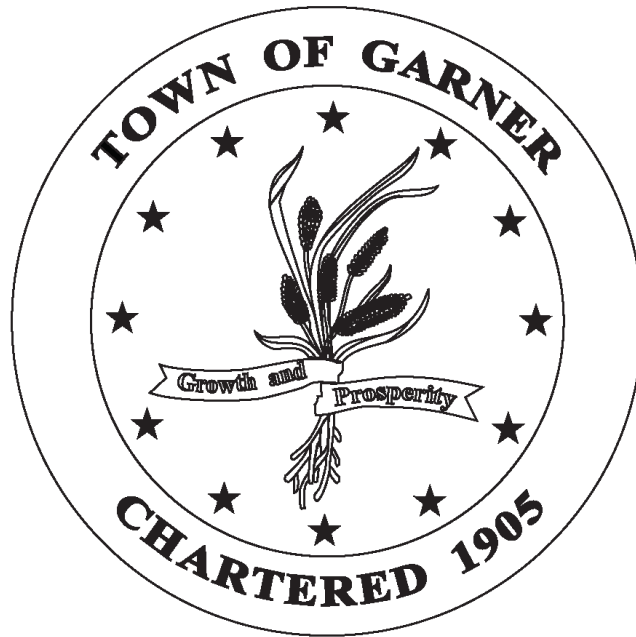


Town of Garner



Town Council Meeting August 6, 2024

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Regular Meeting Agenda
August 6, 2024**

The regular meeting of the Town Council will be conducted at 6:00 p.m. in Ronnie S. Williams Council Chambers located in Garner Town Hall, 900 7th Avenue, Garner.

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Buddy Gupton
- B. PLEDGE OF ALLEGIANCE: Council Member Demian Dellinger
- C. INVOCATION: Council Member Demian Dellinger
- D. PETITIONS AND COMMENTS
- E. ADOPTION OF AGENDA
- F. PRESENTATIONS

Introduction of Assistant Finance Director Tyler Harmon.

G. CONSENT

- 1. Resolution appointing Assistant Finance Officer.....Page 6
Presenter: David Beck, Finance Director

North Carolina General Statute chapter 159 requires each local government to designate a finance officer, lays out the duties of the position, and allows for deputy finance officers to be appointed as needed. A duly appointed deputy finance officer has the authority to carry out all the required duties of the finance officer in their absence. Having a deputy finance officer provides financial safeguards and ensures all duties of the finance officer position are adequately and effectively covered.

Action: Consider approving Resolution (2024) 2595.

- 2. Zoning Text Amendment # ZTA-23-02,
Garner Forward Implementation - Part B..... Page 8
Presenter: Jeff Triezenberg, Planning Director

Zoning text amendment request (ZTA-23-02) submitted by the Town of Garner Planning Department to add and/or revise regulations aimed at implementing the 2023 Garner Forward Comprehensive Plan. General topics for the attached ordinance include, but are not limited to: special use permits, table of permitted uses, research and development uses. These topics were deferred from the July 16, 2024, meeting for further discussion at the July 27 work session prior to consideration for adoption.

Action: Consider motion to adopt Ordinance (2024) 5286a.

- 3. Nuisance Abatements..... Page 12
Presenter: David Beck, Finance Director

Resolution declaring certain delinquent nuisance abatements as a lien on property. This resolution authorizes Wake County to add these abatement costs to Wake County property tax bills

Action: Consider approving Resolution (2024) 2596.

4. Surplus Property..... Page 15
Presenter: David Beck, Finance Director

Several assets being replaced as part of the VERT program are ready to be cycled out of service. Approval is sought to surplus this equipment and allow it to be sold at public auction. The proceeds of the sale will supplement the VERT budget to purchase replace vehicles and equipment.

Action: Consider approving Resolution (2024) 2597.

5. Council Meeting Minutes..... Page 17
Presenter: Stella Gibson, Town Clerk

Minutes from July 16, 2024 Regular and Closed Session Council meetings.

Action: Consider approving minutes.

6. Downtown Development Project..... Page 24
Presenter: John Hodges, Assistant Town Manager

At the July 30, 2024 Work Session, Council gave direction to staff to finalize a Master Development Agreement (MDA) for adoption.

Action: Consider adopting Resolution (2024) 2594 to authorize execution of the MDA.

H. PUBLIC HEARINGS

1. Voluntary Contiguous Annexation Petition # ANX-24-002,
2311 Parkway Dr. Page 62
Presenter: Jeff Triezenberg, Planning Director

Voluntary contiguous annexation petition (ANX-24-002) submitted by Beth Blackmon to bring 0.28 +/- acres into the corporate limits of the Town of Garner. The property is generally located at 2311 Parkway Drive and may be otherwise identified as Wake County PIN 0790516878.

Action: Consider approving Ordinance (2024) 5287.

I. NEW/OLD BUSINESS

1. Conditional Zoning Map Amendment w/ Subdivision Plan # CZ-SB-20-09,
Wilmington Place..... Page 68
Presenters: Jeff Triezenberg, Planning Director & Alison Jones, Development Review Manager

Conditional rezoning request submitted by Site Investments, LLC, to rezone 39.54 +/- acres from Single-Family Residential (R-9) and Multi-Residential (MR-1) to Multifamily 1

(MF-1 C236) Conditional for the construction of up to 55 zero-lot-line single-family detached homes and 61 townhouses. The 39.54-acre site is located off of Creech Road, south of Gatewood Subdivision and may be further identified as Wake County PIN(s) 1712900580 and 1722001533. Zoning conditions restricting range of permitted uses and adding commitments beyond the requirements of the UDO are included.

Action: Consider motion to approve by adopting Ordinance (2024) 5288.

J. COMMITTEE REPORTS

K. MANAGER REPORTS

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. CLOSED SESSION
Pursuant to N.C. General Statutes Section 143.318.11(a)(5) to discuss the possible real estate acquisition and the Town's negotiating position regarding such real estate.

O. ADJOURN

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Introduction of Assistant Finance Director		
Location on Agenda: Presentations		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: Introduction of Mr. Tyler Harmon as the Town's new Assistant Finance Director.		
Recommended Motion and/or Requested Action: For information only		
Detailed Notes:		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Appoint Deputy Finance Officer		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: North Carolina General Statute chapter 159 requires each local government to designate a finance officer, lays out the duties of the position, and allows for deputy finance officers to be appointed as needed. A duly appointed deputy finance officer has the authority to carry out all the required duties of the finance officer in their absence. Having a deputy finance officer provides financial safeguards and ensures all duties of the finance officer position are adequately and effectively covered.		
Recommended Motion and/or Requested Action: Adopt Resolution (2024) 2595		
Detailed Notes: For internal control purposes and continuity of service, it is recommended that the position of Assistant Finance Director be designated as a deputy finance officer. The position of Assistant Finance Director was recently filled by Mr. Tyler Harmon.		
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:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

RESOLUTION NO. (2024) 2595

RESOLUTION FOR THE APPOINTMENT OF A DEPUTY FINANCE OFFICER

WHEREAS, North Carolina General Statute 159-24 requires each local government and public authority to appoint a finance officer; and

WHEREAS, the existing Finance Director, Mr. David C. Beck, has been designated as the finance officer and will continue to serve in that capacity; and

WHEREAS, statutes allow the Town Council to designate other staff as deputy finance officers and having a deputy finance officer will provide financial safeguards and ensure that all duties of the finance officer are adequately and effectively covered; and

WHEREAS, Mr. Tyler Harmon who currently serves the town in the role of Assistant Finance Director has all the necessary skills, knowledge, and training to carry out the required duties of the finance officer position.

NOW, THEREFORE, BE IT RESOLVED the Town Council hereby appoints the position of Assistant Finance Director as the Deputy Finance Officer.

ADOPTED by the Town Council of the Town of Garner, North Carolina, this 6th day of August 2024.

ATTEST:

Buddy Gupton, Mayor

Stella L. Gibson, Town Clerk

Approved as to form:

Terri Jones, Town Attorney

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024 <input type="button" value="v"/>		
Subject: Zoning Text Amendment # ZTA-23-02, Garner Forward Implementation - Part B		
Location on Agenda: Consent <input type="button" value="v"/>		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: Zoning text amendment request (ZTA-23-02) submitted by the Town of Garner Planning Department to add and/or revise regulations aimed at implementing the 2023 Garner Forward Comprehensive Plan. General topics for the attached ordinance include, but are not limited to: special use permits, table of permitted uses, research and development uses. These topics were deferred from the July 16, 2024, meeting for further discussion at the July 27 work session prior to consideration for adoption.		
Recommended Motion and/or Requested Action: Consider motion to adopt Ordinance (2024) 5286a.		
Detailed Notes: Previous discussions of this amendment package occurred at the work sessions of June 27, 2023; July 25, 2023; and March 26, 2024. A public hearing was held on May 7, 2024. The Planning Commission unanimously recommended approval at their regular meeting of June 10, 2024.		
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:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

ORDINANCE NO. (2024) 5286a

**AN ORDINANCE TO AMEND ORDINANCE NO. (2022) 5132 ENTITLED
“THE ‘GARNER FORWARD’ TOWN OF GARNER UNIFIED DEVELOPMENT ORDINANCE
FOR THE TOWN OF GARNER AND ITS EXTRATERRITORIAL JURISDICTION”
REGARDING MATTERS OF IMPLEMENTING THE 2024 GARNER COMPREHENSIVE PLAN**

WHEREAS, the Town Council has conducted a public hearing and received a written recommendation from the Planning Commission regarding zoning text amendment case # ZTA-23-02 in keeping with the requirements of Section 4.6.3. of the Town of Garner Unified Development Ordinance; and

WHEREAS, the Town Council finds that ZTA-23-02 directly responds to various needs to align the Unified Development Ordinance with the recommendations of the Town’s Comprehensive Plan, and therefore, this request to amend the Unified Development Ordinance is consistent with the Town’s adopted land use plans; and

WHEREAS, the Town of Garner Planning Commission reviewed this case at their regular meeting of June 10, 2024, and unanimously recommended approval to the Town Council;

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

Section One. That Section 4.7.4. subsection A. be amended to read as follows:

4.7.4. Special Use Permit

Special use permits, as defined in G.S. § 160D-102(30) and described in G.S. § 160D-705(c), are required for uses which in an unmitigated state may create negative impacts to neighboring properties or uses. This process allows each proposed use to be evaluated by its merits and conditions specific to each site.

A. Applicability

Except for those uses listed in subsection 3, in addition to the other special uses listed in the use table in *Article 6. Use Regulations*, the following development types have significant city-wide impacts and require special use permits:

1. Any nonresidential or mixed-use development with an individual building(s) encompassing 100,000 square feet of gross floor area or more, except that this threshold shall be 250,000 square feet of gross floor or more for:
 - a. development within the Activity Center (AC) zoning district; or
 - b. development on a tract already within the corporate limits of the Town of Garner at the time of site-specific development application.
2. Any residential development or subdivision involving 200 dwelling units or more.

3. The following development types do not require a special use permit due to their recognized substantial economic and social benefits to the Town:
 - a. Research & Development
 - b. Hospital
 - c. Ambulatory Health & Emergency Care Facility

Section Two. That Section 5.9.1. subsection C. be amended to read as follows:

5.9.1. Nonresidential Development Standards

- C. Nonresidential and mixed-use buildings (including those with upper story residential use as noted in Figure 5.9-A) in the CMX district may exceed the designated height limit, provided the depth of the required front, rear and side yards shall be increased by a minimum of 0.5 feet for each foot, or fraction thereof, of building height exceeding the standard, or that the building may be designed with a stepped profile to achieve the same outcome.

Section Three. That Section 6.1. “Use Tables” be amended to read as follows:

6.1. USE TABLES

...

TABLE OF PERMITTED USES														
P = PERMITTED BY-RIGHT; SEE ADDITIONAL STANDARDS LISTED IN <i>ARTICLE 5.</i> ; S = SPECIAL USE PERMIT														
	RESIDENTIAL DISTRICTS							NONRESIDENTIAL AND MIXED USE DISTRICTS						
SPECIFIC USE	RA	R2	R4	R8	RMH	MF-A	MF-B	NMX	CMX	TBD	AC	LI	HI	NOTES
...														
CIVIC AND INSTITUTIONAL USE CATEGORY														
...														
Hospital									P		P	P		6.5.4.K.
Ambulatory Health & Emergency Care Facility									P		P	P		6.5.4.J.
...														
INDUSTRIAL, MANUFACTURING, WAREHOUSING, WASTE SERVICES, AND TRANSPORTATION USE CATEGORY														
...														
Research and Development									P			P	P	6.9.5.O.
...														

Section Four. That Section 6.9.5. be amended to add a new subsection O. to read as follows:

6.9.5. Specific Uses

O. Research and Development

1. Defined

An establishment primarily engaged in nanotechnology and biotechnology research and experimental development, or in conducting research and experimental development in the physical, engineering, cognitive and life sciences, such as agriculture, electronics, ecology, biology, botany, computers, chemistry, food, fisheries, forests, geology, health, mathematics, medicine, oceanography, pharmacy, physics, veterinary and other allied subjects.

2. Use Standards

(None)

Section Five. That Section 9.3.5.'s Table of Parking Requirements be amended to read as follows:

9.3.5. Off-Street Parking Requirement

TABLE OF PARKING REQUIREMENTS	
USE	MINIMUM NUMBER OF VEHICLE SPACES
...	
INDUSTRIAL, MANUFACTURING, WAREHOUSING, WASTE SERVICES, AND TRANSPORTATION USE CATEGORY	
...	
Research and Development	1.0 spaces per 1,000 square feet of gross floor area
...	

Section Six. That throughout the UDO, corrections of any errors in cross-references, citations, etc. in sections of the original adopted UDO brought about by the amendments within this case are made.

Section Seven. That all ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Duly adopted this 6th day of August 2024.

MAYOR

ATTEST: _____
TOWN CLERK

APPROVED AS TO FORM: _____
TOWN ATTORNEY

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Nuisance Abatements		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: Resolution declaring certain delinquent nuisance abatements as a lien on property. This resolution authorizes Wake County to add these abatement costs to Wake County property tax bills.		
Recommended Motion and/or Requested Action: Adopt Resolution (2024) 2596		
Detailed Notes:		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

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

RESOLUTION NO. (2024) 2596

A RESOLUTION ASSESSING THE COST OF ABATEMENT AGAINST THE PROPERTY ON WHICH THE
NUISANCE EXISTED

WHEREAS, the Town Council of the Town of Garner, pursuant to Chapter 160A of the North Carolina General Statutes and Chapter 6, Section 23 of the Town Code of the Town of Garner Ordinances has the authority to prevent, abate and declare unlawful nuisances and to make the cost of said abatement a lien against the premises where the nuisances existed, said liens to be collected in the nature of property taxes; and,

WHEREAS, the Town of Garner has abated nuisances on the below referenced properties in accordance with the Town Code referred to and has been unable to recover the abatement costs from the stated property owners; and,

WHEREAS, pursuant to North Carolina General Statutes 160A-193 the costs of the abatement involved with the abatement as well as the expenses of the action are a lien on the premises in the nature of a tax, which pursuant to North Carolina General Statutes 105-365.1 can be collected by a tax collector using the remedies provided by law.

NOW, THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF GARNER hereby confirms the cost of the abatement of the nuisances set out herein, pursuant to the General Statutes above referenced, confirms the same as liens against the premises, and requests the Wake County Tax Collector to collect the same in the nature of unpaid taxes:

LOCATION	PROPERTY OWNER(S)	REAL ESTATE ID	COST
122 Broughton St	Dwane Mitchiner	0043190	3,027.01
4202 Fayetteville Rd	Jing Hwa Inc	0177764	1,017.63
705 Forest Dr	Clifton Avery	0002824	686.44
1102 Aversboro Rd	Glove LLC	0035943	100.00
311 Foley Dr	Jacquelyn Betts	0170913	538.52
109 Red Caboose Ct	Angela Young	0328394	227.38
409 Crosspine Dr	RS Rental II LLC	0163879	248.04
1218 Northview St	Gladys Clayton	0058607	40.45
123 New Rand Rd	Clifton Collins	0014194	813.84
124 Myatt Fern Dr	Matthew Shaw	0447673	40.45

This resolution shall become effective upon adoption, recorded at the Wake County Registry and a copy thereof forwarded to the Tax Collector for Wake County.

Duly adopted this the 6th day of August 2024.

(Town Seal)

Buddy Gupton, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

Approved as to form:

Terri Jones, Town Attorney

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Surplus Property		
Location on Agenda: Consent		<input type="checkbox"/>
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
<p>Brief Summary:</p> <p>Several assets are being replaced as part of the VERT program and are ready to be cycled out of service. Approval is sought to surplus this equipment and allow it to be sold at public auction. The proceeds of the sale will supplement the VERT budget to purchase replace vehicles and equipment.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Adopt Resolution (2024) 2597</p>		
<p>Detailed Notes:</p> 		
<p>Funding Source:</p> <p>N/A</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p> 		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

RESOLUTION NO. (2024) 2597

RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS PERSONAL PROPERTY

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

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

That the Town Manager is hereby authorized to sell the following items as provided by G.S. 160A-266:

Asset Tag #	Year	Make/Model	Vin/Serial #
1257	2008	Ford E-350 Passenger Van	1FBSS31L08DA69129
4095	2015	Toro Pro Force Turbine Blower	315000111
4150		SG46 Stand On Sprayer	SG46-1902

AND BE IT FURTHER RESOLVED by the Garner Town Council that the Town Manager is hereby authorized to sell these items by private sale at a negotiated price as provided for by G.S. 160A-267.

Duly adopted this the 6th day of August 2024.

Buddy Gupton, Mayor

ATTEST: _____
Stella Gibson, Town Clerk

APPROVED AS TO FORM:

Terri Jones, Town Attorney

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Council Meeting Minutes		
Location on Agenda: Consent <input type="checkbox"/>		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: Minutes from July 16, 2024 Regular and Closed Session Council meetings.		
Recommended Motion and/or Requested Action: Consider approving 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:		
Finance Director:		
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

**Town of Garner
Town Council Regular Meeting Minutes
July 16, 2024**

The Council met at 6:00 p.m. in the Ronnie S. Williams Council Chambers at Town Hall, located at 900 7th Avenue, Garner.

CALL MEETING TO ORDER/ROLL CALL: Mayor Buddy Gupton

Present: Mayor Buddy Gupton, Mayor ProTem Elmo Vance, Council Members Kathy Behringer, Demian Dellinger, Phil Matthews, and Gra Singleton

Staff Present: Jodi Miller-Town Manager, John Hodges-Assistant Town Manager, Terri Jones-Town Attorney, Paul Padgett-Inspections Director, Ginny Jones-Interim Human Resources Director, Jeff Triezenberg-Planning Director, Leah Harrison-Planning Director, Nate Groover-Economic Development Director, Alison Jones-Development Review Manager, Erin Joseph-Assistant Planning Director, Stella Gibson- Town Clerk

CALL MEETING TO ORDER/ROLL CALL: Mayor Buddy Gupton

PLEDGE OF ALLEGIANCE: Council Member Kathy Behringer

INVOCATION: Council Member Kathy Behringer

Mayor Gupton shared a few thoughts regarding recent National events. Garner's greatest strength is our strength as a village, a village where we know our neighbors and help each other. He called for unity and to move beyond divisiveness, hate and violence. We have to focus on the things that bring us together.

PETITIONS AND COMMENTS

None

ADOPTION OF AGENDA

Motion: Matthews
Second: Vance
Vote: 5:0

PRESENTATIONS

None

CONSENT

Council Member Singleton requested that discussion of the No Parking Zone on Bellarose Way item be removed from the consent agenda for further discussion.

Kroger Opioid Settlement

Presenter: Terri Jones, Town Attorney

The Attorney General requested that each NC municipality adopt a new Resolution authorizing designated local officials to sign onto the Kroger Opioid Settlement and the Second Supplemental

Agreement for Additional Funds Part 2 (SAAF-2) so that the State and Wake County will receive its full share of the settlement payments.

Action: Adopt Resolution (2024) 2591.

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Minutes from the May 21, May 28, June 4, June 18 and June 25, 2024 Council meetings.

Action: Approve minutes.

Surplus Property Donation to Garner Fire-Rescue

Presenter: David Beck, Finance Director

Resolution to declare a 2008 Chevrolet Impala surplus property and authorize donation of the vehicle to Garner Volunteer Fire & Rescue, Inc. for use in their operations.

Action: Approve Resolution (2024) 2592.

Voluntary Contiguous Annexation Petition # ANX-24-002, 2311 Parkway Drive

Presenter: Jeff Triezenberg, Planning Director

Voluntary contiguous annexation petition (ANX-24-002) submitted by Beth Blackmon to bring 0.28 +/- acres into the corporate limits of the Town of Garner. The property is generally located at 2311 Parkway Dr and may be otherwise identified as Wake County PIN 0790516878.

Action: Approve Resolution (2024) 2593 to set public hearing for August 6, 2024.

Adoption of a Supplemental/Seasonal Part-time Classification and Pay Plan

Presenter: Virginia Jones, Interim Human Resources Director

An ordinance providing for the adoption of a Classification and Pay Plan for the Supplemental and Seasonal Part-time employees of the Town of Garner.

Action: Approve the Classification and Pay Plan for Supplemental and Seasonal Part-time Employees, Ordinance (2024) 5282

Action: Approve Consent Agenda

Motion: Singleton

Second: Matthews

Vote: 5:0

Council Member Singleton asked Mr. Hodges to provide clarification regarding the No Parking Zone on Bellarose Way.

No Parking Zone - Bellarose Lake Way

Presenter: Leah Harrison, Town Engineer

Request to obtain Council approval of one new No Parking Fire Lane Zone (Bellarose Lake Way).

Action: Authorize modification of Ordinance 10-84 to include a new no-parking zone; adopt Ordinance (2024) 5281.

Action: Approve No Parking Fire Lane Zone.

Motion: Singleton
Second: Matthews
Vote: 5:0

PUBLIC HEARINGS

Garner - Raleigh Annexation Agreement

Presenter: Jeff Triezenberg, Planning Director

The Town of Garner last adopted an annexation agreement with the City of Raleigh in August of 1996. Although this agreement technically expired on August 5, 2016, both municipalities have been informally conducting their annexation programs as if the original agreement were still in effect. Since its expiration in 2016, there have not been any annexations that would have conflicted with the previous agreement. Minor adjustments are now proposed; however, the line of agreement remains largely the same.

There were no public comments.

Mayor Gupton closed the hearing.

Action: Adopt Ordinance (2024) 5283.

Motion: Vance
Second: Behringer
Vote: 5:0

A Voluntary Contiguous Annexation Petition # ANX-24-005, Spring Drive Townhomes

Presenter: Jeff Triezenberg, Planning Director

Voluntary contiguous annexation petition (ANX-24-005) submitted by Rehab Hamad to bring 2.23 +/- acres into the corporate limits of the Town of Garner. The property is generally located at 0 Spring Drive and may be otherwise identified as Wake County PIN 1701625974.

There were no public comments.

Mayor Gupton closed the hearing.

Action: Adopt Ordinance (2024) 5284.

Motion: Singleton
Second: Vance
Vote: 5:0

Voluntary Contiguous Annexation Petition # ANX-24-004, Cambria

Presenter: Jeff Triezenberg, Planning Director

Voluntary contiguous annexation petition (ANX-24-004) submitted by Beth Blackmon to bring 128.02 +/- acres (plus 7.09 +/- acres in adjacent right-of-way for 135.11 acres total) into the corporate limits of the Town of Garner. The property is generally located at 0, 2121, 2437, 2425 New Bethel Church Road and may be otherwise identified as Wake County PIN(s) 1629805447, 1629803590, 1629806354, 1629827686, 1629518996, 1629716106 and 1629807955.

Beth Blackmon with the Timmons Group was present on behalf of the applicant. Council Member Dellinger asked what steps would be taken to avoid burning and dumping at this site and Ms. Blackmon asked Rob Rudloff to speak on this subject. Mr. Rudloff with Pulte shared that they have ceased burning and will not be doing that going forward. In regard to the dumping, this was being done without the owner's knowledge and has since been addressed with the contractor.

There were no public comments.

Mayor Gupton closed the hearing.

Action: Adopt Ordinance (2024) 5285.

Motion: Vance
Second: Matthews
Vote: 5:0

Tier 2 Conditional Rezoning # CZ-MP-23-04, Homestead at Bryan Farm

Presenter: Erin Joseph, Assistant Planning Director

Tier 2 conditional rezoning request submitted by the Lennar Corporation to rezone 99 +/- acres from Rural Agricultural (RA) to Residential 8 (R8 C306) Conditional for a collective maximum of 265 dwelling units (note: down from 291 in the original application) including individual maximums of 107 townhouse units and 167 single-family detached units. The site is generally located on the northwestern corner of Hebron Church and Clifford roads and may be further identified as Wake County PIN 1629568117 and 162958117 (portion of).

Attorney Collier Marsh with Parker Poe, highlighted changes made to their project based on Council's comments at the previous meeting.

There were no public comments.

Mayor Gupton closed the hearing.

Action: Refer to Planning Commission for consistency review and recommendation.

Motion: Vance
Second: Behringer
Vote: 4:1

Council Member Dellinger voted nay.

Special Use Permit # SUP-SP-22-10, Bennett Assemblage Apartments North

Presenter: Alison Jones, Development Review Manager

Mayor Gupton explained the procedures to be followed during this hearing and asked Council to disclose any bias, ex parte communications, any close familial, business or other associational relationships with an affected person, or have a financial interest in the outcome. Hearing none, the Clerk administered the Oath to Beth Blackmon, Jeff Hochanadel, Nil Ghosh, Knox Jolly, Danny Copeland, Jeff Triezenberg, Alison Jones, and Leah Harrison.

Continued Special Use Permit request submitted by RST Development LLC. to establish the development of a multifamily (triplex and higher, including apartment) residential community of 177 dwelling units on a 9.86 +/- acre portion of a larger 64.92 +/- acre site where the overall density shall not to exceed 9.8 dwelling units/acre. The site is located at 7100 Fayetteville Road and may be further identified as Wake County PIN # 0790118607

Nil Ghosh, attorney for the applicant, highlighted changes made to their project based on Council's comments at the previous meeting.

There were no public comments.

Action: Approve Special Use Permit with conditions.

Motion: Matthews
Second: Vance
Vote: 5:0

NEW/OLD BUSINESS

Zoning Text Amendment # ZTA-23-02, Garner Forward Implementation

Presenter: Jeff Triezenberg, Planning Director

Zoning text amendment request (ZTA-23-02) submitted by the Town of Garner Planning Department to add and/or revise regulations aimed at implementing the 2023 Garner Forward Comprehensive Plan. General topics include, but are not limited to: regulatory adjustments to nonconforming site elements, special use permits, transportation overlay zones, table of permitted uses, townhouse and two- to four-family dwelling unit definitions, research and development uses, open space, block faces, building materials, shared parking, perimeter buffers on small lots, administrative modifications, MF-B district uses and standards, and building heights.

Following the staff presentation by Mr. Triezenberg, several Council Members expressed concerns about some of the proposed amendments and others were postponed for further discussion at the July 30 Work Session. Non-controversial amendments could be adopted now.

Action: Approve Ordinance (2024) 5286 with the exceptions of Sections 2, 3, 6-8 and 17.

COMMITTEE REPORTS

MANAGER REPORTS

- Quarterly Capital Project Report
- Quarterly Financial Report
- Talk of the Town

ATTORNEY REPORTS

Ms. Jones reminded Council that the Code of Conduct & Ethics was presented at the June Work Session and Council Members committed to providing comments to the Legal Department by the end of July. Once these are received, they will be complied and a revised draft will be presented to Council for consideration.

COUNCIL REPORTS

Matthews

- Thanked those involved in making the July 3rd celebration such a great event.
- Shared that there is a Farmers Market across from Lake Benson Park that is open Friday, Saturday, and Sunday.

Singleton

- Agreed with Council Member Matthews that the July 3rd celebration was a great event.
- Reported receiving an email from a gentleman regarding traffic control measures in his area and Ms. Miller responded that staff would reach out and provide this information.
- Reported being contacted by a citizen who expressed his appreciation to staff for always responding to his concerns so promptly.

Mayor Gupton, Mayor ProTem Vance, Council Member Behringer and Dellinger had nothing to report.

CLOSED SESSION

NCGS 143-318.11(a)(3) and (5) to consult with attorney regarding condemnation litigation and to discuss the acquisition of property.

Ms. Jones reported that after discussion regarding the acquisition of easements needed for the Aversboro Road and Garner Road sidewalk projects by negotiated purchase or eminent domain, Council adopted Resolution (2024) 2589 to authorize the acquisition for the Garner Road easements and Resolution (2024) 2590 to approve acquisition of easements needed for the Aversboro Road project.

