CORNERS FOUND ARE 5/8" IRON REBAR UNLESS OTHERWISE NOTED HEREON.
 - ALL PUBLIC DRAINAGE EASEMENTS 20' CENTERED ON UTILITIES.
 - ALL NEW LOTS FRONTED BY 10' STREET TREE EASEMENT.

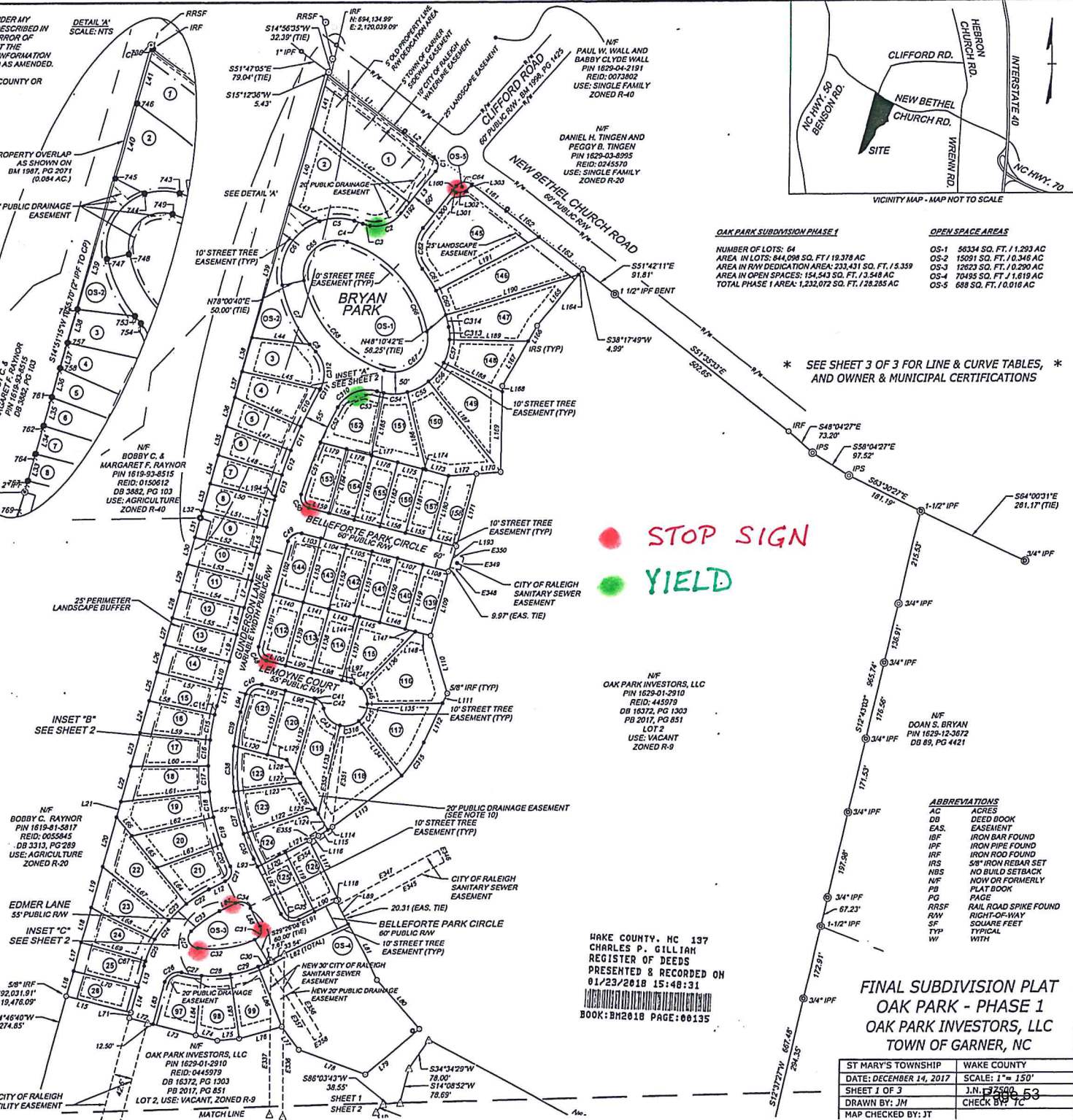
LEGEND

PROPERTY LINE SURVEYED
 ADJ. PROPERTY LINES
 TIE LINES
 UTILITY EASEMENT
 OLD PROPERTY LINES
 EXISTING IRON PIPE FOUND
 EXISTING IRON REBAR FOUND
 EXISTING CONC MONUMENT FOUND
 IRON REBAR SET
 COMPUTED EASEMENT POINT
 PROPERTY ADDRESS

LOT NUMBERS
 OPEN SPACE

SCALE 1"=150'

0' 150' 300'



OAK PARK SUBDIVISION PHASE 1

NUMBER OF LOTS: 64
 AREA IN LOTS: 844,098 SQ. FT. / 19.378 AC
 AREA IN RW DEDICATION AREA: 233,431 SQ. FT. / 5.359 AC
 AREA IN OPEN SPACES: 154,543 SQ. FT. / 3.548 AC
 TOTAL PHASE 1 AREA: 1,232,072 SQ. FT. / 28.285 AC

OPEN SPACE AREAS

OS-1 56334 SQ. FT. / 1.293 AC
 OS-2 15091 SQ. FT. / 0.346 AC
 OS-3 12623 SQ. FT. / 0.290 AC
 OS-4 70495 SQ. FT. / 1.619 AC
 OS-5 688 SQ. FT. / 0.016 AC

● STOP SIGN
 ● YIELD

NF
 OAK PARK INVESTORS, LLC
 PIN 1629-01-2910
 REID: 445978
 DB 16372, PG 1303
 PB 2017, PG 851
 LOT 2
 USE: VACANT
 ZONED R-9

WAKE COUNTY, NC 137
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 01/23/2018 15:48:31
 BOOK: B12018 PAGE: 06135

FINAL SUBDIVISION PLAT
OAK PARK - PHASE 1
OAK PARK INVESTORS, LLC
TOWN OF GARNER, NC

ST MARY'S TOWNSHIP	WAKE COUNTY
DATE: DECEMBER 14, 2017	SCALE: 1"= 150'
SHEET 1 OF 3	J.N. 27500 53
DRAWN BY: JM	CHECK BY: TC
MAP CHECKED BY: JT	

THIS DRAWING PREPARED AT THE RALEIGH OFFICE
 510 UNIVERSITY ROAD, SUITE 101, RALEIGH, NC 27607
 TEL: 919-876-1100 FAX: 919-876-1101
 NORTH CAROLINA LICENSE NUMBER C-1930

Technology
 Infrastructure
 Residential
 Site Development

TIMMONS GROUP

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Stop Condition Approval - Clifford Grove 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 of three (3) stop conditions within the Clifford Grove Subdivision to serve as basic traffic control measures.		
Recommended Motion and/or Requested Action: Approve stop conditions at designated intersections within the Clifford Grove Subdivision.		
Detailed Notes: See attached memo and map.		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TOWN OF GARNER
ENGINEERING DEPARTMENT
MEMORANDUM

TO: Town Council

FROM: Tony Chalk, PE, PLS
Town Engineer

DATE: February 20, 2018

SUBJECT: Stop Conditions within Clifford Grove Subdivision

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

	<u>Stop Condition</u>	<u>Through Street</u>
1	Clifford Road	Whitetail Deer Lane
2	Whitetail Deer Lane	Axis Deer Lane
3	Whitetail Deer Lane	Axis Deer Lane

These stop conditions will serve as basic traffic control measures. Please let me know if there are any questions.

GENERAL NOTES

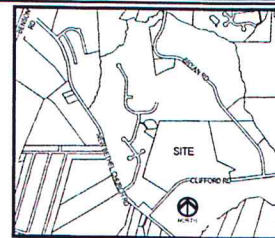
- 1) THE PURPOSE OF THIS PLAT IS TO PERFORM A SUBDIVISION OF LAND ON THE PROPERTY OF D.R. HORTON, INC. CREATING 51 LOTS WITH DEED REFERENCE DB 16675 PG 2443, PLAT REFERENCE BM 2017 PG 97, BEARING PIN 1629-15-1493
- 2) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
- 3) 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.
- 4) UNIT OF MEASUREMENT IS U.S. SURVEY FEET (FT) UNLESS SPECIFICALLY NOTED AS METERS (M).
- 5) ALL DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED, GROUND INFORMATION, UNLESS SPECIFICALLY NOTED AS "GRID". SITE LOCALIZATION BY CE GROUP, INC. ON 6/14/2016, NORTH: 695 253 6130 EAST: 2 121.965 3010 WITH A COMBINED SCALE FACTOR OF 9.99990429.
- 6) INTERIOR SIDE SETBACK DISTANCE LESS THAN 10 FEET REQUIRES A FIVE-FOOT PROPERTY MAINTENANCE EASEMENT BE PROVIDED ON THE ADJOINING LOT.
- 7) SEE SHEET 4 OF 4 FOR LINE AND CURVE 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.

J. S. Boyd 1-25-18
 REVIEW OFFICER

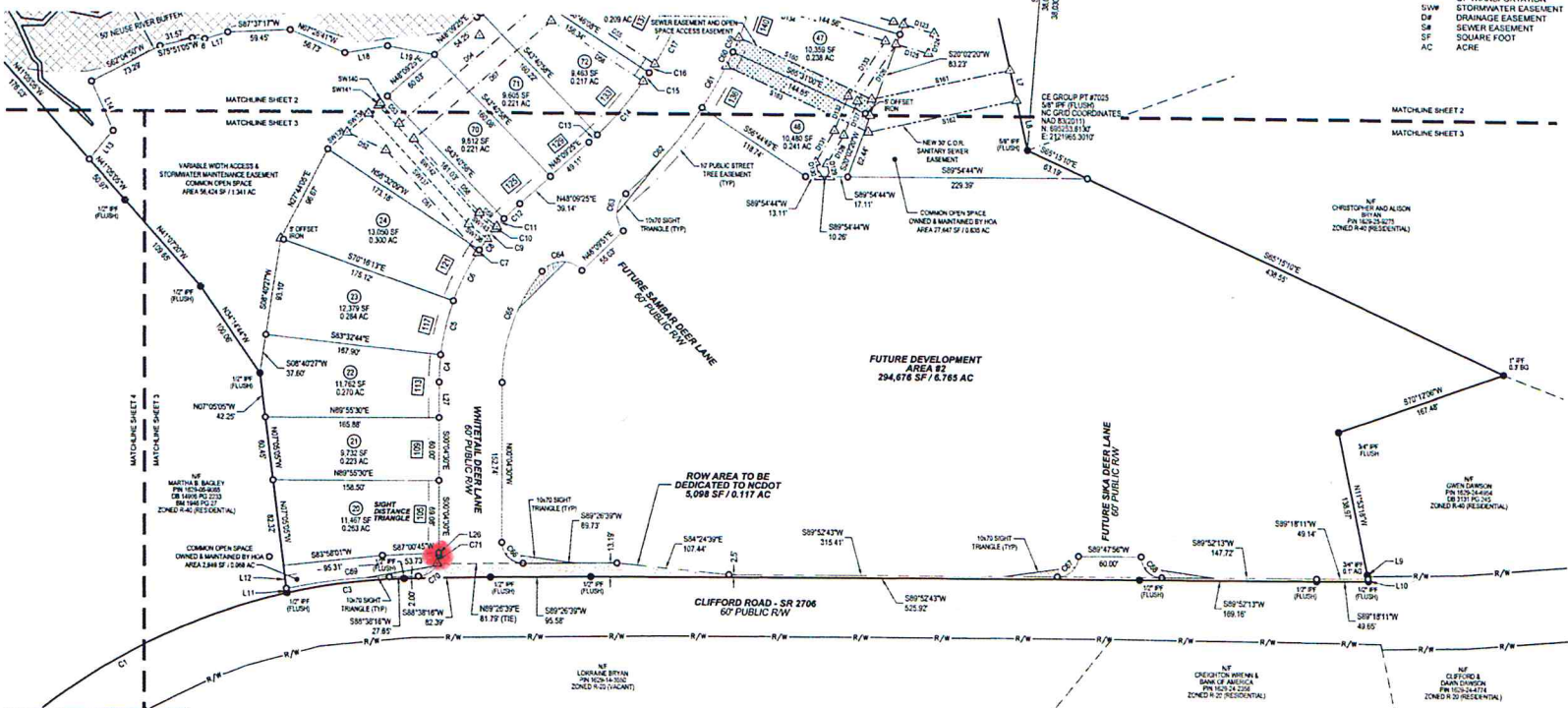


CE GROUP
 301 GLENWOOD AVE. 220
 RALEIGH, NC 27603
 PHONE: 919-367-8700
 FAX: 919-233-0032
 www.cegroupinc.com
 License # C-1739

NO.	REVISION	DATE
1	ISSUE	11/11/2017
2	ADD PLAN TO CAD DRAWING	12/22/17
3	ADD PLAN TO CAD DRAWING	12/22/17
4	REVISED CAD DRAWING	12/22/17
5	REVISED CAD DRAWING	12/22/17

- ABBREVIATIONS**
- CMF CONCRETE MONUMENT FOUND
 - DB DEED BOOK
 - EX EXISTING
 - IPF IRON PIPE FOUND
 - IPS IRON PIPE SET
 - NF NOW OR FORMERLY
 - PL PLAT BOOK
 - PD PAGE
 - PKS PK NAIL SET
 - ROW RIGHT OF WAY
 - C.O.R. CITY OF RALEIGH
 - NC DOT NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 - 5/W/ STORMWATER EASEMENT
 - D/W DRAINAGE EASEMENT
 - S/E SEWER EASEMENT
 - SF SQUARE FOOT
 - AC ACRE

● STOP SIGN



HATCH LEGEND

- DRAINAGE EASEMENT
- SEWER EASEMENT
- ACCESS EASEMENT
- STORMWATER MAINTENANCE EASEMENT
- 10X70 SIGHT TRIANGLE

LINE LEGEND

- PROPERTY LINE (P.L.)
- P.L. NOT SURVEYED
- WETLAND/STREAM BUFFER LINE
- UNDISTURBED PERMANENT BUFFER LINE
- DRAINAGE EASEMENT LINE
- SEWER EASEMENT LINE
- ACCESS EASEMENT LINE
- STREET TREE EASEMENT LINE
- STREAM BANK LINE

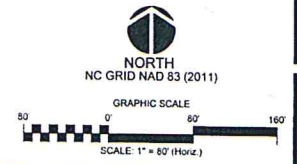
SETBACK TABLE

ZONING	FRONT	SIDE - MINIMUM	REAR
R-1C-168	25'	15'	20'

PROPERTY DATA

CURRENT OWNER: D.R. HORTON
 OWNER ADDRESS: 8001 ARROWWIDGE BLVD. CHARLOTTE, NC 28273-5604
 1629-15-1493 DB 16675 PG 2443
 PLAT REFERENCES: BM 2017 PG 97, R 6 C 168

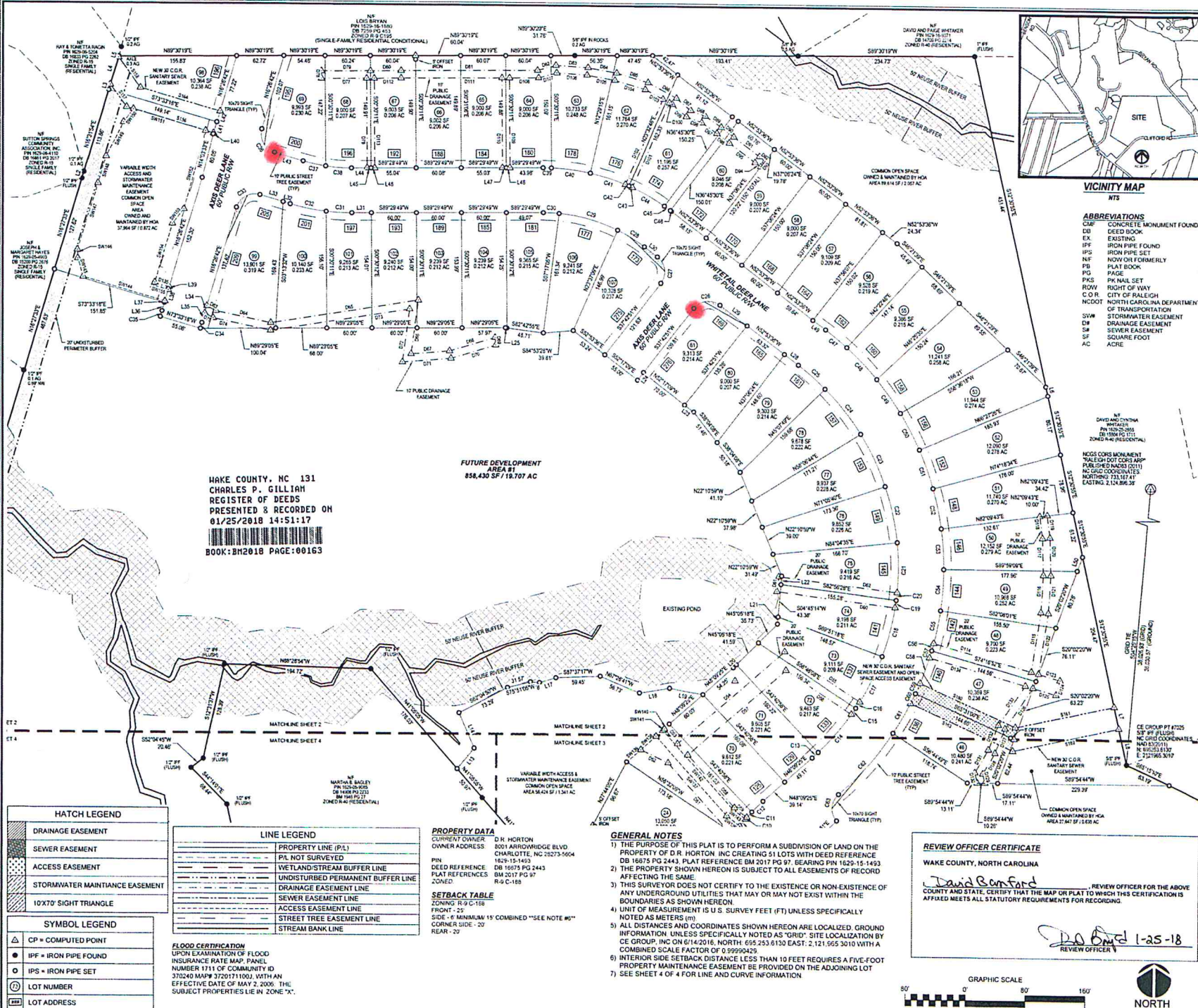
WAKE COUNTY, NC 132
 CHARLES P. GILLIAN
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 01/25/2018 14:51:17
 BOOK: 8H2018 PAGE: 00164