ADJOURN: 9:27 p.m.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024 <input type="button" value="v"/>		
Subject: Downtown Development Project		
Location on Agenda: Consent <input type="button" value="v"/>		
Department: Town Manager's Office		
Contact: John Hodges, Assistant Town Manager		
Presenter: John Hodges, Assistant Town Manager		
Brief Summary: At the July 30, 2024 Work Session, Council gave direction to staff to finalize a Master Development Agreement (MDA) for adoption.		
Recommended Motion and/or Requested Action: Recommend adoption of Resolution (2024) 2594 to authorize execution of the MDA.		
Detailed Notes: The Town and LMG Garner LLC have negotiated a downtown development project for the construction of a mixed used building adjacent to the Garner Recreation Center which will include 10,000 of new retail space and 24 apartment units , including three dedicated for workforce housing.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JMH	
Finance Director:		
Town Attorney:	TJ	
Town Manager:	JM	
Town Clerk:		

MASTER DEVELOPMENT AGREEMENT

BY AND BETWEEN

LMG GARNER LLC

AND

TOWN OF GARNER, NORTH CAROLINA

EFFECTIVE DATE: August 6, 2024

PARCEL IDENTIFICATION NUMBER:

PIN # 1711-62-4396

SCHEDULES & EXHIBITS:

Schedule 1.4	Property Description
Schedule 1.11a	Development Plan
Schedule 2.8	Development Schedule
Exhibit A	Purchase Agreement Draft
Exhibit B	Known Easements

This MASTER DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of August 6, 2024, between LMG GARNER LLC, a Florida limited liability company (“Developer”), and the Town of Garner, a North Carolina municipal corporation (“Town”). Developer and Town are sometimes referred to in this Agreement collectively as the “Parties” and singularly as a “Party”.

1. RECITALS

- 1.1. Town is a duly organized North Carolina municipal corporation acting through its Town Council, having its principal office located at 900 7th AVENUE, GARNER, NC 27529.
- 1.2. Developer is a limited liability company having its principal offices located at 101 NE 3rd AVENUE, SUITE 1500, FORT LAUDERDALE, FL 33301, is experienced at developing real estate in North Carolina and elsewhere, within the public-private context and otherwise, and is authorized to do business in North Carolina.
- 1.3. In accordance with N.C.G.S. § 160D-1312 and 160D-1315, Town desires to create a downtown development project that will function as a center of economic, civic, and cultural activity in the community and by (i) strongly supporting increased economic development to provide additional jobs for residents of Garner and the region, (ii) to expand business within the Town, and (iii) to develop a healthy robust economy through the means of downtown redevelopment and investment.
- 1.4. Town is owner in fee simple of approximately 0.75 acres of real property in Downtown Garner, adjacent to the Garner Recreation Center, located at the corner of W. Main Street and Purvis Street, which referred to as the “the **Property**” and further described on **Schedule 1.4**.
- 1.5. On October 26, 2020, Town released a Solicitation for Development Partners (the “SDP”) soliciting proposals from real estate developers for a catalyst project that will function as the economic, civic, and cultural core of the community while invigorating the downtown.
- 1.6. On January 15, 2021, Developer submitted its response to the SDP (the “**Proposal**”) and was selected on July 31, 2021.
- 1.7. On August 31, 2023, The Town and Developer entered an Amended and Restated Memorandum of Understanding (“**MOU**”). The Developer intends to oversee construction of approximately 24 residential units and 10,000 square feet of retail space (the “**Mixed-Use Structure**” and the “**Project**”). The total cost of the Project, including pre-development costs, construction costs, design and planning costs, financing, and other soft costs is projected to be more than \$9,000,000.
- 1.8. At least three of the proposed units will constitute “**Workforce Housing**”, which is defined for the purposes of this Agreement as a unit that is attainable for rent by a household earning up to eighty percent (80%) of the “Area Median Income” as set forth and defined by the U.S. Department of Housing and Urban Development. Compliance with this provision shall be reported to the Town in accordance with a Workforce Housing Agreement to be executed by the parties in advance of the issuance of the first residential unit certificate of occupancy.
- 1.9. On July 30, 2024, this agreement was presented for approval by the Town Council. The Town Council adopted Resolution, (2024) 2594 authorizing execution of this Agreement effective August 6, 2024.

- 1.10. The purpose of this Agreement is to facilitate the development and construction of the Project in a way that results most effectively in the public benefits intended for the Town and the private benefits intended for the Developer. The development and construction of the Project requires a major investment by the Developer in facilities and on-site improvements and substantial commitment of public and private resources to achieve the benefits of the Project for Developer and Town.
- 1.11. The general benefits to be received by Town from the implementation of the Project include, without limitation:
 - a. Realization and implementation of the “**Development Plan**” which is attached and incorporated into this Agreement as **Schedule 1.11(a)**;
 - b. Establishment of integrated site plans, urban design elements including uniform engineering, landscapes and architecture that contribute to the revitalization of the Property in downtown Garner;
 - c. Provision of housing opportunities in downtown Garner; and
 - d. New public on-street parking in downtown Garner within existing railroad right-of-way.
- 1.12. The general benefits to be received by Developer from the implementation of the Project include without limitation, integration of site plans, urban design elements, land uses, architecture, site engineering, landscape architecture, and mitigation measures over the Property;
- 1.13. In exchange for these benefits, the Parties desire to proceed with the Project in accordance with the terms and conditions contained in this Agreement, subject to any amendments to this Agreement made in accordance with this Agreement.

NOW, THEREFORE, based upon the terms and conditions set forth in this Agreement and in consideration of the mutual promises and assurances provided in this Agreement, Town and Developer hereby agree that the Recitals as stated above are incorporated herein and made a part of this Agreement and the following terms:

2. TERMS

2.1. Purchase of Property.

- a. Purchase Price. Subject to the terms of this Agreement and the satisfaction of the conditions precedent contained in this Agreement, the Town will sell the Property to Developer as the site of the Project and Developer will pay to Town \$100,000 or the appraised value for the Property, whichever is higher, (the “**Initial Sales Price**”) on the terms and conditions governed by the Purchase and Sale Agreement to be executed by the Town and Developer. Town intends to sell and convey fee simple title to the Property in its AS-IS, WHERE-IS condition. The Sales Price shall be paid by Developer to Town on the “Closing Date”, as defined in the subparagraph 2.1(b) immediately below, by wire delivery of funds through the Federal Reserve System to an account designated in writing by Town.
- b. Closing. Town shall convey the Property to Developer and Developer shall acquire the Property from Town in one transaction as set forth below (the "Closing"). The date for the Closing (the "**Closing Date**") shall be no later than thirty (30) days after the satisfaction of all conditions

precedent for the Closing, as set forth below, but in any event no later than January 15, 2025 (the "**Out Date**"). Either party may extend the Closing Date by sixty (60) days, including an extension beyond the Out Date. No extension of the Closing Date will, without the mutual agreement of the parties, extend any other deadlines set forth in this Agreement or the documentation to be entered into pursuant to this Agreement, at the Closing Date or otherwise. If, after the Out Date and any applicable extension above, any of the conditions precedent to the Parties' obligation to close is not fulfilled, then Developer or Town may terminate this Agreement and neither party shall have any obligation to the other hereunder except to the extent that such obligations expressly survive the expiration or other termination of this Agreement. The Closing shall be held in escrow by an Escrow Agent as mutually chosen by Developer and Town. In addition to this Agreement, Town and Developer will execute a related Purchase and Sale Agreement in a form similar to **Exhibit A**.

c. Conditions Precedent for Closing by Developer:

- i. Issuance to Developer of all governmental permits and licenses requisite for the construction of the Project in accordance with established procedures;
- ii. Approval by Town of the Development Plan and Project Design Drawings in accordance with established procedures, including:
 - 1) Schematic plans for the Mixed-Use Structure, including the retail component; and
 - 2) Schedule of additional public interest components such as public parking, public art, and kiosks.
- iii. No default by Town.

d. Conditions Precedent for Closing by Town:

- i. Approval and execution by the Developer of the Purchase and Sale Agreement described in Section 2.1(a);
- ii. Receipt of the appraisal of the Property;
- iii. Payment by Developer of the Purchase Price to Town;
- iv. Evidence of Developer's Financing to the satisfaction of the Town;
- v. Approval by Town of the Subdivision Plat prepared and recorded by Developer;
- vi. Approval by Town of the Development Plan, including:
 - 1) Schematic plans for the Mixed-Use Structure;
 - 2) Schedule of additional public interest components such as public parking, public art, and kiosks.
- vii. No default by Developer.

e. Other Closing Documents. At the Closing:

- i. Town will deliver to Developer a Special Warranty Deed for the Property on the form approved by the North Carolina Bar Association or equivalent form approved by the Town Attorney, free and clear of any mortgages, deeds of trust, or other monetary liens and subject only to the Permitted Exceptions and certain declarations of covenants and restrictions, easements, and encroachments (the "Deed");
 - ii. Town will deliver to Developer a North Carolina compliant lien and possession affidavit regarding the Property to Developer and Developer's title insurer as customarily required by title insurers in North Carolina; and
 - iii. Town and Developer will deliver to each other fully executed counterparts to the Closing statement.
- 2.2. Mixed-Use Structure. Developer shall be solely responsible for the total cost of private development on the Property and shall cause to be invested a minimum of \$8,000,000.
- 2.3. Performance of Governmental Functions. The terms of this Agreement regarding the design and construction of the Project and the role of Town in the Project are independent of any obligations binding upon Town or Developer pursuant to applicable laws and ordinances. In no event will any approvals given by Town pursuant to the terms of this Agreement constitute the performance by Town of any review or issuance of any permits, approvals, or licenses that it is obligated to conduct or consider pursuant to any law, or ordinance or both. Nothing in this Agreement nor any approvals or consents by Town in connection with this Agreement will in any way stop, limit, or impair Town from exercising or performing any regulatory, policing, or other governmental function with respect to either Party, including, but not limited to, the review, approval and issuance by Town of applications, approvals, permits and licenses regarding the Project pursuant to any laws and ordinances. Town will, to the extent reasonably appropriate and permitted by applicable laws and ordinances, facilitate Developer's submissions, requests, and applications pursuant to the applicable laws and ordinances governing the Project; provided Developer's submissions, requests and applications are complete, include all necessary fees and are otherwise compliant with applicable laws and ordinances.
- 2.4. Property Documents. The Town represents to Developer that Town has delivered all the following documents and information regarding the Property to Developer in the Town's possession (collectively, the "**Property Documents**"):
 - a. All boundary or other physical surveys;
 - b. All title insurance policies with copies of exceptions;
 - c. All environmental site assessments; and
 - d. All other reports, appraisals, inspections and documents regarding the condition or value of the Property.

Town makes no representation or warranty regarding the currency or accuracy of any of the Property Documents. Developer acknowledges that its receipt of the Property Documents does not in any way relieve Developer from conducting its own required surveying; title examination; architectural, engineering, environmental, topographical, geological, soil, developmental, inspections and other due diligence reasonably sufficient to determine the condition of the Property (collectively, the "Inspections").

2.5. Due Diligence Regarding Property.

- a. Developer acknowledges that all necessary diligence has been previously conducted.
- b. Developer shall indemnify and hold harmless Town from any claims arising out of the negligent acts or omissions of Developer, its employees, agents, contractors, or subcontractors in making the Inspections.

2.6. Project.

- a. The Development Plan is subject to the Town's land use and development approval process.
- b. The comprehensive development plans which are generally consistent with the description of the Town's vision and objectives for the Project as described in the SDP and this Agreement shall include a general description of all proposed development of the Project and required infrastructure improvements, including, but not limited to, its design and construction. The Development Plan shall also include the following:
 - i. Land use programming and completion of a master plan in concert with Town's vision;
 - ii. Preliminary plan for phased development;
 - iii. Plan for re-platting the Property boundaries;
 - iv. Financing plan;
 - v. Architectural and engineering designs;
 - vi. A list of all necessary governmental permits and approvals; and
 - vii. All construction-related requirements (such as soil conditions and environmental constraints consistent with the Development Plan).
- c. The Town, together with its duly authorized agents and employees, may inspect and monitor the Project and the work performed on the Project at any time with commercially reasonable prior notice to Developer; provided that the Town, and its duly authorized agents and employees shall follow Developer's reasonable safety regulations.
- d. Workforce housing units shall be comparable in quality to all other residential units.

2.8 Schedule and Order of Development. Developer shall administer all aspects of the development of the Project subject to all applicable laws, rules, and regulations, including the code requirements of the Town and based upon a “**Development Schedule**” set forth in **Schedule 2.8**.

Except as otherwise described and agreed to in this Agreement, Developer shall develop the Project consistent with the architecture, streetscape and the character of the adjacent area and downtown Garner and shall conform to the terms of the Development Plan. Developer will, during the design phase of the Project, develop and implement a design review process that will provide Town and its professional staff the right to review and approve, reject, or suggest modifications to the Development Plan, including regularly scheduled meetings in accordance with the construction schedule, to update Town on Developer's progress of the Project. Developer shall conduct scheduled meetings monthly to keep Town apprised of the progress of development of the Project. The meetings shall include the Developer, Town representatives and the specialty consultants. Developer shall prepare and distribute detailed, accurate minutes for all such meetings.

2.9 Development Standards.

- a. Developer shall perform the work in accordance with the standard of care and expertise normally employed by development firms, consultants and contractors performing similar services in metropolitan areas in North Carolina, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.
- b. Developer hereby warrants to Town that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Development Plan. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by Town, the Developer shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the construction of Phase 1 of the Project. Developer shall indemnify and hold harmless Town from any losses, damages, and/or liabilities, to or because of a breach of this provision.
- c. Developer shall apply for and maintain in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project and comply with all the terms and conditions applicable to the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project.
- d. Developer shall prepare and distribute to Town a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by Town, and financial accounting reports, including monthly progress reports on the quality, progress, and cost of construction.
- e. During the construction and development period of the Project, Developer shall conform to all applicable Laws and Ordinances and Regulations.
- f. The Affordable Housing units shall be made with the same quality as the rest of the units in the development.

2.10 Indemnity of Town. To the fullest extent permitted by law, Developer shall indemnify and hold harmless the Town, its agents, consultants, employees and any of them from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or relating to development and construction of the Project; provided that such claim, damage, loss or expense is attributable to third-party claims for (a) bodily injury, sickness, disease or death, (b) destruction of tangible property including loss of use resulting therefrom, and (c) liens, claims or demands for payment from other contractors or suppliers to the Project. The foregoing obligations shall apply only to the extent they arise out of or are related to the grossly negligent, reckless, or willful acts or omissions of Developer, anyone directly or indirectly employed by Developer, or anyone for whose acts Developer may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein.

2.11 Indemnity of Developer. To the fullest extent permitted by law, Town shall indemnify and hold harmless the Developer, its agents, consultants, employees and any of them from and against claims, damages, losses and expenses, arising out of or relating to development and construction

of the Project; provided that such claim, damage, loss or expense is attributable to third-party claims for (a) bodily injury, sickness, disease or death, (b) destruction of tangible property (other than the Project itself) including loss of use resulting therefrom, and (c) liens, claims or demands for payment from other contractors or suppliers to the Project. The foregoing obligations shall apply only to the extent they arise out of or are related to the grossly negligent, reckless, or willful acts or omissions of Town, anyone directly or indirectly employed by Town, or anyone for whose acts Town may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein.

- 2.12 Construction Bond. Developer shall require its general contractor to (i) furnish bonds covering faithful performance of the contract governing construction of the Project, completion of construction of the Project and payment of obligations arising in connection with the construction of the Project and/or (ii) furnish bonds for all subcontractors with contracts over \$500,000, from a surety or sureties acceptable to the Town and duly authorized to do business in North Carolina, (the "Payment and Performance Bonds").
- 2.13 Insurance. Developer shall maintain and shall assure that its contractors who enter the Property maintain public liability and property damage insurance in agreements and in form and substance adequate to insure Developer, its agents, employees, or contractors, from claims arising out of any entry or inspections of the Property pursuant to the provisions of this Agreement, and Developer shall provide Town with evidence of this insurance coverage prior to performing any inspections of the Property. The liability insurance shall name Town as an additional insured and shall have liability limits of at least \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- 2.14 Ownership of Development Plans; N.C. Public Records Act. If the Project is not constructed and provided that Developer is not in default, then Developer will retain ownership of the preliminary plans, the Development Plans and other design and construction work product relating to the Project in accordance with this Agreement; provided, however, Town shall have the right to acquire the preliminary plans, the Development Plans and all other design and construction work product relating to the Project in the event the Project is terminated for any reason after the Closing. The purchase price will be determined by the actual cost of the preliminary plans and Development Plans incurred by Developer. If the Developer is found to be in default, Town will take ownership of the preliminary plans, the Development Plans, and other design and construction work relating to the Project the extent such work is assignable, without remuneration. Developer acknowledges that its submissions to Town pursuant to this Agreement are "**Public Records**" subject to the North Carolina Public Records Act, N.C.G.S. § 132-1 et seq., except to the extent excluded from the disclosure requirements pursuant to N.C.G.S. § 132-1.2.
- 2.15 Declaration of Easements, Covenants and Restrictions.
- a. The Parties acknowledge the need to establish a declaration, easements, and encroachments over, on and across certain portions of the Project, including but not limited to the list of easements and encroachments known to be needed by the Town and the Developer as of the date of this Agreement as shown on **Exhibit B**, including:
- i. Covenants and regulations of aesthetics as it relates to future construction or future owners of the Property;
- ii. Access to the Mixed-Use Structure, and the walkways and plaza within Project easements for the existence of foundations and other building components, and

- iii. Easements for maintenance, replacement, and repair of various Project components, with allocation of responsibility and for insuring various components of the Project.
- b. The parties will convey one to the other necessary easements and encroachments appurtenant to the Property for access over, on and across designated entranceways, driveways, ramps and walkways as necessary for vehicular and pedestrian access to and from the Property and the public rights-of-ways adjacent to the Project, and other easements, rights and obligations to facilitate the development, construction, existence and operation of the Project.

3. DEFAULTS

3.1. Defaults by Developer and Remedies of Town.

- a. Default Prior to Closing. If Developer materially defaults on the performance of its obligations to Town prior to the Closing Date, then Developer will have thirty (30) days after the Town's delivery of written notice to Developer of the default to cure the default; however, if the default requires more than thirty (30) days to cure, Developer shall have such additional time as may be reasonably required to cure the default, provided Developer commences the cure within the initial thirty (30) day cure period and thereafter diligently prosecutes the cure to completion (not to exceed sixty (60) days after commencement of the cure). If Developer is not able to cure the material default during the applicable cure period, then Town will be entitled to terminate this Agreement and receive all of Developer's non-confidential work product regarding the Project, including the Project Design Drawings, and Development Plan (collectively, the "**Liquidated Damages**"). The Parties hereby agree that the Liquidated Damages are intended to be and will be the full liquidated damages for the Developer's failure to perform its duties, liabilities, and obligations under this Agreement. The parties agree that Town's damages would be very difficult to ascertain, and the Liquidated Damages provided in this Section 3.1 constitutes a reasonable estimate of Town's damages and is not intended as a penalty but as fully liquidated damages.
- b. Default After Closing. If Developer defaults on the performance of its obligations to Town after the Closing Date, then it will have thirty (30) days after the delivery of written notice by Town of such default to cure such default; however, if such default requires more than thirty (30) days to cure, Developer shall have an additional thirty (30) days to cure the default, provided Developer commences such cure within the initial thirty (30) day cure period and thereafter diligently prosecutes such cure to completion. If Developer is not able to cure such default during the applicable cure period, then Town will be entitled to pursue against Developer in addition to any other remedies as may be provided by law or in equity, the right to specific performance that would require Developer to perform fully and on a timely basis all its obligations under this Agreement.
- c. Notice to Financiers and Ability to Cure. Notwithstanding anything in this Agreement to the contrary, Town shall copy Developer's lender and/or equity partner in writing (at any address provided for that purpose by Developer or its lender or equity partner) on any default notice that Town sends to Developer, and Developer's lender or equity partner shall have the same rights to cure Developer's default as Developer has under this Agreement.

- 3.2. Defaults by Town and Remedies of Developer. If Town defaults materially on the performance of its obligations to Developer under this Agreement, then Town will have thirty (30) days after the delivery of written notice by Developer of the default to cure the default; however, if the default

requires more than thirty (30) days to cure, Town shall have such additional time as may be reasonably required to cure the default, provided Town commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Town is not able to cure the default during the applicable cure period, then Developer will be entitled to pursue any remedy available at law or equity, including the termination of this Agreement, and claims for damages resulting from the breach and termination(s).

- 3.3. Other Defaults. A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or will file a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the appointment of any such receiver or trustee. In the event of a default specified in this Section 3, non-defaulting Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

4. TOWN AND DEVELOPER MUTUAL OBLIGATIONS

- 4.1. Town Approval. The Town Council approved this Agreement by adoption of Resolution (2024) _____ on _____, 2024.
- 4.2. Exclusivity. During the term of this Agreement, Town will work exclusively with the Developer to develop the Project.
- 4.3. Force Majeure. In the event that either Party to this Agreement (the “**Delayed Party**”) is delayed or prevented from performing any of its respective obligations under this Agreement by reason of strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, governmental acts or orders, moratorium, or similar governmental restrictions, governmental closures, national or regional emergencies, or contagious illness, communicable disease, or epidemics or pandemics, including without limitation, any related quarantine, travel restrictions or embargoes, whether voluntary or mandatory, or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention.

5. MISCELLANEOUS

- 5.1. Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between Developer and Town, or to impose any partnership obligation or liability upon the Parties. Neither Developer nor Town shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other.
- 5.2. No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any right or benefit on any third party other than the Parties.
- 5.3. Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a signatory Party is required to or may give to another signatory Party under this Agreement shall be in writing and shall be delivered or addressed to the

other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner in this Agreement prescribed. The notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by email with a hard copy to be delivered by independent courier service by the next business day. The Parties shall make reasonable inquiry to determine whether the names or titles of the persons listed in this Agreement should be substituted with the name of the listed person's successor.

To Town Town of Garner
Attn: John Hodges
900 7th Ave.
Garner, NC 27529
jhodges@garnernc.gov

With a copy to Terri Jones
900 7th Ave.
Garner, NC 27529
tjones@garnernc.gov

To Developer LMG Garner LLC
Attn: Lansing Melbourne Group
101 NE 3rd Ave, Suite 1500
Fort Lauderdale, FL 33301
pflotz@lmgroup.us

With a copy to Andrew Holton
PO Box 6371
Raleigh, NC 27682
aholton@lmgroup.us

- 5.4. Entire Agreement. This Agreement sets forth and incorporates by reference all the agreements, conditions, and understandings between the Parties relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement or as contained the Development Plan as of the Effective Date.
- 5.5. Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.
- 5.6. Assignment.
- a. Developer shall not, prior to the issuance of a Certificate of Occupancy (or local equivalent) for the Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of Town, which consent may be withheld in Town's sole discretion, except that Developer may freely assign to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements.

- b. Developer shall not, after the issuance of a Certificate of Occupancy for the Project, assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of Town, except that Developer may freely assign its interest in the Agreement to entities within the control of the same principals as those of the Developer or for the purposes of financing or other legal requirements.
 - c. No assignment, with or without the consent of Town, shall be effective unless each assignee shall assume and agree to perform and observe all the covenants and agreements of Developer being assigned. No assignment of this Agreement by Developer shall release or relieve the Developer of any duties, obligations, or liabilities under this Agreement and from and after any such assignment the assigning Developer shall be jointly and severally liable with the assignee for the performance of and compliance with all of Developer's duties obligations and liabilities under this Agreement.
 - d. Town may not assign, transfer, or delegate its rights, duties, and obligations under this Agreement without the consent of Developer in its reasonable discretion to any purchaser of the Property who assumes and agrees to perform and observe all the covenants and agreements of Town being assigned thereby.
 - e. No such assignment, with or without the consent of Developer, shall be effective unless each such assignee shall assume and agree to perform and observe all the covenants and agreements of Town being assigned thereby. In the event of any assignment of the interest of Town under this Agreement, Town shall be released and relieved of all liability for the performance and observance of all covenants and agreements of Town's covenants and agreements under this Agreement so assigned.
- 5.7. Terms for Consent or Approval. When this Agreement calls for one Party to seek the approval or consent of the other Party, the Party with the right to grant or deny consent or approval must exercise its reasonable discretion in doing so, unless specified otherwise by the terms of this Agreement. The requesting party must make requests for consent or approval in writing in accordance with the terms for notice in this Agreement and substantiate that request with commercially reasonable documentation unless specified otherwise by the terms of this Agreement. The Party with the right to grant or deny consent or approval shall review each such request diligently, reasonably and in good faith and deliver its decision whether to give or deny consent or approval to the requesting Party in writing in accordance with the terms for notice in this Agreement within ten (10) business days of the delivery of the other Party's request. If the reviewing Party elects to deny its consent or approval, then it must substantiate that decision with commercially reasonable documentation that enables the requesting Party to comprehend the decision and, if appropriate, modify such request and re-submit it to the reviewing Party for further review pursuant to these terms for consent or approval. A Party reviewing a request for consent to the assignment of rights and obligations by the requesting Party may consider the creditworthiness, financial wherewithal, expertise and experience of the proposed assignee when compared to the requesting Party, in the exercise of reasonable discretion whether to grant or deny consent or approval.
- 5.8. Terms for Other Response. When this Agreement calls for one Party to notify the other Party of any other election under this Agreement, then the electing Party shall notify the other party of the applicable decision no later than thirty (30) days after the electing Party was notified of its obligation to make the election.
- 5.9. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

- 5.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 5.11. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending that action; provided, however, each Party shall retain the right to pursue its own independent legal defense.
- 5.12. No Deemed Waiver. Failure of a Party to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of that Party to exercise at some future time said right or any other right it may have under this Agreement.
- 5.13. Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, that determination shall not affect the validity of the remaining terms and provisions of this Agreement. The Parties agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.
- 5.14. Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement has the authority to bind Town and Developer. Notwithstanding the foregoing, with the approval of this Agreement, Town Council hereby delegates to the Town Manager the authority to execute any supplemental documents required to effectuate the purposes of this Agreement.
- 5.15. Representations and Warranties of Developer. Developer represents and warrants to Town that:
- a. Developer is a valid limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida;
 - b. Developer is duly qualified to do business and is in good standing under the laws of the State of North Carolina;
 - c. Developer has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise; and
 - d. Developer will execute, deliver, and perform this Agreement in accordance with all applicable laws and ordinances.
- 5.16. Representations and Warranties of Town. Town represents and warrants to Developer that:
- a. Town has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Developer, whether statutory, contractual or otherwise;
 - b. Town will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;

- c. To the actual knowledge of the Town's Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the Town, settled or otherwise resolved by the Town, result in any financial liability on the part of Developer or interfere with the development of the Project;
 - d. To the actual knowledge of the Town's Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the Town or any other governmental authority with the power of eminent domain;
 - e. To the actual knowledge of the Town's Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the Town by virtue of its chain of title; and
 - f. The Town has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.
- 5.17. Continuing Obligation. From time to time after the Closing Date or the Out Date, the Parties will execute additional instruments of assignment, lease, license, conveyance, and other documents and take such other actions that are reasonably necessary to further the purposes of this Agreement.
- 5.18. Immunity Not Waived. Town does not intend to waive its sovereign immunity by reason of this Agreement; provided, however, that the Town acknowledges and agrees that by entering into this Agreement, governmental immunity shall not be a valid defense to a breach of contract claim brought under this Agreement.
- 5.19. Release of Information. Town and Developer acknowledge that this Agreement is subject to disclosure under the North Carolina Public Records Act, NCGS § 132-1 et seq., except for information that is excluded from the disclosure requirements of the Act pursuant to NCGS § 132-1.2. Nothing in this Agreement precludes either party from discussing the terms of this Agreement or its work product with its attorneys, accountants, consultants, contractors, or potential lenders or investors, or prevents the holding of public Council meetings in compliance with applicable laws.
- 5.20. Predevelopment Service Agreement. In accordance with the Predevelopment Service Agreement between the Town and the University of North Carolina at Chapel Hill School of Government, with an "Effective Date" of August 1, 2019, included as Appendix A of the SDP and incorporated by reference herein, Developer agrees to pay one percent (1%) of the total development costs to the School of Government's Development Finance Initiative, without recourse to the Town. This one percent is in addition to the Developer Fee of four percent (4%) noted in the Proposal by Developer and is calculated based on cost schedules provided to developer's lenders.
- 5.21. Representations, Warranties and Indemnity Regarding Brokers.

- a. Town represents to Developer that no real estate broker or agent has rendered a service or represented Town in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.
 - b. Developer represents to Town that no real estate broker or agent has rendered a service or represented Developer in connection with this Agreement or the transaction contemplated in this Agreement for which any brokerage commission or fee is due.
 - c. Town and Developer covenant and agree, each to the other, to indemnify the other against any claims based upon or arising out of the employment or use by the indemnifying party of any real estate broker, agent, or finder in connection with the sale or leasing of the Property. This Section 5.21 shall survive Closing or any earlier termination of this Agreement.
- 5.22. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY, WHETHER OR NOT CLAIMING THROUGH THAT OTHER PARTY) FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER).
- 5.23. Non-Appropriation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Town within the meaning of the Constitution of the State of North Carolina. This Agreement shall not directly or indirectly or contingently obligate the Town to make any payments beyond the amount appropriated, if any, in the sole discretion of the Town for any fiscal year in which this Agreement shall be in effect. The Town may at the end of any fiscal year terminate its future installment payment obligations under this Agreement if the Town has not appropriated sufficient funds to make the next fiscal year's scheduled installment payments; however, during each fiscal year, the Town shall exercise its best efforts to appropriate funds for installment payments due in the next fiscal year. No deficiency judgment may be rendered against the Town in any action for breach of a contractual obligation under this Agreement and the taxing power of the Town is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Town's moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.
- 5.24. Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the Parties.
- 5.25. Time of the Essence. Time is of the essence in this Agreement.
- 5.26. Survival. All representations, warranties and obligations of the Parties in this Agreement shall survive the consummation or performance of the various transactions contemplated in this Agreement for the respective terms necessary for each of the Parties to realize the benefits contemplated by this Agreement and to enforce the rights provided for in this Agreement.
- 5.27. Recitals, Schedules, and Exhibits. The Recitals of this Agreement, the Schedules and the Exhibits attached hereto are integral and essential components of this Agreement.

- 5.28. Defined Terms. All capitalized terms in this Agreement shall have the meaning ascribed to them in this Agreement unless the context clearly indicates another meaning. All terms not defined in this Agreement shall have the usual and customary meaning ascribed to them and found in any modern English dictionary.
- 5.29. E-Verify Compliance. Developer represents and covenants that the Developer and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The Town is relying on this section in entering into this Agreement.
- 5.30. Iran Divestment. Developer represents, covenants, and certifies that it and its contractors are not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.58.
- 5.31. Divestment from Companies that Boycott Israel. Developer represents, covenants, and certifies that it and its contractors are not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.81.

6. DEFINITIONS

In the construction of this Agreement, including its Exhibits, the following capitalized terms shall have the respective meanings set forth below wherever they appear in this Agreement. Except as otherwise provided in this Agreement, terms used in the relevant portions of the North Carolina General Statutes shall have the same meanings as employed in those statutes.

- 6.1. *Closing.* The term "Closing" shall have the meaning set forth in Section 2.1(b).
- 6.2. *Closing Date.* "Closing Date" shall have the meaning set forth in Section 2.1(b).
- 6.3. *Deed.* "Deed" shall have the meaning set forth in Section 2.1(e).
- 6.4. *Delayed Party.* "Delayed Party" shall have the meaning set forth in Section 4.3.
- 6.5. *Developer.* "Developer" shall mean LMG Garner, LLC or a single purpose entity formed for the purposes of the Project, as provided for in this Agreement.
- 6.6. *Development Plan.* The term "Development Plan" shall mean the comprehensive development plan which is generally consistent with the description of the City's vision and objectives for the Project as set forth in Schedule 1.11(a).
- 6.7. *Development Schedule.* "Development Schedule" shall mean the projected schedule for the development of the Project as set forth in Schedule 2.8.
- 6.8. *Diligence Period.* "Diligence Period" shall have the meaning set forth in Section 2.5.
- 6.9. *Effective Date.* "Effective Date" shall mean the effective date of this Agreement, which is ____ 2024.
- 6.10. *General Contractor.* "General Contractor" shall mean a party that Developer selects to construct the project.

- 6.11. *Laws and Ordinances.* "Laws and Ordinances" shall mean the laws, ordinances, regulations, rules, rulings, and orders of the United States, the State, Wake County, and the Town as applicable to the Property, the Project, the Town, and the Developer. Including those issued by the courts, departments, commissions, boards, and offices, any national or local Board of Fire Underwriters or Insurance Service Offices having jurisdiction over the Project, or any other body exercising functions similar to any of the foregoing.
- 6.12. *Liquidated Damages.* "Liquidated Damages" shall have the meaning set forth in Section 3.1(a).
- 6.13. *Memorandum of Understanding ("MOU").* "MOU" shall mean that agreement by and between Town and LMG Garner LLC, a Florida limited liability company, dated August 31, 2023.
- 6.14. *Mixed-Use Structure.* "Mixed Use Structure" shall have the meaning set forth in Section 1.7.
- 6.15. *Out Date.* "Out Date" shall have the meaning set forth in Section 2.1(b).
- 6.16. *Party or Parties.* "Party or Parties" shall mean the Town and/or the Developer.
- 6.17. *Person.* "Person" shall mean a natural person or persons, a corporation, limited liability company, a partnership, joint venture, a trust, or any other legal entity.
- 6.18. *Project.* "Project" shall have the meaning set forth in Section 1.7.
- 6.19. *Proposal.* "Proposal" shall have the meaning set forth in Section 1.6.
- 6.20. *Property.* "Property" shall mean the approximately .75 acres located in Downtown Garner, having Tax Parcel Identification Number 1711-62-4396 and depicted on Schedule 1.4 attached hereto and made a part hereof, together with all rights and appurtenances pertaining to such parcels, including, without limitation, all cross access/reciprocal access easements and subject to any rights, easements and interests retained by the Town.
- 6.21. *Property Documents.* "Property Documents" shall have the meaning set forth in Section 2.4.
- 6.22. *Public Records.* "Public Records" shall have the meaning set forth in Section 2.15.
- 6.23. *Purchase Price.* "Purchase Price" shall have the meaning set forth in Section 2.1(a).
- 6.24. *State.* "State" shall mean the State of North Carolina.
- 6.25. *Town.* "Town" shall mean the Town of Garner, a public body corporate and politic of the State.
- 6.26. *Town Attorney.* "Town Attorney" shall mean the appointed Town Attorney.
- 6.27. *Town Council.* "Council" or "Town Council," shall mean the legislative body of the Town of Garner, which together with the Mayor of the Town shall constitute the governing body of the Town.
- 6.28. *Workforce Housing.* "Workforce Housing" shall have the meaning set forth in Section 1.8.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

TOWN:

TOWN OF GARNER, NC

BY: _____

NAME: Jodi M. Miller

TITLE: Town Manager

Address:

900 7th Avenue

Garner, NC 27529

Email: jhodges@garnernc.gov

tjones@garnernc.gov

Attest: _____

Stella Gibson, Town Clerk

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

David Beck, Finance Director

Approved as to form:

Terri Jones, Town Attorney

DEVELOPER:

LMG GARNER LLC

a FLORIDA limited liability company

BY: _____

NAME: Peter Flotz, as Manager

Address:

101 NE 3rd Avenue, Suite 1500

Fort Lauderdale, FL 33301

Email: pflotz@lmgroup.us

aholton@lmgroup.us

Schedule 1.4 – Property Description

The parcel below (PIN #1711-62-4396) represents all property owned by the Town that is intended to be a part of the Project Site. Town will subdivide the property to create a new parcel of approximately .75 acres that will be subject to purchase by Developer on the Closing Date.



Schedule 1.11(a) – Development Plan

SUMMARY OF PROJECT

Narrative Description

LMG plans for a mixed-use project containing 24 residential units with an average size of 800 square feet per unit. The unit mix will contain approximately 65% one-bedroom units, 10% studio and 25 %two-bedroom units. Additionally, the program provides for approximately 10,000 square feet of retail space. In addition, the parties have agreed that LMG will include specific elements in the project that serve the Town’s public interests. These include, public art, landscaping, and streetscaping.

Area Table

The table below shows the program specifications as of July 19,2024.

Program Location	Total (sq ft)	Retail (sq ft)	Residential (sq ft)	Resi Units	Park Units
First floor- Retail on West Main Street	10,000	10,000	0	0	
Residential	10,075		10,075	12	
Residential	10,075		10,075	12	
Totals	30,150	10,000	20,150	24	

FINANCE

Sources and Uses Table as of June 2024.

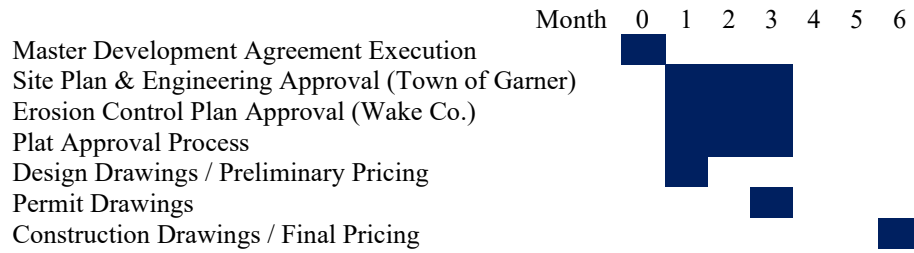
Sources	
	65% LTC
Construction Loan	\$5,850,000
Equity	\$3,150,000
Total Sources	\$9,000,000
Uses	
Acquisition	\$ 100,000 ¹
Mixed-Use Construction	\$8,900,000
Total Uses	\$9,000,000

¹ Subject to appraisal

Schedule 2.8 – Development Schedule

From the execution date of the MDA, the Project will require approximately 6 months of additional predevelopment and preconstruction work and a 12-month construction timeframe. The target date for completion is January 31, 2026.

Predevelopment Timeline



Construction Timeline

Site work: months 7-8

Construction: months 9-19

Certificate of Occupancy: month 19

Exhibit A – Purchase and Sale Agreement (*proposed*)

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of [] (“**Effective Date**”), between LMG GARNER LLC, a Florida limited liability company (“**Seller**”), and the Town of Garner, a North Carolina municipal corporation (“**Buyer**”).

Article 1. Basic Terms

BUYER: LMG Garner LLC
101 NE 3rd Ave., Suite 1500
Fort Lauderdale, FL 33301
pflotz@lmgroup.us

With a copy to: Andrew Holton
PO Box 6371
Raleigh, NC 27682
aholton@lmgroup.us

CLOSING DATE: No later than Sixty (60) days after recordation of the exempt subdivision plat

DEPOSIT: Ten (10) percent of Purchase Price in earnest money held by Town of Garner Finance Department in accordance with Section 2.3

EFFECTIVE DATE: _____, 2025

PROPERTY: Approximately .75 acres located at 215 W. Main Street in Garner, North Carolina (a portion of PIN # 1711624396) as more particularly described on the survey/site plan and to be created by exempt subdivision plat, together with all privileges, rights, and easements appurtenant thereto.

PURCHASE PRICE: Appraised value of the Property or \$100,000, whichever is greater

SELLER: Town of Garner
Attn: John Hodges
900 7th Ave.
Garner, NC 27529
jhodges@garnernc.gov

With a copy to:

Terri Jones
900 7th Ave.
Garner, NC 27529
tjones@garnernc.gov

ESCROW AGENT:

Town of Garner Finance Department

Article 2. Agreement to Sell and Purchase

- 2.1. Property to Be Sold. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Buyer, Seller agrees to sell and convey, and Buyer agrees to purchase, on the terms and conditions as are hereinafter set forth, fee simple title in the Property and any structures or other improvements located on the Property, all fixtures affixed to the Property or to those structures or other improvements, all mineral rights and subsurface rights relating to the Property, and all water and sewer rights relating to the Property (collectively, the "Property").
- 2.2. Purchase Price-Method and Time of Payment. Buyer shall pay the Purchase Price to Seller on the Closing Date by wire transfer. Wiring instructions to be provided by David Beck, Town of Garner Finance Director.
- 2.3. Deposit. Upon the Effective Date, Buyer shall deliver to Escrow Agent the Deposit. Escrow Agent shall hold and disburse the Deposit in accordance with the terms of this Agreement. At Closing, the Deposit will be applied against the Purchase Price.
- 2.4. Closing. The closing ("Closing") shall be held at a place and time mutually agreed to by the Buyer and Seller on the Closing Date.

Article 3. Downtown Development Provisions

- 3.1. Downtown Development Project. Subject to the conditions set forth in the Master Development Agreement by and between Seller as "Town" and Buyer as "Developer", and all exhibits and any amendments, Buyer shall construct a Downtown Development Project in accordance with North Carolina General Statutes §160D-1315. Failure to complete and maintain the project for five years shall be subject to a reversionary interest in the Town.

Article 4. Title and Survey

- 4.1. Title
 - 4.1.1. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property. For the purposes of this Agreement, "good and marketable fee simple title" means fee simple ownership that is (a) free of all claims, liens and encumbrances other than the Permitted Exceptions (defined

in **Section 4.1.2**); and (b) insurable by a title insurance company reasonably acceptable to Buyer at then current standard rates under the standard form of ALTA owner's policy of title insurance (ALTA Form 2006), with the standard or printed exceptions deleted and without exception other than for the Permitted Exceptions.

4.1.2. Within thirty (30) days after recordation of an exempt subdivision plat creating the lot constituting the Property, Buyer shall obtain at its expense from a title insurance company of Buyer's choice ("Title Company") a current ALTA Commitment for Title Insurance ("Title Commitment"). Any title exceptions appearing in the Title Commitment that Buyer does not object to in writing by the end within forty-five (45) days after the Effective Date (the "Title Objection Period") will be deemed permitted exceptions to Seller's title (those exceptions not objected to, together with any other matters approved by Buyer in writing, are called "Permitted Exceptions"). Each matter affecting title to the Property that arises after the Effective Date and that is not approved in writing by Buyer will be deemed an "Unpermitted Exception." Seller shall cure (by removing from or satisfying on the public record) all Unpermitted Exceptions by Closing. If Buyer objects to any matters affecting the Property by delivering notice to Seller by the end of the Title Objection Period (each an "Objection," collectively, the "Objections"), then Seller shall either attempt to cure the Objection within ten (10) days after the Buyer's notice of Objection, or shall provide notice to buyer, within the same ten (10) day period, of its intention to not cure any given Objection. Buyer shall then have the right, within ten (10) days of receipt of Seller's Objection response, to terminate this Agreement. If Buyer does not so terminate this Agreement, any uncured Objection will become a Permitted Exception.

4.1.3. Notwithstanding the foregoing or anything herein to the contrary, Seller shall convey the Property to Buyer free and clear of all financial encumbrance such as a deed of trust, attachment, judgment, lien for delinquent taxes, mechanic's or materialman's lien, or other monetary liens outstanding.

4.2. Survey and Subdivision Plat. Buyer shall cause a survey and exempt subdivision plat of the Property to be prepared by a licensed surveyor ("Survey and Plat"). The legal description of the Property to be included in the Deed (as defined in Section 6.1.1(a)) will be derived from the Survey and Plat.

Article 5. Representations, Warranties and Covenants

5.1. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

5.1.1. Buyer is a limited liability company, duly organized, validly existing and

in good standing under the laws of the State of Florida and registered to do business in the State of North Carolina.

- 5.1.2. Buyer has the power and authority, and has obtained all consents required, to enter into this Agreement and to consummate the sale of the Property in accordance with the terms of this Agreement.
 - 5.1.3. This Agreement has been, and all the documents to be delivered by Buyer at Closing will be, executed by an individual authorized to do so on behalf of Buyer; and this Agreement constitutes, and those documents will constitute, the valid and binding obligations of Buyer, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.
 - 5.1.4. There is no agreement, nor any judicial or administrative order or decree, to which Buyer is a party or that is binding on Buyer, which conflicts with this Agreement, or which challenges or impairs Buyer's ability to perform its obligations under this Agreement.
 - 5.1.5. There are no pending or threatened actions, suits or proceedings affecting Buyer.
 - 5.1.6. Buyer is not a **“Foreign Person”** within the meaning of the Internal Revenue Code, as amended, Sections 1445 and 7701 or the regulations promulgated thereunder. Further, neither Buyer nor any of its affiliates, partners, members, shareholders or other equity owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the **“OFAC”**), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. Buyer shall promptly notify Buyer of any matter which affects the accuracy of any representation and warranty under this Section 5.1.
- 5.2. Representation and Warranties of Seller. Seller represents and warrants to Buyer that:
- 5.2.1. Seller is a municipality, duly organized, validly existing and in good standing under the laws of the State of North Carolina.

- 5.2.2. Seller has the power and authority to enter into this Agreement and to consummate the purchase of the Property in accordance with the terms of this Agreement.
- 5.2.3. This Agreement has been, and all the documents to be delivered by Seller at Closing will be, executed by an individual authorized to do so on behalf of Seller; and this Agreement constitutes, and those documents will constitute, the valid and binding obligations of Seller, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or reorganization laws or applicable principles of equity.
- 5.2.4. There is no agreement, nor any judicial or administrative order or decree, to which Seller is a party or that is binding on Seller, which conflicts with this Agreement, or which challenges or impairs Seller's ability to perform its obligations under, this Agreement.
- 5.2.5. To Seller's actual knowledge,
- a. No Hazardous Materials (as defined below) are located or have been released on the Property;
 - b. There are no underground or above-ground storage tanks located on the Property;
 - c. The Property is and has followed all applicable Environmental Laws;
 - d. There are no actions, suits, claims, proceedings, or investigations pending or threatened under any Environmental Law with respect to the Property; and
 - e. Seller has not received any notice, claim or demand regarding the presence of Hazardous Materials on the Property or alleging that the Property is in violation of any Environmental Laws. **“Hazardous Materials”** means any waste, pollutant, chemical, hazardous material, hazardous substance, toxic substance, hazardous waste, special waste, solid waste, asbestos, radioactive materials, polychlorinated biphenyls, petroleum or petroleum-derived substance or waste and any other pollutant, material, substance, or waste regulated under or as defined by any Environmental Laws. **“Environmental Laws”** means all present and future federal, state, and local laws, statutes, regulations, rules, ordinances and common law, and all judgments, decrees, orders, agreements or permits, issued, promulgated, approved, or entered thereunder by any government authority relating to pollution or Hazardous Materials or protection of human health or the environment, including the Comprehensive Environmental

Response, Compensation and Liability Act (CERCLA), as amended.

- 5.2.6. Seller has no actual knowledge of any violation or potential violation of, any Applicable Laws, or any private restrictive covenants affecting the Property.
 - 5.2.7. Seller has no actual knowledge of any pending, threatened, or contemplated condemnation actions involving all or any portion of the Property.
 - 5.2.8. There are no parties (other than Buyer) in possession of, nor any leases or other agreements for the use, occupancy, or possession of, all or any portion of the Property.
- 5.3. Seller's Covenants. Between the Effective Date and the Closing Date, Seller shall
- 5.3.1. Pay all taxes and assessments assessed against the Property and all expenses incurred in the operation of the Property;
 - 5.3.2. Maintain the Property in compliance with all federal, state or local laws, statutes, regulations, rules, ordinances, orders or injunctions, including those related to zoning, subdivision and construction (collectively, "Applicable Laws");
 - 5.3.3. Not alter, or permit waste to occur on, the Property;
 - 5.3.4. Not permit any action to be taken which will cause any of the representations or warranties in Section 5.2 to be inaccurate on the Closing Date;
 - 5.3.5. Not enter into any lease or other agreement for the use, occupancy, or possession of any portion of the Property;
 - 5.3.6. Not enter any management, maintenance, service, or other agreement with respect to the Property;
 - 5.3.7. Not permit the Property to be encumbered with any easement, restriction, lien, covenant, plat, or other matter of record, except for those specifically approved by both the Buyer and Seller; and
 - 5.3.8. Not transfer or dispose of any part of the Property or any interest therein, nor consent to, approve, or otherwise take any action with respect to zoning or any other governmental rules or regulations applicable to any part of the Property except as necessary to construct the project.

Article 6. Closing

6.1. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

- 6.1.1. Seller shall deliver to Buyer the following documents and instruments, in form and content reasonably satisfactory to Buyer, duly executed by Seller:
 - a. A Special Warranty Deed conveying the Property, in form acceptable to Buyer ("Deed");
 - b. A Seller's affidavit and indemnity agreement permitting the Title Company to insure title to the Property without exception for contractor's and materialmen's liens on the Property, parties in possession of the Property, or any broker's lien on the Property, all in a form acceptable to Buyer and the Title Company;
 - c. If Seller is not a Foreign Person, a Certificate and Affidavit of Non-Foreign Status;
 - d. A completed Form 1099-S;
 - e. Certificates and resolutions satisfactory to Buyer and the Title Company that Seller has taken all necessary company action and has the power and authority to enter into this Agreement and to perform Seller's obligations under this Agreement;
 - f. A certification that the representations and warranties of Seller in this Agreement are accurate as of the Closing Date; and
- 6.1.2. Buyer shall deliver to Seller an executed Closing Statement.
- 6.1.3. Buyer shall pay the remainder of the Purchase Price, after crediting the Earnest Money and making the adjustments provided for in this Agreement, to Seller.

6.2. Taxes and Assessments.

- 6.2.1. The Purchase Price is as set forth in Article 1.
- 6.2.2. Buyer shall be responsible for listing the Property with Wake County pursuant to North Carolina General Statutes §105-285 and paying all taxes and assessments then due or becoming due.
- 6.2.3. Except as expressly provided in this Agreement, Buyer shall not assume any liability or obligation of Seller, and Seller shall pay and perform

those liabilities and obligations not assumed.

- 6.3. Costs of Closing. Seller shall pay all recording costs and other costs relating to any title clearance matters, and Seller's attorneys' fees. Buyer shall pay all recording costs relating to the purchase of the Property, the cost of the Survey and Exempt Subdivision Plat, the premium and costs related to for the title policy issued in favor of Buyer, and Buyer's attorneys' fees. Except as otherwise provided in this Agreement, all other expenses shall be paid by the party incurring the expense.
- 6.4. Conditions to Buyer's Obligations. Buyer's obligation to close on the Property is subject to the satisfaction of each of the following conditions as of Closing (or any earlier date as set forth below), any of which may be waived in writing by Buyer:
- 6.4.1. Seller shall have fully performed its obligations under this Agreement.
- 6.4.2. Each of Seller's representations and warranties in this Agreement shall be accurate (without regard to whether the representation and warranty is limited to Seller's knowledge), and certified by Seller to Buyer as accurate, on the Closing Date.
- 6.4.3. The Title Company is unconditionally prepared to issue an owner's policy of title insurance in the condition required by Section 4.1.
- 6.4.4. No adverse changes have occurred with respect to the Property, except as set forth in this Agreement.
- 6.4.5. If any of the above conditions are not satisfied by Closing or if Buyer reasonably determines prior to Closing that any of above conditions are not going to be satisfied by Closing, then Buyer may, on notice to Seller: (a) terminate this Agreement, in which event Escrow Agent shall refund the Earnest Money to Buyer immediately upon request, and all rights and obligations of Seller and Buyer under this Agreement shall terminate (other than those that expressly survive termination of this Agreement); except that if the unfulfilled condition is a result of Seller's breach of this Agreement, then Buyer may also pursue any rights and remedies available to Buyer pursuant to Section 7.2; (b) close the transaction and waive such condition; or (c) extend Closing for a reasonable period of time (not to exceed ninety (90) days) to permit the condition to be met, and if the condition is still not met at the end of that extension, then elect to pursue either option (a) or (b) above.
- 6.5. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

Article 7. Default/Remedies

- 7.1. Buyer's Default. If Buyer fails to perform any of its obligations under this Agreement or breaches any representation or warranty under this Agreement, then Seller shall notify Buyer of such default. If Buyer fails to cure that default within thirty (30) days after receipt of that notice, then Seller may, as its sole and exclusive remedy, terminate this Agreement by giving notice to Buyer in which event Escrow Agent shall deliver to Seller the Deposit as full liquidated damages, and all rights and obligations of Seller and Buyer under this Agreement shall terminate (other than those that expressly survive termination of this Agreement). Buyer and Seller have agreed that the Deposit is a reasonable estimate of the damages that would be suffered by Seller and that any other measure of damages is speculative and uncertain.
- 7.2. Seller's Default. If Seller fails to perform any of its obligations under this Agreement or if Seller breaches any representation or warranty under this Agreement, then Buyer may notify Seller of such default. If Seller fails to cure that default within ten (10) days after receipt of that notice (except that if Seller's default is the failure to close on the sale of the Property on the Closing Date, then Seller shall have no cure period for such default), then Buyer may: (a) terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to Buyer; (b) obtain specific performance of any provision of this Agreement; or (c) proceed to Closing without waiving that failure or breach.

Article 8. Indemnification

- 8.1. Seller's Indemnity. To the extent allowed by law, Seller shall indemnify, defend, and hold Buyer harmless from and against all actions, suits, claims, judgments, liens, proceedings, investigations liabilities, damages, costs (including reasonable attorney fees), fines or penalties, arising out of, or in any way related to (a) the ownership or operation of the Property prior to Closing; and (b) any breach by Seller of any representation or warranty under this Agreement.
- 8.2. Buyer's Indemnity. Buyer shall indemnify, defend, and hold Seller harmless from and against all actions, suits, claims, judgments, liens, proceedings, investigations liabilities, damages, costs (including reasonable attorney fees), fines or penalties, arising out of, or in any way related to (a) the ownership or operation of the Property after the Closing; and (b) any breach by Buyer of any representation or warranty under this Agreement.

Article 9. Risk of Loss and Condemnation

- 9.1. Risk of Loss and Insurance. Between the Effective Date and Closing, the risks and obligations of ownership and loss of the Property belong to Seller. If any portion of the Property is damaged or destroyed prior to Closing, then Seller shall promptly notify Buyer and Buyer may terminate this Agreement by giving notice to Seller within ten (10) days of receiving notice from Seller, but in any event prior to Closing, in which event Escrow Agent shall return the Earnest Money to Buyer immediately upon request, and all rights and obligations of Seller and Buyer under

this Agreement shall terminate (other than those that expressly survive termination of this Agreement). If Buyer does not so terminate this Agreement, then the Purchase Price shall be reduced by the total of any insurance proceeds received by Seller prior to Closing by reason of the damage or destruction and by the amount of any deductible applicable to the insurance policy, and, at Closing, Seller shall assign to Buyer all insurance proceeds payable after Closing by reason of the damage or destruction.

- 9.2. Condemnation. If all or any part of the Property is taken by eminent domain proceedings, or if eminent domain proceedings are commenced or threatened, then Seller shall promptly notify Buyer, and Buyer may terminate this Agreement by giving notice to Seller within ten (10) days of receiving notice from Seller, but in any event prior to Closing, in which event Escrow Agent shall return the Earnest Money to Buyer immediately upon request, and all rights and obligations of Seller and Buyer under this Agreement shall terminate (other than those that expressly survive termination of this Agreement). If Buyer does not so terminate this Agreement, then the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in any awards payable after Closing by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within 5 days after Seller learns of those proceedings.

Article 10. Brokerage Commission

- 10.1. Brokerage Commission. Seller and Buyer each represent and warrant to the other that no broker or real estate agent was involved in this transaction. To the extent allowed by law, Seller and Buyer shall each indemnify and hold harmless the other from and against any losses arising out of any alleged brokerage commission, fee or other compensation with respect to the Property based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. The obligations of the parties under this Section **10.1** shall survive Closing or the termination of this Agreement.

Article 11. Miscellaneous

- 11.1. Assignment. This Agreement may be assigned by Buyer, in whole or in part, to any affiliate of Buyer, but any such assignment shall not relieve Buyer of any liability for the performance of Buyer's obligations under this Agreement. This Agreement may not be assigned by Seller without Buyer's prior, written consent.
- 11.2. Binding Effect. This Agreement is binding on and inures to the benefit of Buyer and Seller and their respective successors and assigns.
- 11.3. Further Assurances. At Closing, and from time to time thereafter, Seller shall perform any additional acts, and shall execute and deliver any additional documents, as may reasonably be required to vest in Buyer full title to the Property and otherwise to

effectuate the purchase and sale of the Property as contemplated by this Agreement.

- 11.4. Survival. Except as otherwise expressly provided in this Agreement, all the provisions of this Agreement shall survive Closing. Except for the provisions of Section 2.3, Article 8, and Article 10, none of the provisions of this Agreement shall survive the termination of this Agreement.
- 11.5. Entire Agreement. This Agreement and the MDA contains the entire understanding and agreement between Buyer and Seller and all prior or contemporaneous oral or written agreements or instruments are merged in this Agreement.
- 11.6. Amendment. This Agreement may not be amended except by an instrument in writing executed by Seller and Buyer.
- 11.7. Applicable Law. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina. Venue for any dispute shall lie in Wake County, North Carolina.
- 11.8. Business Days. If any time or deadline in this Agreement falls on a Saturday, Sunday or federal banking holiday, that time period or deadline shall be extended until the next succeeding business day.
- 11.9. Interpretation. Except as otherwise specified in this Agreement: (a) "includes" and "including" mean includes or including by way of illustration and not by way of limitation; (b) references to Exhibits, Sections or subsections are to those attached to or included in this Agreement; (c) the section and other headings in this Agreement are for convenience only and do not limit or expand any provisions of this Agreement; and (d) no interpretive presumption shall be drawn against either party by virtue of its role in drafting this Agreement.
- 11.10. Severability. If any provision of this Agreement is held to be invalid or unenforceable, then such provision will be fully severable from this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected thereby. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.
- 11.11. Counterparts. If this Agreement is executed in counterparts, then all those counterparts together constitute one and the same instrument. An executed counterpart delivered by facsimile or e mail constitutes an original.
- 11.12. Notices. Any notice contemplated by this Agreement must be in writing, addressed as set forth in **Article 1** and shall be either (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two business days after being deposited in the United States

mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one business day after deposit with the courier; or (c) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any notice to Buyer must also be delivered to Buyer's Counsel. Any notice to Seller must also be delivered to Seller's counsel if identified in **Article 1**. Buyer's counsel may deliver on behalf of Buyer, any notice contemplated by this Agreement. Seller's counsel may deliver on behalf of Seller, any notice contemplated by this Agreement. Either party may change its address by giving the other party five days advance written notice of that change.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.