MAJOR SUBDIVISION PLAT
 CLIFFORD GROVE PHASE 1
 FOR
 D.R. HORTON, INC.
 ST. MARY'S TOWNSHIP-WAKE COUNTY-NORTH CAROLINA

Date: 1/23/2017
 Scale: 1" = 60'
 Drawn: ARP
 Checked: JSS
 Project No.: 139-02
 Computer Date: None
 Project: 16675-000

Sheet No: **3**
 OF 4



HAKE COUNTY, NC 131
 CHARLES P. GILLIAM
 REGISTER OF DEEDS
 PRESENTED & RECORDED ON
 01/25/2018 14:51:17
 BOOK: BM2018 PAGE: 00163

FUTURE DEVELOPMENT
 AREA #1
 85,430 SF / 19,707 AC

HATCH LEGEND	
	DRAINAGE EASEMENT
	SEWER EASEMENT
	ACCESS EASEMENT
	STORMWATER MAINTENANCE EASEMENT
	10X70' SIGHT TRIANGLE

SYMBOL LEGEND	
	CP = COMPUTED POINT
	IPF = IRON PIPE FOUND
	IPS = IRON PIPE SET
	LOT NUMBER
	LOT ADDRESS

LINE LEGEND	
	PROPERTY LINE (P/L)
	P/L NOT SURVEYED
	WETLAND/STREAM BUFFER LINE
	UNDISTURBED PERMANENT BUFFER LINE
	DRAINAGE EASEMENT LINE
	SEWER EASEMENT LINE
	ACCESS EASEMENT LINE
	STREET TREE EASEMENT LINE
	STREAM BANK LINE

PROPERTY DATA
 CURRENT OWNER: D.R. HORTON
 OWNER ADDRESS: 8001 ARROWHOOD BLVD, CHARLOTTE, NC 28273-5604
 PIN: 16-9-15-1403
 DEED REFERENCE: DB 16075 PG 2443
 PLAT REFERENCES: BM-2017 PG 47, R-9 C-168

SETBACK TABLE
 ZONING: R-9 C-168
 FRONT: 25'
 SIDE: 6' MINIMUM 15' COMBINED *SEE NOTE #6*
 CORNER SIDE: 20'
 REAR: 20'

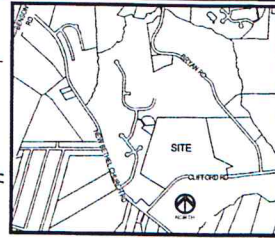
GENERAL NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO PERFORM A SUBDIVISION OF LAND ON THE PROPERTY OF D.R. HORTON, INC CREATING 51 LOTS WITH DEED REFERENCE DB 16075 PG 2443. PLAT REFERENCE BM 2017 PG 97. BEARING PIN 1620-15-1403
- 2) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
- 3) 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.
- 4) UNIT OF MEASUREMENT IS U.S. SURVEY FEET (FT) UNLESS SPECIFICALLY NOTED AS METERS (M).
- 5) ALL DISTANCES AND COORDINATES SHOWN HEREON ARE LOCALIZED. GROUND INFORMATION UNLESS SPECIFICALLY NOTED AS "GRID" SITE LOCALIZATION BY CE GROUP, INC ON 01/14/2018. NORTH: 695 253 6130 EAST: 2 121 955 3010 WITH A COMBINED SCALE FACTOR OF 0.99990429.
- 6) INTERIOR SIDE SETBACK DISTANCE LESS THAN 10 FEET REQUIRES A FIVE-FOOT PROPERTY MAINTENANCE EASEMENT BE PROVIDED ON THE ADJOINING LOT
- 7) SEE SHEET 4 OF 4 FOR LINE AND CURVE INFORMATION

REVIEW OFFICER CERTIFICATE
 WAKE COUNTY, NORTH CAROLINA

David Sanford
 REVIEW OFFICER FOR THE ABOVE COUNTY AND STATE. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATE IS AFFILED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 1-25-18
 REVIEW OFFICER



ABBREVIATIONS

CMF	CONCRETE MONUMENT FOUND
DB	DEED BOOK
EX	EXISTING
IPF	IRON PIPE FOUND
IPS	IRON PIPE SET
NF	NOW OR FORMERLY
FB	FLAT BOOK
PG	PAGE
PKS	PK NAIL SET
ROW	RIGHT OF WAY
C.O.R.	CITY OF RALEIGH
NC DOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SWM	STORMWATER EASEMENT
DEM	DRAINAGE EASEMENT
SE	SEWER EASEMENT
SF	SQUARE FOOT
AC	ACRE

CE GROUP
 301 GLENWOOD AVE 220
 RALEIGH, NC 27603
 PHONE: 919-367-8790
 FAX: 919-233-0032
 www.cegroupinc.com
 License # C-1729



NO.	REVISION	DATE
1	ADD NEW ZONING TO ADJACENT PROPERTY	11/17/18
2	ADD REVIEW COMMENTS TOWN OF GASTON	12/29/17
3	11/17/18 REVISION TO GASTON	11/17/17

MAJOR SUBDIVISION PLAT
CLIFFORD GROVE PHASE 1
 FOR
D.R. HORTON, INC.
ST. MARY'S TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

Date:	10/23/2017
Scale:	1" = 80'
Drawn:	ARP
Checked:	JSS
Project No.:	139-02
Computer/Draw Name:	David Sanford
Sheet No.:	2
Of:	4

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: White Oak, Ackerman, Hebron Church Intersection Improvements Project		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: Het Patel, AICP, Senior Planner - Transportation and Land Use		
Presenter: Het Patel, AICP, Senior Planner - Transportation and Land Use		
Brief Summary: Presenting the Town's staff report for White Oak Road, Ackerman Road, and Hebron Church Road Intersection Improvements Project Request for Qualifications (RFQ) advertisement and consultant selection process which includes engineering services intersection improvements design contract scope of work with selected consultant (ARCADIS).		
Recommended Motion and/or Requested Action: Request authorization for Town Manager to move forward with contract execution and begin work on project.		
Detailed Notes: The staff report includes description of RFQ advertisement and review process. It also includes detail regarding project background, limits, phasing, budget, firm selection process, and agreed scope of work. It is recommended to divide the project in two phases to complete a detailed alternatives analysis and environmental documentation for the preferred alternative in Phase I followed by preliminary and final design work in Phase II. The scope of services and budget for Phase II will be presented to Town Council in May 2018. Additionally, the attached contract and scope of work document provides a project schedule and further detail for work to be performed under contract.		
Funding Source: General Fund		
Cost: \$109,884-Phase 1	One Time:	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: This project is the start of correcting what staff and Council perceive as an unsafe intersection.		
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: Town Council

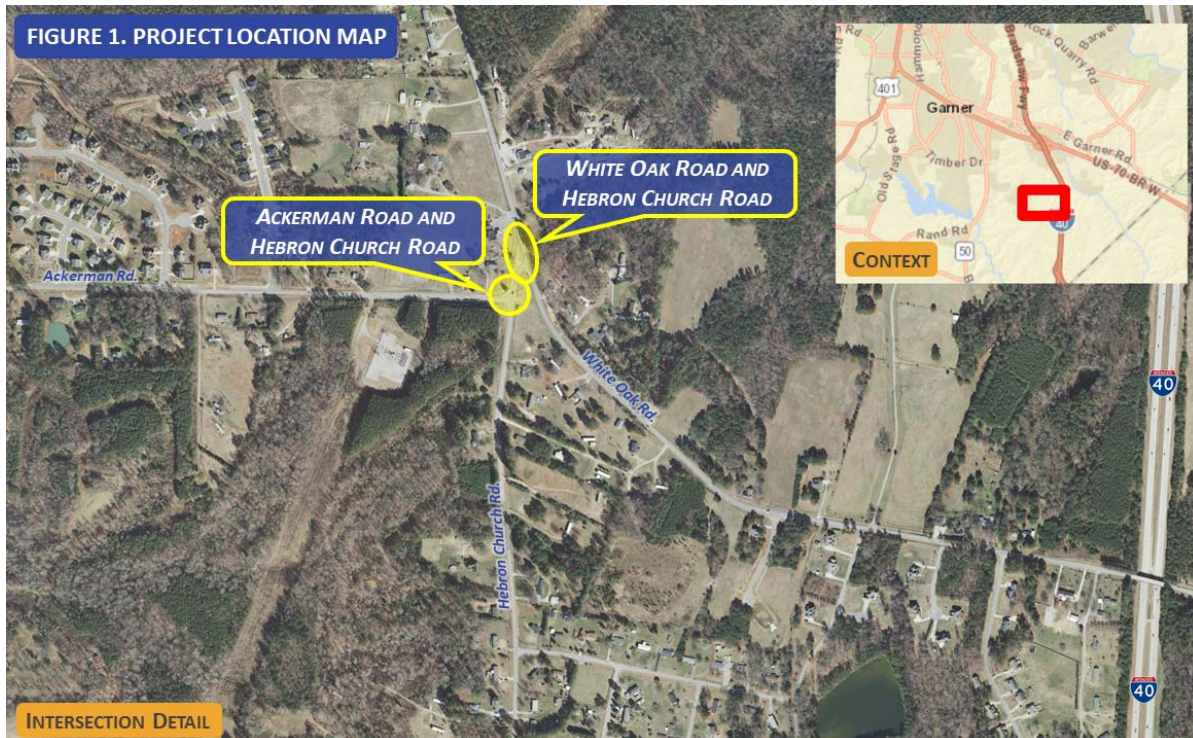
FROM: Het Patel, AICP, Senior Planner – Transportation and Land Use

SUBJECT: *White Oak, Ackerman, Hebron Church Intersection Improvements Project*

DATE: February 20, 2018

BACKGROUND

Town Council has previously been made aware of increased congestion at the intersection of White Oak Road, Hebron Church Road and Ackerman Road (see Figure 1, Project Location Map). With the development of new Garner High School along Hebron Church Road; and increased number of residential developments along Ackerman Road increased traffic at the two intersections has further exaggerated the problem. In December, the Town of Garner advertised a Response for Qualifications (RFQ) for engineering consulting services to identify improvements and redesign the intersection to enhance safety and efficiency.



PROJECT LIMITS

White Oak Road from Bryan to Battle Field Drive, Ackerman Road from White Oak to Bryan Road and Hebron Church Road from White Oak to Clifford Road. It will also consider the future extension of Ackerman Road to the east of White Oak and the future extension of Timber Drive to White Oak Road.

PROJECT PHASING

The project has been divided into two phases: the first phase includes tasks outlined and attached to this package; and the second phase will include preliminary and final design plans for the selected preferred alternative. A budget and scope for the second phase of the project will be presented to Town Council in May 2018. The first phase of the project includes: data collection, survey, development and analysis of alternatives followed by environmental documentation for the preferred alternative.

BUDGET

The total project budget for the first phase is **\$109,884** and will be spread out over four months, payable in monthly invoices according to the percentage of each work task completed. The budget for the second phase will be presented in May 2018 once a preferred alternative is identified.

FIRM SELECTION PROCESS

The Planning Department prepared and published a Request for Qualifications (RFQ) outlining the scope for this project on December 8, 2017. The following firms responded in writing with qualifications submittals.

- ARCADIS
- LJB, Inc.
- TGS Engineers

An RFQ Review Committee was assembled to review the materials submitted by the consultants and to make a recommendation on the top candidate for the project. The Committee members included: John Hodges, Asst. Town Manager; Jeff Triezenberg, Planning Director; David Bamford, Planning Services Manager; Tony Chalk, Town Engineer; Jonathan Ham, Asst. Town Engineer; Het Patel, Senior Planner.

The Review Committee ranked and assigned a score to each of the firms' packet according to the following criteria: strength of experience, qualifications of key personnel, overall project approach and submittal presentation, and customization / innovation of their info as it related to the Town of Garner. ARCADIS ranked the highest of the submittals.

SCOPE OF WORK

We have met and communicated with representatives of ARCADIS during the month of January and February 2018 to draft and revise a detailed scope of work that would meet the Town's needs and objectives. At this time, all parties are in agreement on budget as well as the scope of work. A detailed copy of the scope of work is attached. A summary of the scope is below.

PROPOSED SCOPE

SCHEDULE/TARGET DATE

BEGIN.....	(February 2018)
Task 1: Data Collection.....	(February 2018)
Task 2: Transportation Data and Forecasting.....	(February 2018 – March 2018)
Task 3: Alternatives Development & Analysis.....	(March 2018)
3.1: Shortlist of Alternatives.....	(March 2018)
3.2: Alternative Cost Estimates.....	(April 2018)
3.3: Selection of Preferred Alternative.....	(April 2018)
Task 4: Public Involvement.....	(April 2018)
Task 5: Environmental Documentation.....	(March 2018 – May 2018)
Task 6: Survey.....	(April 2018 – May 2018)
6.1: Concepts & ROW/Impacts Identification.....	(May 2018 – June 2018)
6.2: Concepts Cost Estimates.....	(June 2018)
Task 7: Project Management Agency Coordination.....	(February 2018 – October 2018)
7.1: Town Council Briefings.....	(April 2018 – May 2018)
PHASE II: Preliminary and Final Design for Preferred Alternative.....	(June 2018 – September 2018)
END.....	(October 2018)

NEXT STEPS

We are seeking Council’s agreement and authorization for the Town Manager to move forward with contract execution with ARCADIS. Once this is complete, the commencement of work will begin in February 2018. We will also begin identifying potential stakeholders from the vast pool of Garner citizens, business and community leaders for the project public involvement efforts.

EXHIBIT C
WORK AUTHORIZATION
NO. _____

This Work Authorization is entered into by and between Arcadis G&M of North Carolina, NC (“Arcadis”) and the Town of Garner, NC (“Client”). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated _____ (the “Services Agreement”). The Services Agreement is hereby amended and supplemented as follows:

1. GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes Arcadis to perform the following general scope of Basic Services:

- 1.2 Client authorizes Arcadis to provide the Basic Services described in this Work Authorization in connection with the following Project or Site(s):

White Oak / Ackerman Road and Hebron Road Interection Improvements Project

- 1.3 The above-described Basic Services shall be provided by Arcadis in phases, as set forth below.

N/A

2. STUDY AND REPORT PHASE

During the Study and Report Phase, Arcadis shall perform planning, engineering, survey and design services as outlined in Attachemet 1-1: Scope of Services, attached.

3. PRELIMINARY DESIGN PHASE

This phase of work will be identified upon selection of preferred intersection improvments. A separate scope, schedule and fee will be developed and sumitted for approval before any work on this phase is authorized.

4. FINAL DESIGN PHASE

This phase of work will be identified upon selection of preferred intersection improvments. A separate scope, schedule and fee will be developed and sumitted for approval before any work on this phase is authorized.

5. BIDDING OR NEGOTIATING PHASE

- 5.1 During the Bidding or Negotiating Phase Arcadis shall:

Provide any documentation requested by the Town to prepare and execute this contract.