TOWN:

TOWN OF GARNER, NC

	BY:
	NAME: Jodi M. Miller
	TITLE: Town Manager

Address:
900 7th Avenue
Garner, NC 27529
Email: jhodes@garnernc.gov
tjones@garnernc.gov

Attest: _____
Stella Gibson, Town Clerk

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

David Beck, Finance Director

Approved as to form:

Terri Jones, Town Attorney

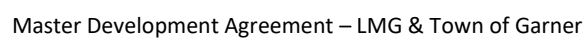
DEVELOPER:

LMG GARNER LLC
a FLORIDA limited liability company

	BY:
	NAME: Peter Flotz, as Manager

Address:
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33301
Email: pflotz@lmgroup.us
aholton@lmgroup.us

There are no existing easements.



**RESOLUTION AUTHORIZING A MASTER DEVELOPMENT AGREEMENT WITH
LMG GARNER, LLC FOR THE DOWNTOWN DEVELOPMENT PROJECT**

WHEREAS, the Town of Garner owns real property located at the corner of West Main Street and Purvis Street and known as the Garner Recreation Center Site; and

WHEREAS, the Town intends to subdivide a portion of the site for a downtown development project pursuant to North Carolina General Statutes Section 160D-1315; and

WHEREAS, the Town issued a Solicitation for Development Partners on October 26, 2020, soliciting proposals from real estate developers for a catalyst project that will function as the economic, civic, and cultural core of the community while invigorating Garner's downtown central business district; and

WHEREAS, Lansing Melbourne Group (LMG) submitted a proposal on January 15, 2021, which has subsequently been amended or revised and now includes 24 residential apartments above 10,000 square feet of retail space; and

WHEREAS, the Town proposes to construct additional on-street parking to support the LMG project and other downtown businesses; and

WHEREAS, the Town and LMG entered into an Amended and Restated Memorandum of Understanding on August 31, 2023, for the preparation of a comprehensive development plan and estimated budget for the project; and

WHEREAS, a Master Development Agreement is necessary to create binding obligations on the Town and LMG to complete the construction of the project.

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

The Master Development Agreement by and between LMG Garner LLC and the Town of Garner is hereby approved and the Town Manager is authorized to execute the Agreement and any other documents specifically referenced in or reasonably necessary for the implementation of the Agreement, including but not limited to, the subdivision and conveyance of a portion of the property.

Duly adopted this ____ day of _____, 2024.

Buddy Gupton, Mayor

ATTEST: _____
Stella Gibson, Town Clerk

Approved as to form: _____
Terri Jones, Town Attorney

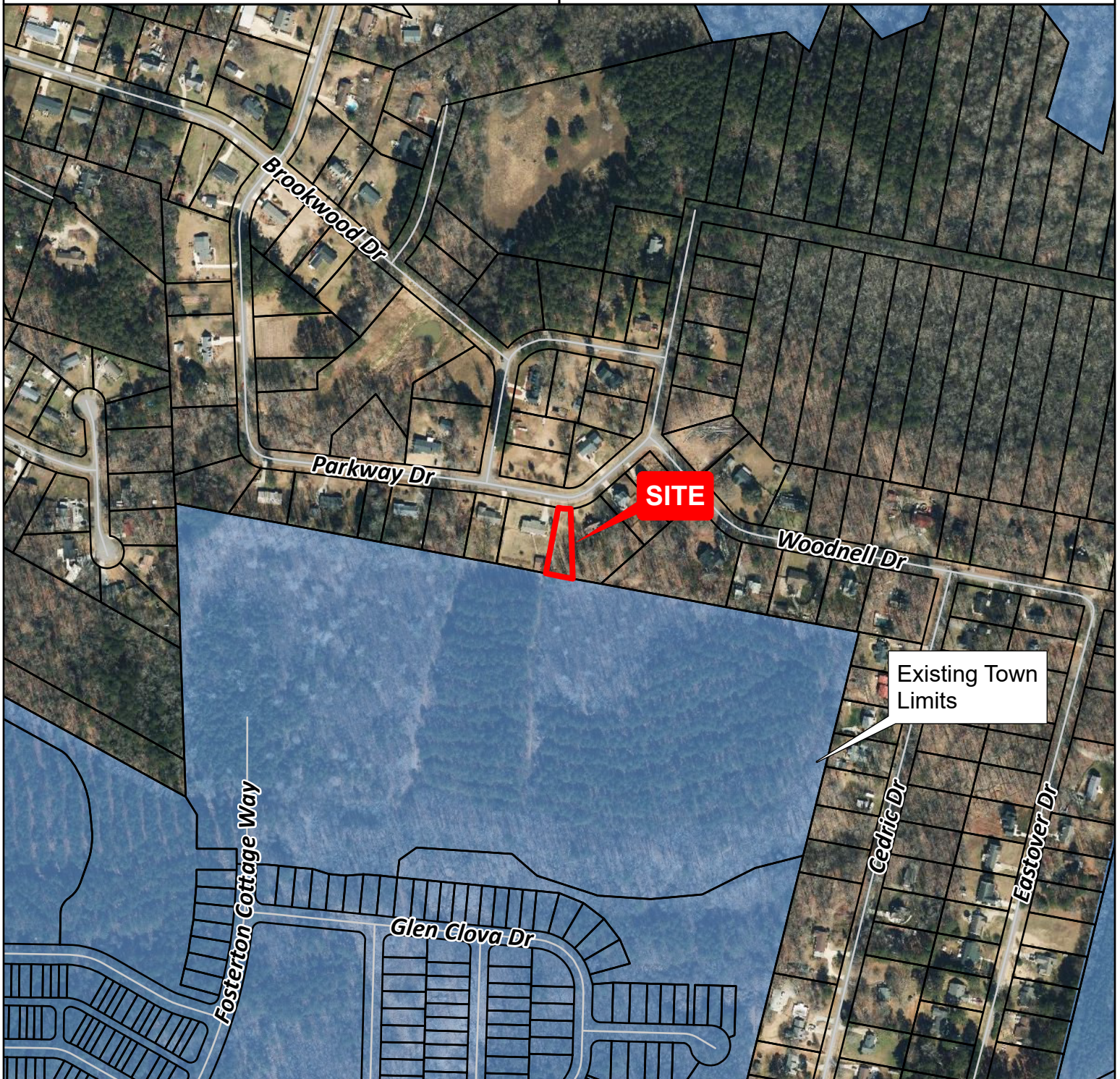
Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024		
Subject: Voluntary Contiguous Annexation Petition # ANX-24-002, 2311 Parkway Dr		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Alex Bone, GIS Analyst		
Presenter: Jeff Triezenberg, AICP, GISP, Planning Director		
Brief Summary: Voluntary contiguous annexation petition (ANX-24-002) submitted by Beth Blackmon to bring 0.28 +/- acres into the corporate limits of the Town of Garner. The property is generally located at 2311 Parkway Drive and may be otherwise identified as Wake County PIN 0790516878.		
Recommended Motion and/or Requested Action: Consider adoption of Ordinance (2024) 5287		
Detailed Notes: This annexation is for a parcel to be used as an emergency fire access related to the Planned Residential Development # PD-MP-20-01, 401 Assemblage, approved by Town Council on September 8, 2020. Upon the advice of the Town's Legal Department, annexation is recommended to ensure that the Town can enforce proper maintenance of the access into the future. The access/driveway will be gated with a Knox Box lock and not accessible for use by the general public for vehicular use.		
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:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	JM	
Town Clerk:		

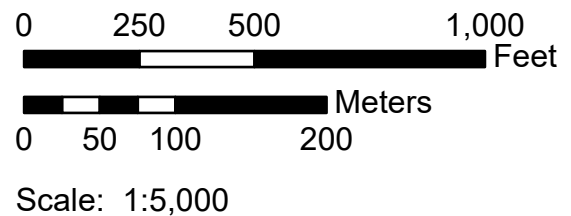


**Town of Garner
Planning Department**

**Annexation
ANX-24-002**



Owner: Pulte Home Company, LLC
Location: 2311 Parkway Dr
Pin #: 0790-51-6878
Area: 0.28 +/- Acres



Planning Department Memorandum

TO: Honorable Mayor Gupton and Town Council Members

FROM: Alex Bone, GIS Analyst

SUBJECT: *Voluntary Annexation Petition # ANX-24-002, 2311 Parkway Drive*

DATE: August 6, 2024

ANNEXATION APPLICATION:	ANX-24-002
OWNERS:	Pulte Home Company, LLC
CONTIGUOUS / SATELLITE:	Contiguous
LOCATION OF PROPERTY:	2311 Parkway Drive
WAKE COUNTY PIN #:	0790-51-6878
REAL ESTATE ID #:	0053215
AREA:	0.28 +/- acres
ZONING:	Wake County Zoning R-40W
ASSOCIATED DEVELOPMENT PLAN:	This annexation is for a parcel to be used as an emergency fire access related to the Planned Residential Development # PD-MP-20-01, 401 Assemblage, approved by Town Council on September 8, 2020.
RECOMMENDATION:	Adopt annexation ordinance with immediate effective date of August 6, 2024.

ADDITIONAL NOTES: Upon the advice of the Town's Legal Department, annexation is recommended to ensure that the Town can enforce proper maintenance of the access into the future. The access/driveway will be gated with a Knox Box lock and not accessible for use by the general public for vehicular use. The Town will also need to establish zoning for the parcel via a subsequent public hearing within 60 days. The anticipated equivalent zone will be Rural Agricultural (RA). The anticipated schedule for the rezoning would be a public hearing on August 20, Planning Commission review on September 9, and Town Council approval on September 17.

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

ORDINANCE NO. (2024) 5287

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

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

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the Town Hall at 6:00 p.m. on August 6, 2024, after due notice was published electronically on the Town's website on July 26, 2024; and

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

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

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory, is hereby annexed and made part of the Town of Garner as of August 6, 2024:

ANX-24-002, 2311 Parkway Drive – Contiguous annexation:
0.28 +/- acres generally located at 2311 Parkway Drive; Wake County PIN
0790516878.

Legal Description of Annexed Area

BEING ALL OF THAT PARCEL OR TRACT OF LAND NOW OR FORMERLY OF PULTE HOME COMPANY LLC & JAMIE DAVIS AS DESCRIBED IN DEED BOOK 19471 AT PAGE 1716 OF THE WAKE COUNTY REGISTER OF DEEDS (PIN: 790516878), LOCATED IN SWIFT CREEK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PINCHED TOP IRON PIPE FOUND ON THE SOUTHERN RIGHT OF WAY OF PARKWAY DRIVE, ALSO BEING THE NORTHWESTERN CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 19471 AT PAGE 1716, SAID PIPE BEING THE TRUE POINT OF BEGINNING AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF N= 702,009.51' AND E= 2,095,666.51'; THENCE, FROM THE POINT OF BEGINNING AND WITH SAID SOUTHERN RIGHT OF WAY, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING AN ARC LENGTH OF 33.50', A RADIUS OF 132.52'. A CHORD BEARING OF S87°09'32"E. AND A CHORD LENGTH OF 33.41' TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, S02°22'07"E A DISTANCE OF 209.29 FEET TO AN ANGLE IRON FOUND; THENCE, N79°19'47"W A DISTANCE OF 79.42 FEET TO A 2" IRON PIPE FOUND; THENCE, N10°24'39"E A DISTANCE OF 199.34 FEET TO THE POINT OF BEGINNING.

Section 2. Upon and after August 6, 2024, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Garner and shall be entitled to the same privileges and benefits as other parts of the Town of Garner said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted this 6th day of August 2024.

Buddy Gupton, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

APPROVED AS TO FORM:

Terri A. Jones, Town Attorney

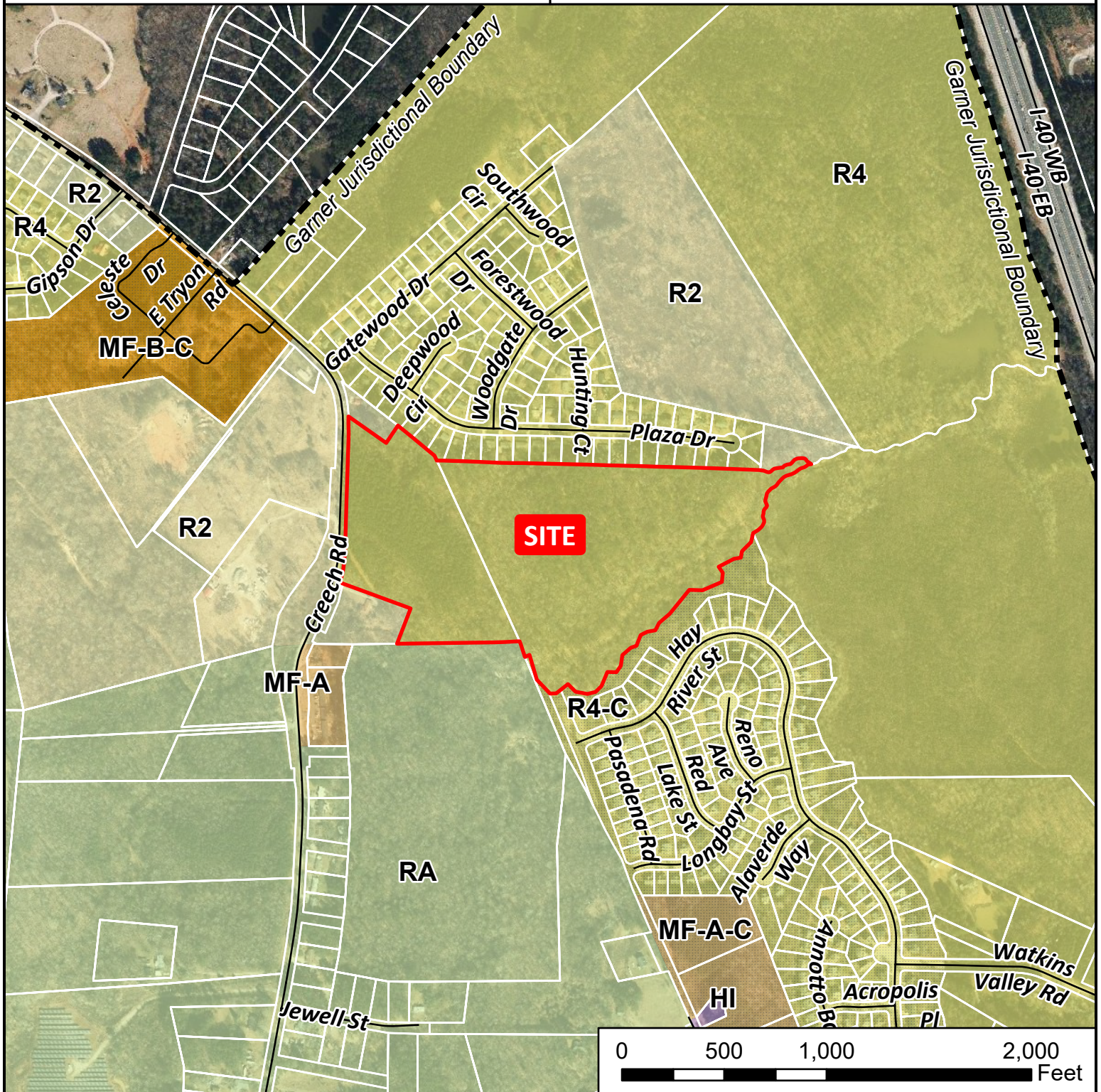
Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 6, 2024 		
Subject: Conditional Zoning Map Amendment w/ Subdivision Plan # CZ-SB-20-09, Wilmington Place		
Location on Agenda: Old/New Business 		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director & Alison Jones, CZO; Development Review Manager		
<p>Brief Summary:</p> <p>Conditional rezoning request submitted by Site Investments, LLC, to rezone 39.54 +/- acres from Single-Family Residential (R-9) and Multi-Residential (MR-1) to Multifamily 1 (MF-1 C236) Conditional for the construction of up to 55 zero-lot-line single-family detached homes and 61 townhouses. The 39.54-acre site is located off of Creech Road, south of Gatewood Subdivision and may be further identified as Wake County PIN(s) 1712900580 and 1722001533. Zoning conditions restricting range of permitted uses and adding commitments beyond the requirements of the UDO are included.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Consider motion to approve by adopting Ordinance (2024) 5288</p>		
<p>Detailed Notes:</p> <p>The neighborhood meeting was held virtually on November 22, 2021 and a second neighborhood meeting was held in person on December 28, 2021 at the Garner Senior Center. Since the adoption of new zoning districts, this request is now modified to be from Residential 4 (R4) to Multifamily A (MF-A C236) Conditional. However, due to permit choice rules, the request is to be considered according to the rules of the former UDO which was in effect at the time of application which required a full subdivision plan. The Planning Commission unanimously found the request consistent with the comprehensive plan and recommended approval at their meeting of July 8, 2024. New information updating previously presented information at public hearing is highlighted in brown text.</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>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	JM	
Town Clerk:		



Town of Garner Planning Department

Conditional District Zoning Application CZ-SB-20-09



Project: Wilmington Place
Applicant: Site Investments, LLC
Owner: O Creech Road Investments, LLC
Location: O Creech Road
Pin #: 1712-90-0580 and 1722-00-1533

Proposed Use: Townhouses / Residential Cluster (Old UDO)
Current Zoning: Residential-4 (R4)
Proposed Zoning: MF-A C236
Acreage: 39.54 +/-
Overlay: N/A

PLANNING MEMORANDUM

DATE: August 6, 2024

TO: Honorable Mayor Gupton and Town Council Members

FROM: Jeff Triezenberg, AICP, GISP; Planning Director & Alison Jones, CZO; Development Review Manager

SUBJECT: Conditional Rezoning with Major Subdivision Plan # CZ-SB-20-09, Wilmington Place

I. PROJECT AT A GLANCE

Project Number(s): CZ-SB-20-09

Request: Conditional rezoning request submitted by Site Investments, LLC, to rezone 39.54 +/- acres from Single-Family Residential (R-9) and Multi-Residential (MR-1) to Multifamily 1 (MF-1 C236) Conditional for the construction of up to 55 zero-lot-line single-family detached homes and 61 townhouses. **This request was revised from the original request for up to 146 townhouses.** The 39.54-acre site is located off of Creech Road, south of Gatewood Subdivision and may be further identified as Wake County PIN(s) 1712900580 and 1722001533. Zoning conditions restricting range of permitted uses and adding commitments above and beyond the requirements of the UDO are included.

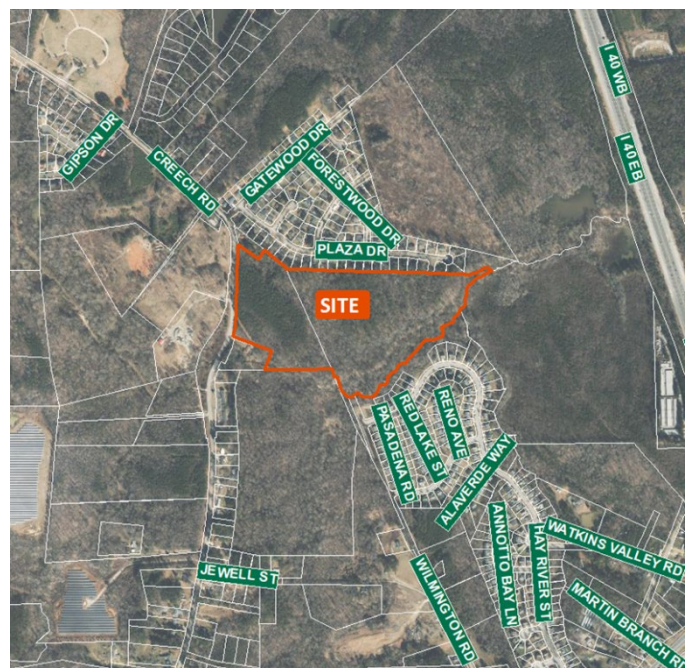
Applicant: Site Investments, LLC

Owner: 0 Creech Road
Investments, LLC

Public Hearing: March 5, 2024

Planning Commission: May 13, 2024
June 10, 2024 (cont.)
July 8, 2024 (cont.)

Action: August 6, 2024



II. ZONING AND CONTEXT

EXISTING ZONING: At the time of application, the existing zoning was Single-Family Residential (R-9) and Multi-Residential District (MR-1). After July 5, 2022, the site is zoned **Residential 4 (R4)**.

The R2, R4 and R8 districts are designed to create and maintain livable residential neighborhoods composed primarily of single-family residences and, in other select locations, such institutional, public, low-intensity nonresidential, house-scale multifamily, and other compatible uses that do not detract from the character of each district as a place for healthful, quiet, and aesthetically pleasing residential living. These districts generally provide a transition between areas of the Rural Agricultural (RA) District designation and more intense multifamily and nonresidential or mixed-use areas and are typically found within Garner's corporate limits.

Specifically, the R4 district accommodates suburban residential development at a moderate density. These neighborhoods primarily consist of detached single-family structures or duplexes and require public water and sewer service as well as infrastructure to support walking and outdoor recreation.

The following uses are permitted in the R4 district by right or by special use permit (see UDO Article 6):

1. Single-Family Detached
2. Two-Family Dwelling (2 dwelling units per structure, aka Duplex)
3. Manufactured Home – Class A
4. Group Care (with 9 or fewer residents)
5. Assembly, Civil, Service Fraternal Clubs, Lodges and Similar Uses
6. Community Center
7. School, Primary or Secondary
8. Emergency Services
9. Religious Institution
10. Golf Course or Country Club, Private
11. Public Park, Passive Open Space, Nature Park
12. Bed and Breakfast Home, 8 rooms or fewer
13. In Home Family Child Care Home
14. Minor Utility

Contextual Setting:

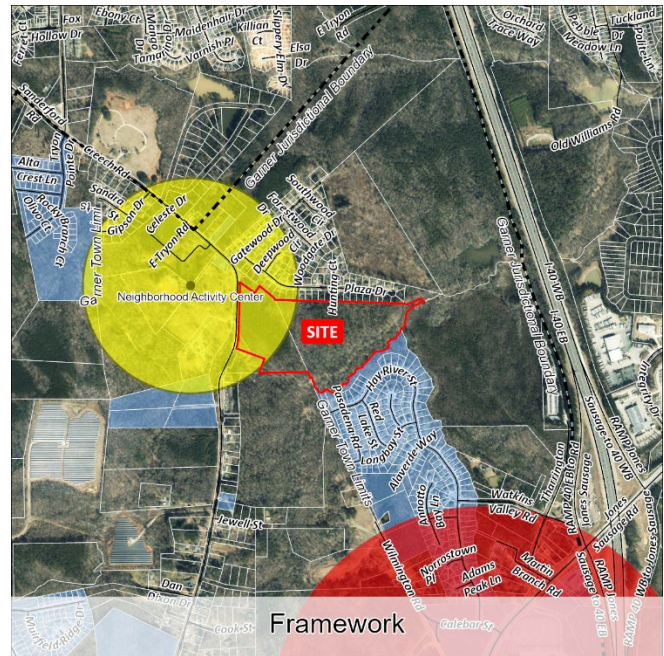
This site is located east of Creech Road and northwest of the Hunter's Mark Subdivision in an area that is lightly developed at the present time. Uses in the vicinity include single-family detached, small scale multifamily and vacant parcels. The area is heavily influenced by Creech Road as the primary traffic corridor in the immediate vicinity. The future extension and connection of Wilmington Road also plays an important role for providing access to Interstate 40.

- North: Single-family (Gatewood)
- East: Vacant Tract
- South: Single-family (Hunter's Mark) and Vacant Tracts
- West: Vacant Tracts



This stretch of Creech Road (State Route 2564) is primarily two lanes (future cross-section: a collector street with two lanes with center turn lane and/or median). Creech Road collects local traffic and connects Sanderford and future Tryon roads (Neighborhood Activity Center) to downtown (Neighborhood Activity Center) and adjacent areas. The most recent NCDOT traffic counts for Creech Road (collected every two years) is 5,200 in 2021 and showing a slow upward trajectory from 4,500 trips per day since 2015. Consequently, the roadway has some capacity for growth but lacks separate infrastructure for pedestrians and cyclists.

PROPOSED ZONING: The proposed zoning for the site at the time of submittal was **Multifamily 1 (MF-1 C236) Conditional**.



The MF-1 district was designed to create and maintain higher density residential neighborhoods composed primarily of multifamily dwellings and, as special uses, those service, institutional, public and other compatible uses that are so designed, constructed and maintained that they do not detract from the quality of the neighborhood as a place for healthful, quiet and aesthetically pleasing residential living. When evaluating an application for the MF-1 zoning district, emphasis shall be given to the location of the proposed district to adjoining developed property to ensure that such district is carefully located and achieves a satisfactory relationship with the surrounding properties.

NOTE: All applicable requirements of the applicable version of the Garner Unified Development Ordinance will be met, including setbacks and dimensional requirements, open space, streets, utilities, building design, parking, lighting, landscaping, stormwater management, nitrogen reduction, water supply watershed protection, floodplain management, and tree conservation/preservation/protection.

Conditions: The applicant has identified three (of a possible 21) uses that are permitted in the MF-1 district by right or by special use permit to be part of the proposed C236 district. If approved, this proposed conditional district would be adopted as **Multifamily A (MF-A C236) Conditional**.

1. Proposed Permitted Use Table

Use Category	Specific Use	MF-1 C236
Household Living*	Single-Family Detached	P
	Residential Cluster	P
	Townhouse	P

* Any form of group living protected by state or federal statutes shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.

- All townhouses shall be a minimum of 1500 square feet. All single-family homes will be a minimum of 1750 square feet.
- All townhouses shall have at least a one-car garage and a driveway with a minimum length of 22 feet measured outside the public right of way.

4. All single-family homes shall have a minimum of parking for two cars and shall be accessed from the rear alley. Parking pads and 1- or 2-car garages are all options.
5. Vinyl siding will not be permitted on any unit style; however, vinyl windows, decorative elements, and trim are permitted. Front color variations between adjacent units shall be utilized.
6. Each proposed home shall include at least two of the following siding types on the front façade: (a) board and batten; (b) horizontal lap siding; (c) shake siding (d) stone/masonry accent. Garage doors for all homes shall have carriage door hardware and windows and will also be finished with a minimum 24-inch stone/masonry water table.
7. A covered front porch, a minimum of 20 square feet, shall be provided as a part of all homes.
8. An outdoor deck or patio of a minimum of 90 square feet is required on all homes.
9. The side elevations of townhome end units shall feature at least two glazed elements.
10. Single-family homes shall have a minimum of one glazed element per habitable floor for each side elevation.
11. Shutters and/or window trim shall be provided on the front and side facades of all homes with right-of-way frontage.
12. All homes shall have a minimum of 12" eaves/roof overhang on the front façade with a minimum of 12" eaves/roof overhang on all sides assuming they can penetrate the building setbacks.
13. On townhomes, the roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at minimum, every third unit within one townhome building group.
14. To provide visual diversity, no more than two continuous townhome units shall be allowed within the same setback. The variation shall be at least 18 inches.
15. The same front façade, excluding the water table, may not be allowed on two adjoining lots or units. Color changes will not count toward this requirement.
16. The Overall Maximum density shall be no greater than 3.25 units per acre.
17. The Project will have both townhomes and single-family homes. The minimum percentage of single-family lots will be at least 40%.
18. The public greenway will be completed before the last plat is recorded.
19. There will be three grassy areas for lawn play and three 10-foot X 10-foot minimum size pergolas with one pergola on each grassy lawn area. Each pergola will have at least one bench or internal bench seating.
20. The total provided open space for the project will be at least 10 acres.
21. There will be two private walkways connected to the greenway other than by streetside sidewalk.
22. There will be a bus top easement on the newly constructed Creech Rd.
23. The Northernmost play area will be connected by a walkway from the cul-de-sac bubble to the overflow parking at the new street connection with Gatewood.
24. Each Play area grassy lawn will be at least 1000 SF.
25. One of the three play areas will have at least one piece of play equipment and or exercise equipment. Which location has not yet been determined.

Master Plan Condition/Site Data:

Area:

39.54 +/- acres

Units/Bldg Size:

55 single-family zero-lot-line homes, and 61 townhouses (~2.93 du/acre)

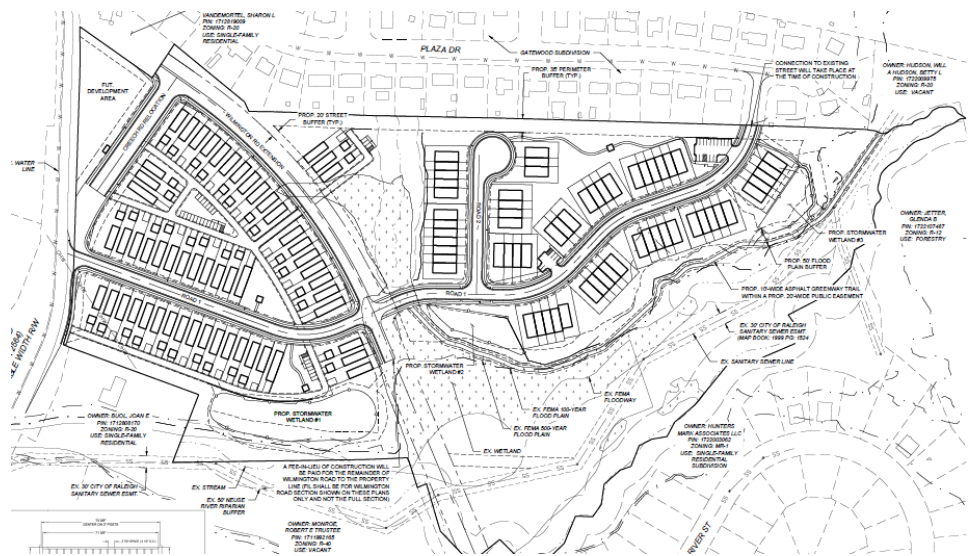
Open Space:

9.9 +/- acres required;
10 acres by condition.

Privately maintained open space areas are a combination of qualifying conservation areas and recreation space. Abundant conservation areas exist on site in the form of wetlands, floodplains and conservation buffer overlays. Recreation space will include three open space lawns with pergolas, **a playground, private trails** and a new segment of public greenway.

Stormwater Notes:

Site is not located within the watershed protection area but is subject to stormwater water quality requirements for nitrogen as well as water quantity requirements for the 1-, 10-, and 25-year storm events. To satisfy these needs, the development plans to use three constructed wetland stormwater control measures (SCMs).



Utility Notes:

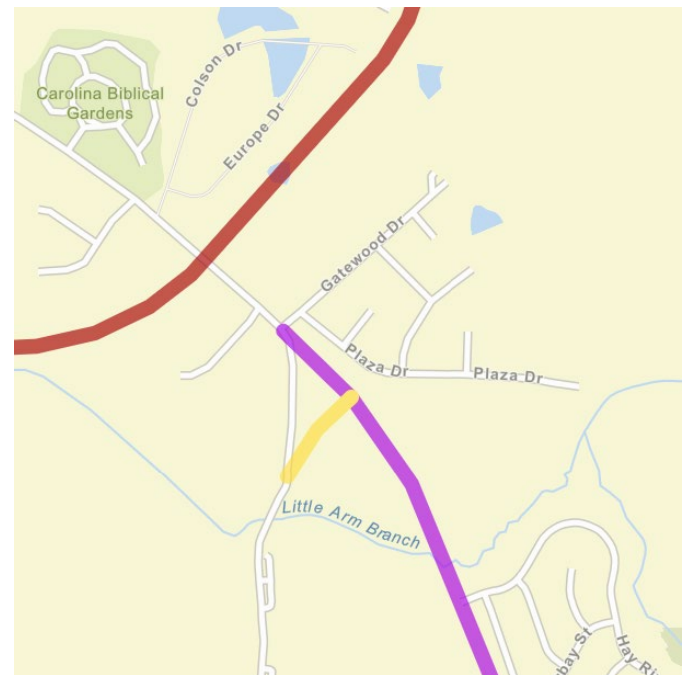
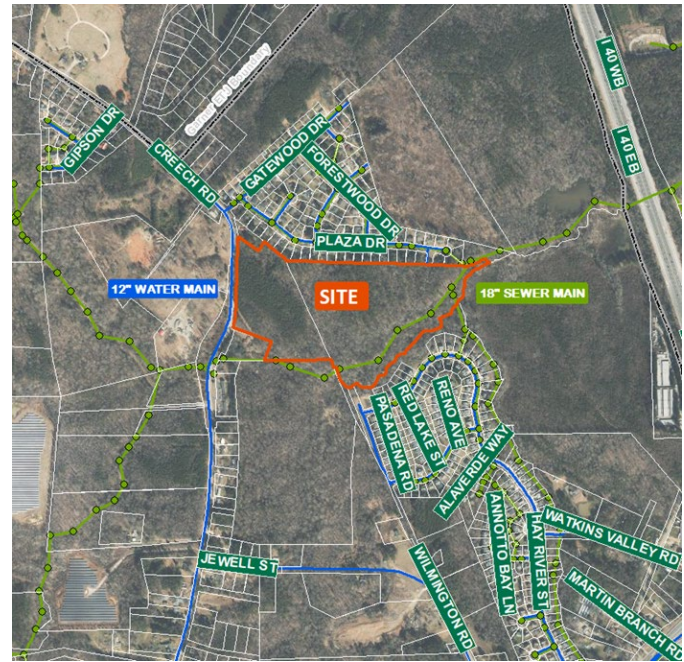
As depicted at right, the site has access to be served by City of Raleigh water and sewer infrastructure. Water will connect to an existing 12" water main running along Creech Road and private service will be extended through the site. Sewer will connect into an existing 18" outfall along Little Arm Branch which roughly coincides with the southern property line. Sewer lines will be extended to adjacent and upstream properties per the Raleigh Water policy.

Transportation Notes:

The project will have two points of access: one from Creech Road and one to Plaza Drive in the Gatewood Subdivision. A Traffic Impact Analysis (TIA) was not required with this proposal, but due to the property's location at the future intersection of two NCDOT thoroughfares (Creech and Wilmington Roads), a significant amount of coordination with both the Town's Engineering Department and NCDOT was required.

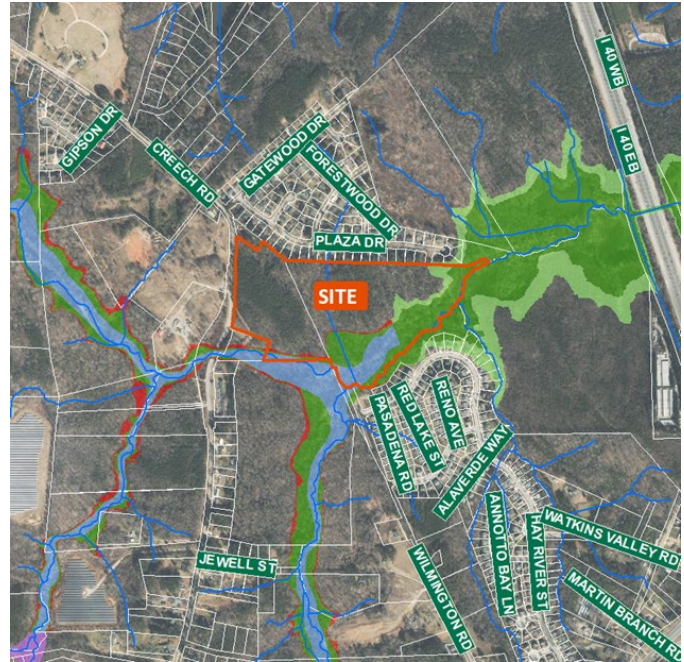
Through those discussions, NCDOT indicated support for the eventual realignment of Creech Road to the east while Wilmington Road would be extended in a continuous arc to join existing Creech Road at its intersection with Gatewood Drive as depicted by the yellow and purple lines at right. The red line represents the future extension of Tryon Road from existing Tryon Road to Sunnybrook Road. Subdivision plans exhibit how much of this

future realignment can be accomplished at this time, as the applicant does not control all of the land necessary for the complete final solution. The applicant is responsible for paying a fee-in-lieu for half of the future crossing of Little Arm Branch for Wilmington Road. Funding for the remaining half is not currently identified.



Significant Environmental/Cultural Feature Notes:

As depicted at right, there are FEMA designated floodplains (green) and associated conservation buffers at the southern and southeastern boundary of the project and This area of the property is reserved for pedestrian trails and tree preservation.



III. PROPOSAL REVIEW

NEIGHBORHOOD MEETING(S): Staff identified 115 properties within the notification radius as shown at right and provided the list to the applicant for first class mailed notices. Meetings were held as follows:

- November 22, 2021 - held virtually via Microsoft Teams at 6:00pm with 12 people documented in attendance.
- December 28, 2021 - held in the Garner Senior Center at 6:00pm with 4 people documented in attendance.

Full neighborhood meeting information, including a list of questions and concerns, is attached at the end of this report for further detail.

PUBLIC HEARING: The Town Council conducted a public hearing on the case at their meeting on Tuesday, March 5, 2024.



Meeting video may be found: (<https://www.youtube.com/live/W5kkO3Ei6Ko?si=0lqy-Fo-9hoJ4pU9>).

The staff presentation begins at the 1:13:29 mark of the video, and discussion with the applicant and interested citizens begins at the 1:42:32 mark.

Comments and concerns from the Council revolved around:

- Questioning the finality of the negotiations with the Porter house.
- Clarification of who attended the virtual public hearing and who the applicant talked with.
- Commenting on needing additional time for the applicant and homeowner to talk and see if an agreement could be reached.
- Questioning the amount of time needed to adequately discuss a possible agreement.
- Clarifying the possible improvements if an agreement could be reached.

Comments and concerns from the public revolved around:

- Clarifying that the owner's mother of 1420 Creech Road had only first heard about this just five business days prior to this meeting of April 16, and that they are still willing to entertain discussions.

Motion made by Mayor Pro Tem Vance to refer the case to the Planning Commission with the intent that the Planning Commission withhold its recommendation until feedback is received from Council and Staff regarding the improvements presented in the Engineering memo. Seconded by Council Member Behringer. Motion passed unanimously.

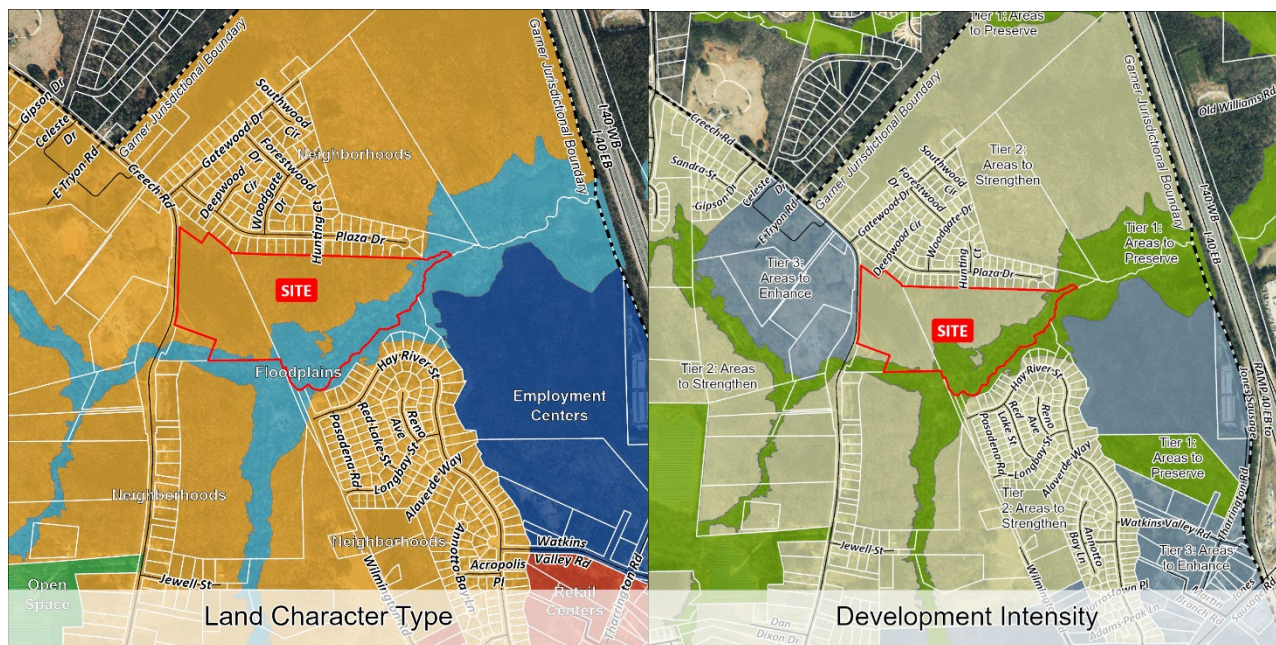
PLAN CONSISTENCY: When considering a rezoning request, the Planning Commission is required by state statute to make a written recommendation regarding the consistency of the zoning proposal with the Town's current Comprehensive Plan and other applicable adopted plans. Specifically, a comprehensive plan is only advisory in nature and has no independent regulatory effect; nor does it expand, diminish or alter the scope of the Town of Garner UDO. A determination of inconsistency with the Plan does not preclude a rezoning request from being

found to be reasonable. In those cases where the request is deemed inconsistent yet reasonable, an amendment to the Comprehensive Plan is automatically made upon approval of the request.

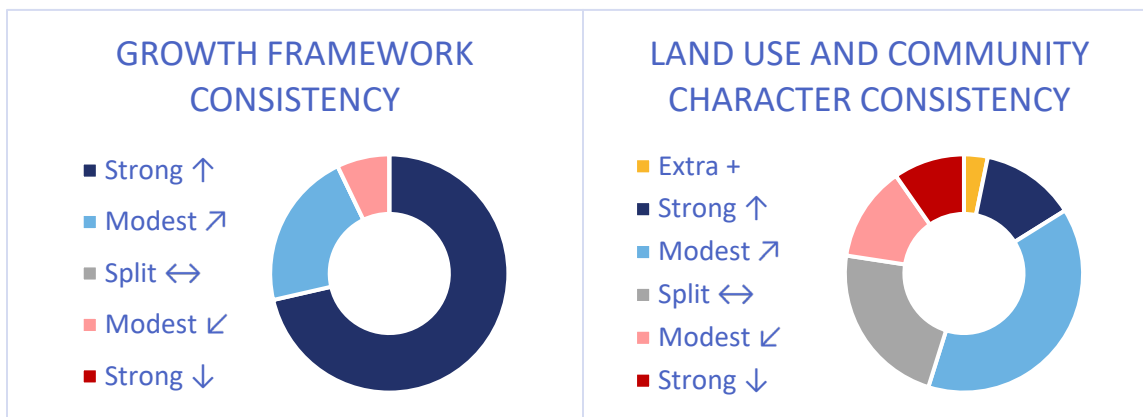
Staff notes that the applicable plans for Tier 2 rezoning requests (or those still with a full subdivision plan set) are typically:

- The 2023 Garner Forward Comprehensive Plan,
- The 2010/2018 Garner Transportation Plan,
- The most recent Parks and Recreation Master Plan, and
- The Swift Creek Land Management Plan (where applicable). *n/a for CZ-SB-20-09*

2023 Garner Forward Comprehensive Plan Staff Review Summary:



Strong Support	Modest Support	Split Modest	Modest Non-Support	Strong Non-Support
↑	↗	↔	↘	↓



14 growth framework criteria were evaluated using the scale above with a finding of fairly strong support. MF-A (which the old MF-1 was converted to) is a recommended zoning district for Neighborhood typology.

The fact that part of the site is located within a Neighborhood Activity Center might suggest that higher densities might be appropriate, the fact that the Development Intensity Category is “Level Two – Areas to Strengthen” tempers that expectation for this area. The adjacent area suffers from the lack of pedestrian and bicycle infrastructure that this project might connect to, meaning that travel will be extremely auto dependent in the near term. **With the additional commitment to a playground, the proposal no longer exhibits any strong inconsistencies with the plan framework.**

30 land use and community character criteria were determined applicable or possible to address in a meaningful way. Consistency is divided. Staff would note the fact that this is the oldest project in the pipeline and is using a version of the Unified Development Ordinance that is far removed in time from today’s comprehensive plan. Most notably, the plans suffer from a lack of defining central features to organize the site as the comprehensive plan now promotes. Enhancements to the frontage areas along streets and exploring possibilities for tying the site’s open spaces more closely to the public realm (streets and the public greenway) could also help the proposal become more consistent. The highest degrees of consistency grow from the applicant’s proposal to bring a new type of housing – the single family detached, small lot (zero-lot-line row house) with parking/garages in the rear. This building type can target the working class much like a townhouse but with the added benefit of being detached on its own lot. **Extra credit was given for the proposed bus stop, fulfilling the objective that the project offers land or building space dedicated for new parks, schools or something else to meet future community facility and service needs; and the addition of trails and more definition to the open spaces have moved the consistency needle slightly to the positive.**

Staff can support an overall finding of consistency, largely in part because of the strong framework consistency. Staff would again note the “age” of this plan and that to effectively address the inconsistencies related to open space and public realm in the Town’s new comprehensive plan, the applicant would need to consider major changes that were not required under the previous UDO.

See full “Staff Consistency Review Item Detail” attached at the end of this report for more information, and staff are available to answer any questions regarding individual ratings.

PLANNING COMMISSION MEETING: The Planning Commission conducted a consistency review of the case at their meeting on Monday, May 13, 2024. The Planning Commission continued their consistency review at their subsequent meetings of Monday, June 10, 2024; and Monday, July 8, 2024.

Meeting videos may be found as follows:

- May 13: (<https://www.youtube.com/watch?v=ZrWfH1nqXL8&t=6057s>). The staff presentation begins at the 1:01:30 mark of the video, and Commission discussion begins at 1:18:00 mark.
- June 10: (<https://www.youtube.com/watch?v=MW5ECkRrIbc&t=5040s>). The staff presentation begins at the 1:16:25 mark of the video, and discussion with the applicant and interested citizens begins at the 1:19:00 mark.
- July 8: (<https://www.youtube.com/watch?v=iPLmBqmsRsw&t=2696s>). The staff presentation begins at the 19:10 mark of the video, and discussion with the applicant and interested citizens begins at the 30:10 mark.

Questions and comments from the Planning Commission over the course of their review consisted of:

- Questioning how the project fit into the larger transportation network – particularly existing Wilmington Road (including the “empty” section of Wilmington Road in Hunter’s Mark) and Creech Road.
- Expressing concern about Creech Road traffic generally.
- Expressing concern about the capacity of the Creech Road / Garner Road intersection.

- Clarifying that the applicant is responsible for half of the Wilmington Road crossing of Little Arm Branch.
- Asking for clarity/detail on the open spaces being provided.
- Inquiring how zero-lot-line product might or could target some of the need for workforce housing.
- Request for sample images of zero-lot-line product for better understanding.
- Clarifying the overall number of units and what had changed since the original rezoning request.
- Stating a preference for more traditional architecture versus the modern look of some of the sample images provided.
- Questioning if 3 individual SCMs were necessary or whether they might be consolidated.
- Asking for clarification on any ability to obtain the adjacent property in the path of the Wilmington Road extension near Creech Road.
- Clarifying the inconsistencies on the land use and community character side of the comprehensive plan.
- Expressing appreciation for modifications made between the first and second meetings as well as the change from one product type to two.
- Noting the overall improvement to the written zoning conditions.
- Questioning the proximity of the alley and street connections to Creech Road within the development and suggesting the alleys be terminated earlier.
- Clarifying the location and provision of guest parking.
- Questioning pedestrian access into some of the recreational open space areas.
- Expressing a desire for non-residential in the future on the remainder of the parcel west of Creech Road once Creech Road is realigned.
- Stating a desire for there to be flexibility on the future design of the new Wilmington/Creech intersection – signalized, roundabout, etc. – at construction drawing review.
- Noting that the way the primary roads will break up the site, it makes it difficult to create more centralized open spaces, at least without losing more product.
- Questioning if the curves in the realigned future Creech Road are being minimized.
- Clarifying whether or not there was any further input needed on the larger Creech Road area transportation concerns and discussion that was initiated by the Town Council.

Consistency Statement: We, the Planning Commission, find that with a strong level of growth framework consistency and with a split to modest level of land use and community character consistency along with a not insignificant introduction of a new type of housing to the Garner market, this request to rezone 39.54 +/- acres from Single-Family Residential (R-9) and Multi-Residential (MR-1) to Multifamily 1 (MF-1 C236) Conditional for the construction of up to 55 zero-lot-line single-family detached homes and 61 townhouses is generally consistent with the Town's adopted land use plans.

Motion: I move that the Planning Commission accept the Consistency Statement drafted herein as our own written recommendation regarding the consistency of the request with the Town's adopted land use plans and recommend approval of Case # CZ-SB-20-09 to the Town Council as generally reasonable and in the public interest.

Motion made by Commission Member Voiland and seconded by Commission Member Carson. Motion passed unanimously.

REASONABLENESS: In addition to approving a statement regarding plan consistency on the advice of the Planning Commission, the Town Council must also approve a statement of reasonableness when making their decision. Sources of reasonableness are included in Section 4.6.1.F. of the Garner Unified Development Ordinance. They include:



1. Consistency (or lack thereof) with the Comprehensive Plan and other adopted plans.
2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.
3. Suitability of the subject property for uses permitted by the current versus the proposed district.
4. Whether the proposed change tends to improve the balance of uses or meets a specific demand in the Town.
5. Availability of sewer, water, transportation infrastructure, stormwater facilities, and other necessary infrastructure generally suitable and adequate for the proposed use.
6. Preservation of key features of the natural environment.

IV. RECOMMENDATION

MOTION OPTIONS: There are four options the Town Council might consider for a motion on this case outside of a motion to table/continue. The highlighted options indicate staff's summary finding of the consistency analysis and review to date, along with the associated draft motions.

Approve	① Consistent and Reasonable	② Inconsistent but Reasonable
Deny	③ Consistent but Not Reasonable	④ Inconsistent and Not Reasonable

① DRAFT MOTION TO FIND CONSISTENT AND REASONABLE, AND APPROVE: I move that the Town Council accept the Planning Commission's written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section III of the staff report, as our own; and I further move that the Town Council adopt Ordinance No. (2024) 5288 approving rezoning CZ-SB-20-09, as the request is reasonable and in the public interest because:

- the proposed district is compatible with present zoning and conforming uses on nearby property and with the character of the neighborhood, and
- the available sewer, water, transportation infrastructure, stormwater facilities and other necessary infrastructure are suitable and adequate for the proposed uses.

② DRAFT MOTION TO FIND INCONSISTENT BUT REASONABLE, AND APPROVE: I move that the Town Council, having considered the Planning Commission's recommendations and relevant portions of the 2023 Garner Forward Comprehensive Plan, find CZ-SB-20-09 inconsistent with said Plan; however, I also move that the Town Council adopt Ordinance No. (2024) 5288 approving rezoning CZ-SB-20-09, as the request is reasonable and in the public interest because:

- the proposed district is compatible with present zoning and conforming uses on nearby property and with the character of the neighborhood, and
- the available sewer, water, transportation infrastructure, stormwater facilities and other necessary infrastructure are suitable and adequate for the proposed uses.

③ **DRAFT MOTION TO FIND CONSISTENT BUT NOT REASONABLE, AND DENY:** I move that the Town Council accept the Planning Commission's written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section III of the staff report, as our own; however, I also move that the Town Council deny rezoning request CZ-SB-20-09, as the request is not reasonable nor in the public interest because *[choose one of the following]*:

- ☐ the proposed district is not compatible with present zoning and conforming uses on nearby property and with the character of the neighborhood.
- ☐ the property is not suitable for uses in the proposed district as it is for uses in the current district.
- ☐ it does not improve the balance of uses within the Town or fulfill a specific demand.
- ☐ sewer, water, transportation infrastructure, stormwater facilities and/or other necessary infrastructure that would be suitable and adequate for the proposed uses is not available.
- ☐ key features of the natural environment are not preserved.

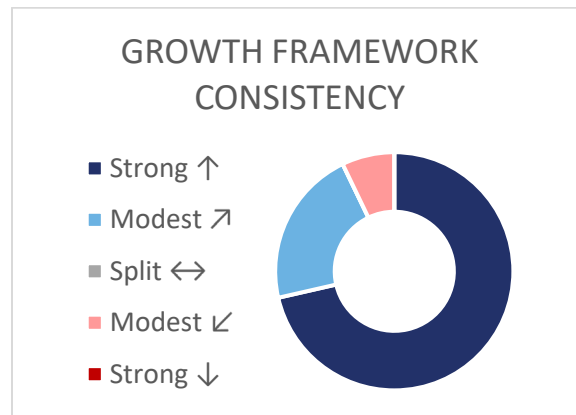
④ **DRAFT MOTION TO FIND INCONSISTENT AND NOT REASONABLE, AND DENY:** I move that the Town Council, having considered the Planning Commission's recommendations and relevant portions of the 2023 Garner Forward Comprehensive Plan, find CZ-SB-20-09 inconsistent with said Plan, and I further move that the Town Council deny rezoning request CZ-SB-20-09, as the request is not reasonable nor in the public interest because *[choose one of the following]*:

- ☐ the proposed district is not compatible with present zoning and conforming uses on nearby property and with the character of the neighborhood.
- ☐ the property is not suitable for uses in the proposed district as it is for uses in the current district.
- ☐ it does not improve the balance of uses within the Town or fulfill a specific demand.
- ☐ sewer, water, transportation infrastructure, stormwater facilities and/or other necessary infrastructure that would be suitable and adequate for the proposed uses is not available.
- ☐ key features of the natural environment are not preserved.

ATTACHMENT: STAFF CONSISTENCY REVIEW ITEM DETAIL

CHAPTER 2: FRAMEWORK MAPS AND CROSSWALKS CONSISTENCY SECTION

Strong Support	Modest Support	Split Modest	Modest Non-Support	Strong Non-Support
↑	↗	↔	↘	↓



Growth Framework Map Designations

General Framework Map: Partly in Neighborhood Activity Center

Character Typology Map: Neighborhoods

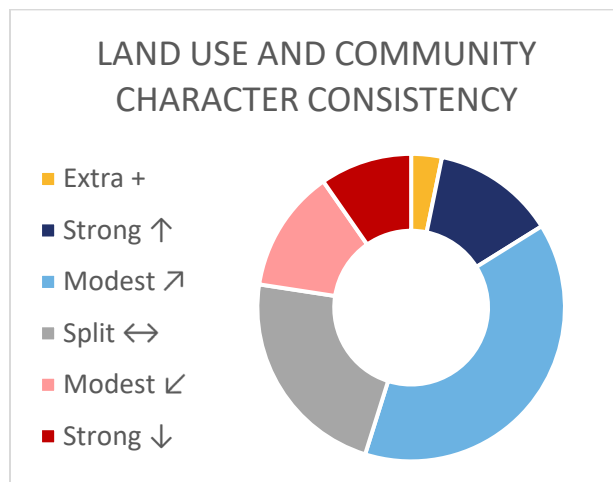
Development Change & Intensity Map: Level Two – Area to Strengthen

Character Area Crosswalk pp.58-59		
<i>Note: Project may include more than one proposed zoning designation – rated Strong Support or Strong Non-Support only.</i>		
Z1	Zoning District #1: MF-A Conditional	↑
Z2	Zoning District #2:	n/a
Development Intensity Metrics pp.64-65		
<i>Note: Rated on full 5-point scale.</i>		
I1	Prevailing Development Pattern: Separated Uses	↑
I2	Prevailing Building Heights: 1 to 3 Stories	↑
I3	Building Enclosure Ratio: (no data)	n/a
I4	Typical Block Lengths: 300 – 800 feet	↗
I5	Transportation Choices: Auto primarily (no nearby pedestrian/cycling facilities to connect to)	↘
I6	Parking Provisions: Surface Lots	↑
I7	Setbacks or Build-To Lines: Setbacks	↗
I8	Typical Street Cross Section: Suburban	↑

Building Typology Crosswalks pp.66-67 & 72-73			Note: Rated Strong Support or Strong Non-Support only.
R1	Residential Building Type 1: Single-Family Detached, Small Lot		↑
R2	Residential Building Type 2: Townhome		↑
R3	Residential Building Type 3:		n/a
N1	Non-Residential Building Type 1:		n/a
N2	Non-Residential Building Type 2:		n/a
N3	Non-Residential Building Type 3:		n/a
Block Sizes and Patterns Crosswalk p.76			Note: Rated on full 5-point scale.
P1	Block Size and Pattern: Curvilinear Streets in Modified Grid		↗
Open Space and Natural Features Crosswalk pp.78-79			Note: Rated Strong Support or Strong Non-Support only.
O1	Feature 1: Trail or Greenway		↑
O2	Feature 2: Common Greens (adjacent to clubhouse and two other informal spaces)		↑
O3	Feature 3: Playground (should be included in all residential neighborhoods)		↑
O4	Feature 4:		n/a

CHAPTER 3: STRENGTH OF LAND USE AND COMMUNITY CHARACTER CONSISTENCY

Strong Support	Modest Support	Split Modest	Modest Non-Support	Strong Non-Support
↑	↗	↔	↘	↓



Land Use and Community Character





Note: Projects that fall within one of the six identified Focus Areas may exhibit adherence to the plan's guiding principles as expressed in the table of recommendations below by calling out specific guidance illustrated in pages 146 through 215. Evaluation within these Focus Areas should consider the potential use of the Focus Area's parcels collectively. Decisions about future development on individual parcels can be made in a manner that optimizes the utilization of land while adhering to the community's objectives.