6. CONSTRUCTION PHASE

During the Construction Phase Arcadis shall:

N/A

7. OPERATIONAL PHASE

During the Operational Phase, Arcadis shall:

N/A

8. ADDITIONAL SERVICES

The Basic Services described in Paragraphs 1 through 7 above do not include the following Additional Services which, upon written request from Client, will be performed by Arcadis in accordance with the terms of this Work Authorization:

N/A

9. COMPENSATION FOR SERVICES

9.1 **Lump Sum Method:**

9.1.1 Client shall pay Arcadis a lump sum fee of \$109,884 for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

Payment made based on invoices submitted in the first week of each month based on project work completed in the prior month

9.1.2 In addition to the lump sum fee, costs incurred by Arcadis pursuant to this Work Authorization shall be reimbursed by Client as follows:

N/A

9.1.3 Client shall pay Arcadis for Additional Services as follows:

N/A

9.1.4 Other provisions concerning payment are as follows:

N/A

9.1.5 Arcadis' hours and labor rates are attached.

REMITTANCE INFORMATION

Banking information will be provided for paying invoices by ACH or Wire. To pay invoices by check, use the following information (FOR U.S. MAIL and COURIER DELIVERY)

**Please Remit To:
 Arcadis US, Inc.
 62638 Collections Center Drive
 Chicago, IL 60693-0626**

10. SCHEDULE FOR SERVICES

Arcadis shall perform the Basic Services described above in accordance with the following schedule:

Task	Feb			March			April				May			June			July			Aug			Sept			Oct																
	12	19	26	05	12	19	26	02	09	16	23	30	07	14	21	28	04	11	18	25	02	09	16	23	30	06	13	20	27	03	10	17	24	01	08	15	22	29				
Data Collection	█																																									
Transportation Data & Forecasting	█																																									
Alternative Development & Analysis				█																																						
Shortlist of Alternatives							█																																			
Env. Studies / Submit CE Document				█																																						
Alternative Cost Estimates							█																																			
Public Involvement							█																																			
Selection of Preferred Alternative										█																																
Survey										█																																
Concept & ROW/Impacts Identification													█																													
Concept Cost Estimate													█																													
Intersection Improvement Plans																			█																							
LAPP Prep and Submission																															█											
Agency Coordination	█																																									

★ = Arcadis will prepare scope and fee for preliminary and final design plans (once improvement alternative is know) for presentation and approval at 5/7 or 5/15 Town Council Meeting

▨ = Schedule for design and LAPP submission under separate future work authorization

**ATTACHMENT 1.1
BASIC SERVICES**

SCOPE OF SERVICES

**White Oak, Ackerman and Hebron Church
Intersection Improvement Project**

This scope of services, hereafter referred to as the Services, is being provided to the Town of Garner and includes the development and concept design of intersection improvement recommendations for the intersection of White Oak, Ackerman and Hebron Church Roads. The limits of the Project, as identified in Attachment 1-2 – Project Study Area, includes White Oak Road from Bryan to Battle Field Drive, Ackerman Road from White Oak to Bryan Road and Hebron Church Road from White Oak to Clifford Road. It will also consider the future extension of Ackerman Road to the east of White Oak and the future extension of Timber Drive to White Oak Road.

The delivery of the Project is broken into the following seven work tasks:

Task 1: Data Collection

This task will consist of collection of traffic data to support the development and analysis of potential intersection improvement projects. Specific tasks include:

1. Coordinate with CAMPO and NCDOT to collect current and forecast traffic count data
2. Coordinate with Town of Garner to collect recent TIA studies performed in the study area
3. Organize traffic count data collection to be completed by subconsultant, including:
 - a. Perform 13-hour turning movement count at the intersections of White Oak / Hebron Church and Hebron Church / Ackerman Roads
 - b. Collect 13-hour counts at intersection of White Oak at Bryan Road (for determination of signal warrants)
 - c. Collect 48-hour ADT counts on White Oak, Hebron Church and Ackerman Roads (4 locations)

Task 1 Deliverables:

- Raw traffic data files
- Traffic volume diagrams to show existing traffic data collected

Task 2: Transportation Data and Forecasting

This task will consist of developing traffic data forecast as the base for conducting improvement capacity analysis. Specific tasks include:

1. Obtain most recent version of the Triangle Regional Model (TRM)
2. Using NCDOT's project-level traffic forecasting and congestion management guidelines, develop traffic forecasts for 2040 design horizon. This includes:
 - a. Comparison of the base year model with current traffic data collected
 - b. Understanding land use assumptions in the model and compare with current and planned developments
 - c. Establish annual growth rate to consider interim design year projections
 - d. Develop traffic volume diagrams illustrating design horizon traffic projections

Task 2 Deliverables:

- Traffic forecasts memo detailing methodology and assumptions and datasets used

- Traffic volume diagrams illustrating design horizon traffic projections

Task 3: Alternative Development and Analysis

This two-stage task will consist of developing improvement concepts to be studied in detail. Specific tasks include:

1. Stage 1: Arcadis will develop and present a wide range of improvement alternatives, high-level operational analysis and sketch plan concept to the Town. We will then meet with the Town to discuss feasibility of each alternative and shortlist the 3-4 alternatives that are the most economically and operationally feasible. This will likely include one conventional alternative, a roundabout solution, a network improvement and one other alternative.
2. Stage 2: Arcadis will perform detailed analysis of each shortlisted alternative, including:
 - a. Operational analysis of current and future operations using Synchro or similar detailed operational analysis tool(s)
 - b. Development of planning level cost estimate, including ROW, property and environmental impacts
 - c. Development of concept sketch to illustrate concept and impacts of construction
 - d. Matrix of shortlisted alternatives MOEs for comparative analysis
3. Conduct meeting with the Town and key project stakeholders to present analysis findings and recommend a preferred solution.

Task 3 Deliverables:

- Matrix of wide-range of alternatives, including high level operational, cost and ROW impacts and documentation of the reasons each alternative was rejected or carried forward.
- Memo documenting analysis methodology and results, operational, costs and sketch concept for each of the shortlisted alternative, shortlist process and identification of the preferred alternative.

Task 4: Public Involvement

This task will consist of stakeholder engagement necessary to achieve local support of the identified project improvement. Specific tasks include:

1. Early in the project, identify the agencies, land owners and daily users of the intersection as stakeholders for the project. This may include, but not be limited to:
 - a. Town of Garner staff
 - b. Home owner associations and residents within the study area
 - c. Planned site developers
 - d. Middle and High Schools
 - e. Fire / Police / Emergency responders
2. Prepare 1-page project informational sheet
3. Conduct a stakeholder meeting to inform of the shortlisted alternatives and receive comments in support of a preferred alternative
4. Develop project materials to be presented on project website supported by the Town
5. Prepare for and conduct one open house meeting to display the preferred alternative to the public and receive public comment

Task 4 Deliverables:

- Conduct of Stakeholder and public meetings
- Project information sheet and project info for website

Task 5: Environmental Documentation

This task will consist of environmental investigations and documentation to secure a Category Exclusion document approval for the preferred alternative. Specific tasks include:

1. Conduct environment screenings
2. Submit CE document for review
3. Respond to any review comments and submit for final approval

Task 4 Deliverables:

- Draft and Final CE document

Task 6: Survey

ARCADIS surveyors will perform a Boundary and Topographic Survey of the area as shown in Attachment 1-3: Project Survey Area, attached. Note this survey area is based upon improvements centered around the White Oak / Hebron Church / Ackerman Road intersection, and adjustments can be made as necessary based upon the location and impacts of the final preferred alternative.

Property Boundary Survey:

This task will include performing a boundary survey of property parcels contained within the project study area. Included in this task is performing all property research of parcels contained within and adjoining the project as recorded in the public records of Wake County, field location of encroachments, existing easements, 100-year floodplain and road right-of-way information.

Property Boundary Survey Deliverable: The final deliverable will be a microstation.dgn base file detailing all parcels and boundary limits for use by the design team. The property boundary base file will be supervised by a North Carolina Professional Land Surveyor (PLS) and based on the North Carolina State Plane coordinate system. The platted boundary survey establishes the interests of the Town of Garner while facilitating any related acquisitions, easements and/or road right-of-way modifications as may be required.

Site Topographic Survey:

This task will include the field survey locations of topographic site features including break lines, ditch lines, stream lines, ground break points, edges of concrete, edges of asphalt, edges of gravel, buildings, drainage structures & culverts (including inverts, size and material), underground utility locations overhead utility locations, fences, and roadway features and alignments within the project limits. The ARCADIS survey team will establish horizontal and vertical control benchmarks throughout the project site per the NCDOT Location and Surveys Standards. The control points will be clearly shown on the plans.

Site Topographic Survey Deliverable: A Digital Terrain Model (DTM) will be generated for use by the design team to accurately establish grading, drainage and quantify earthwork. The completed survey will be a topographic drawing at one-foot contour intervals that will serve as the base map for site design. Final submittal will be a Microstation (.dgn) format based on the North Carolina State Plane horizontal coordinate system with elevations relative to the North American Vertical Datum 1988 (NAVD 88).

Task 7: Project Management and Coordination

This task will consist of the management and overall project coordination to ensure a successful project delivery. Specific tasks include:

1. Attendance of bi-monthly progress meeting with Town staff to advise on project status and discuss project needs and deliverables
2. Attend 2 council meetings to brief Town Board on the project and to present the preferred alternative

3. Management of the scope, schedule and budget and respond to any key issues arising throughout the duration of the project

FUTURE TASKS

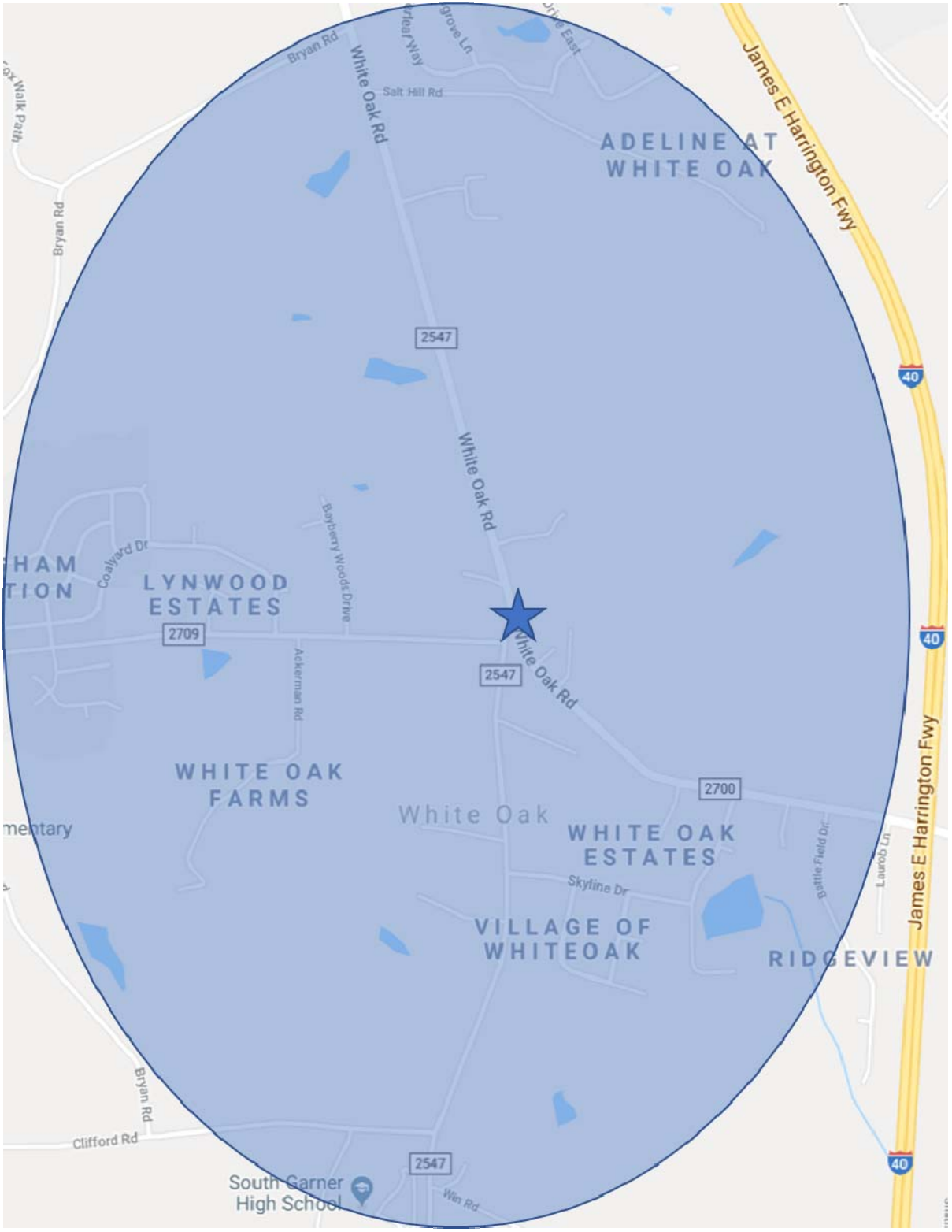
Roadway Design

This task will consist of developing construction costs and design plans for the preferred alternative. A scope and fee will be negotiated at the time in the project when the preferred alternative is known.

LAPP Funding Submission

This task will consist of assisting the Town with developing and submitting a Locally Administered Project Program (LAPP) application. A scope and fee will be negotiated at the time in the project when the preferred alternative is known.

**ATTACHMENT 1.2
PROJECT STUDY AREA**



**ATTACHMENT 1.3
SURVEY BOUNDARY**



Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Jack Parker Properties ETJ Removal Request		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: David Bamford, AICP; Planning Services Manager		
Presenter: David Bamford, AICP; Planning Services Manager		
<p>Brief Summary:</p> <p>Jack Parker Properties NC, LLC is requesting that their 19.6-acre tract be removed from Garner's ETJ and transferred back to Wake County. The site has no direct or indirect access to Garner Station Boulevard by way of a public right of way or access easement. Access to the property would come by way of Lake Wheeler Road and through Inwood Forest subdivision. The site also lacks access to public water & sewer.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Adopt Resolution (2018) 2345</p>		
<p>Detailed Notes:</p> <p>The 19.6-acres owned by Jack Parker Properties NC, LLC was de-annexed by action of the General Assembly. The effective date of annexation removal was June 30, 2017 (Session Law 2017-76 (Senate Bill 105)). While the site was removed from the municipal corporate limits, it was not also removed from Garner's zoning and ETJ jurisdiction.</p>		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p> <p>N/A</p>		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Staff Report

TO: Mayor and Town Council

FROM: David Bamford, AICP; Planning Services Manager

SUBJECT: *Jack Parker Properties ETJ Removal Request*

DATE: February 12, 2018

REQUEST: Remove property from Garner ETJ and transfer back to Wake County

OWNER: Jack Parker Properties NC, LLC

TOWN LIMITS: No (property was de-annexed per Session Law 2017-76 (Senate Bill 105) effective June 30, 2017)

LOCATION OF PROPERTY: North of Inwood Forest Drive

WAKE COUNTY PIN #: 0791980587

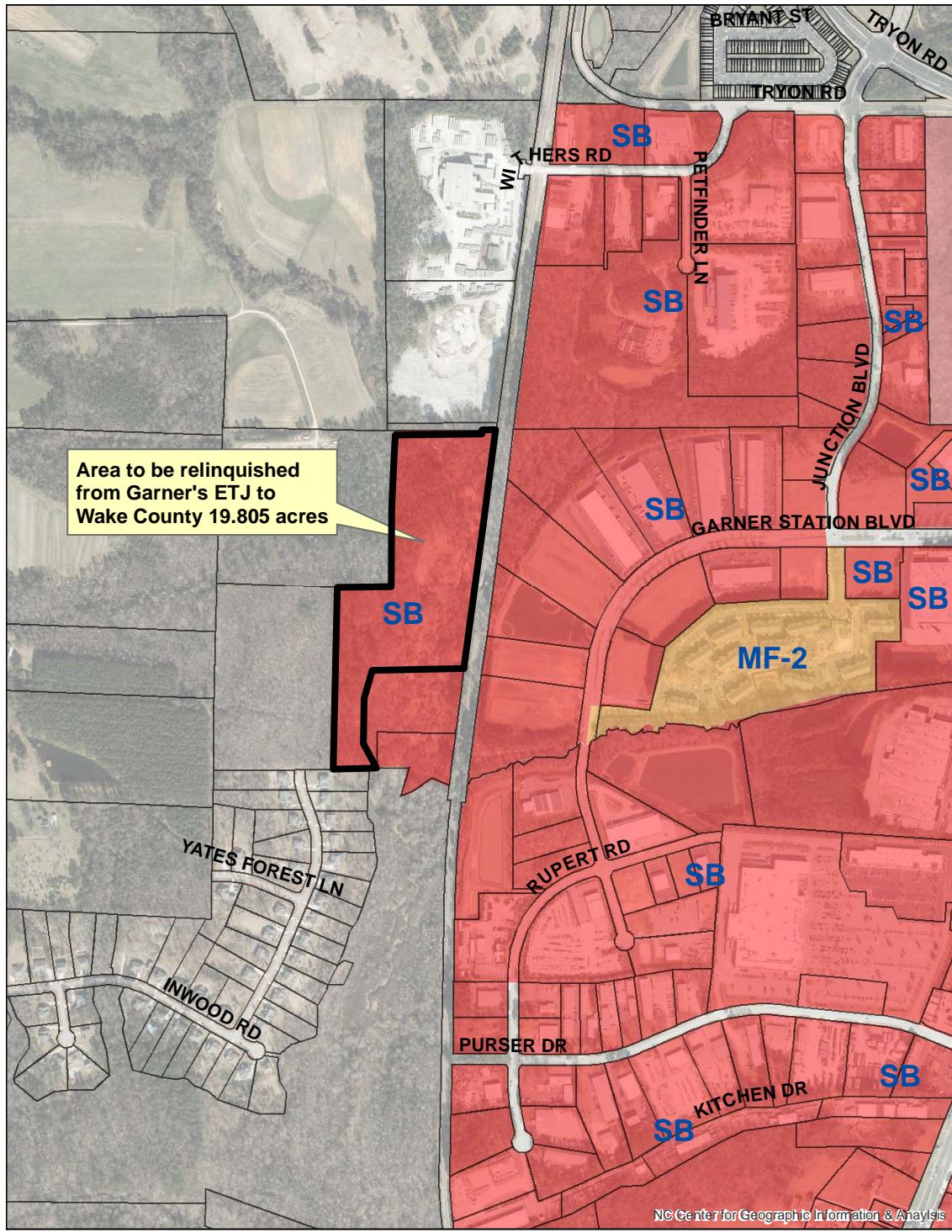
REAL ESTATE ID #: 0241871

AREA: 19.67 acres

ZONING: SB C20 (Service Business Conditional Use)

USE: None / vacant

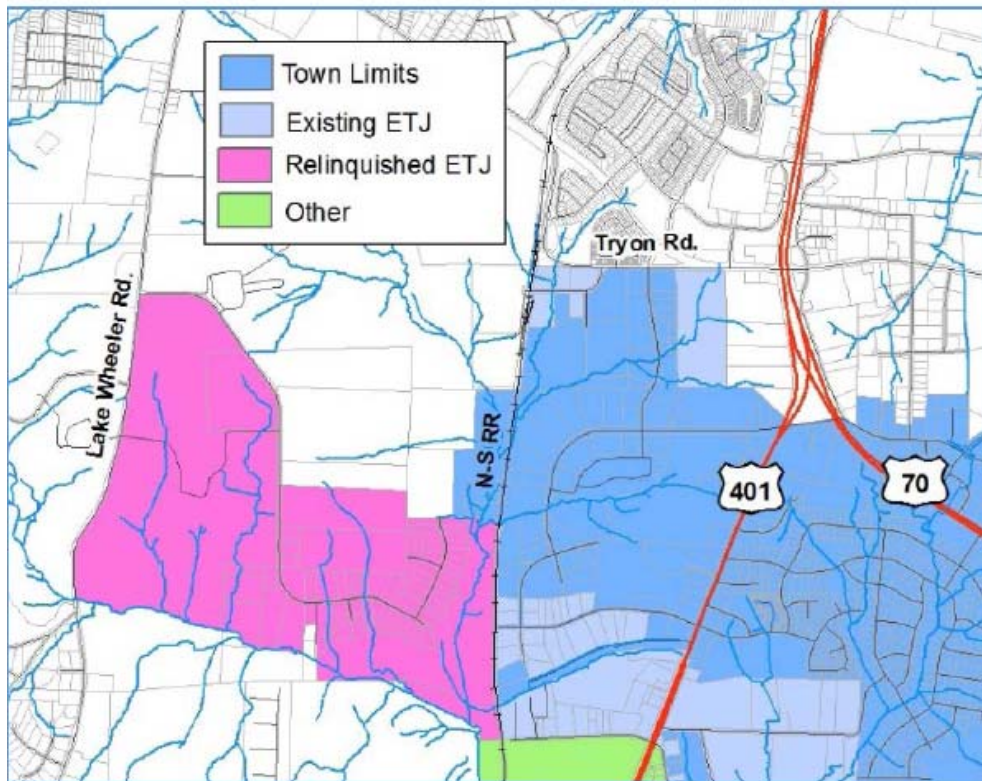
RECOMMENDATION: Adopt resolution to “Rescind”



BACKGROUND

In the spring of 2017, the Town expanded its ETJ boundary. The Town also relinquished an area back to Wake County west of Garner Station Boulevard and the Norfolk-Southern railroad. The relinquished area included NC State University's agriculture research facilities and farms as well

as the residential subdivision Inwood Forest. Lacking public water & sewer and street connectivity, this area was determined to have no future urban development potential or benefit to Garner. See map below.



Not part of this 2017 relinquished area are 3 tracts to the north, also west of the Norfolk-Southern railroad. Two tracts are owned by 8401 Michigan Road LLC (6.7 acres total) and the third by Jack Parker Properties NC, LLC (19.67 acres total).

The 19.67-acres owned by Jack Parker Properties NC, LLC was de-annexed by action of the General Assembly. The effective date of annexation removal was June 30, 2017 (Session Law 2017-76 (Senate Bill 105)). While the site was removed from the municipal corporate limits, it was not also removed from Garner's zoning & ETJ jurisdiction. The property is zoned Service Business Conditional Use District C20 (SB C20).

ETJ REMOVAL REQUEST

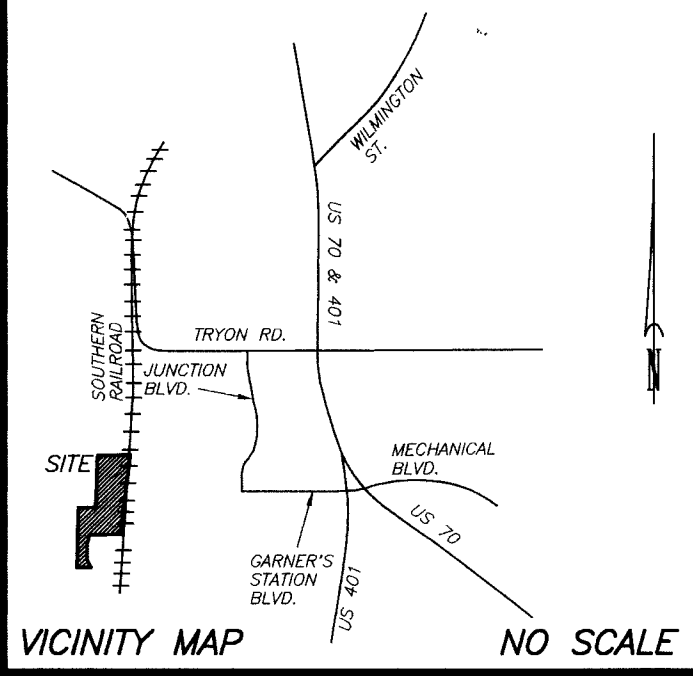
Jack Parker Properties NC, LLC is requesting that their 19.67-acre tract be removed from Garner's ETJ and transferred back to Wake County. The site has no direct or indirect access to Garner Station Boulevard by way of a public right of way or access easement. Access to the property would come by way of Lake Wheeler Road and through Inwood Forest subdivision. The site also lacks access to public water & sewer.

There is residential development interest in this site. There are proposals to extend Inwood Forest Drive north into adjoining vacant tracts to develop a low-density single-family neighborhood. The Jack Parker site would be part of this development proposal. Any residential development west of the Norfolk-Southern railroad would be low density (1 acre lots or larger) and served by private well & septic.

STAFF RECOMMENDATION & NEXT STEPS

Staff has no objections and recommends approval of this request.

The Council would need to adopt the attached resolution to rescind. Once this is done, Wake County will then have 60 days to rezone the property from Town of Garner SB C20 to a Wake County zoning designation, probably R-40 Watershed (R-40 W) which is the predominate zoning in this area of the county.



CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT ALL STREETS SHOWN ON THIS PLAT ARE WITHIN THE TOWN OF GARNER'S PLANNING JURISDICTION, ALL STREETS AND OTHER IMPROVEMENTS SHOWN ON THIS PLAT HAVE BEEN INSTALLED OR COMPLETED OR THAT THEIR INSTALLATION OR COMPLETION (WITHIN TWELVE MONTHS AFTER THE DATE BELOW) HAS BEEN ENSURED BY THE POSTING OF A PERFORMANCE BOND OR OTHER SUFFICIENT SURETY, AND THAT THE SUBDIVISION SHOWN ON THIS PLAT IS IN ALL RESPECTS IN COMPLIANCE WITH THE TOWN OF GARNER LAND USE ORDINANCE, AND THEREFORE THIS PLAT HAS BEEN APPROVED BY THE GARNER BOARD OF ALDERMEN, SUBJECT TO ITS BEING RECORDED IN THE WAKE COUNTY REGISTRY WITHIN 90 DAYS OF THE DATE BELOW.

2-18-99
DATE

BRAD BASS PRINT
PLANNING DIRECTOR

Paul Bass SIGN

a. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

b. THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

c. THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.

d. THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

e. THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

2-12-99
DATE

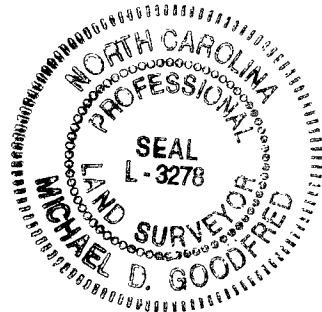
Michael D. Goodfired
REGISTERED LAND SURVEYOR

NOTE:
THE SURVEYOR RELIED UPON THE CITY AND/OR COUNTY FOR APPROVAL OF ALL APPLICABLE ORDINANCES AND HAS MADE NO INTERPRETATION OF THE ORDINANCES.

NORTH CAROLINA WAKE COUNTY

I **MICHAEL D. GOODFIERD** CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____. THAT THE RATIO OF PRECISION AS CALCULATED IS 1: **44,685** ±; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS **12th** DAY OF **FEBRUARY**, A.D., **1999**.

Michael D. Goodfired
LAND SURVEYOR
REGISTRATION No. L-3278



STATE OF NORTH CAROLINA COUNTY OF WAKE

I, **BRAD BASS**, REVIEW OFFICER OF **WAKE** COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Paul Bass
REVIEW OFFICER

DATE **2-18-99**

FILED FOR REGISTRATION

LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

BY **ASST/DEPUTY**

TIME _____

LEGEND

(IPF)—IRON PIPE FOUND
(IPS)—IRON PIPE SET
(CMF)—CONCRETE MONUMENT FOUND
(RWMF)—RIGHT OF WAY MONUMENT FOUND
(CCMF)—CONTROL CONCRETE MONUMENT FOUND

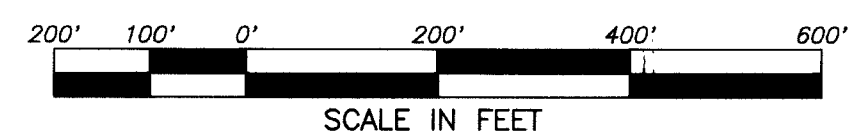
NOTES:

- STREET ADDRESS.
- TRACT 1A IS NOT A BUILDABLE LOT.
- TRACT 1A IS TIED TO THE TRIPP'S RESTAURANT PROJECT.
- TRACT 1A CANNOT HAVE IMPERVIOUS SURFACE.

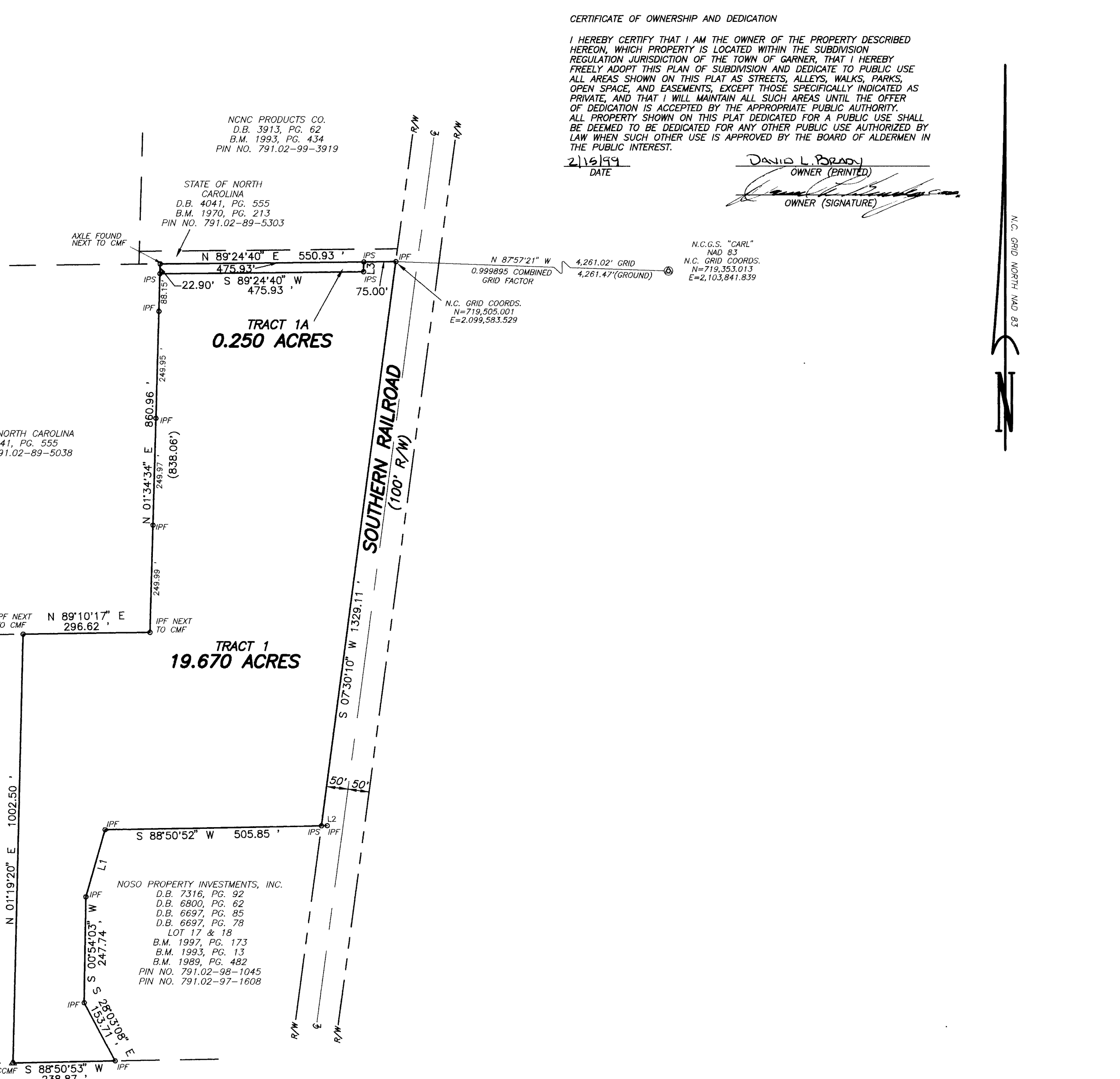
THIS PLAT NOT TO BE RECORDED AFTER _____ DAY OF _____ 1 COPY TO BE RETAINED FOR THE CITY.

THIS PLAT IS IN OUT OF THE CITY LIMITS.

NOTE:
RAW ERROR OF CLOSURE WAS 44.655±, MISCLOSURE WAS DISTRIBUTED BY THE COMPASS METHOD. THE DISTANCES ON THIS MAP ARE ADJUSTED HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE. ALL AREA CALCULATED BY COORDINATE COMPUTATION.



RECORDED IN BOOK OF MAPS **1999** PAGE **314**



CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF GARNER, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE, AND EASEMENTS, EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT DEDICATED FOR A PUBLIC USE SHALL BE DEEMED TO BE DEDICATED FOR ANY OTHER PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE BOARD OF ALDERMEN IN THE PUBLIC INTEREST.

2-18-99
DATE

DANIEL L. BRADY
OWNER (PRINTED)

Daniel L. Brady
OWNER (SIGNATURE)

FILED FOR REGISTRATION
2-19-99
DATE
LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY
BY **Michael C. Bowman**
ASST. DEPUTY
TIME **12:10 PM**

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 15°52'39" W	162.97
L2	N 88°50'52" E	0.68
L3	S 01°34'34" W	22.90

REFERENCES:

D.B. 8018, PG. 559
TRACT 1
B.M. 1998, PG. 716
B.M. 1995, PG. 1551
B.M. 1992, PG. 401

OWNER: PARKER RALEIGH DEVELOPMENT XXXI LLC

SUBDIVISION MAP OF LINCOLN PARK SOUTH TRACTS 1 & 1A		KENNETH CLOSE, INC. Land Surveying 7406-L CHAPEL HILL ROAD - RALEIGH, NC 27607 PHONE: (919)851-2944 FAX: (919)851-5201	
TOWNSHIP: SWIFT CREEK	COUNTY: WAKE	SURVEY DATE: 1-29-99	SURVEYED BY: KW
STATE: NORTH CAROLINA		SCALE: 1" = 200'	DRAWN BY: SEP
ZONE: SB	P.I.N: 791.02-99-2034	CHECKED & CLOSURE BY: MG	

**Jack Parker Properties NC,LLC
1246 Tollie Weldon Rd
Henderson NC 27537**

Request to remove property from Garner ETJ

**Property
Wake County PIN 07911980587
Approx 19.67 acres**

**Property Owner
Jack Parker Properties NC, LLC**

**Primary address
118 West 57 th Street
New York, NY 10019**

**Secondary Business address
1246 Tollie Weldon Rd
Henderson NC 27537**

**Jack Parker Properties NC, LLC hereby request this property
be removed from Garner ETJ and be transferred back to
Wake County**

**Currently and since ownership of this property there is no
access from any public right-of way, nor are there any deeded
access easements across any adjoining properties to the
property.**

No utilities are stubbed to any portions of the property

**The larger percentage of the property is low lying area along
an existing stream bed**

Existing Rail Road tracks are along the entire Eastern boundary

The current property owner to the west of the property is planning to extend the existing Inwood Forest Dr and Develop this adjoining property as Residential. This Development can utilize approx 5 acres of our property and allow a deeded access to the remaining portion

Please review our request for removing this property from Garner ETJ and transfer back to Wake County