Is project within a Focus Area? If so, specify; if not, "n/a": n/a

Theme 1 – Emphasis on the Public Realm		
<i>Note: applicable to all project adjacent to public property or public streets in the absence of an overall public realm master plan.</i>		
1a <i>p.91</i>	Project uses elements of the public realm as organizing features for the neighborhood, district, or activity center.	↔
1b <i>p.91</i>	Project emphasizes consistent design features or treatments for a corridor or destination that creates a common sense of place for users.	↔
1c <i>p.91</i>	Project thinks of streets as linear parks with public spaces and activated private spaces (e.g. outdoor seating) located throughout the corridor.	↘
1d <i>p.91</i>	Project increases minimum open space requirements for private property adjacent to the public realm in terms of size, shape, and location to activate spaces.	↘
1e <i>p.91</i>	Project reimagines the definition of open space adjacent to the public realm to include, but not be limited to, plazas, outdoor seating and pocket parks that activate spaces.	↔





Theme 2 – Land Use Mix and Development Intensity





















Note: The following recommendations supplement the maps and broader recommendations of Chapter 2.












2a <i>p.95</i>	Project emphasizes bringing new employment, retail, and services to town residents; and/or provides greater home choices in the community to support different backgrounds: the creative class, working class, retirees, and children. 	↑
2b <i>p.96</i>	Project, if located at or near a mixed-use activity center on the General Framework Map, furthers the activity center as a place people can live, work, shop, play, and be entertained, as well as supporting connection to any nearby activity centers via bus circulator, bicycle lanes, sidewalks, or greenways to minimize the number of vehicle trips in the community. 	↔
2c <i>p.98</i>	Project's open spaces, if located within the expanded civic center area, provide order in the landscape and provide opportunities for informal community gathering. 	n/a
2d <i>p.98</i>	Project, if located within the expanded civic center area, provides an opportunity to increase the number of residents living in or near the area (e.g. integrates new housing through infill development or redevelopment of existing sites) in a manner that established a stronger relationship to the surrounding community character and context (e.g. building orientation to streets, public spaces, and surrounding non-residential development). 	n/a
2e <i>p.99</i>	Project, if located within the downtown area, promotes the vision of a more traditional, small-town downtown area with activity on both sides of the railroad with neighborhoods surrounding the historic downtown that provide stability for the area along with recreation uses in, and leading into, the historic downtown. 	n/a
2f <i>p.100</i>	Project, if located within the downtown area along Main Street or Garner Road, adds buildings that face the railroad corridor with building heights of at least two stories. 	n/a
2g <i>p.101</i>	Project does not seek to reclassify activity centers, character areas, or development intensities (as shown on the maps in Chapter 2) to residential unless it is part of a mixed-use development and plays a subservient role to the non-residential components of the same development. 	↗





Theme 3 – Home & Neighborhood Choices

Note: Applicable to projects proposing the addition of dwelling units of any type.








3a <i>p.108</i>	Project further diversifies the Town's mix of housing options for lease and for ownership alike: variety in price points, variety in sizes of single-family houses, variety in multi-family types (duplexes, triplexes, quadplexes, townhouses, multifamily condominiums, apartment buildings and live/work buildings), allows or provides accessory dwelling units. 	↗
3b <i>p.109</i>	Project offers homes that include architectural details that provide visual interest along the street, including façade treatments, front porches, roof eaves, roof pitches, and windows. 	↑
3c <i>p.109</i>	Project offers a scale of homes and the spaces between them that conveys a welcoming environment that includes maximum fence heights and minimum materials, landscaping, or driveway placement. 	↔
3d <i>p.109</i>	Project provides similar home types and styles that face each other on a street, meaning transitions between home types occur at the rear lot line or along an alleyway. 	↑

3e <i>p.109</i>	Project provides a connected network of streets and sidewalks to serve the neighborhood; limiting cul-de-sacs to areas with environmental concerns or steep slopes. 	
3f <i>p.109</i>	Project provides street trees that can provide tree canopy over neighborhood streets when trees reach maturity. 	
3g <i>p.109</i>	Project provides garages, and especially garage doors, that are secondary in size, scale, and design as compared to the principal structure. 	
3h <i>p.109</i>	Project provides different types of open spaces with the neighborhood and are located as prominent features (e.g. a central green as a focal point and small neighborhood parks in close proximity to residential blocks). 	
3i <i>p.109</i>	Project emphasizes a neighborhood design that has a defined center and edges in terms of mixing home densities or housing types. 	
3j <i>p.115</i>	Project provides a product mix that is aimed at workforce housing (small homes, townhomes, duplexes, cluster housing, row homes and small condominium buildings). 	
Theme 4 – Site Design and Development Scale <i>Note: Applicable to specific types and locations of projects as noted.</i>		
4a <i>p.124</i>	Projects with multiple buildings demonstrate architectural unity and use of compatible quality and type of building materials. 	
4b <i>p.128</i>	Projects on smaller infill or redevelopment sites where existing development patterns are established and expected to remain in the future, propose a massing and scale of new buildings that is similar to nearby surrounding buildings. 	n/a
4c <i>p.128</i>	Projects on larger infill or redevelopment sites propose new lots or buildings that are significantly different in mass or scale from adjacent development to be located toward the center of the site, and lots or buildings near the perimeter transitioning in massing and scale between the center and the existing surrounding development. 	n/a
4d <i>p.128</i>	Projects for new commercial, light industrial, or flex space development adjacent to residential areas propose uses and operations that are considered low-intensity, unobtrusive, or at a scale and design compatible with the adjacent residential neighborhoods. 	n/a
4e <i>p.128</i>	Projects for new activity centers exhibit effective transitions between the project's residential and non-residential uses and include safe and convenient pedestrian and bicycle access for nearby residents. 	
4f <i>p.128</i>	Projects in large activity centers focus density and intensity around existing or new street intersections on or adjacent to the site and provide appropriate transitions to less intense edges of the site compatible with adjacent existing development. 	n/a

4g <i>p.128</i>	Projects opposite a street from existing development exhibit complementary lot sizes, building mass and building placement. Changes in scale and massing take place along streets rather than across streets, or at rear lot lines/alleyways. 	n/a
4h <i>p.128</i>	Project recognizes a significant building character in the project area that is expected to remain and proposes new buildings and site design elements that are similar in size and architectural detail, including roof types windows, doors, awnings, arcades, cornices, façade materials, outdoor furniture, or other building and site details. 	n/a
4i <i>p.129</i>	Projects with new neighborhoods exhibit a well-formed center, including a civic open space such as a park, square, or plaza, depending on its location within the range of contexts from suburban to urban. 	↓
4j <i>p.129</i>	Project with new neighborhoods exhibit organization around a pedestrian shed, where all residents are within a short 5-minute walk of a meaningful destination such as mixed-use areas or other civic open spaces. This pedestrian shed is typically circular but may be linear in the case of corridor development. 	↙
4k <i>p.131</i>	Projects located at activity centers in the General Framework Map promote increased development density and mix of uses. 	↔
Theme 5 – Community Connections <i>Note: Focus on “systems”, including roads, greenways, transit, parks, utilities, natural areas, and floodplains.</i>		
5a <i>p.132</i>	Project connects streets dispersing traffic and limiting congestion, except where there are topographic or ecological constraints, or neighborhood safety concerns (e.g., excessive cut-through traffic or the absence of sidewalks to reduce vehicle-pedestrian conflicts). 	↔
5b <i>p.132</i>	Project will construct a network of connected sidewalks, side paths and other pedestrian passages that provides more interesting walking and jogging alternatives, access to a variety of neighborhoods and destinations, and more opportunity for social interaction. 	↗
5c <i>p.133</i>	Projects along an important mobility corridor (US 70, US 401, NC 50, Timber Drive, White Oak Rd, Ten Ten Rd, Creech Rd, Garner Rd, Aversboro Rd, Vandora Springs Rd) promote improved access management (ingress/egress, circulation, stub outs, cross access, connectivity, etc.) for the corridor. 	↗
5d <i>p.138</i>	Project exhibits open spaces aimed at maximizing a comprehensive, connected, and continuous larger (Town-wide) open space network that is easily recognizable and accessible to residents. 	↗
5e <i>p.138</i>	Project demonstrates preservation of the existing hydrological pattern of drainage and percolation, the use low impact or light imprint development strategies, and a consideration of the least technologically complex solutions first. 	↗
5f <i>p.139</i>	Project demonstrates green street solutions such as small rain gardens, bioretention systems, bioswales, infiltration planters, flow-through planters, and pervious paving materials. 	↓

Theme 6 – Natural Conservation and Historic Preservation		
<i>Note: Applies to projects where floodplains, mature tree canopy and historic resources are present.</i>		
6a <i>p.142</i>	Project demonstrates efforts to preserve and plant shade trees to assist in the prevention of stream erosion, save energy, and cool streets and buildings. 	
6b <i>p.143</i>	Projects located along the Swift Creek corridor and its tributaries protects those areas and promotes them as an important part of a comprehensive and connected system of green space integrated into the surrounding built environment. 	n/a
6c <i>p.144</i>	Project demonstrates efforts to identify and ultimately protect historic structures and other historic resources on the site or relocates a historic structure to another location suitable for its preservation. 	n/a

EXTRA CREDIT SECTION

E-2a <i>p.102</i>	Project represents infill development or redevelopment that helps to shorten vehicle trip lengths, minimize expensive infrastructure expansion investments, and avoid the loss of rural areas for future development beyond municipal limits. 	n/a
E-2b <i>p.102</i>	Project offers land or building space dedicated for new parks, schools or something else to meet future community facility and service needs. 	
E-3a <i>p.112</i>	Project demonstrates (through research or studies) consideration of vulnerabilities to surrounding neighborhoods such as gentrification or displacement, or it provides evidence of the equitable distribution of benefits associated with the project for the neighborhood in which it is located. 	n/a
E-4a <i>p.125</i>	Project adaptively reuses existing non-residential buildings that are either abandoned or in decline and exhibits reinvestment in building architecture, parking lot design, landscaping or open space. 	n/a
E-5a <i>p.136</i>	Project demonstrates an applicant's work with appropriate Town officials to modify street standards that result in a better representation of the conditions for their particular development context. 	n/a
E-5b <i>p.139</i>	Project dedicates land for a future park or builds a park to be made accessible to the public in an area of interest identified by Town officials. 	n/a

October 29, 2021

**Reference: Wilmington Townes
Neighborhood Meeting Notification**

Dear Neighbor:

We are writing to notify you of a neighborhood meeting to discuss the proposed Wilmington Townes project located on Creech Road (Wake County PINs 1712-90-0580 and 1722-00-1533). The attached site plan and zoning conditions have been submitted to the Town of Garner and are currently under review by town staff.

Due to the ongoing COVID-19 pandemic closures and guidelines, the meeting will be virtual and will be held on Monday, November 22, 2021 from 6:00 PM to 7:00 PM. The virtual meeting link and alternate telephone call-in information are listed below.

For Virtual Meeting Access (Microsoft Teams):

Enter <https://bit.ly/3wxTiWN>, into the web browser of your choice.

Please note, for virtual meeting access, your computer must include a microphone and speakers.

For Access via Telephone (Voice Only):

Telephone Number: 919.999.3953
Conference ID Code: 146 221 4#

We look forward to your attendance.

Sincerely,



Jon D. Frazier, PE, LEED AP
Principal
919.610.1051
jfrazier@flmengineering.com

Wilmington Townes Neighborhood Meeting Summary

On Monday, November 22, 2021, a neighborhood meeting was held to inform neighbors of the proposed Wilmington Townes project and to gain their feedback for consideration in development of the preliminary plans. The notification sent to the neighbors is attached along with the list of neighbors notified. The neighbors that attended the meeting are shown on the attached Microsoft Teams Attendance Report. The attendees that represented the development team included Jon Frazier, FLM Engineering, and Chuck Walker, Entitlement Preservation Group.

Following a brief presentation by the development team, the neighbors in attendance were invited to ask questions and share concerns. Below is a list of the questions, comments, and concerns raised along with answers provided by the development team. The questions and answers are summarized for brevity.

Andi Dees (Plaza Drive Resident)

Q1: Can you explain how Wilmington Road will be extended to Creech Road in the future?

A: Wilmington Road will extend through Parcel No. 1712819009 in the future and will look the same as the road depicted on the Wilmington Townes plans (curb and gutter, sidewalk on both sides, etc.).

Q2: Will there be increased traffic on Plaza Drive?

A: We do not anticipate that Plaza Drive will see a significant increase in traffic. The proposed connections to Creech Road offer a much more direct route to access Creech Road, and we expect residents to utilize the proposed connections instead of Plaza Drive. The connection to Plaza Drive is required by the Town of Garner because of the right-of-way that is current stubbed to the subject property and will be primarily for a secondary means of access to the proposed development (for emergency vehicles or similar in the event the primary access is blocked).

Q3: Will the proposed development be within the Town of Garner?

A: Yes.

Emily Scott (Hay River Street Resident)

Q1: Can you describe the potential environmental impacts?

A: Environmental impacts have been avoided with the proposed plan to the extent practical and result mainly from the town's required extension of Wilmington Road. Any impacts will be permitted appropriately with the property authorities. Stormwater runoff will be controlled through three stormwater wetlands, which provide both quantity and quality control.

Q2: Will there be noise impacts to the residents of Hay River Street?

A: We do not anticipate significant noise impacts to Hay River Street. The closest townhomes will be approximately 390' away from the Hay River Street lots, and the wooded flood plain and stream buffer will remain intact.

Q3: Will the proposed development be within the Town of Garner?

A: Yes.

Q4: Can you discuss the proposed greenway?

A: Per the Town of Garner's requirement, a greenway is proposed along the route of the existing sewer easement.

Larry Murphy (Pasadena Road Resident)

Q1: How many units are proposed?

A: 146 townhomes.

Q2: What is the proposed price range?

A: It is difficult to estimate the price of the units due to the fluctuations in material pricing, but we anticipate that pricing will start in the \$300,000s.

Q3: What is the proposed size of the units?

A: The units west of the proposed Wilmington Road extension are three-story, 20' x 60' footprints, which would equate to 3,600 square feet. With the proposed garage, the units would still be over 2,000 square feet. The units east of the proposed Wilmington Road extension are two-story, 22' x 60' and 26' x 60' units, and thus, would be expected to be over 2,000 square feet as well.

Q4: What is the anticipated project timing?

A: If the rezoning and preliminary plans are approved by the town, we would expect construction to begin by the end of 2022 after construction drawings have been approved and appropriate permits have been obtained.

Greg Buol (Creech Road Resident)

Q1: Will there be one initial connection on Creech Road?

A: Yes, until Wilmington Road is extended and the existing Creech Road is abandoned, there will be one proposed connection to Creech Road. The connection will be positioned such that it meets NCDOT requirements such as sight distance, spacing, etc.

Q2: Will the proposed development have public water and sewer?

A: Yes, the development will be served with public water and sewer through the City of Raleigh.

Q3: Will there be a connection of Wilmington Road across the stream?

A: Right-of-way will be dedicated and a fee-in-lieu will be paid by this project for a future connection of Wilmington Road across the stream by the Town of Garner.

Linell Robinson (Plaza Drive Resident)

Q1: Will there be improvements on Plaza Drive?

A: No improvements to Plaza Drive are proposed because a significant increase in traffic on Plaza Drive is not anticipated. Garner's Transportation Plan also shows an extension of Tryon Road north of the Gatewood Subdivision that may provide relief from traffic on Creech Road in the future.

3-[illegible]

Technical drawing of a pool cage. The drawing shows a rectangular structure with a roof and vertical bars. Dimensions are indicated: 15' 0" for the width, 15' 0" for the depth, and 15' 0" for the height. The roof is labeled "15' 0\"

ALL RETAINING WALLS OVER 3' IN HEIGHT MUST HAVE A SAFETY RAIL. SEE THE DETAIL ON SHEET C-3.

3.

DUMPSTER ENCLOSURES SHALL BE FULLY ENCLOSED WITH A FENCE OR WALL AT A MIN. HEIGHT OF 8' TO BLOCK 100% OF THE VIEW INTO THE ENCLOSED AREA. THE ENCLOSURES SHALL MATCH THE PRIMARY COLOR AND MATERIAL OF THE BUILDINGS WHEN VIEWED FROM THE PUBLIC OR PRIVATE RW OR ADJACENT RESIDENTIAL ZONING DISTRICT OR USE.

DUMPSTERS SHALL BE ADA COMPLIANT.



October 11, 2021

Town of Garner 900
7th Avenue Garner
NC 27529

Re: Conditional Use Rezoning – Wilmington Townes

Based on the standards of the Unified Development Ordinance, this petition requests consideration of a Conditional Use District Zoning authorizing or excluding the uses and/or conditions described below. All uses and/or conditions requested to be authorized and/or excluded are allowed by right in the district requested and this fact is hereby acknowledged by the applicant.

1. Permitted Use Table:

USE CATEGORY	SPECIFIC USE
HOUSEHOLD LIVING	TOWNHOUSE

2. Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.
3. All townhouses shall be a minimum of 1,500 square feet.
4. All townhouses shall have at least a one-car garage.
5. All townhouse shall have a minimum .046-gauge vinyl siding or an equivalent. Front color variations between adjacent units shall be utilized.
6. Each Townhome Group (which is defined as a building containing multiple townhouse units) shall include at least two (2) of the following siding types on the front façade: (a) board and batten; (b) horizontal lap siding; and/or (c) shake siding.
7. Except for one (1) unit per Townhome Group, the front façade of all units shall be minimally finished with the equivalent of a 24" stone/masonry water table.
8. Garage doors for all townhomes shall have carriage door hardware and windows.
9. A covered front porch a minimum of 20 square feet shall be provided as part of all townhouses.
10. An outdoor deck or patio a minimum of 100 square feet is required on all dwelling units.

11. The side elevations of each end unit shall feature at least two (2) glazed elements.
12. Shutters or window trim shall be provided on the front facade of all townhome dwellings and side facades of all townhome dwellings with right of way frontage. Trim dimensions shall be a minimum of one (1) inch by four (4) inches.
13. All homes shall have a minimum 8" eaves on the front facade with a minimum 8" roof overhang on all sides.
14. On townhomes, roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at minimum, after every third unit within one townhome building group
15. To provide visual diversity, no more than three contiguous townhome units shall be allowed with the same setback. Variations in setback shall be at least 2 feet.

OWNER	ADDR1	ADDR2
KROHN, SEAN KROHN, IRENE HENRIETTE	7104 EASTOVER DR	RALEIGH NC 27603-5218
RODRIGUEZ, ESTUARDO VALDEMAR RODRIGUEZ, LEONOR	1010 VERMONT AVE NW STE 719	WASHINGTON DC 20005-4941
AVERY, MICHAEL TODD	308 PLAZA DR	GARNER NC 27529-2730
BURNETT, RAYMOND BURNETT, VIRGINIA MAE	203 WOODGATE DR	GARNER NC 27529-2739
DAVIS, ELIJAH L DAVIS, CARRIE M	400 PLAZA DR	GARNER NC 27529-2732
REX RESIDENTIAL PROPERTY OWNER A, LLC	1505 KING STREET EXT STE 100	CHARLESTON SC 29405-9442
WATSON, RAKI A	705 WINSTON DR	SEYMOUR TN 37865-3426
CARR, MARGARET H	724 HAY RIVER ST	GARNER NC 27529-6220
PERDUE, HOWARD E PERDUE, BETTY R JR	303 PLAZA DR	GARNER NC 27529-2729
BARNES, ALONZA D BARNES, JEANNETTE L	4013 HIGH MOUNTAIN DR	RALEIGH NC 27603-8995
ADAMS, DARLENE	103 WOODGATE DR	GARNER NC 27529-2737
WILSON, KENNETH WILSON, CYNTHIA	3806 MERIWETHER DR APT C	DURHAM NC 27704-5407
AVERY, JACKIE LEE AVERY, PATRICIA G	405 PLAZA DR	GARNER NC 27529-2731
OPPENHEIM, KYLE STEVEN GOODPASTURE, MARION GRACE	701 HAY RIVER ST	GARNER NC 27529-6219
TORRES-ALVAREZ, LEMUEL MALDONADO-SERRANO, SYLVIA A	4312 RUSHFORD LN	GARNER NC 27529-7244
ARE, SRINIVAS PINAPALA, GOPAL	803 WILLOWMIST CT	CARY NC 27519-7709
TURNER, JEFFREY EARLE WATHEN, ALISON MCKENZIE	156 PASADENA RD	GARNER NC 27529-6221
AVENT, IRMA JEAN	PO BOX 27312	RALEIGH NC 27611-7312
SMITH, JEREMIAH SMITH, ELIZABETH	772 HAY RIVER ST	GARNER NC 27529-6220
COLEMAN, MARGARET B	4408 WILMINGTON RD	GARNER NC 27529-9590
MAGANA, CARLOS DEL TORO MAGANA, JORGE DEL TORO	107 ASHBOURNE CT	GARNER NC 27529-4609
KEITH, BERNARD R HOLMES, GAREASIA	771 HAY RIVER ST	GARNER NC 27529-6219
STEWART, SHIRLEY A	103 PLAZA DR	GARNER NC 27529-2725
ROGERS, CAROLYN H	409 PLAZA DR	GARNER NC 27529-2731
DUELL, BETTY B	403 PLAZA DR	GARNER NC 27529-2731
PASTRANA, EDGAR	210 PLAZA DR	GARNER NC 27529-2728
MOORE, DELORES F MOORE, TERESA	306 PLAZA DR	GARNER NC 27529-2730
DOBBIN, WALTER H AVERY, BARBARA A	411 PLAZA DR	GARNER NC 27529-2731
WILLIAMS, ERNEST L WILLIAMS, JOYCE B	304 PLAZA DR	GARNER NC 27529-2730
DAVIS, ANTHONY DAVIS, FRANCES DENISE	764 HAY RIVER ST	GARNER NC 27529-6220
ROBINSON, LINELL ROBINSON, ARNETTA W	404 PLAZA DR	GARNER NC 27529-2732
DANNAGER STRIKE LLC	3434 EDWARDS MILL RD	RALEIGH NC 27612-4275
EVANS, MARVIN EVANS, PATRICIA L	204 PLAZA DR	GARNER NC 27529-2728
ROWE, WILLIE ROWE, JANIE H	102 WOODGATE DR	GARNER NC 27529-2738
ADAMS, JOHNNY	300 PLAZA DR	GARNER NC 27529-2730
SANDERS, LOUISE PEEBLES, GWENDOLYN	200 PLAZA DR	GARNER NC 27529-2728
AMH 2015-2 BORROWER LLC	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148
NORWOOD, LAVAR D HARRIS, SHARHONDA D	732 HAY RIVER ST	GARNER NC 27529-6220
ROMEO, GASPER D ROMEO, NANCY A	208 CRICKET HOLLOW RUN	CLAYTON NC 27520-5909
CRAWFORD, STORMY CANNADY	707 WEXFORD DR APT H	RALEIGH NC 27603-6616
MCKNIGHT, CHARLOTTE ROGERS, DWIGHT	105 SOUTHWOOD CIR	GARNER NC 27529-2735
TORRES, ALEJANDRO LEON	102 HUNTING CT	GARNER NC 27529-2724
WILLIAMS, SHALONDA S WILLIAMS, ALONZA JR	203 PLAZA DR	GARNER NC 27529-2727
LUCAS, OTIS JR LUCAS, PEGGY B	302 PLAZA DR	GARNER NC 27529-2730
HICKS, FREDRICK L HICKS, JO ANN S	101 GATEWOOD DR	GARNER NC 27529-2713
JENKINS, JAVORD L JENKINS, LASONYA	733 HAY RIVER ST	GARNER NC 27529-6219
ROGERS, SYLVIA P	100 HUNTING CT	GARNER NC 27529-2724
HUNTERS MARK ASSOCIATES LLC	PO BOX 31568	RALEIGH NC 27622-1568
WRIGHT, ROBERT M SR	104 WOODGATE DR	GARNER NC 27529-2738
PENSCO TRUST COMPANY LLC CUSTODIAN INNA DENG IRA	PO BOX 173859	DENVER CO 80217-3859
PANOCENO, MARIBEL MOLINA	104 HUNTING CT	GARNER NC 27529-2724
HUDSON, WILL A HUDSON, BETTY L	5325 EDINGTON LN	RALEIGH NC 27604-5939
WALKER, PATRICIA A WALKER, DANNY L	155 RED LAKE ST	GARNER NC 27529-6217
GREEN, SYLVIA J	100 PLAZA DR	GARNER NC 27529-2726
EDWARDS, TOMMY L EDWARDS, SHIRLEY B	402 PLAZA DR	GARNER NC 27529-2732
ALTO ASSET COMPANY 2 LLC	5001 PLAZA ON THE LK STE 200	AUSTIN TX 78746-1053
EAO LLC	5909 FALLS OF NEUSE RD STE 200	RALEIGH NC 27609-4000
JETTER, GLENDA B	114 E CAMDEN FOREST DR	CARY NC 27518-9044
WAHL, BRIAN	716 HAY RIVER ST	GARNER NC 27529-6220
ELLIS, BARBARA B	102 PLAZA DR	GARNER NC 27529-2726
STRICKLAND, CHARLES C STRICKLAND, DORIS E	104 PLAZA DR	GARNER NC 27529-2726
AVERY, DELWYN L	207 PLAZA DR	GARNER NC 27529-2727
SMITH, CLARK GABLE HEIRS	143 JENMAR DR	FUQUAY VARINA NC 27526-7082
DEES, ANDREA NOEL	106 PLAZA DR	GARNER NC 27529-2726
GLENN, CALVIN R GLENN, GWENDOLYN F	800 HAY RIVER ST	GARNER NC 27529-6223
SHANNON M SCOTT LIVING TRUST EMILY R SCOTT LIVING TRUST	796 HAY RIVER ST	GARNER NC 27529-6220
BRYANT, JESSICA T	700 HAY RIVER ST	GARNER NC 27529-6220
TAYLOR, MESHELLE A	780 HAY RIVER ST	GARNER NC 27529-6220
PULLEY, DIANE PULLEY, COREY D	3113 WAINWRIGHT CT	RALEIGH NC 27604-1637
VANDEMORTEL, MARK A VANDEMORTEL, SHARON L	1420 CREECH RD	GARNER NC 27529-2706
LIPSCOMB, MARY I	100 WOODGATE DR	GARNER NC 27529-2738
JIMMERSON, NATLYNN D	201 PLAZA DR	GARNER NC 27529-2727
DOGGETT ASSOCIATES LLC (SEE 9325-1298 FOR CONVERSION)	1904 CHASE CT	RALEIGH NC 27607-3173
ABROM, TONY G ABROM, JOFFE D	164 PASADENA RD	GARNER NC 27529-6221
SHIELDS, BARBARA C BUNCH, CONNIE CHAVIS	101 HUNTING CT	GARNER NC 27529-2723
ROGERS, TONISHIA DENISE	783 HAY RIVER ST	GARNER NC 27529-6219
GARNER TOWN OF	PO BOX 446	GARNER NC 27529-0446
GILL, MARY T GILL, MICHAEL	406 PLAZA DR	GARNER NC 27529-2732
STEWART, CEDRIC STEWART, TIFFANY	410 PLAZA DR	GARNER NC 27529-2732
GREGORY POOLE EQUIPMENT CO INC	4807 BERYL RD	RALEIGH NC 27606-1406
GREEN, WILBUR VERTUS III	165 PASADENA RD	GARNER NC 27529-6222
GSD INVESTMENTS LLC	6329 STATE ROAD 54	NEW PORT RICHEY FL 34653-6037
HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235
DAHER, ALMA LINDSEY DAHER, WALEED K	157 PASADENA RD	GARNER NC 27529-6222
GAINES, JOSEPH J GAINES, MERNILLA J	316 W MILLBROOK RD STE 113	RALEIGH NC 27609-4482
PROGRESS RALEIGH LLC	PO BOX 4090	SCOTTSDALE AZ 85261-4090
RALEIGH CITY OF	PO BOX 590	RALEIGH NC 27602-0590
5000 THARRINGTON ROAD LLC	1401 SUNDAY DR STE 113	RALEIGH NC 27607-5173
BAKER, ROSA L HEIRS	105 PLAZA DR	GARNER NC 27529-2725
CURRIE, RUTHANNE	502 PLAZA DR	GARNER NC 27529-2734
WRAY, LAWRENCE E RIDLEY, MICHAEL P HEIRS	917 WILLOW RUN SOUTH DR	RALEIGH NC 27615-5250
MORGAN, DA'META	708 HAY RIVER ST	GARNER NC 27529-6220
JORDAN, H EUGENE JORDAN, GWENDOLYN S	3004 ALLENBY DR	RALEIGH NC 27604-5802
CTR PROPERTIES LLC	3301 INTEGRITY DR	GARNER NC 27529-7201
BUOL, JOAN E	1408 CREECH RD	GARNER NC 27529-2706
MONROE, ROBERT E TRUSTEE	3225 BLUE RIDGE RD STE 117	RALEIGH NC 27612-8060
COOLEY, MARY L	503 PLAZA DR	GARNER NC 27529-2733
BOULWARE, EDNA JEWEL	505 PLAZA DR	GARNER NC 27529-2733
LEACH, BENITA	310 PLAZA DR	GARNER NC 27529-2730
HINNANT, CHALMERS P JR	3705 CHANCELLORSVILLE CT	RALEIGH NC 27610-6379
BEALE, JASON M BEALE, KENYATTA K	788 HAY RIVER ST	GARNER NC 27529-6220
WILLIAMS, LATASHA L	779 HAY RIVER ST	GARNER NC 27529-6219
STEPHENS, LIZZIE M STEPHENS, BRENDA S	103 HUNTING CT	GARNER NC 27529-2723
YAP, CHO SING	8608 LAKEWOOD DR	RALEIGH NC 27613-1112
SHIPLEY, ROBERT G JR SHIPLEY, VIRGINIA H	4113 HUCKLEBERRY DR	RALEIGH NC 27612-3619
MILNE, BRIGNER C	1304 CREECH RD	GARNER NC 27529-2704
HINSON, JAMES T HINSON, JO ANN	1104 CREECH RD	GARNER NC 27529-2922
MCCARTHY, MIKE	1803 EVERGREEN AVE	RALEIGH NC 27603-3007
HEATH, BETTY M	2712 SIMPKINS RD	RALEIGH NC 27603-4438
BUTLER, VERNELL BUTLER, ANNIE B	149 FOLK RD	BLYTHEWOOD SC 29016-9031
BLACKMAN, SONYA R	1204 CREECH RD	GARNER NC 27529-2702
FYE, CYNDRAN ANN TORRES, CELSO ESTRADA	225 FERN FOREST DR	RALEIGH NC 27603-9724
CREECH ROAD APARTMENTS LLC	8811 WESTGATE PARK DR	RALEIGH NC 27617-4774
CREECH, SANDI J	903 CREECH RD	GARNER NC 27529-2917
SELLERS, ARCHIE C SELLERS, NANCY W	1300 CREECH RD	GARNER NC 27529-2704