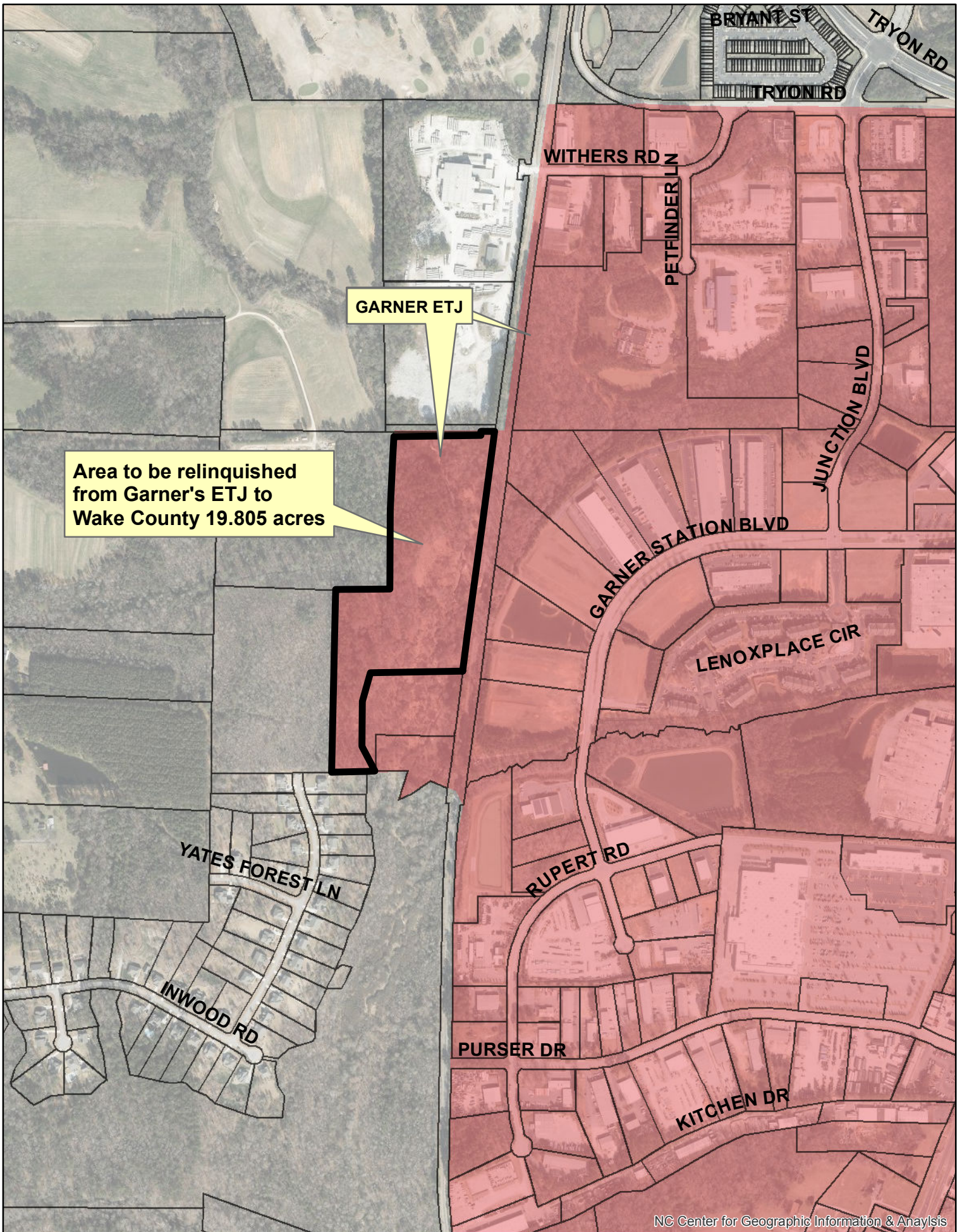
Jack Parker Properties NC, LLC

By 

Name Kenneth M Fuller

Its Operating Manager

Date 1-10-18



Return to:
Stella Gibson
Town of Garner
900 7th Avenue
Garner, NC 27529

RESOLUTION (2018) 2345

A RESOLUTION BY THE TOWN OF GARNER TO RELINQUISH
EXTRATERRITORIAL JURISDICTION WEST OF THE NORFOLK-SOUTHERN RAILWAY

WHEREAS, North Carolina General Statute 160A-360 (f1) grants municipalities authority to relinquish extraterritorial jurisdiction to a county; and

WHEREAS, municipal regulations and powers of enforcement shall remain in effect until the county has adopted a regulation or a period of 60 days has elapsed following the resolution to rescind by the municipality, whichever is sooner; and

WHEREAS, North Carolina General Statute 160A-360 (g) requires a formally adopted resolution of the municipality's legislative body to relinquish extraterritorial jurisdiction to a county.

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

Section 1. By virtue of the authority granted by NCGS §160A-360, as amended, the territory described below is hereby removed from the Town of Garner's ETJ as of the 20th day of February, 2018.

Being all of Tract 1 containing 19.670 acres, Lincoln Park South Subdivision, Swift Creek Township, Wake County PIN 0791980587, Real Estate ID 0241871, recorded in Book of Maps 1999, Page 314

Section 2. The above described territory in Section 1 along with its citizens and property shall no longer be subject to the ordinances and regulations in force in the Town of Garner's ETJ, upon the expiration of a 60-day waiting period following the 20th day of February, 2018, or until such time as Wake County applies specific zoning districts to the above described territory, whichever occurs first.

Section 5. 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 ETJ as amended and described in Sections 1, together with a duly certified copy of this ordinance.

Adopted this 20th day of February, 2018.

Ronnie S. Williams, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

ATTACHMENT A: EXTRA-TERRITORIAL JURISDICTION MAP
TOWN OF GARNER – REMOVAL AREA
(Not an actual survey – fulfills requirements of NCGS 160A-360 and 160A-22)

Book of Maps 1999 Pg 314

STATE OF NORTH CAROLINA
COUNTY OF GARNER

BRAD BATES
SURVEYOR
DATE: 7-15-99

LARRY K. BOSSARD
REGISTERED PROFESSIONAL ENGINEER
DATE: 7-12-99

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT ALL STREETS SHOWN ON THIS PLAN ARE
HEREBY THE TOWN OF GARNER PLANNED AND DESIGNATED, ALTHOUGH
THEY HAVE NOT YET BEEN OPENED TO PUBLIC USE, AND THAT THE
PROPOSED LAYOUT OF THE TOWN OF GARNER IS IN ACCORDANCE WITH
THE GENERAL PLAN OF THE COUNTY OF GARNER AND THE ZONING ORDINANCE
OF THE TOWN OF GARNER. I HEREBY CERTIFY THAT THE TOWN OF GARNER
HAS ADEQUATE FINANCIAL RESOURCES TO MAINTAIN AND IMPROVE THE
STREETS SHOWN ON THIS PLAN. I HEREBY CERTIFY THAT THE TOWN OF GARNER
HAS ADEQUATE FINANCIAL RESOURCES TO MAINTAIN AND IMPROVE THE
STREETS SHOWN ON THIS PLAN. I HEREBY CERTIFY THAT THE TOWN OF GARNER
HAS ADEQUATE FINANCIAL RESOURCES TO MAINTAIN AND IMPROVE THE
STREETS SHOWN ON THIS PLAN.

NEIGHBORHOOD MAP
NO SCALE

TRACT 1: 19.670 ACRES
TRACT 1A: 0.250 ACRES

SOUTHERN RAILROAD (100' R/W)

LEGEND
- TRACT 1A IS NOT A BUILDABLE LOT
- TRACT 1A CANNOT TAKE INTERVARIABLE SURFACE
- TRACT 1A CANNOT TAKE INTERVARIABLE SURFACE

APPROVED:
DATE: 8/15/99
BY: [Signature]
[Signature]

LINE TABLE

LINE	1	2	3	4
START	15	15	15	15
END	15	15	15	15
START	15	15	15	15
END	15	15	15	15
START	15	15	15	15
END	15	15	15	15

REGIONS
SUBDIVISION MAP OF
LINCOLN PARK SOUTH
TRACTS 1 & 1A

TOWNSHIP:	SWIFT CREEK	COUNTY:	WAKE
STATE:	NORTH CAROLINA	PLAT:	791-02-99-2034

7466-L CALLEVE HILL ROAD - ALEXANDER, NC 27607
PHONE: (919) 851-5844 FAX: (919) 851-4381

KENNETH CLOSE, INC.
Land Surveying
SURVEY 1-28-99 SURVEYED BY: KW
SCALE: 1" = 200' DRAWN BY: SSP
CHECKED & CLOSURE BY: MG

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Additional Design Services for New Rand Road Sidewalk Project		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Tony Chalk, Town Engineer		
Presenter: Tony Chalk, Town Engineer		
Brief Summary: Kimley-Horn has amended their design services agreement with the Town to design a sidewalk crossing over the railroad at New Rand and the installation of curb and gutter and sidewalk along Garner Road to connect to the sidewalk system there.		
Recommended Motion and/or Requested Action: Approve amended contract		
Detailed Notes: See attached amendment		
Funding Source: Bond Project funding		
Cost: 70,100	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: Council authorized this expanded scope at the October 31, 2017 Work Session.		
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:		

**AMENDMENT NUMBER 7 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 7 DATED January 15, 2018 to the agreement between the Town of Garner, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant" or "KH") dated December 21, 2011, ("the Agreement") concerning US 70 / White Oak Road / Jones Sausage Road and Historic Downtown Area Improvements (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. These services will be invoiced separately from previous Contract or Amendments. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

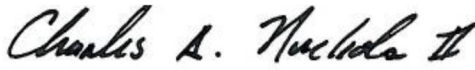
CLIENT:

CONSULTANT:

TOWN OF GARNER, NC

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: 
Charles A. Nuckols II

Title: _____

Title: Principal

Date: _____

Date: January 15, 2018

Consultant shall perform the following Additional Services:

Project Understanding

Amendment 6's scope of services included improvements along New Rand Road south of US 70 to East Main Street. The scope also included one meeting with North Carolina Railroad (NCR) to explore additional improvements across NCR's right-of-way. The result of this meeting was a proposed sidewalk connection would be considered if required safety provisions (gates, etc) can be provided. The sidewalk would also have to connect to the existing sidewalk along E Garner Road near the recreational center. NCR permitting of the improvement could take 9-12 months. This information was presented at a Town Council work session, Council directed Staff/Consultant to proceed with development the contract amendment to include these services.

We anticipate that the proposed sidewalk will cross the railroad in front of the existing cross gates and unsignalized pedestrian cross-walks will be provided on E Main Street and E Garner. We do not anticipate impacting or up-grading any of the existing railroad gates. The proposed curb and gutter and enclosed drainage will be required along the northside of E Garner Road to accommodate the proposed sidewalk.

Based our meeting with NCR the additional improvements will require a license agreement (with the Town) and two-party utility agreement (NCR and NCDOT). Obtaining these agreements could take 9-12 months.

At this time, we also would like to request additional services for retaining wall design services and private utility water and sewer designs. These two items were not included under Amendment 6. Based on the discussions with two property owners they are requesting a modular block retaining wall to reduce impacts to their properties. We will need to include retaining wall envelopes and performance specification in the construction package. Now that our drainage layout is completed we have conflicts with water and sewer lines that can't be avoided that require relocation plans and specifications.

KH will provide the services specifically set forth below.

Scope of Services

Task 1 –Survey, Plats, and SUE

Our subconsultant will provides additional survey, SUE and plats for three parcels for the additional area following the same scope of services under Amendment 6.

Task 2 –Traffic Analysis

No additional services.

Task 3–Environmental Documentation

KH will update the scoping letter, figures, and Environmental memoranda to include the sidewalk improvements following the same scope of services under Amendment 6.

Task 4–Preliminary Design

KH will prepare preliminary sidewalk design for the sidewalk along E Garner Road following the same scope of services under Amendment 6. We will incorporate the sidewalk design into the previously prepared plan sets.

Design criteria and typical sections will be prepared for E Garner Road. KH will use NCDOT standard pavement section. Geotechnical and/or pavement designs are not included in the scope of services.

Three (3) sets of plans will be submitted to the Town and NCDOT District Office for review. Upon receipt of comments, KH will finalize preliminary roadway plans, and develop an Opinion of Probable Construction Cost.

Task 5 –Final Plans

KH will prepare preliminary sidewalk design for the sidewalk along E Garner Road following the same scope of services under Amendment 6. We will incorporate the sidewalk design in the final plan submittals under Amendment 6.

KH will coordinate throughout the design and construction process of the new crossing with the Town of Garner, NCR, Norfolk Southern (NS), and the NCDOT Rail Division regarding the sidewalk design over the existing rail crossing. We understand the proposed crossing plans will be reviewed by NC Rail Division, NCR, and NS for approval. KH will coordinate/respond to NCR comments. NCR special provisions will be incorporated into the bid documents and specifications.

KH will work with the Town, NCR, NS and NCDOT to develop and apply for the necessary agreements for the crossing upgrade. Based on our previous meeting, we understand that a license agreement (with the Town) and two-party utility agreement (NCR and NCDOT) and be required.

KH will coordinate the necessary engineering agreements between the Town and NCR.

Task 5A –Final Plans/Retaining Walls

Based on the discussions with two property owners they are requesting a modular block retain wall to reduce impacts to their properties. KH will prepare retaining wall envelopes and performance specifications to be included in the final plans.

Task 6 –Utility Coordination and Plans

E Garner Road-Sidewalk

KH will locate and identify ownership of private utilities (dry utilities) located within the Project and develop a set of “Utilities By Others” (UBO) plans from provided survey data for the sidewalk area following the same scope of services under Amendment 6.

We anticipate one (1) additional utility coordination meeting with private utility owners.

New Rand Road- Waterline and Sanitary Sewer Line Design

KH will show the location of all existing and proposed utilities on the final design plans and shall indicate proposed underground utilities to be constructed as part of the Project. KH will provide engineering services required to study, design, and prepare construction plans, permits, specifications, and bid documents for all modifications (i.e. utility conflict resolutions) to the existing waterline and sewer line in New Rand Road required to accommodate the proposed roadway improvements. All such improvements will also be coordinated with and incorporated into the associated roadway plan set. Note that the City of Raleigh Public Utilities Department owns and maintains water and sewer utilities in the Town of Garner.

An existing 8-inch and 16-inch waterline is located on the east side of New Rand Road. The existing 16-inch waterline is anticipated to conflict with the proposed roadway improvements between US-70 and the railroad right-of-way. For the basis of this contract, it is anticipated that approximately 500 LF of 16-inch waterline will need to be relocated to accommodate the proposed roadway improvements. An existing gravity sanitary sewer line (unknown size) is located on the east side of New Rand Road and is anticipated to conflict with the proposed roadway extension between US-70 and the railroad right-of-way. For the basis of this contract, it is anticipated that approximately 750 LF of sanitary sewer will need to be relocated to accommodate the proposed roadway improvements.

KH will prepare 65% plans that depict the horizontal alignment of the proposed waterline and sanitary sewer including a preliminary profile view showing proposed clearances with proposed and existing utilities. The design will be shown on separate utility plan sheet which will include the proposed water main. KH will produce the utility plans with a horizontal scale of 1"=40'. Design will include conflict resolution with both existing and proposed structures/dry utilities, including private utilities, where required. The 65% plans will also include proposed details for installation of the utilities. City of Raleigh standard details will be provided. KH will produce the utility profiles with a vertical scale of 1"=4'. These plans will be submitted concurrently with the 65% plans. The design of proposed utilities will be in accordance with City of Raleigh and NCDOT standard details and specifications.

After applicable comments have been received, KH will prepare 90% final utility plans and specifications and submit applications for permitting to the City of Raleigh for review and approval.

Task 7 –US 70 and New Rand Road Signal Design

No additional services.

Task 8 –Bid Phase Services

No additional services.

Task 9 –Project Coordination

KH anticipated four (4) meetings and coordination with NCRR and NCDOT Rail Division during the approval progress. This task also includes project management and coordination with various disciplines and subconsultants for six (6) additional months

Schedule

The plans will be developed on a mutually acceptable schedule determine at the project kick off meeting.

Fee and Expenses

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Kimley-Horn will perform the services in Tasks 1 – 10, and expenses, for the total lump sum fee below. Individual task amounts are informational only. Other tasks can be completed as authorized by the Town as noted below. All permitting, application, signal review fee and similar project fees will be paid directly by the Client.

<u>Tasks</u>	<u>Fee</u>
Task 1 –Survey, Plats, and SUE	
Survey and Plats	\$6,200
SUE	\$2,250
Task 2 –Traffic Analysis	\$0
Task 3–Environmental Documentation	\$2,700
Task 4 –Preliminary Design	\$5,300
Task 5 –Final Plans	\$17,400
Task 5A –Final Plans/Retaining Walls	\$1,600
Task 6 –Utility Coordination and Plans	\$20,500
Task 7 –US 70 and New Rand Road Signal Design	\$0
Task 8 –Bid Phase Services	\$0
Task 9 –Project Coordination	\$11,600
Task 10 –Construction Phase Services	to be determined
Expenses	\$2,550
Total	\$70,100

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

The SUE Level A “test holes” (if required) will be billed based on the number at \$1,000 per test holes performed.

TASK	KHA WORKHOUR ESTIMATE	PRINCIPAL	SENIOR ENGINEER/PM	PROJECT ENGINEER	ENGINEERING ANALYSIS	SENIOR TECHNICIAN	CLERICAL	TOTAL HOURS	LABOR COSTS
1	Survey, Plat and SUE								
	Included in Subconsultant Fee								
	Subtotal Workhours	0	0	0	0	0	0	0	\$ -
2	Traffic Analysis								
	No additional services							0	\$ -
	Subtotal Workhours	0	0	0	0	0	0	0	\$ -
3	Environmental Documentation								
	Update Scoping Letters and Figures		0.5	1	1			2.5	\$ 385.00
	Prepare Mailing List and Distribute Letters			1			2	3	\$ 285.00
	Prepare Environmental Screening Report		0.5	1	2	1	1	5.5	\$ 660.00
	T&E Habitat Survey			0.5	0.5			18	\$ 142.50
	NCDOT-NEU Coordination	0	0.5	0				10	\$ 100.00
	Traffic: Request/Analyze Crash Data			0	0			0	\$ -
	Review Available GIS Data			0	0.5			0.5	\$ 60.00
	Conduct Field Visit			0	0	0		0	\$ -
	Summarize Project Description and Prepare Figures		0	1		4.0		5	\$ 545.00
	Summarize Project Purpose and Need			0.5				0.5	\$ 82.50
	Indicate Type(s) of Project Improvements			0				0	\$ -
	Summarize Estimate of Probable Cost			0				0	\$ -
	Report Current and Design Year Estimated Traffic			0				0	\$ -
	Summarize Crash Data			0				0	\$ -
	Note Design Exceptions, Bicycle Designation, Traffic			0				0	\$ -
	Summarize Alternative (Assuming only one)		0	0.5				0.5	\$ 82.50
	Note Comments Provided by State/Federal Agencies			0.5				0.5	\$ 82.50
	Complete Section E. (Threshold Criteria) Checklist			0				0	\$ -
	Elaborate on Issues Addressed in Section E Receiving an Unfavorable Response		0	0				0	\$ -
	Complete Section G. (PCE Approval)			0				0	\$ -
	QC Document	0	0	0				0	\$ -
	Prepare and Submit Draft PCE for Initial Review			0.5				0.5	\$ 82.50
	Revise per NCDOT Initial Comments		0	0				0	\$ -
	Prepare and Submit Draft PCE for Final Review			0				0	\$ -
	QC Document / Review	0.5	0.5					1	\$ 217.50
	Revise per NCDOT and Submit Final PCE		0	0	0			0	\$ -
	Subtotal Workhours	0.5	2	6.5	4	5	3	47.5	\$ 2,725.00
4	Preliminary Design								
	Field Visit / Field Check Survey		0	0	0			0	\$ -
	Prepare Design Criteria			0.5	0.5			1	\$ 142.50
	Title Sheet			0		0.5		0.5	\$ 47.50
	Typical Section Sheets		0	0.5	1	0		1.5	\$ 202.50
	Incorporate Survey Data, Base Sheets			0.5	1	2		3.5	\$ 392.50
	Horizontal Alignment, Plan Sheets		0	1	2	1		4	\$ 500.00
	Synchronized Street Compatibility		0	0	0	0		0	\$ -
	Plot Edges of Pavements, Drafting				0.5	1		1.5	\$ 155.00
	Superelevation Calculations			0	0	0		0	\$ -
	Control Point Calculations			0	0			0	\$ -
	Vertical Alignment, Profile Sheets		0	0.5	2	1		3.5	\$ 417.50
	Plot Templates on Cross Sections			1	2	4		7	\$ 785.00
	Intersection Layout		0	0	0	0		0	\$ -
	Driveway Layout		0	0	0	0		0	\$ -
	Construction Limits				0.5	0.5		1	\$ 107.50
	Layout Cross Sections to Sheets			0	2	1		3	\$ 335.00
	Internal QA/QC and Revise	0.5	0.5	1	1	0.5		3.5	\$ 550.00
	Submit Preliminary Plans to Town, NCDOT		0	1	0		0	0	\$ -
	Revise per City, NCDOT comments		0.5	1	2	8		11.5	\$ 1,265.00
	Opinion of Probable Construction Cost		0	0.5	1	2		3.5	\$ 392.50
	Subtotal Workhours	0.5	1	6.5	15.5	21.5	0	45	\$ 5,292.50
5	Final Design								
	General Notes, Roadway Standards		0	0.5	0	0.5		1	\$ 130.00

TASK	KHA WORKHOUR ESTIMATE	PRINCIPAL	SENIOR ENGINEER/PM	PROJECT ENGINEER	ENGINEERING ANALYSIS	SENIOR TECHNICIAN	CLERICAL	TOTAL HOURS	LABOR COSTS
	Develop Conventional Symbol Sheet				0			0	\$ -
	Develop Special Detail Drawings		0	0	0	0		0	\$ -
	Detail Plans for Final Construction (typ, plan, profile)		1	2	4	2		9	\$ 1,200.00
	Develop Curb Radii Profiles			1	2	2		5	\$ 595.00
	Finalize Roadway Cross Sections			1	4	2		7	\$ 835.00
	Set Right-of-Way and Easements Requirements		0.5	1	2	1		4.5	\$ 600.00
	Plat Coordination		0.5	0.5	0			1	\$ 182.50
	Hydraulic Design:								
	Data Collection and Review			0	0			0	\$ -
	Field Reconnaissance			0	0			0	\$ -
	Preliminary Drainage Scheme		0.5	1	2			3.5	\$ 505.00
	Inlet Spread Calculations			0.5	2			2.5	\$ 322.50
	Small Culverts, Ditches, and Storm Drains		0	0	0	0		0	\$ -
	Draft Drainage Design onto Plans			0.5	2	4		6.5	\$ 702.50
	Internal QA/QC and Revise		1	1	1			3	\$ 485.00
	Revise Drainage Design per Town, NCDOT, Agencies		0	0.5	0.5	0		1	\$ 142.50
	Traffic Control Plans:								
	Develop Traffic Control Plans		0	1	2	1		4	\$ 500.00
	Revise per Town, NCDOT Comments			0	0.5	0		0.5	\$ 60.00
	Develop Final Pavement Marking Plan		0	0.5	2	2		4.5	\$ 512.50
	Internal QA/QC and Revise		1	1	1	0		3	\$ 485.00
	Erosion Control Plans:							0	
	Erosion Control Layout		0	2		1		3	\$ 425.00
	Erosion Control Design and Calculations			1	2			3	\$ 405.00
	Clearing and construction phases plan production			0.5	0.5	0		1	\$ 142.50
	Internal QA/QC and Revise	0	0	0.5	0.5	0		1	\$ 142.50
	Submit Plans and application to NC DENR			0	0		0	0	\$ -
	Revise per NC DENR comments			0	0	0		0	\$ -
	Pay Items and Quantity Calculations		0.5	2	4	2		8.5	\$ 1,100.00
	Develop Specifications including Special Provisions		1	1	2		12	16	\$ 1,325.00
	Opinion of Probable Construction Cost (2)	0	0.5	1	1			2.5	\$ 385.00
	Final Internal QA/QC	0.5	0.5	1	2	2		6	\$ 812.50
	Prepare NCR Exhibits	4	8	8		6		26	\$ 4,430.00
	Submit Final Plans to Town, NCDOT			2			2	4	\$ 450.00
	Revise Bid Document per Comments		0.5	1	1	1		3.5	\$ 480.00
	Subtotal Workhours	4.5	15.5	32	38	26.5	14	130.5	\$ 17,355.00
5A	Final Design/Retain Wall								
	Retaining walls			2	4	2		8	\$ 1,000.00
	Develop Specifications including Special Provisions		1	1	2			4	\$ 605.00
	Subtotal Workhours	0	1	3	6	2	0	12	\$ 1,605.00
6	Utility Coordination and Plans								
	Conflict Analysis		0.5	1		1		2.5	\$ 360.00
	Permit Coordination and Town Reviews		4	6				10	\$ 1,790.00
	Public/Private Utility Coordination		0	2	0	2		4	\$ 520.00
	Utility Meeting and Minutes		1	2				3	\$ 530.00
	Utility By-others Plans		0	2	4	2		8	\$ 1,000.00
	<i>New Rand Road Water and Sewer Line Designs</i>								
	Data Collection		5	0	5			10	\$ 1,600.00
	Plan/Profile Sheets -65%, 90% and 100% Submittal		6	10	40			56	\$ 7,650.00
	Internal QA/QC		2	2	6			10	\$ 1,450.00
	Special Provisions and Specifications		2		6			8	\$ 1,120.00
	OPCC -65%, 90% and 100%		2	1	4			7	\$ 1,045.00
	Detail and Notes		3		6			9	\$ 1,320.00
	Permitting -COR Development Services		2	2	12			16	\$ 2,170.00
	Subtotal Workhours	0	27.5	28	83	5	0	118.5	\$ 20,555.00
7	Signal Design								
	No additional services			0	0			0	\$ -
	Subtotal Workhours	0	0	0	0	0	0	0	\$ -
8	Bid Phase Services								
	No additional services		0	0			0	0	\$ -

TASK	KHA WORKHOUR ESTIMATE	PRINCIPAL	SENIOR ENGINEER/PM	PROJECT ENGINEER	ENGINEERING ANALYSIS	SENIOR TECHNICIAN	CLERICAL	TOTAL HOURS	LABOR COSTS
	Subtotal Workhours	0	0	0	0	0	0	0	\$ -
9	Project Coordination								
	Project Kickoff meeting with Town	0	0	0				0	\$ -
	Plan review meetings (2)	0	0	0				0	\$ -
	Meetings with NCDOT Rail Division (2)	4	8	6					\$ 3,530.00
	Meetings with NCRR (2)	4	8	6				18	\$ 3,530.00
	Monthly Progress Reports (6)		6				2	8	\$ 1,320.00
	Project Management and Coordination	4	8	4				16	\$ 3,200.00
	Subtotal Workhours	12	30	16	0	0	2	42	\$ 11,580.00
10	Construction Phase Services								
	To Be Determined.								
	Subtotal Workhours	0	0	0	0	0	0	0	\$ -

TOTAL WORKHOURS	17.5	77	92	146.5	60	19	395.5	\$ 59,112.50
------------------------	-------------	-----------	-----------	--------------	-----------	-----------	--------------	---------------------

DESIGN HOURLY RATE	\$ 235.00	\$ 200.00	\$ 165.00	\$ 120.00	\$ 95.00	\$ 60.00		
--------------------	-----------	-----------	-----------	-----------	----------	----------	--	--

Sub consultants								\$ 8,450.00
Expenses								\$ 2,560.00

Total								\$ 70,122.50
--------------	--	--	--	--	--	--	--	---------------------

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: US 70 to White Oak Creek Outfall Sewer Project Award		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Jonathan Ham, Asst. Town Engineer		
Presenter: Jonathan Ham, Asst. Town Engineer		
Brief Summary: The Engineering Department is recommending the US 70 to White Oak Creek Outfall Sewer Project to be awarded to The Wooten Company.		
Recommended Motion and/or Requested Action: Approve the awarding of the project to The Wooten Company.		
Detailed Notes: See attached memo and agreement.		
Funding Source: Fund Balance Committed for Utility Expansion (acreage fees)		
Cost: \$ 114,000.00	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:	TC	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner

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

MEMO

TO: Rodney Dickerson, Town Manager

FROM: Jonathan Ham, Assistant Town Engineer

DATE: February 13, 2018

RE: US 70 to White Oak Creek Outfall Sewer Project – The Wooten Company

As directed, staff developed a request for qualifications (RFQ) for the US 70 to White Oak Creek Outfall Sewer Project and put it out to potential firms and our website in December of 2017. We received five proposals, from Highfill Infrastructure Engineering, MacConnell & Associates, Timmons Group, The Wooten Company, and WithersRavenel.

A review team was assembled to read and score the qualifications based on the 11 criteria that were in the RFQ in compliance with the Mini-Brooks Act. Based on the scores and discussions of the team, The Wooten Company was found to have the most aggressive project schedule of the five and submitted projects that were nearly identical in scope and direction to the anticipated project the town.

Staff met with The Wooten Company and together developed a scope for the project, and The Wooten Company's proposed fee for the work is \$114,000.00.

The Wooten Company has worked with town staff on development projects with success and their staff is very familiar with the Town of Garner. I recommend award of the US 70 to White Oak Creek Outfall Sewer Project contract to The Wooten Company.

Please let me know if you have any questions.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Town of Garner _____ (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company _____ (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: US 70 to White Oak Creek Outfall Sewer Project _____ (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Provide Survey, Design and Supplemental Construction Contract Administration/Auditing Services as required to extend gravity sewer to bring sewer service into an area with a large potential for economic development. See Appendix 2 for a detailed scope of work. _____ (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 6 Months Design Phase and 4 Months Construction Phase from date of contract execution.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this

Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

- 1. A Lump Sum amount of \$47,900.

Engineering Survey.....	<u>\$10,200</u>
Design/Permitting.....	<u>\$37,700</u>

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

- 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
- 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
- 3. The total compensation for Services and reimbursable expenses is estimated to be \$49,200.

Supplemental Construction Contract Administration.....	<u>\$13,900</u>
Wetland/Stream Buffer Delineation.....	<u>\$2,000</u>
Periodic Construction Observation.....	<u>\$33,300</u>

2.04 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

a. Geotechnical Investigation ¹	<u>\$5,500</u>
b. As-Built Survey ²	<u>\$2,600</u>
c. SUE-Level A & B ³	<u>\$4,300</u>
d. Easement/Surveying & Mapping ⁴	<u>\$4,500</u>

¹Assumes up to 3 borings @ US Highway 70

²Per City of Raleigh standards

³Assumes Level A & B @ US Highway 70 (up to 4 Level A locates)

⁴Assumes up to 2 easement maps along proposed alignment

2.05 *Fee Summary*

Description	Payment Method	Fee
Engineering Survey	Lump Sum	\$10,200
Design/Permitting	Lump Sum	\$37,700
Supplemental Construction Contract Administration	Hourly	\$13,900
Wetland/Stream Buffer Delineation	Hourly	\$2,000
Periodic Construction Observation	Hourly	\$33,300
Geotechnical Investigation	Hourly	\$5,500
As-Built Survey	Hourly	\$2,600
SUE-Level A & B	Hourly	\$4,300
Easement Surveying & Mapping	Hourly	\$4,500
Total Project Fee:		\$114,000

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any

services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. Such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. The Engineer indemnifies the Owner for all matters arising out of negligence caused by the Engineer.**
- N. Wake County Superior Court or United States District Court for the Eastern District of North Carolina shall be the jurisdiction for any civil actions necessary.**

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction

managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 8.01 *Attachments:* Appendix 1 - Engineer's Standard Hourly Rates
Appendix 2 – Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Town of Garner

Engineer:
L.E. Wooten & Company dba The Wooten Company

By: _____
Print name: Rodney Dickerson
Title: Town Manager
Date Signed: _____

By: _____
Print name: W. Brian Johnson, PE
Title: Vice President
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
F-0115
State of: North Carolina

Address for Owner's receipt of notices:

P.O. Box 446
Garner, NC 27529

Address for Engineer's receipt of notices:

120 N. Boylan Avenue
Raleigh, NC 27603

PRE-AUDITED STATEMENT

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

Print Name: _____

Title: **Finance Officer**

By (Signature): _____

Date Signed: _____

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [REDACTED].

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

THE WOOTEN COMPANY
SCHEDULE OF FEES

HOURLY RATES FOR WAGE CATEGORIES

Wage Category	Hourly Billing Rate
Engineer I	\$ 88
Engineer II	\$ 114
Engineer III	\$ 143
Engineer IV	\$ 187
Architect II	\$ 128
Designer I	\$ 63
Designer II	\$ 80
Designer III	\$ 102
Designer IV	\$ 127
Construction Admin I	\$ 85
Construction Admin II	\$ 142
Construction Admin III	\$ 187
Construction Observer / Resident Project Representative	\$ 87
Utility Coordinator II	\$ 108
Utility Coordinator III	\$ 128
Survey Technician I	\$ 45
Survey Technician II	\$ 65
Survey Technician III	\$ 85
Survey Technician IV	\$ 105
Surveyor II	\$ 105
Surveyor III	\$ 125
Surveyor IV	\$ 145
GIS Analyst II	\$ 80
GIS Analyst III	\$ 105
GIS Analyst IV	\$ 120
Community Development Specialist II	\$ 83
Community Development Coordinator	\$ 108
Project Assistant	\$ 72

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

The Wooten Company makes annual adjustments on July 1st. The above hourly rates reflect current rates for the period through June 30, 2018. Hourly billing rates (per diem rates) will change effective July 1, 2018 to reflect Direct Payroll Costs (salaries) being paid at that time.

Effective Rates July 1, 2017 through June 30, 2018

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2015 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

**APPENDIX 2
TO THE
ENGINEERING SERVICES CONTRACT
BETWEEN
THE TOWN OF GARNER
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
SCOPE OF SERVICE
TO
US 70 TO WHITE OAK CREEK OUTFALL SEWER**

The following Attachment shall become a part of the Contract Agreement.

PROJECT INCLUDES

The project includes the following proposed improvement: **The extension of a 12”/15” gravity sewer across Highway 70 to bring sewer service into an area with a large potential for economic development. It is estimated that the length of the extension is 3,600 feet.**

DESIGN SERVICES

- (1) Complete topographic survey including approximately 4,000 linear feet of 50-foot wide strip survey.
- (2) Provide “level C” Subsurface Utility Engineering (SUE) services for horizontal subsurface utility location data. This includes utility research, type of utility and Owner, surveying and gathering existing utility information within the project limits for the following: Gas, Fiber Optic, Cable, Telephone, Water, and Sewer. Telephone consultation with utility providers and one (1) field meeting are included.
- (3) Provide preliminary research of existing easements and rights-of-way in the project area utilizing GIS data, DOT provided information and obvious existing property corners and monuments. This does not constitute a property or right-of-way survey of the project area. Advise the Owner of installation easements and rights-of-way needed for project.

- (4) Hold such conferences with representatives of the Owner as may be necessary to obtain data for developing the design project. Project budget is based on up to 4 design phase meetings.
- (5) Coordinate with NCDOT Turnpike Authority, as necessary, for I-540 proposed construction.
- (6) Identify wetlands, streams and buffers for Preconstruction Notification (PCN) application. The wetland information presented is subject to verification and approval by the NCDEQ and US Army Corps of Engineers. Preparation of PCN for a Nationwide Permit is included in the fee. If additional permitting and mitigation is required, this will be completed as an Additional Service.
- (7) Prepare design computations for the final sizing of the gravity sewer extension per City of Raleigh standards and Owner requirements.
- (8) Submit design drawings, based on City of Raleigh standards, at the following stages for Owner review and approval: 35%, 65%, Permit and Quality Control Review 90%.
- (9) Prepare and furnish contract plans, technical specifications, and bid quantities as necessary for the proper construction of the project. It is understood that Owner will prepare bidding contracts, using plans and specifications, as necessary for the taking of bids. Owner will handle all printing, etc. as necessary for bidding.
- (10) Submit the plans and specifications proposed for approval to the North Carolina Department of Environmental Quality-Division of Water Resources (401), and Land Quality, City of Raleigh-Sewer Permit, NC Department of Transportation – Encroachment Agreement, US Army Corps of Engineers – Preconstruction Notification (404).