Meeting Summary

Total Number of Participants 14
Meeting Title Wilmington Townes Neighborhood Meeting
Meeting Start Time 11/22/2021, 5:50:31 PM
Meeting End Time 11/22/2021, 7:19:34 PM
Meeting Id 2a8be9a3-62e9-42d7-8306-0024c7e7ce89

Full Name	Join Time	Leave Time	Duration	Email	Role	Participant ID (UPN)
Jon Frazier	11/22/2021, 5:50:31 PM	11/22/2021, 6:50:33 PM	1h	jfrazier@flmengineering.com	Organizer	jfrazier@flmengineering.com
cwalker.epgrouponline.com	11/22/2021, 5:59:04 PM	11/22/2021, 6:50:38 PM	51m 34s	cwalker@epgrouponline.com	Attendee	cwalker@epgrouponline.com
Adrian Emerson	11/22/2021, 6:00:47 PM	11/22/2021, 6:50:39 PM	49m 51s		Attendee	
Tasha Simpson	11/22/2021, 6:00:47 PM	11/22/2021, 7:19:34 PM	1h 18m		Attendee	
Emily Scott (Guest)	11/22/2021, 6:00:48 PM	11/22/2021, 6:50:36 PM	49m 47s		Attendee	
Greg Buol (Guest)	11/22/2021, 6:01:38 PM	11/22/2021, 6:50:34 PM	48m 55s		Attendee	
19199243941	11/22/2021, 6:01:59 PM	11/22/2021, 6:22:16 PM	20m 17s		Attendee	
19197803715	11/22/2021, 6:02:17 PM	11/22/2021, 6:03:16 PM	58s		Attendee	
Monica Delimata	11/22/2021, 6:02:30 PM	11/22/2021, 6:40:48 PM	38m 18s	monica.delimata@advance-auto.com	Attendee	monica.delimata@advance-auto.com
Sean (Guest)	11/22/2021, 6:03:05 PM	11/22/2021, 6:50:31 PM	47m 25s		Attendee	
Linell Robinson (Guest)	11/22/2021, 6:04:23 PM	11/22/2021, 7:05:27 PM	1h 1m		Attendee	
Andi Dees	11/22/2021, 6:07:46 PM	11/22/2021, 6:25:50 PM	18m 4s	Andi.Dees@townofcary.org	Attendee	Andi.Dees@townofcary.org
Larry Murphy	11/22/2021, 6:20:04 PM	11/22/2021, 6:50:33 PM	30m 29s		Attendee	
19198349902	11/22/2021, 6:27:07 PM	11/22/2021, 6:50:35 PM	23m 27s		Attendee	

December 13, 2021

**Reference: Wilmington Townes
Second Neighborhood Meeting Notification**

Dear Neighbor:

We are writing to notify you of a neighborhood meeting to discuss the proposed Wilmington Townes project located on Creech Road (Wake County PINs 1712-90-0580 and 1722-00-1533). The attached site plan and zoning conditions have been submitted to the Town of Garner and are currently under review by town staff.

We held a virtual meeting Monday, November 22, 2021, from 6:00 PM to 7:00 PM. Due to the changing COVID-19 pandemic closures and guidelines, the Town Staff requests we hold an in-person meeting as well. The in-person meeting will be held at the Garner Senior Center in the Multi-Purpose Room on December 28, 2021 from 6:00 to 7:30.

The address of GSC is 205 East Garner Road.

We look forward to your attendance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon D. Frazier".

Jon D. Frazier, PE, LEED AP
Principal
919.610.1051
jfrazier@flmengineering.com

SUMMARY OF NEIGHBORHOOD MEETING FOR WILMINGTON TOWNES

HELD:

DECEMBER 28, 2021, 6-7 PM AT THE GARNER SENIOR CENTER

FACILITATOR: CHARLES R. WALKER III

ASSISTING: ANGELA WALKER

ATTENDEES:

BETTY AND HOWARD PERDUE
SONYA BLACKMAN

LINELL ROBINSON

ITEMS DISCUSSED:

HOW MANY UNITS? 146

WILL THERE BE A CONNECTION TO GATEWOOD? YES, AT EXISTING ROW AT PLAZA DR.

HOW WILL WE DEAL WITH THE GATEWOOD ENTRANCE? WE ARE NOT MODIFYING THAT ENTRANCE AS PART OF THIS PROJECT. IT WILL BE MODIFIED AS AT OF THE TOWN'S TRANSPORTATION PLAN WHEN WILMINGTON WILL BE EXTENDED TO EXISTING CREECH RD THAT ELIMINATES THE CURRENT CURVE.

WHAT ARE THE PLANS FOR CREECH SINCE THE PROJECT IS ADDING TO THE TRAFFIC IN THAT AREA? IMPROVEMENTS AND CONNECTIONS SHOWN ON THE PLANS. WE DISCUSSED THE INTERIM CONNECTION TO CREECH, THE ATTACHMENT TO PLAZA DRIVE AND THE FUTURE EXTENSION OF WILMINGTON TOWARDS HUNTERS MARK SUBDIVISION.

WILL THERE BE STOP SIGNS AND LIGHTS? AT INTERSECTIONS, STOP SIGNS WILL BE INSTALLED. TRAFFIC LIGHTS WOULD BE INSTALLED WHEN DEEMED NECESSARY BY THE DOT.

TWO ENTRANCES? THREE TOTAL. ONE AT PLAZA DR AND ONE ON EXISTING CREECH. SECOND ENTRANCE ONTO CREECH WHEN THE RE-DESIGN OF CREECH TO THE NW IS COMPLETE.

WILL ROADS BE WIDENED NEAR THE FIRST THREE HOUSES IN GATEWOOD? NOT AS PART OF THIS PROJECT.

WILL THE EXISTING DUPLEXES ON THE WEST OF CREECH NEED TO BE REMOVED? NOT AS PART OF THIS PROJECT.

HOW FAR IS THE NEW WILMINGTON GOING TO GO? AS SHOWN ON PLANS, A COMBINATION OF CONSTRUCTION IN THE PROJECT AND FEE-IN-LIEU PAYMENTS TO THE PROPERTY LINE JUST AS HUNTERS MARK DID.

WHAT TYPE OF BUFFER ALONG GATEWOOD IF ANY? 35 FT WIDE PLANTED BUFFER AS SHOWN ON THE PLANS.

WHAT ABOUT DRAINAGE? STORMWATER DEVICES ARE SHOWN ON THE PLAN.

TWO OR THREE STORIES? PLANS CALL FOR UP TO THREE STORIES.

ANY LOW-INCOME HUD UNITS? NO, ALL MARKET-RATE.

WILL THIS PROJECT BE IN THE TOWN LIMITS? YES, UPON APPROVAL THE PROJECT WILL BE ANNEXED INTO THE TOWN.

ARE YOU GOING TO BUILD THE BRIDGE, IF NEEDED, TO CROSS THE CREEK? NO, ANY CONNECTION THERE WOULD BE INCLUDED AS PART OF THE FEE-IN-LIEU.

WHERE WILL THE TRYON RD EXTENSION BE? WE DISCUSSED ITS GENERAL LOCATION NW OF THIS PROJECT.

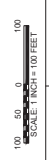
WHEN DOES THE PROJECT MOVE FORWARD WITH THE TOWN? WE ESTIMATED WE WILL BE HEARD IN THE JANUARY OR FEBRUARY MEETINGS. WE STRESSED WE DID NOT HAVE CONTROL OF THE SCHEDULE.



REV	DESCRIPTION	DATE	BY
1	TOWN OF GARNER	3/17/2021	FLM
2	TOWN OF GARNER	7/26/2021	FLM
2	TOWN OF GARNER	9/20/2021	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION



PRELIMINARY SUBDIVISION PLANS
WILMINGTON TOWNES
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-26-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
DRAWN BY:	FLM
PROJECT NO.:	20080

OVERALL SITE PLAN

C-3
SHEET 3 OF 16

LOT SUMMARY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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October 11, 2021

Town of Garner 900
7th Avenue Garner
NC 27529

Re: Conditional Use Rezoning – Wilmington Townes

Based on the standards of the Unified Development Ordinance, this petition requests consideration of a Conditional Use District Zoning authorizing or excluding the uses and/or conditions described below. All uses and/or conditions requested to be authorized and/or excluded are allowed by right in the district requested and this fact is hereby acknowledged by the applicant.

1. Permitted Use Table:

USE CATEGORY	SPECIFIC USE
HOUSEHOLD LIVING	TOWNHOUSE

2. Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.
3. All townhouses shall be a minimum of 1,500 square feet.
4. All townhouses shall have at least a one-car garage.
5. All townhouse shall have a minimum .046-gauge vinyl siding or an equivalent. Front color variations between adjacent units shall be utilized.
6. Each Townhome Group (which is defined as a building containing multiple townhouse units) shall include at least two (2) of the following siding types on the front façade: (a) board and batten; (b) horizontal lap siding; and/or (c) shake siding.
7. Except for one (1) unit per Townhome Group, the front façade of all units shall be minimally finished with the equivalent of a 24" stone/masonry water table.
8. Garage doors for all townhomes shall have carriage door hardware and windows.
9. A covered front porch a minimum of 20 square feet shall be provided as part of all townhouses.
10. An outdoor deck or patio a minimum of 100 square feet is required on all dwelling units.

11. The side elevations of each end unit shall feature at least two (2) glazed elements.
12. Shutters or window trim shall be provided on the front facade of all townhome dwellings and side facades of all townhome dwellings with right of way frontage. Trim dimensions shall be a minimum of one (1) inch by four (4) inches.
13. All homes shall have a minimum 8" eaves on the front facade with a minimum 8" roof overhang on all sides.
14. On townhomes, roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at minimum, after every third unit within one townhome building group
15. To provide visual diversity, no more than three contiguous townhome units shall be allowed with the same setback. Variations in setback shall be at least 2 feet.

OWNER	ADDR1	ADDR2
KROHN, SEAN KROHN, IRENE HENRIETTE	7104 EASTOVER DR	RALEIGH NC 27603-5218
RODRIGUEZ, ESTUARDO VALDEMAR RODRIGUEZ, LEONOR	1010 VERMONT AVE NW STE 719	WASHINGTON DC 20005-4941
EVERY, MICHAEL TODD	308 PLAZA DR	GARNER NC 27529-2730
BURNETT, RAYMOND BURNETT, VIRGINIA MAE	203 WOODGATE DR	GARNER NC 27529-2739
DAVIS, ELIJAH L DAVIS, CARRIE M	400 PLAZA DR	GARNER NC 27529-2732
REX RESIDENTIAL PROPERTY OWNER A, LLC	1505 KING STREET EXT STE 100	CHARLESTON SC 29405-9442
WATSON, RAKI A	705 WINSTON DR	SEYMOUR TN 37865-3426
CARR, MARGARET H	724 HAY RIVER ST	GARNER NC 27529-6220
PERDUE, HOWARD E PERDUE, BETTY R JR	303 PLAZA DR	GARNER NC 27529-2729
BARNES, ALONZA D BARNES, JEANNETTE L	4013 HIGH MOUNTAIN DR	RALEIGH NC 27603-8995
ADAMS, DARLENE	103 WOODGATE DR	GARNER NC 27529-2737
WILSON, KENNETH WILSON, CYNTHIA	3806 MERIWETHER DR APT C	DURHAM NC 27704-5407
EVERY, JACKIE LEE EVERY, PATRICIA G	405 PLAZA DR	GARNER NC 27529-2731
OPPENHEIM, KYLE STEVEN GOODPASTURE, MARION GRACE	701 HAY RIVER ST	GARNER NC 27529-6219
TORRES-ALVAREZ, LEMUEL MALDONADO-SERRANO, SYLVIA A	4312 RUSHFORD LN	GARNER NC 27529-7244
ARE, SRINIVAS PINAPALA, GOPAL	803 WILLOWMIST CT	CARY NC 27519-7709
TURNER, JEFFREY EARLE WATHEN, ALISON MCKENZIE	156 PASADENA RD	GARNER NC 27529-6221
AVENT, IRMA JEAN	PO BOX 27312	RALEIGH NC 27611-7312
SMITH, JEREMIAH SMITH, ELIZABETH	772 HAY RIVER ST	GARNER NC 27529-6220
COLEMAN, MARGARET B	4408 WILMINGTON RD	GARNER NC 27529-9590
MAGANA, CARLOS DEL TORO MAGANA, JORGE DEL TORO	107 ASHBOURNE CT	GARNER NC 27529-4609
KEITH, BERNARD R HOLMES, GAREASIA	771 HAY RIVER ST	GARNER NC 27529-6219
STEWART, SHIRLEY A	103 PLAZA DR	GARNER NC 27529-2725
ROGERS, CAROLYN H	409 PLAZA DR	GARNER NC 27529-2731
DUELL, BETTY B	403 PLAZA DR	GARNER NC 27529-2731
PASTRANA, EDGAR	210 PLAZA DR	GARNER NC 27529-2728
MOORE, DELORES F MOORE, TERESA	306 PLAZA DR	GARNER NC 27529-2730
DOBBIN, WALTER H AVERY, BARBARA A	411 PLAZA DR	GARNER NC 27529-2731
WILLIAMS, ERNEST L WILLIAMS, JOYCE B	304 PLAZA DR	GARNER NC 27529-2730
DAVIS, ANTHONY DAVIS, FRANCES DENISE	764 HAY RIVER ST	GARNER NC 27529-6220
ROBINSON, LINELL ROBINSON, ARNETTA W	404 PLAZA DR	GARNER NC 27529-2732
DANNAGER STRIKE LLC	3434 EDWARDS MILL RD	RALEIGH NC 27612-4275
EVANS, MARVIN EVANS, PATRICIA L	204 PLAZA DR	GARNER NC 27529-2728
ROWE, WILLIE ROWE, JANIE H	102 WOODGATE DR	GARNER NC 27529-2738
ADAMS, JOHNNY	300 PLAZA DR	GARNER NC 27529-2730
SANDERS, LOUISE PEEBLES, GWENDOLYN	200 PLAZA DR	GARNER NC 27529-2728
AMH 2015-2 BORROWER LLC	30601 AGOURA RD STE 200	AGOURA HILLS CA 91301-2148
NORWOOD, LAVAR D HARRIS, SHARHONDA D	732 HAY RIVER ST	GARNER NC 27529-6220
ROMEO, GASPER D ROMEO, NANCY A	208 CRICKET HOLLOW RUN	CLAYTON NC 27520-5909
CRAWFORD, STORMY CANNADY	707 WEXFORD DR APT H	RALEIGH NC 27603-6616
MCKNIGHT, CHARLOTTE ROGERS, DWIGHT	105 SOUTHWOOD CIR	GARNER NC 27529-2735
TORRES, ALEJANDRO LEON	102 HUNTING CT	GARNER NC 27529-2724
WILLIAMS, SHALONDA S WILLIAMS, ALONZA JR	203 PLAZA DR	GARNER NC 27529-2727
LUCAS, OTIS JR LUCAS, PEGGY B	302 PLAZA DR	GARNER NC 27529-2730
HICKS, FREDRICK L HICKS, JO ANN S	101 GATEWOOD DR	GARNER NC 27529-2713
JENKINS, JAVORD L JENKINS, LASONYA	733 HAY RIVER ST	GARNER NC 27529-6219
ROGERS, SYLVIA P	100 HUNTING CT	GARNER NC 27529-2724
HUNTERS MARK ASSOCIATES LLC	PO BOX 31568	RALEIGH NC 27622-1568
WRIGHT, ROBERT M SR	104 WOODGATE DR	GARNER NC 27529-2738
PENSCO TRUST COMPANY LLC CUSTODIAN INNA DENG IRA	PO BOX 173859	DENVER CO 80217-3859
PANOCENO, MARIBEL MOLINA	104 HUNTING CT	GARNER NC 27529-2724
HUDSON, WILL A HUDSON, BETTY L	5325 EDINGTON LN	RALEIGH NC 27604-5939
WALKER, PATRICIA A WALKER, DANNY L	155 RED LAKE ST	GARNER NC 27529-6217
GREEN, SYLVIA J	100 PLAZA DR	GARNER NC 27529-2726
EDWARDS, TOMMY L EDWARDS, SHIRLEY B	402 PLAZA DR	GARNER NC 27529-2732
ALTO ASSET COMPANY 2 LLC	5001 PLAZA ON THE LK STE 200	AUSTIN TX 78746-1053
EAO LLC	5909 FALLS OF NEUSE RD STE 200	RALEIGH NC 27609-4000
JETTER, GLENDA B	114 E CAMDEN FOREST DR	CARY NC 27518-9044
WAHL, BRIAN	716 HAY RIVER ST	GARNER NC 27529-6220
ELLIS, BARBARA B	102 PLAZA DR	GARNER NC 27529-2726
STRICKLAND, CHARLES C STRICKLAND, DORIS E	104 PLAZA DR	GARNER NC 27529-2726
EVERY, DELWYN L	207 PLAZA DR	GARNER NC 27529-2727
SMITH, CLARK GABLE HEIRS	143 JENMAR DR	FUQUAY VARINA NC 27526-7082
DEES, ANDREA NOEL	106 PLAZA DR	GARNER NC 27529-2726
GLENN, CALVIN R GLENN, GWENDOLYN F	800 HAY RIVER ST	GARNER NC 27529-6223
SHANNON M SCOTT LIVING TRUST EMILY R SCOTT LIVING TRUST	796 HAY RIVER ST	GARNER NC 27529-6220
BRYANT, JESSICA T	700 HAY RIVER ST	GARNER NC 27529-6220
TAYLOR, MESHELLE A	780 HAY RIVER ST	GARNER NC 27529-6220
PULLEY, DIANE PULLEY, COREY D	3113 WAINWRIGHT CT	RALEIGH NC 27604-1637
VANDEMORTEL, MARK A VANDEMORTEL, SHARON L	1420 CREECH RD	GARNER NC 27529-2706
LIPSCOMB, MARY I	100 WOODGATE DR	GARNER NC 27529-2738
JIMMERSON, NATLYNN D	201 PLAZA DR	GARNER NC 27529-2727
DOGGETT ASSOCIATES LLC (SEE 9325-1298 FOR CONVERSION)	1904 CHASE CT	RALEIGH NC 27607-3173
ABROM, TONY G ABROM, JOFFE D	164 PASADENA RD	GARNER NC 27529-6221
SHIELDS, BARBARA C BUNCH, CONNIE CHAVIS	101 HUNTING CT	GARNER NC 27529-2723
ROGERS, TONISHIA DENISE	783 HAY RIVER ST	GARNER NC 27529-6219
GARNER TOWN OF	PO BOX 446	GARNER NC 27529-0446
GILL, MARY T GILL, MICHAEL	406 PLAZA DR	GARNER NC 27529-2732
STEWART, CEDRIC STEWART, TIFFANY	410 PLAZA DR	GARNER NC 27529-2732
GREGORY POOLE EQUIPMENT CO INC	4807 BERYL RD	RALEIGH NC 27606-1406
GREEN, WILBUR VERTUS III	165 PASADENA RD	GARNER NC 27529-6222
GSD INVESTMENTS LLC	6329 STATE ROAD 54	NEW PORT RICHEY FL 34653-6037
HABITAT FOR HUMANITY OF WAKE COUNTY INC	2420 N RALEIGH BLVD	RALEIGH NC 27604-2235
DAHER, ALMA LINDSEY DAHER, WALEED K	157 PASADENA RD	GARNER NC 27529-6222
GAINES, JOSEPH J GAINES, MERNILLA J	316 W MILLBROOK RD STE 113	RALEIGH NC 27609-4482
PROGRESS RALEIGH LLC	PO BOX 4090	SCOTTSDALE AZ 85261-4090
RALEIGH CITY OF	PO BOX 590	RALEIGH NC 27602-0590
5000 THARRINGTON ROAD LLC	1401 SUNDAY DR STE 113	RALEIGH NC 27607-5173
BAKER, ROSA L HEIRS	105 PLAZA DR	GARNER NC 27529-2725
CURRIE, RUTHANNE	502 PLAZA DR	GARNER NC 27529-2734
WRAY, LAWRENCE E RIDLEY, MICHAEL P HEIRS	917 WILLOW RUN SOUTH DR	RALEIGH NC 27615-5250
MORGAN, DA'META	708 HAY RIVER ST	GARNER NC 27529-6220
JORDAN, H EUGENE JORDAN, GWENDOLYN S	3004 ALLENBY DR	RALEIGH NC 27604-5802
CTR PROPERTIES LLC	3301 INTEGRITY DR	GARNER NC 27529-7201
BUOL, JOAN E	1408 CREECH RD	GARNER NC 27529-2706
MONROE, ROBERT E TRUSTEE	3225 BLUE RIDGE RD STE 117	RALEIGH NC 27612-8060
COOLEY, MARY L	503 PLAZA DR	GARNER NC 27529-2733
BOULWARE, EDNA JEWEL	505 PLAZA DR	GARNER NC 27529-2733
LEACH, BENITA	310 PLAZA DR	GARNER NC 27529-2730
HINNANT, CHALMERS P JR	3705 CHANCELLORSVILLE CT	RALEIGH NC 27610-6379
BEALE, JASON M BEALE, KENYATTA K	788 HAY RIVER ST	GARNER NC 27529-6220
WILLIAMS, LATASHA L	779 HAY RIVER ST	GARNER NC 27529-6219
STEPHENS, LIZZIE M STEPHENS, BRENDA S	103 HUNTING CT	GARNER NC 27529-2723
YAP, CHO SING	8608 LAKEWOOD DR	RALEIGH NC 27613-1112
SHIPLEY, ROBERT G JR SHIPLEY, VIRGINIA H	4113 HUCKLEBERRY DR	RALEIGH NC 27612-3619
MILNE, BRIGNER C	1304 CREECH RD	GARNER NC 27529-2704
HINSON, JAMES T HINSON, JO ANN	1104 CREECH RD	GARNER NC 27529-2922
MCCARTHY, MIKE	1803 EVERGREEN AVE	RALEIGH NC 27603-3007
HEATH, BETTY M	2712 SIMPKINS RD	RALEIGH NC 27603-4438
BUTLER, VERNELL BUTLER, ANNIE B	149 FOLK RD	BLYTHEWOOD SC 29016-9031
BLACKMAN, SONYA R	1204 CREECH RD	GARNER NC 27529-2702
FYE, CYNDRAN ANN TORRES, CELSO ESTRADA	225 FERN FOREST DR	RALEIGH NC 27603-9724
CREECH ROAD APARTMENTS LLC	8811 WESTGATE PARK DR	RALEIGH NC 27617-4774
CREECH, SANDI J	903 CREECH RD	GARNER NC 27529-2917
SELLERS, ARCHIE C SELLERS, NANCY W	1300 CREECH RD	GARNER NC 27529-2704

Project:	Wilmington Townes	Meeting Date:	December 28, 2021
Facilitator:	Charles Walker, EPG	Place/Room:	Garner Sr. Center /Multipurpose Rm

[illegible]



This is an artist rendering and subject to change



WILMINGTON
PLACE

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

ORDINANCE NO. (2024) 5288

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

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

WHEREAS, the Town Council finds that with a strong level of growth framework consistency and with a split to modest level of land use and community character consistency along with a not insignificant introduction of a new type of housing to the Garner market, this request to rezone 39.54 +/- acres from Single-Family Residential (R-9) and Multi-Residential (MR-1) to Multifamily 1 (MF-1 C236) Conditional for the construction of up to 55 zero-lot-line single-family detached homes and 61 townhouses is generally consistent with the Town's adopted land use plans; and

WHEREAS, the Town Council also finds this request to be consistent with Garner's *2010/18 Transportation Plan and Parks, Recreation, Greenways and Cultural Resources Master Plan*; and

WHEREAS, the Town Council further finds the request is reasonable and in the public interest because the proposed district is compatible with present zoning and conforming uses on nearby property and with the character of the neighborhood, and the available sewer, water, transportation infrastructure, stormwater facilities and other necessary infrastructure are suitable and adequate for the proposed uses.

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

Section 1. That the Official Zoning Map of the Town of Garner and Extraterritorial Jurisdiction be amended by changing the zoning classification of the property described below from its present zoning to that requested by Site Investments, LLC in Zoning Map Amendment Application No. CZ-SB-20-109.

Section 2. That there is hereby created a new conditional zoning district, to be known as the Multifamily A (MF-A C236) Conditional District; all of the regulations that apply to property within the MF-A C236 district shall be applicable subject to the following conditions:

The applicant has proposed the following permitted uses and conditions:

1. Proposed Permitted Use Table

Use Category	Specific Use	MF-1 C236
Household Living*	Single-Family Detached	P
	Residential Cluster	P
	Townhouse	P

** Any form of group living protected by state or federal statutes shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.*

- All townhouses shall be a minimum of 1500 square feet. All single-family homes will be a minimum of 1750 square feet.
- All townhouses shall have at least a one-car garage and a driveway with a minimum length of 22 feet measured outside the public right of way.
- All single-family homes shall have a minimum of parking for two cars and shall be accessed from the rear alley. Parking pads and 1- or 2-car garages are all options.
- Vinyl siding will not be permitted on any unit style; however, vinyl windows, decorative elements, and trim are permitted. Front color variations between adjacent units shall be utilized.
- Each proposed home shall include at least two of the following siding types on the front façade: (a) board and batten; (b) horizontal lap siding; (c) shake siding (d) stone/masonry accent. Garage doors for all homes shall have carriage door hardware and windows and will also be finished with a minimum 24-inch stone/masonry water table.
- A covered front porch, a minimum of 20 square feet, shall be provided as a part of all homes.
- An outdoor deck or patio of a minimum of 90 square feet is required on all homes.
- The side elevations of townhome end units shall feature at least two glazed elements.
- Single-family homes shall have a minimum of one glazed element per habitable floor for each side elevation.