SUPPLEMENTAL CONSTRUCTION CONTRACT ADMINISTRATION

- (11) Owner will provide Construction Contract Administration; Engineer will supplement this work as described below.
- (12) Prior to the start of construction, the Engineer will assist the Owner in preparing an agenda and conducting a preconstruction conference.
- (13) Review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors. Furnish the Owner with a complete set of shop drawings upon completion of construction.
- (14) Interpret the intent of the drawings and specifications to protect the Owner against defects and deficiencies in construction on the part of the contractors. The Engineer will not, however, guarantee the performance by any contractor.
- (15) Perform substantial and final completion walk-throughs with Owner and Contractor, complete construction contract closeout documentation, provide necessary certifications to Federal/State/Local agencies, and prepare final partial payment request for Owner to closeout project with the Contractor.
- (16) The Engineer will provide the Owner with three (3) sets of prints and a cd containing the pdf copy of the record drawings. Such drawings will be based upon construction records provided by the contractor during construction and an as-built survey.

CONSTRUCTION OBSERVATION

- (17) After award of the contract(s), the Engineer will provide periodic observation of the work as appropriate to the state of construction to supplement the Town inspections. The Project Engineer will make visits to the job site periodically to observe the progress of the work and consult with the Owner and the observer. The Observer's estimated number of work days on the project is 44 days (on average 2.5 days / wk).
- (18) Engineer's observer shall observe materials and finished workmanship, check all layouts of work, keep the necessary or required records of inspection, review estimates for payment to contractors and make reports to the project Engineer, and provide liaison between the Engineer and the Owner.

- (19) Engineer will submit observation reports to the Owner on a regular basis.
- (20) Engineer will make a final observation of all construction and provide a written certification of final observation to the Owner and the required regulatory agencies.

ADDITIONAL SERVICES

In addition to the foregoing services being performed, the following services may be provided upon prior written authorization of the Owner.

- (21) Conduct research and surveys and prepare necessary plats and maps for the determination of property Ownership and identification of sites and easements to be acquired for the construction of the project.
- (22) Provide Levels "A" and "B" Subsurface Utility Engineering (SUE) services through the project corridor or critical areas within the corridor. Level "A" shall be paid by each excavation performed and Level "B" shall be paid by the linear foot surveyed. All Level "C" SUE services are provided as part of the Basic Services of the contract as stated under above in Section 1.A Design Services.
- (23) Prepare downstream sewer analysis if required by City of Raleigh to support permit application to construct.
- (24) Prepare USACE Individual Permit.
- (25) Prepare Storm Water Management plan.
- (26) Prepare redesigns for the Owner after Final Plans and Specifications have been accepted by the Owner.
- (27) Appear before courts or boards on matters of litigation or hearings related to the project.
- (28) Design other additional utilities improvements not included in the original scope of services.
- (29) Conduct as-built survey of newly constructed facilities. Prepare record drawings based on survey and construction records provided by the Contractor.
- (30) Provide Construction Staking services for the Contractor.
- (31) Geotechnical Services.
- (32) Bidding Services.

- (33) NCDOT Certification of trenchless installations.

SERVICES PROVIDED BY THE OWNER

- (34) Designate a person to act as the Owner's representative with respect to the work to be performed under the agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
- (35) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
- (36) Pay all permit and application fees required for the project approval and construction.
- (37) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
- (38) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
- (39) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate for such examination.
- (40) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.
- (41) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.
- (42) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.
- (43) Bear all cost of incidentals for the compliance with the requirements of this article and the foregoing article entitled "Additional services".
- (44) Provide E-verify affidavit document for Engineer's execution.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Introduction of FY 2018-19 Budget Process		
Location on Agenda: Old/New Business		
Department: Town Manager's Office		
Contact: Mike Franks, Budget and Special Projects Manager		
Presenter: Mike Franks, Budget and Special Projects Manager		
Brief Summary: Staff will introduce the FY 2018-19 budget process, review key dates in the process, and discuss the Town Manager's priorities for developing the recommended budget.		
Recommended Motion and/or Requested Action: No action required.		
Detailed Notes: N/A		
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:	MR	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Budget Update

Fiscal Year 2018-19

Agenda

- Introduce Budget Team
- Key Dates
- Budget Issues/Priorities
- Questions?

Budget Team Members

- Rodney Dickerson, Town Manager
- John Hodges, Assistant Town Manager – Development Services
- Matt Roylance, Assistant Town Manager – Operations
- Pam Wortham, Finance Director
- Mike Franks, Budget & Special Projects Manager

Key Dates

- February 13th – Operating Budget and Decision Packages Due
- Mid-February – Mid March – Meetings with Departments
- April 16th-20th – Share Recommendations with Departments
- May 7th – Present Recommended Budget to Council
- June 4th – Public Hearing
- June 19th – Council Adopts Budget

Budget Priorities

- Manage growth in a composed manner
- Manage new and existing operational costs
- Implement multi-year planning process for capital projects and staffing needs
- Provide comprehensive benefits to retain and attract high-performing personnel
- Utilize technology and tools to improve service and workplace efficiency

QUESTIONS?

January

- FY 2017-18 Budget Kick-Off Meeting with Department Heads.....1.9.18
- Operating Budget Data Entry by Departments begins.....1.9.18
- Department Head Retreat.....1.26.18
- Last Day to Submit Personnel Forms & IT Request Forms to HR & IT1.30.18

February

- Last Day for HR & IT to Provide Response and Costs to Departments.....2.6.18
- Last Day to Enter Operating Budget2.13.18
- Last Day to Submit Decision Packages (New Positions, New IT Requests, New Equipment, New Programs) and Grant Applications2.13.18
- Last Day for Non-Departmental Agencies to Submit Budget Requests to Town.....2.13.18
- Personnel Budget Entered by Budget Team2.13.18
- Budget Team Internal Operating Budget Reviews2.14.17-2.19.18
- Operating & Capital Reviews with Departments.....2.19.18-3.9.18
- Introduction of Budget Process and Priorities at Council Meeting.....2.20.18
- Last Day to Submit PFRM Projects and CIP forms.....2.23.18

March

- FY 2018-19 Budget Preparation.....3.9.18-3.30.18
- Last Day for Department Narratives (Mission, Vision, Goals, Objectives, Performance Measures, Workload Indicators)3.14.18
- Budget Update at Council Work Session (If Needed)3.27.18

April

- FY 2018-19 Budget Preparation.....4.2.18-4.30.18
- Law and Finance Committee Meeting - Garner Volunteer Fire-Rescue, Inc.....4.9.18
- Final Budget Overview with Department Heads.....4.16.18-4.20.18
- Management Team Review of Printed Working Copy of Recommended Budget.....4.23.18-4.30.18
- Council Receives Copy of Proposed Budget/Initial Presentation.....4.30.18

May

- Recommended Budget - Public Hearing and Overview.....5.7.18
- Town Council Budget Special Work Session5.14.18
- Town Council Additional Budget Special Work Session (If Needed)TBD

June

- Recommended Budget Public Hearing.....6.4.18
- Proposed Council Adoption.....6.19.18
- Prepare Adopted Budget Book and Budget Brief.....6.20.18-6.30.18

July

- Prepare Adopted Budget Book and Budget Brief (continued).....7.2.18-7.31.18

August

- Publish Adopted Budget Book and Budget Brief.....8.15.18

September

- Submit Budget to GFOA.....9.30.18

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: February 20, 2018		
Subject: Lobbyist Report		
Location on Agenda: Reports		
Department: Administration		
Contact: Rodney Dickerson, Town Manager		
Presenter: Sam Bridges, Town Lobbyist		
Brief Summary: Town appointed Lobbyist to provide periodic updates on his activities and advise Town Council and staff on any pending actions that we need to take to put ourselves in a better position as it relates to policy, funding, and advocacy.		
Recommended Motion and/or Requested Action: Receive report; no action required		
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: No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	RD	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Reports

Memorandum

To: Rodney Dickerson, Town Manager
From: Pam Wortham, Finance Director
Date: February 12, 2018
Subject: Financial Reports for January 2018
CC: Town Council

Attached is the statement of revenues and expenditures for FY 2018 through January 31, 2018. We are seven months, or 58% through the budget year.

The report shows that year-to-date, the Town has collected approximately 64.6% of estimated revenues. Some important analysis of the Town's revenues included:

- Through the end of January, we have received 95.1% of budgeted Ad Valorem taxes. The remainder is expected to be received as vehicle registrations are renewed.
- We have received four sales tax distributions and are 2.16% ahead of this time last year.
- The Town's investments are performing well above projections, with over 96% of the budgeted amount realized.
- Building permit fees are 34.27% higher than compared to the same period last year.

Please review the attached Analysis of Revenues for additional information.

Overall, the report shows that the Town has expended approximately 54.4% of its budget. Through the same period the previous year, the Town had expended 57.6% of its budget. Important expenditure highlights include:

- Annual dues and subscriptions and several annually contracted services are usually paid at the beginning of the year.
- The Town has had fifteen pay periods year to date (57.7% of all pay periods).
- Most approved equipment and vehicle purchases (92% of the budgeted expenditures) have already been made.

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

Town of Garner
Statement of Revenues and Expenditures
For the Period July 1, 2017 to January 31, 2018

FOR INTERNAL USE ONLY

	Budget	Actual	Over (Under) Budget	Percentage of Budget	Actual Prior Year
REVENUES					
Ad valorem taxes	\$ 17,714,800	\$ 16,848,732	\$ (866,068)	95.1%	\$ 16,227,102
Other taxes and licenses	6,366,000	2,113,770	(4,252,230)	33.2%	2,068,070
Intergovernmental revenues	3,338,507	1,442,080	(1,896,427)	43.2%	1,131,174
Permits and fees	2,353,573	1,213,148	(1,140,425)	51.5%	1,176,833
Sales and services	543,898	260,027	(283,871)	47.8%	287,159
Investment earnings	160,000	153,850	(6,150)	96.2%	34,588
Other revenues	193,143	95,104	(98,039)	49.2%	299,127
Sale of capital assets	45,000	17,480	(27,520)	38.8%	40,025
Proceeds from issuance of debt	672,000	-	(672,000)	0.0%	-
Transfers in	79,400	-	(79,400)	0.0%	-
Appropriated fund balance	2,831,820	-	(2,831,820)	0.0%	-
Total Revenues	\$ 34,298,141	\$ 22,144,191	\$ (12,153,950)	64.6%	\$ 21,264,078
EXPENDITURES					
Governing body	\$ 431,145	\$ 283,563	\$ (147,582)	65.8%	\$ 190,720
Administration	1,445,178	740,443	(704,735)	51.2%	668,217
Finance	790,427	470,980	(319,447)	59.6%	391,939
Economic development	424,106	241,085	(183,021)	56.8%	155,601
Economic incentives	70,000	-	(70,000)	0.0%	-
Planning	840,153	369,871	(470,282)	44.0%	484,199
Inspections	1,022,307	486,414	(535,893)	47.6%	558,006
Engineering	624,908	331,635	(293,273)	53.1%	359,933
Information technology	590,305	250,409	(339,896)	42.4%	310,538
Police	8,451,331	5,235,098	(3,216,233)	61.9%	4,371,949
Fire services	3,279,369	1,798,497	(1,480,872)	54.8%	1,703,994
Public works	7,840,033	4,014,667	(3,825,366)	51.2%	3,775,621
Parks and recreation	2,085,854	1,099,985	(985,869)	52.7%	1,115,508
Debt service	3,924,469	2,353,811	(1,570,658)	60.0%	2,959,242
Special appropriations	1,326,037	977,484	(348,553)	73.7%	873,308
Transfers out	1,132,519	-	(1,132,519)	0.0%	-
Contingency	20,000	-	(20,000)	0.0%	1,000
Total expenditures	\$ 34,298,141	\$ 18,653,942	\$ (15,644,199)	54.4%	\$ 17,919,775
Revenues over Expenditures	\$ -	\$ 3,490,249	\$ 3,490,249		\$ 3,344,303

Town of Garner
 Analysis of Major Revenues
 For the Period July 1, 2017 Through January 31, 2018

Property Tax Collections <i>(collections compared to budget)</i>	Through Month Ending	
	1/31/2018	1/31/2017
Collections--Current Year	\$ 16,803,997	\$ 16,165,440
Collection % Budget	95.55%	94.98%
Collection % Value/Levy (both DMV & Wake County)	97.26%	96.29%

Property Tax Billings (from Wake County & DMV)	Through Month Ending		
	1/31/2018	1/31/2017	
Real Property Value	\$2,777,319,789	\$2,732,009,205	
Personal Property Value	203,660,399	179,065,109	
Public Service Property Value	132,723,662	118,064,138	
Vehicle Value	128,833,664	126,099,393	
Total	\$3,242,537,514	\$3,155,237,845	Percent Change 2.77%

Sales Tax Distributions	Through Month Ending		
	1/31/2018	1/31/2017	
Sales Taxes	\$2,004,985	\$1,962,671	2.16%
<i>Sales taxes distributed through 1/31 represent sales tax paid by consumers in July-October 2017.</i>			

Building Permit Fees	Through Month Ending		
	1/31/2018	1/31/2017	
Fees Collected	\$461,925	\$344,024	34.27%

PRCR Fees	Through Month Ending		
	1/31/2018	1/31/2017	
Recreation Fees	\$108,608	\$120,522	-9.89%
Facility Rentals	\$122,735	\$113,762	7.89%

Town of Garner
 Analysis of Budget to Actual Expenditures
 July 1, 2017 through January 31, 2018

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Town Council	288,528			194,571			
Postage		(100)			(210)		
Property Taxes		(1,250)			(3,274)		
Dues and Subscriptions		(47,579)			(45,748)		
	<u>288,528</u>	<u>(48,929)</u>	<u>239,599</u>	<u>194,571</u>	<u>(49,232)</u>	<u>145,339</u>	60.66%
Attorney	<u>142,617</u>		<u>142,617</u>	<u>88,992</u>		<u>88,992</u>	62.40%
Total Town Council	431,145	(48,929)	382,216	283,563	(49,232)	234,331	61.31%
Town Manager	612,194			328,393			
Postage		-			(186)		
Equipment Rental		(23,892)			(18,547)		
	<u>612,194</u>	<u>(23,892)</u>	<u>588,302</u>	<u>328,393</u>	<u>(18,733)</u>	<u>309,660</u>	52.64%
Town Clerk	160,200			83,105			
Telephone		(636)			(371)		
Dues and Subscriptions		(475)			(690)		
	<u>160,200</u>	<u>(1,111)</u>	<u>159,089</u>	<u>83,105</u>	<u>(1,061)</u>	<u>82,044</u>	51.57%
Human Resources	301,239			165,834			
Professional Services		(16,000)			(10,412)		
Postage		(59)			(183)		
Organizational Development		(8,150)			(7,250)		
Equipment Rental		(121)			(71)		
Contract Services		(35,804)			(22,417)		
	<u>301,239</u>	<u>(60,134)</u>	<u>241,105</u>	<u>165,834</u>	<u>(40,333)</u>	<u>125,501</u>	52.05%
Safety	<u>10,924</u>		<u>10,924</u>	<u>3,756</u>		<u>3,756</u>	34.38%
Communications	<u>252,317</u>		<u>252,317</u>	<u>102,034</u>		<u>102,034</u>	40.44%
Neighborhood Improvement	<u>108,304</u>		<u>108,304</u>	<u>57,321</u>		<u>57,321</u>	52.93%
Total Administration	1,445,178	(85,137)	1,360,041	740,443	(60,127)	680,316	50.02%

Town of Garner
 Analysis of Budget to Actual Expenditures
 July 1, 2017 through January 31, 2018

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Finance Administration	790,427			470,980			
Professional Services		(48,644)			(37,622)		
Postage		(2,903)			(1,191)		
Telephone		(636)			(371)		
Travel and Training		(7,437)			(921)		
Equipment Rental		(5,448)			(3,239)		
Contract Services		(84,553)			(68,963)		
Total Finance	790,427	(149,621)	640,806	470,980	(112,307)	358,673	55.97%
Economic Development	299,067			137,178			
Telephone		(1,272)			(742)		
Equipment Rental		(150)			(88)		
	299,067	(1,422)	297,645	137,178	(830)	136,348	45.81%
Economic Development Partners	125,039	-	125,039	103,907	-	103,907	83.10%
Total Economic Development	424,106	(1,422)	422,684	241,085	(830)	240,255	56.84%
Planning Administration	840,153			369,871			
Equipment Rental		(13,231)			(8,098)		
Dues and Subscriptions		(5,025)			(1,957)		
Total Planning	840,153	(18,256)	821,897	369,871	(10,055)	359,816	43.78%
Inspections	1,022,307			486,414			
Salaries - Temporary		(71,518)			(49,068)		
Equipment Rental		(369)			(219)		
Total Inspections	1,022,307	(71,887)	950,420	486,414	(49,287)	437,127	45.99%
Engineering	624,908			331,635			
Postage		(227)			(136)		
Telephone		(2,106)			(1,368)		
Equipment Rental		(9,571)			(5,887)		
Total Engineering	624,908	(11,904)	613,004	331,635	(7,391)	324,244	52.89%
Information Technology	594,305			250,409			
Equipment Rental		(121)			(71)		
Fuel		(150)			(45)		
Total Information Technology	594,305	(271)	594,034	250,409	(116)	250,293	42.13%

Town of Garner
 Analysis of Budget to Actual Expenditures
 July 1, 2017 through January 31, 2018

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Police	8,451,331			5,235,098			
Special Events		(6,850)			(4,964)		
Auto Maintenance		(56,000)			(34,495)		
Uniforms		(51,150)			(27,960)		
Contract Services		(454,985)			(296,586)		
Total Police	8,451,331	(568,985)	7,882,346	5,235,098	(364,005)	4,871,093	61.80%
Public Works Admin	438,300			212,048			
Equipment Rental		(5,448)			(3,290)		
	438,300	(5,448)	432,852	212,048	(3,290)	208,758	48.23%
Street Maintenance	1,809,480			973,729			
Salaries - Temporary		(35,000)			(25,367)		
Telephone		(1,272)			(742)		
	1,809,480	(36,272)	1,773,208	973,729	(26,109)	947,620	53.44%
Powell Bill	1,345,435			486,146			
	1,345,435	-	1,345,435	486,146	-	486,146	36.13%
Snow Removal	25,406			18,140			
	25,406	-	25,406	18,140	-	18,140	71.40%
Public Grounds	1,088,499			607,427			
Salaries - Temporary		(65,000)			(30,535)		
Longevity		(5,883)			(4,475)		
Travel and Training		(3,885)			(3,352)		
Auto Maintenance		(8,600)			(9,914)		
	1,088,499	(83,368)	1,005,131	607,427	(48,276)	559,151	55.63%
Solid Waste	1,922,038		1,922,038	1,115,171		1,115,171	58.02%
Public Facility	841,225			443,314			
Overtime		(3,173)			(2,167)		
Water and Sewer Charges		(63,875)			(37,242)		
	841,225	(67,048)	774,177	443,314	(39,409)	403,905	52.17%
Fleet Maintenance	369,650			158,692			
Department Supplies		(15,848)			(9,111)		
	369,650	(15,848)	353,802	158,692	(9,111)	149,581	42.28%
Total Public Works	7,840,033	(207,984)	7,606,643	4,014,667	(126,195)	3,888,472	51.12%

Town of Garner
 Analysis of Budget to Actual Expenditures
 July 1, 2017 through January 31, 2018

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Parks & Recreation Administration	351,419			182,250			
Longevity		(5,519)			(5,304)		
FICA		(15,861)			(9,058)		
Retirement		(26,018)			(15,012)		
Equipment Rental		(6,226)			(3,830)		
Fuel		(1,120)			(697)		
	<u>351,419</u>	<u>(54,744)</u>	<u>296,675</u>	<u>182,250</u>	<u>(33,901)</u>	<u>148,349</u>	50.00%
Arts and Events	569,666			237,224			
Salaries - Temporary		(33,051)			(18,613)		
Equipment Rental		(3,892)			(2,352)		
Department Supplies - July 3rd		(8,513)			(3,033)		
	<u>569,666</u>	<u>(45,456)</u>	<u>524,210</u>	<u>237,224</u>	<u>(23,998)</u>	<u>213,226</u>	40.68%
Youth & Athletics	509,043			264,551		264,551	
Salaries - Temporary		(138,178)			(59,320)		
FICA		(24,250)			(12,062)		
Utilities - Youth Tennis		(1,400)			(912)		
Utilities - Adult Softball		(2,000)			(782)		
Equipment Maintenance - Avery Street		(3,550)			(1,373)		
Auto Maintenance		(300)			(195)		
Equipment Rental		(5,726)			(2,972)		
Contract Services - Camp		(7,250)			(4,849)		
School Access Fees - Youth Basketball		(6,500)			(6,605)		
	<u>509,043</u>	<u>(189,154)</u>	<u>319,889</u>	<u>264,551</u>	<u>(89,070)</u>	<u>175,481</u>	54.86%
Adult & Senior Programs	330,200			205,575			
Longevity		(3,606)			(3,606)		
Telephone		(1,272)			(742)		
	<u>330,200</u>	<u>(4,878)</u>	<u>325,322</u>	<u>205,575</u>	<u>(4,348)</u>	<u>201,227</u>	61.85%
Outdoor Adventure	143,897			83,465			
Salaries - Temporary		(39,424)			(24,574)		
FICA		(7,174)			(4,266)		
Equipment Rental		(2,442)			(1,242)		
	<u>143,897</u>	<u>(49,040)</u>	<u>94,857</u>	<u>83,465</u>	<u>(30,082)</u>	<u>53,383</u>	56.28%
Program Partners	177,629			126,920			
	<u>177,629</u>	<u>-</u>	<u>177,629</u>	<u>126,920</u>	<u>-</u>	<u>126,920</u>	71.45%
Total Parks and Recreation	2,081,854	(343,272)	1,738,582	1,099,985	(181,399)	918,586	52.84%

Town of Garner
 Analysis of Budget to Actual Expenditures
 July 1, 2017 through January 31, 2018

	Budget	Items Identified In Budget	Budget After Identified Items	Expended to Date	Items Identified In Expenditures	Expenditures After Identified Items	Percentage Expended
Retirement	689,240			392,948			
Retiree Health Insurance		(351,694)			(226,055)		
	689,240	(351,694)	337,546	392,948	(226,055)	166,893	49.44%
Town Insurance	558,020			524,988			
Workers Compensation		(271,952)			(291,752)		
	558,020	(271,952)	286,068	524,988	(291,752)	233,236	81.53%
Subsidized Programs	57,431			45,732			
	57,431	-	57,431	45,732	-	45,732	79.63%
Office Administration	21,346			13,816			
Postage		(754)			(233)		
	21,346	(754)	20,592	13,816	(233)	13,583	65.96%
Special Appropriations	1,326,037	(624,400)	701,637	977,484	(518,040)	459,444	65.48%
Transfers	1,132,519	-	1,132,519	-	-	-	0.00%
Fire Services	3,279,369	-	3,279,369	1,798,497	-	1,798,497	54.84%
Debt Service	3,924,469	-	3,924,469	2,353,811	-	2,353,811	59.98%
Contingency	20,000	-	20,000	-	-	-	0.00%
Total All Departments	34,228,141	(2,132,068)	32,070,667	18,653,942	(1,478,984)	17,174,958	53.55%

**Building Activity by Type and Proposed Use for
Report Beginning: 01/01/2018 to Report Ending: 01/31/2018**

Addition

Proposed Use	Number of Units	Construction Value	Intown Value
HOTEL/MOTEL	1	\$882,721.00	\$882,721.00
MERCANTILE/RETAIL	1	\$25,000.00	\$25,000.00
SCREENED PORCH	1	\$12,510.00	\$12,510.00
SINGLE FAMILY DWELLIN	5	\$189,963.00	\$189,963.00
Total	8	\$1,110,194.00	\$1,110,194.00

Alteration

Proposed Use	Number of Units	Construction Value	Intown Value
ASSEMBLY/AMUSEMENT	1	\$235,000.00	\$235,000.00
BUSINESS/OFFICE	1	\$75.00	\$75.00
DECK	1	\$10,300.00	\$10,300.00
DUPLEX	1	\$27,000.00	\$27,000.00
MERCANTILE/RETAIL	1	\$85,000.00	\$85,000.00
SCREENED PORCH	1	\$11,800.00	\$11,800.00
SINGLE FAMILY DWELLIN	7	\$131,951.00	\$96,451.00
Total	13	\$501,126.00	\$465,626.00

Electrical

Proposed Use	Number of Units	Construction Value	Intown Value
BUSINESS/OFFICE	2	\$1,400.00	\$1,400.00
COMMERCIAL SIGN	2	\$3,000.00	\$3,000.00
ELECTRICAL SERVICE REC	1	\$900.00	\$0.00
GENERATOR	1	\$4,749.00	\$4,749.00
OTHER	1	\$300.00	\$300.00
SINGLE FAMILY DWELLIN	2	\$1,441.00	\$1,441.00
Total	9	\$11,790.00	\$10,890.00

Mechanical

Proposed Use	Number of Units	Construction Value	Intown Value
---------------------	------------------------	---------------------------	---------------------

GAS FUEL LINE	4	\$2,827.00	\$2,827.00
GAS LOGS	3	\$6,582.00	\$6,582.00
MECHANICAL REPLACEME	36	\$230,167.00	\$198,238.00
Total	43	\$239,576.00	\$207,647.00

New Building

Proposed Use	Number of Units	Construction Value	Intown Value
SINGLE FAMILY DWELLIN	12	\$2,264,815.00	\$2,264,815.00
STORAGE/WAREHOUSE	1	\$547,000.00	\$547,000.00
TOWNHOME	4	\$475,700.00	\$475,700.00
Total	17	\$3,287,515.00	\$3,287,515.00

New Structure

Proposed Use	Number of Units	Construction Value	Intown Value
MODULAR HOME/UNIT	1	\$53,718.00	\$0.00
SWIMMING POOL	1	\$38,000.00	\$38,000.00
Total	2	\$91,718.00	\$38,000.00

Plumbing

Proposed Use	Number of Units	Construction Value	Intown Value
ELECTRIC HOT WATER HE	1	\$4,400.00	\$4,400.00
GAS HOT WATER HEATER	1	\$1,820.00	\$1,820.00
IRRIGATION	1	\$5,000.00	\$5,000.00
PLUMBING	2	\$22,268.00	\$22,268.00
SEWER SERVICE	1	\$1,600.00	\$1,600.00
SINGLE FAMILY DWELLIN	1	\$9,857.00	\$9,857.00
TANKLESS HOT WATER HE	1	\$4,251.00	\$4,251.00
Total	8	\$49,196.00	\$49,196.00

Repair

Proposed Use	Number of Units	Construction Value	Intown Value
HOTEL/MOTEL	1	\$3,500.00	\$3,500.00
INSTITUTIONAL	1	\$7,500.00	\$7,500.00
Total	2	\$11,000.00	\$11,000.00

Sum

Total Number of Permits

102

Total Construction Value

\$5,302,115.00

Total Intown Value

\$5,180,068.00

BRD_RPT

Permit #:	2171333	Inside Town Limits Yes	
Issue date:	1/24/2018	Census tract:	PIN#: 1629-02-0924
Lot#:	145	Subdivision: OAK PARK	Total cost: \$167,431.00
PropAddress:	103 GUNDERSON DRIVE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2171347	Inside Town Limits Yes	
Issue date:	1/12/2018	Census tract:	PIN#: 0791-96-5115
Lot#:		Subdivision: N/A	Total cost: \$547,000.00
PropAddress:	902 PURSER DRIVE		
Owner's	DYNAMIC PROPERTIES	Owner's Phone:	919-422-6848
Contractor	CAROLINA BUILDING SYSTEMS	Contractor's Phone:	919-934-0916
Type of Improvement:	New Building	Proposed Use	STORAGE/WAREHOUSE
Permit #:	2180000	Inside Town Limits Yes	
Issue date:	1/9/2018	Census tract:	PIN#: 1711-34-1559
Lot#:	38	Subdivision: VANDORA WEST	Total cost: \$137,257.00
PropAddress:	118 COVINGTON CHASE COURT		
Owner's	KELLY CROSSING DEVELOPERS	Owner's Phone:	919-800-9169
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2180002	Inside Town Limits Yes	
Issue date:	1/2/2018	Census tract:	PIN#: 1711-11-6838
Lot#:		Subdivision: N/A	Total cost: \$235,000.00
PropAddress:	917 7TH AVE		
Owner's	ELLER CAPITAL	Owner's Phone:	919-904-4700
Contractor	THS NATIONAL LLC	Contractor's Phone:	919-741-6229
Type of Improvement:	Alteration	Proposed Use	ASSEMBLY/AMUSEMENT
Permit #:	2180012	Inside Town Limits Yes	
Issue date:	1/11/2018	Census tract:	PIN#: 1710-88-5080
Lot#:	22	Subdivision: PREAKNESS PLACE	Total cost: \$131,500.00
PropAddress:	158 PREAKNESS FARM DRIVE		
Owner's	D.R. HORTON, INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180021	Inside Town Limits Yes	
Issue date:	1/8/2018	Census tract:	PIN#: 1701-58-4517
Lot#:		Subdivision: N/A	Total cost: \$882,721.00
PropAddress:	1595 MECHANICAL BLVD		
Owner's	VITRAG INC	Owner's Phone:	
Contractor	SAI DEVELOPERS INC	Contractor's Phone: 919-840-8343	
Type of Improvement:	Addition	Proposed Use	HOTEL/MOTEL

Permit #:	2180028	Inside Town Limits Yes	
Issue date:	1/9/2018	Census tract:	PIN#: 1619-47-6345
Lot#:		Subdivision: N/A	Total cost: \$400,000.00
PropAddress:	614 BUFFALO ROAD		
Owner's	CHRISTIAN UMSTEAD	Owner's Phone: 919-669-8542	
Contractor	OLMSTEAD HOMESTEADS	Contractor's Phone: 919-669-8542	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180057	Inside Town Limits Yes	
Issue date:	1/31/2018	Census tract:	PIN#: 1720-40-6190
Lot#:	8	Subdivision: TUNBRIDGE	Total cost: \$157,200.00
PropAddress:	200 BAYBERRY WOODS DRIVE		
Owner's	WESTAN CONSTRUCTION	Owner's Phone: 919-614-6652	
Contractor	WESTAN CONSTRUCTION, LLC	Contractor's Phone: 910-229-2698	
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180061	Inside Town Limits Yes	
Issue date:	1/22/2018	Census tract:	PIN#: 1710-47-6252
Lot#:	71	Subdivision: LANDING AT HEATHER PARK	Total cost: \$119,505.00
PropAddress:	180 WELLONS CREEK DRIVE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone: 919-233-3886	
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone: 919-233-3886	
Type of Improvement:	New Building	Proposed Use	TOWNHOME

Permit #:	2180062	Inside Town Limits Yes	
Issue date:	1/22/2018	Census tract:	PIN#: 1710-47-6230
Lot#:	72	Subdivision: LANDING AT HEATHER PARK	Total cost: \$112,054.00
PropAddress:	186 WELLONS CREEK DRIVE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone: 919-233-3886	
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone: 919-233-3886	
Type of Improvement:	New Building	Proposed Use	TOWNHOME

Permit #:	2180063	Inside Town Limits Yes	
Issue date:	1/22/2018	Census tract:	PIN#: 1710-47-6129
Lot#:	73	Subdivision: LANDING AT HEATHER PARK	Total cost: \$124,636.00
PropAddress:	196 WELLONS CREEK DRIVE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	TOWNHOME

Permit #:	2180064	Inside Town Limits Yes	
Issue date:	1/22/2018	Census tract:	PIN#: 1710-47-6107
Lot#:	74	Subdivision: LANDING AT HEATHER PARK	Total cost: \$119,505.00
PropAddress:	204 WELLONS CREEK DRIVE		
Owner's	ROYAL OAKS BUILDING GROUP, LLC	Owner's Phone:	919-233-3886
Contractor	ROYAL OAKS BUILDING GROUP, LLC	Contractor's Phone:	919-233-3886
Type of Improvement:	New Building	Proposed Use	TOWNHOME

Permit #:	2180068	Inside Town Limits Yes	
Issue date:	1/22/2018	Census tract:	PIN#: 1711-24-6978
Lot#:	5	Subdivision: VANDORA WEST	Total cost: \$140,894.00
PropAddress:	121 VANDORA HILLS PLACE		
Owner's	KELLYS CROSSING DEVELOPER LLC	Owner's Phone:	919-800-9169
Contractor	SMITH DOUGLAS HOMES	Contractor's Phone:	919-812-0350
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180072	Inside Town Limits Yes	
Issue date:	1/25/2018	Census tract:	PIN#: 1700-73-6028
Lot#:	8	Subdivision: BREEZEWAY SOUTH	Total cost: \$486,000.00
PropAddress:	137 MEADOW OAK LANE		
Owner's	WILLIAM & DARIA STOLTZ	Owner's Phone:	919-886-1825
Contractor	HOME QUEST BUILDERS INC.	Contractor's Phone:	919-859-6208
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180073	Inside Town Limits Yes	
Issue date:	1/24/2018	Census tract:	PIN#: 1710-88-7119
Lot#:	11	Subdivision: PREAKNESS PLACE	Total cost: \$113,633.00
PropAddress:	206 OAKTON RIDGE PLACE		
Owner's	D.R. HORTON, INC.	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN

Permit #:	2180075	Inside Town Limits Yes	
Issue date:	1/24/2018	Census tract:	PIN#: 1710-88-7254
Lot#:	12	Subdivision: PREAKNESS PLACE	Total cost: \$121,485.00
PropAddress:	200 OAKTON RIDGE PLACE		
Owner's	D.R. HORTON, INC.	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2180076	Inside Town Limits Yes	
Issue date:	1/24/2018	Census tract:	PIN#: 1710-87-9968
Lot#:	31	Subdivision: PREAKNESS PLACE	Total cost: \$122,515.00
PropAddress:	112 ZULABELLE COURT		
Owner's	D.R. HORTON, INC.	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2180088	Inside Town Limits Yes	
Issue date:	1/30/2018	Census tract:	PIN#: 1710-88-9836
Lot#:	30	Subdivision: PREAKNESS PLACE	Total cost: \$101,200.00
PropAddress:	106 ZULABELLE COURT		
Owner's	D.R. HORTON INC	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN
Permit #:	2180089	Inside Town Limits Yes	
Issue date:	1/30/2018	Census tract:	PIN#: 1619-13-5015
Lot#:	40	Subdivision: CREEKSIDE	Total cost: \$185,700.00
PropAddress:	181 BINGHAM CREEK DRIVE		
Owner's	D.R. HORTON, INC.	Owner's Phone:	919-407-2037
Contractor	D.R. HORTON, INC.	Contractor's Phone:	919-407-2037
Type of Improvement:	New Building	Proposed Use	SINGLE FAMILY DWELLIN