11. Shutters and/or window trim shall be provided on the front and side facades of all homes with right-of-way frontage.
12. All homes shall have a minimum of 12" eaves/roof overhang on the front façade with a minimum of 12" eaves/roof overhang on all sides assuming they can penetrate the building setbacks.
13. On townhomes, the roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at minimum, every third unit within one townhome building group.
14. To provide visual diversity, no more than two continuous townhome units shall be allowed within the same setback. The variation shall be at least 18 inches.
15. The same front façade, excluding the water table, may not be allowed on two adjoining lots or units. Color changes will not count toward this requirement.
16. The Overall Maximum density shall be no greater than 3.25 units per acre.
17. The Project will have both townhomes and single-family homes. The minimum percentage of single-family lots will be at least 40%.
18. The public greenway will be completed before the last plat is recorded.
19. There will be three grassy areas for lawn play and three 10-foot X 10-foot minimum size pergolas with one pergola on each grassy lawn area. Each pergola will have at least one bench or internal bench seating.
20. The total provided open space for the project will be at least 10 acres.
21. There will be two private walkways connected to the greenway other than by streetside sidewalk.
22. There will be a bus top easement on the newly constructed Creech Rd.
23. The Northernmost play area will be connected by a walkway from the cul-de-sac bubble to the overflow parking at the new street connection with Gatewood.
24. Each Play area grassy lawn will be at least 1000 SF.
25. One of the three play areas will have at least one piece of play equipment and or exercise equipment. Which location has not yet been determined.

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

Owner(s)	Tract No.	Existing Zoning	New Zoning
O Creech Road Investments, LLC	1712900580, 1722001533	Residential 4 (R4)	Multifamily A (MF-A C236) Conditional

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

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

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

Section 7. This ordinance shall become effective upon adoption.

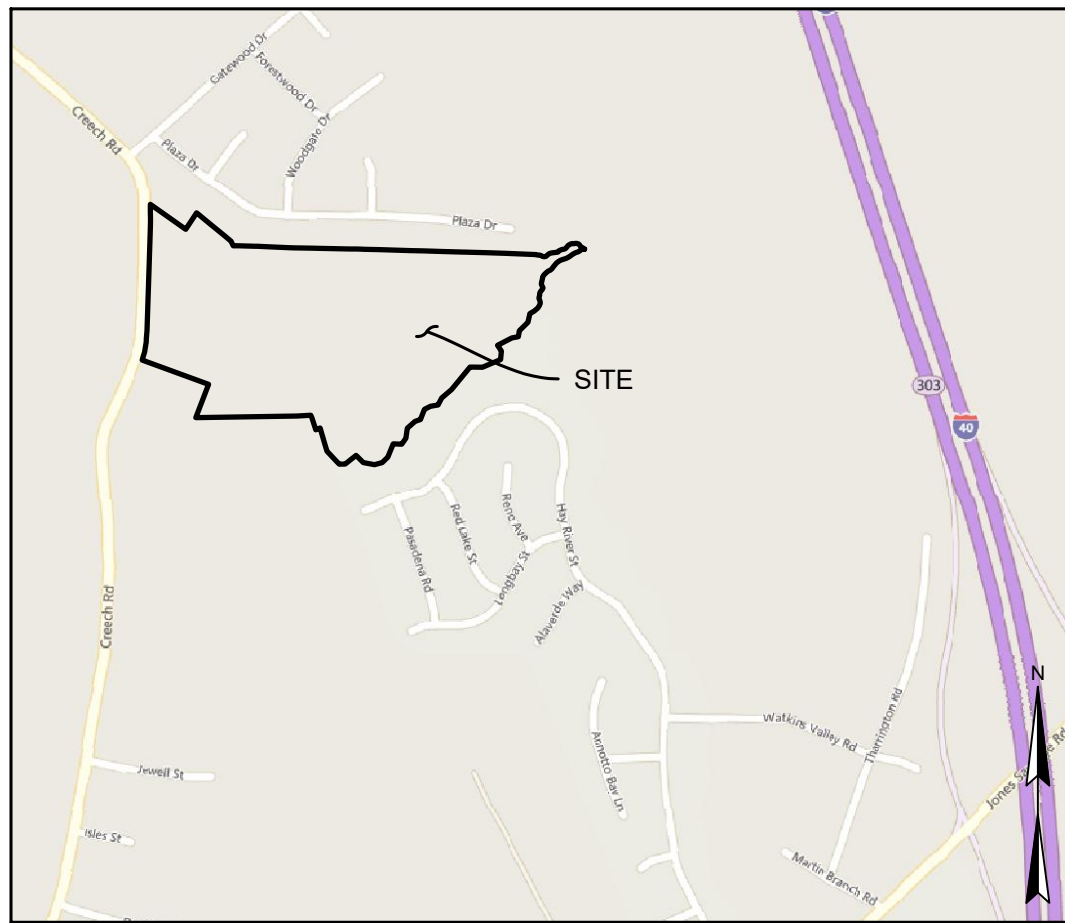
Duly adopted this 6th day of August 2024.

Buddy Gupton, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

APPROVED AS TO FORM:

Terri A. Jones, Town Attorney



VICINITY MAP
1" = 1,000'

PROPOSED INFRASTRUCTURE INSPECTION TABLE			
UTILITY	INSPECTION BY:	DIAMETER / MATERIAL	QUANTITY
ROADWAY	GARNER ENGINEERING DEPARTMENT	48"-WIDE ROAD SECTIONS (B-B)	1,876 LF
ROADWAY	GARNER ENGINEERING DEPARTMENT	28"-WIDE ROAD SECTIONS (B-B)	2,326 LF
SIDEWALK	GARNER ENGINEERING DEPARTMENT	5'-WIDE SIDEWALK	7,122 LF
CURB & GUTTER	GARNER ENGINEERING DEPARTMENT	30"	7,187 LF
STORM WATER	GARNER ENGINEERING DEPARTMENT	STORMWATER CONTROL MEASURES (SCM _s)	3 EA
WATER	CITY OF RALEIGH PUBLIC UTILITIES	12"Ø CL350 DUCTILE IRON	373 LF
WATER	CITY OF RALEIGH PUBLIC UTILITIES	8"Ø CL350 DUCTILE IRON	2,973 LF
WATER	CITY OF RALEIGH PUBLIC UTILITIES	6"Ø CL350 DUCTILE IRON	411 LF
SANITARY SEWER	CITY OF RALEIGH PUBLIC UTILITIES	8"Ø SDR35 PVC	4,408 LF
WATER	CITY OF RALEIGH PUBLIC UTILITIES	WATER STUBS/TIES	4 EA
WATER	CITY OF RALEIGH PUBLIC UTILITIES	NUMBER OF WATER METERS (DOMESTIC)	116 EA
WATER	CITY OF RALEIGH PUBLIC UTILITIES	NUMBER OF WATER METERS (IRRIGATION)	0 EA
SEWER	CITY OF RALEIGH PUBLIC UTILITIES	NUMBER OF SEWER SERVICES	116 EA

WILMINGTON PLACE

CUP-SP-20-09 CZ-SB-20-09

CREECH ROAD
GARNER, NORTH CAROLINA
PINS: 1712-90-0580 & 1722-00-1533

DEVELOPER:

SITE INVESTMENTS, LLC
CONTACT: DEBBIE NEWMAN
933 OLD KNIGHT RD
KNIGHTDALE, NC 27545
919.710.0669
DEBBIE.NEWMAN@JVMGMT.NET

ENGINEER OF RECORD:

FLM ENGINEERING, INC
CONTACT: JON FRAZIER, PE
PO BOX 91727
RALEIGH, NC 27675
919.610.1051
JFRAZIER@FLMENGINEERING.COM

PROPOSED ZONING CONDITIONS

- PERMITTED USE TABLE:

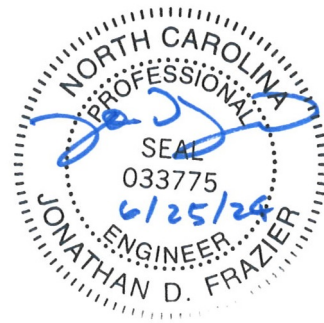
USE CATEGORY	SPECIFIC USE	MF-1 C260
RESIDENTIAL USE**	SINGLE-FAMILY DETACHED	P
	RESIDENTIAL CLUSTER	P
	TOWNHOUSE	P

**ANY FORM OF GROUP LIVING PROTECTED BY STATE OR FEDERAL STATUTE FOR USE IN SINGLE-FAMILY DWELLINGS SHALL BE PERMITTED ACCORDING TO THE SPECIFIC USE STANDARDS OF THE GARNER UNIFIED DEVELOPMENT ORDINANCE.
- ALL TOWNHOUSES SHALL BE A MINIMUM OF 1500 SQUARE FEET. ALL SINGLE-FAMILY HOMES WILL BE A MINIMUM OF 1750 SQUARE FEET.
- ALL TOWNHOUSES SHALL HAVE AT LEAST A ONE-CAR GARAGE AND A DRIVEWAY WITH A MINIMUM LENGTH OF 22 FEET MEASURED OUTSIDE THE PUBLIC RIGHT OF WAY.
- ALL SINGLE-FAMILY HOMES SHALL HAVE A MINIMUM OF PARKING FOR TWO CARS AND SHALL BE ACCESSED FROM THE REAR ALLEY. PARKING PADS AND 1- OR 2-CAR GARAGES ARE OPTIONAL.
- VINYL SIDING WILL NOT BE PERMITTED ON ANY UNIT STYLE; HOWEVER, VINYL WINDOWS, DECORATIVE ELEMENTS, AND TRIM ARE PERMITTED. FRONT COLOR VARIATIONS BETWEEN ADJACENT UNITS SHALL BE UTILIZED.
- EACH PROPOSED HOME SHALL INCLUDE AT LEAST TWO OF THE FOLLOWING SIDING TYPES ON THE FRONT FAÇADE: (A) BOARD AND BATTEN; (B) HORIZONTAL LAP SIDING; (C) SHAKE SIDING (D) STONE/MASONRY ACCENT. GARAGE DOORS FOR ALL HOMES SHALL HAVE CARRIAGE DOOR HARDWARE AND WINDOWS AND WILL ALSO BE FINISHED WITH A MINIMUM 24-INCH STONE/MASONRY WATER TABLE.
- A COVERED FRONT PORCH, A MINIMUM OF 20 SQUARE FEET, SHALL BE PROVIDED AS A PART OF ALL HOMES.
- AN OUTDOOR DECK OR PATIO A MINIMUM OF 90 SQUARE FEET IS REQUIRED ON ALL HOMES.
- THE SIDE ELEVATIONS OF TOWNHOME END UNITS SHALL FEATURE AT LEAST TWO GLAZED ELEMENTS.
- SINGLE-FAMILY HOMES SHALL HAVE A MINIMUM OF ONE GLAZED ELEMENT PER HABITABLE FLOOR FOR EACH SIDE ELEVATION.
- SHUTTERS AND/OR WINDOW TRIM SHALL BE PROVIDED ON THE FRONT AND SIDE FAÇADES OF ALL HOMES WITH RIGHT-OF-WAY FRONTAGE.
- ALL HOMES SHALL HAVE A MINIMUM OF 12" EAVES/ROOF OVERHANG ON THE FRONT FAÇADE WITH A MINIMUM OF 12" EAVES/ROOF OVERHANG ON ALL SIDES ASSUMING THEY CAN PENETRATE THE BUILDING SETBACKS.
- ON TOWNHOMES, THE ROOF LINE CANNOT BE A SINGLE MASS; IT MUST BE BROKEN UP EITHER HORIZONTALLY AND/OR VERTICALLY BETWEEN, AT MINIMUM, EVERY THIRD UNIT WITHIN ONE TOWNHOME BUILDING GROUP.
- TO PROVIDE VISUAL DIVERSITY, NO MORE THAN TWO CONTINUOUS TOWNHOME UNITS SHALL BE ALLOWED WITHIN THE SAME SETBACK. THE VARIATION SHALL BE AT LEAST 18 INCHES.
- THE SAME FRONT FAÇADE, EXCLUDING THE WATER TABLE, MAY NOT BE ALLOWED ON TWO ADJOINING LOTS OR UNITS. COLOR CHANGES WILL NOT COUNT TOWARD THIS REQUIREMENT.
- THE OVERALL MAXIMUM DENSITY SHALL BE NO GREATER THAN 3.25 UNITS PER ACRE.
- THE PROJECT WILL HAVE BOTH TOWNHOMES AND SINGLE-FAMILY HOMES. THE MINIMUM PERCENTAGE OF SINGLE-FAMILY LOTS WILL BE AT LEAST 40%.
- THE PUBLIC GREENWAY WILL BE COMPLETED BEFORE THE LAST PLAT IS RECORDED.
- THERE WILL BE THREE GRASSY AREAS FOR LAWN PLAY AND THREE 10 FEET X 10 FEET MINIMUM SIZE PERGOLAS WITH ONE PERGOLA ON EACH GRASSY LAWN AREA.
- THE TOTAL PROVIDED OPEN SPACE FOR THE PROJECT WILL BE AT LEAST 10 ACRES.

SHEET	TITLE
C-1	COVER
C-2	EXISTING CONDITIONS
C-3	OVERALL SITE PLAN
C-4	WEST SIDE SITE PLAN
C-5	EAST SIDE SITE PLAN
C-6	OVERALL UTILITY PLAN
C-7	WEST SIDE UTILITY PLAN
C-8	EAST SIDE UTILITY PLAN
C-9	OVERALL GRADING & DRAINAGE PLAN
C-10	WEST SIDE GRADING & DRAINAGE PLAN
C-11	EAST SIDE GRADING & DRAINAGE PLAN
C-12	OVERALL LANDSCAPING PLAN
C-13	WEST SIDE LANDSCAPING PLAN
C-14	EAST SIDE LANDSCAPING PLAN
C-15	WEST SIDE LIGHTING PLAN
C-16	EAST SIDE LIGHTING PLAN
C-17	PHASING PLAN



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222



REVISION HISTORY			
REV #	DESCRIPTION	DATE	BY
1	TOWN OF GARNER COMMENTS	3/17/2021	FLM
2	TOWN OF GARNER COMMENTS	7/6/2021	FLM
3	TOWN OF GARNER COMMENTS	9/30/2021	FLM
4	TOWN OF GARNER COMMENTS	12/6/2021	FLM
5	TOWN OF GARNER COMMENTS	3/24/2022	FLM
6	CHANGED UNITS ON WEST SIDE TO SINGLE-FAMILY	11/25/2022	FLM
7	TOWN OF GARNER COMMENTS	3/22/2023	FLM
8	TOWN OF GARNER COMMENTS	6/27/2023	FLM
9	TOWN OF GARNER COMMENTS	11/7/2023	FLM
10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH
ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS
SHEET, ADJUST YOUR SCALE
ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

COVER

C-1

SHEET 1 OF 17

NOTES

1. PARCEL LINES SHOWN ARE WAKE COUNTY GIS PARCEL DATA.
2. CONTOURS SHOWN ARE WAKE COUNTY GIS TOPOGRAPHIC DATA.
3. WETLANDS AND STREAMS SHOWN DELINEATED BY SOIL & ENVIRONMENTAL CONSULTANTS, PA (S&EC). JURISDICTIONAL DETERMINATION PENDING.
4. THERE ARE FLOOD PRONE AREAS PRESENT PER FEMA FIRM PANELS 3720171200J AND 3720172200J, EFFECTIVE MAY 2, 2006.
5. THE UTILITIES SHOWN ARE NOT GUARANTEED TO BE A REPRESENTATION OF ALL UTILITIES WITHIN THE PROJECT EXTENT.

SOIL TYPES

ChA - CHEWACLA AND WEHADKEE SOILS, 0 TO 2 PERCENT SLOPES, FREQUENTLY FLOODED

RgB - RAWLINGS-RION COMPLEX, 2 TO 6 PERCENT SLOPES

RgD - RAWLINGS-RION COMPLEX, 10 TO 15 PERCENT SLOPES

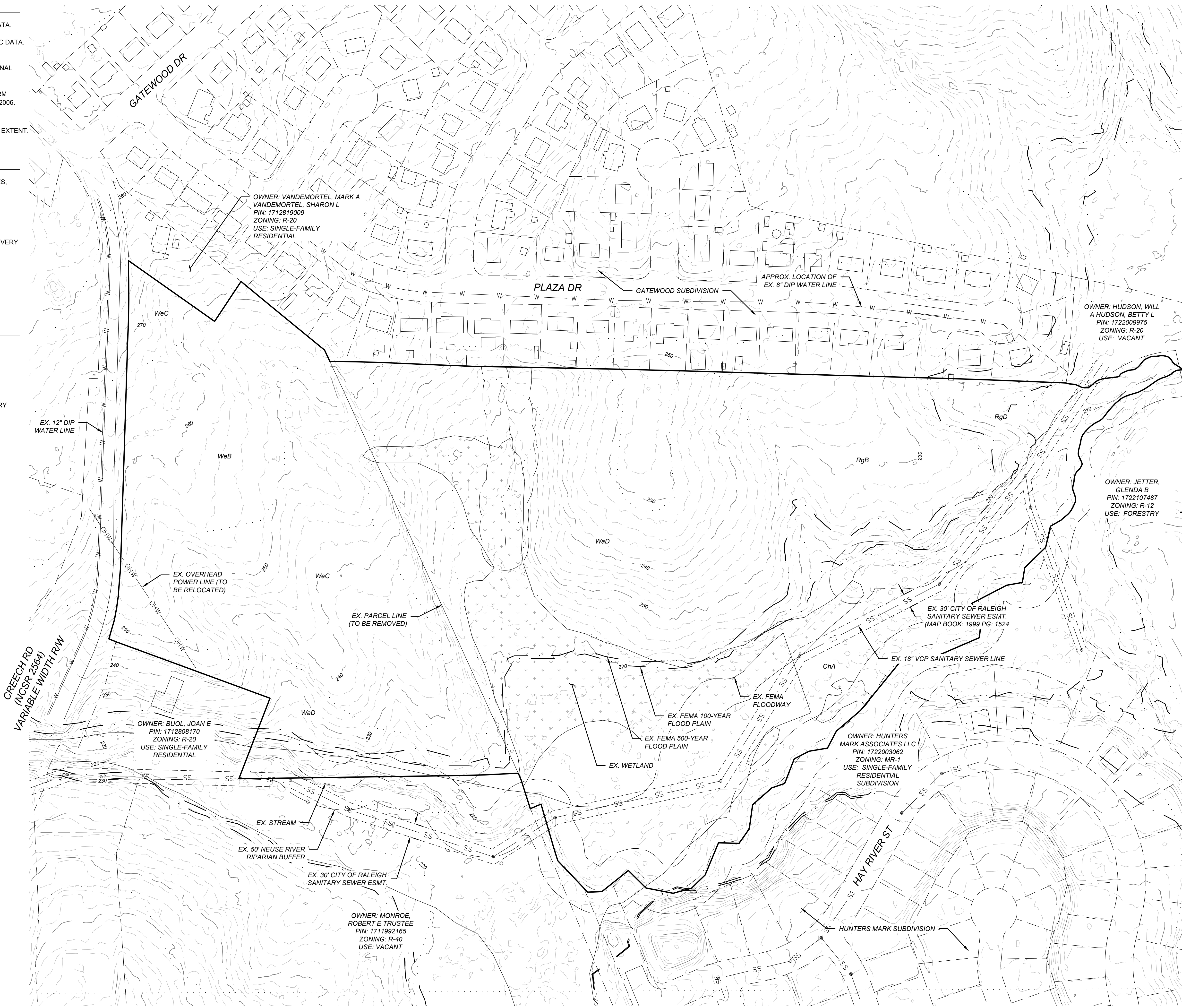
WaD - WAKE-ROLESVILLE COMPLEX, 10 TO 15 PERCENT SLOPES, VERY ROCKY

WeB - WEDOWEE SANDY LOAM, 2 TO 6 PERCENT SLOPES

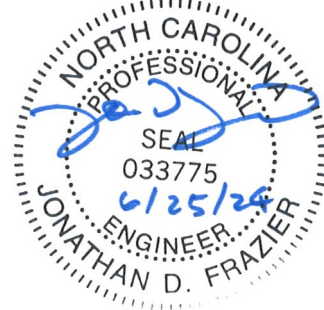
WeC - WEDOWEE SANDY LOAM, 6 TO 10 PERCENT SLOPES

LEGEND

- EX. PROPERTY LINE
- EX. RIGHT-OF-WAY
- EX. SUBDIVISION LINE
- EX. ADJACENT OWNERS
- EX. EASEMENT
- EX. FEMA FLOODPLAIN BOUNDARY
- EX. CHANNEL/STREAM
- EX. CHANNEL/STREAM BUFFER
- EX. OVERHEAD ELECTRIC LINE
- EX. WATER LINE
- EX. SANITARY SEWER
- EX. MAJOR CONTOUR (10')
- EX. MINOR CONTOUR (2')
- EX. SOIL LINE



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222



REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWN OF GARNER COMMENTS	3/17/2021	FLM
2	TOWN OF GARNER COMMENTS	7/6/2021	FLM
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10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION

100 50 0 100
SCALE: 1 INCH = 100 FEET



SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

EXISTING CONDITIONS

C-2

SHEET 2 OF 17

SUMMARY INFORMATION

DEVELOPMENT NAME: WILMINGTON PLACE

STREET ADDRESS: 0 CREECH RD, GARNER, NC

PIN NUMBERS: 1712-90-0580 AND 1722-00-1533

TOTAL AREA: 39.54 AC

EXISTING USE: VACANT

PROPOSED USE: SUBDIVISION

JURISDICTION: TOWN OF GARNER

CURRENT ZONING DISTRICTS: R-9 AND MR-1

PROPOSED ZONING DISTRICT: MF-1

PROPOSED UNITS: 116

TOWNHOME SUMMARY:

NUMBER OF TOWNHOME UNITS: 61

REQUIRED TOWNHOUSE MIN. LOT WIDTH: 18'

REQUIRED TOWNHOUSE MIN. LOT FRONTAGE ON PUBLIC STREET: 18'

SETBACKS:

FRONT: 25' (WITH FRONT ACCESS GARAGES)

REAR: 25'

SIDE: 15'

PARKING CALCULATIONS:

REQUIRED PARKING: 2 SPACES FOR EACH UNIT PLUS 1 ADDITIONAL SPACE FOR EVERY 4 UNITS = 61 X 2 + 61 / 4 = 137.25 SPACES (122 ON-LOT AND 15.25 OFF-STREET)

MAIL KIOSK REQUIRED PARKING: 2 FOR FIRST 20 UNITS + 1 PER 20 AFTER THE FIRST 20 = 3.05 SPACES

PROVIDED PARKING: 26 2-CAR GARAGES X 2 + 35 1-CAR GARAGES X 1 + 26 2-CAR DRIVEWAYS X 2 + 35 1-CAR DRIVEWAYS + 20 OFF-STREET SPACES = 194 SPACES (174 ON-LOT AND 20 OFF-STREET)

SINGLE-FAMILY DETACHED SUMMARY:

NUMBER OF SINGLE-FAMILY DETACHED UNITS: 55

PROPOSED MIN. LOT WIDTH: 32'

SETBACKS (PER MF-1 CLUSTER DEVELOPMENT):

FRONT: 20' MIN. (WITH REAR ACCESS GARAGES)

REAR: 10' MIN.

SIDE: 0' AND 10' MIN. (ZERO LOT LINE OPTION PER UDO 6.4)

PARKING CALCULATIONS:

REQUIRED PARKING: 2 SPACES FOR EACH UNIT PLUS 1 ADDITIONAL SPACE FOR EVERY 4 UNITS = 55 X 2 + 55 / 4 = 123.75 SPACES (110 ON-LOT AND 13.75 OFF-STREET)

MAIL KIOSK REQUIRED PARKING: 2 FOR FIRST 20 UNITS + 1 PER 20 AFTER THE FIRST 20 = 3.75 SPACES

PROVIDED PARKING: 55 2-CAR GARAGES OR 2-CAR DRIVEWAYS X 2 + 23 OFF-STREET SPACES = 133 SPACES (110 ON-LOT AND 23 OFF-STREET)

REQUIRED OPEN SPACE: 3.95 AC (10%)

PROVIDED OPEN SPACE: 16.3 AC (41%)

PROPOSED DISTURBED AREA: 27.15 AC

LEGEND

EX. PROPERTY LINE

EX. RIGHT-OF-WAY

EX. SUBDIVISION LINE

EX. ADJACENT OWNERS

EX. EASEMENT

EX. FEMA FLOODPLAIN BOUNDARY

EX. CHANNEL/STREAM

EX. CHANNEL/STREAM BUFFER

EX. OVERHEAD ELECTRIC LINE

EX. WATER LINE

EX. SANITARY SEWER

PROP. RIGHT-OF-WAY

PROP. LOT LINES

PROP. BUFFER

PROP. EASEMENT

PROP. SCM PERIMETER FENCE

OHW

W

SS

NOTES

CONTACT THE TOWN OF GARNER ENGINEERING DEPARTMENT AT ENG-INSPECTIONS@GARNERNC.GOV TO SCHEDULE A PRECONSTRUCTION MEETING PRIOR TO OBTAINING BUILDING PERMITS FOR THIS PLAN.

PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW AND APPROVAL.

ALL RETAINING WALLS OVER 3' IN HEIGHT MUST HAVE A SAFETY RAIL. SEE THE DETAIL ON SHEET C-3.

ALL RETAINING WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE A SEPARATE BUILDING PERMIT.

TREE PROTECTION FENCE AND SILT FENCE CANNOT SHARE THE SAME POLE.

THE SINGLE-FAMILY DETACHED HOME LAYOUTS SHOWN ARE OPTIONS. THE USE OF ANY OR ALL OF THE COMBINATIONS ARE BEING CONSIDERED.

WILMINGTON ROAD BRIDGE FEE-IN-LIEU OF \$1.65M SHALL BE PAID AT FINAL PLAT.

TO ACCOMMODATE TRASH BINS WITHIN GARAGES, SINGLE-CAR GARAGES SHALL BE A MINIMUM OF 12'W X 20'D OR 10'W X 22'D; DOUBLE-CAR GARAGES SHALL BE A MINIMUM OF 22'W X 20'D OR 20'W X 22'D; OR A 2' X 4' BUMP OUT SHALL BE PROVIDED WITHIN THE GARAGE.

ALL GRASSED PLAY AREAS SHALL BE A MINIMUM OF 1,000 SF.

BENCH SEATING WILL BE PROVIDED AT EACH PERGOLA.

AT LEAST ONE GRASSED PLAY AREA WILL HAVE PLAY EQUIPMENT.

LOT SUMMARY	
LOT NO.	AREA (SQ. FT)
1	4487
2	4483
3	4480
4	7016
5	4738
6	4738
7	4738
8	4738
9	4738
10	4899
11	4738
12	4738
13	4738
14	4738
15	4738
16	4738

17	4738
18	4738
19	4738
20	4738
21	4687
22	5117
23	4480
24	6395
25	6007
26	4480
27	4480
28	4480
29	4480
30	4480
31	4480
32	4480
33	4480
34	4480

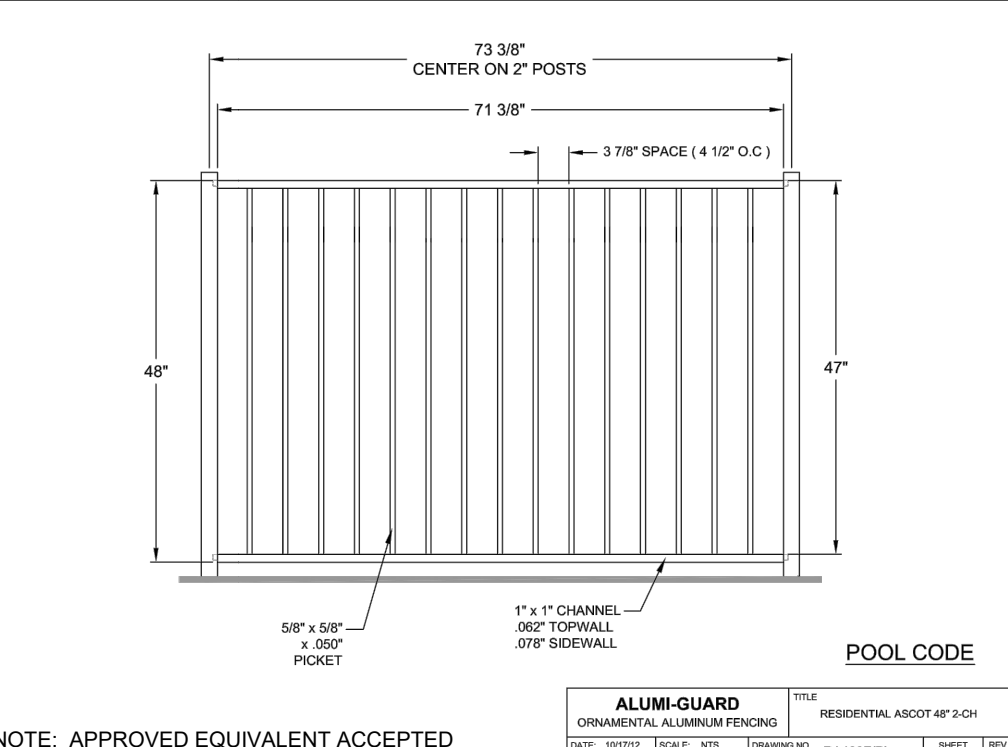
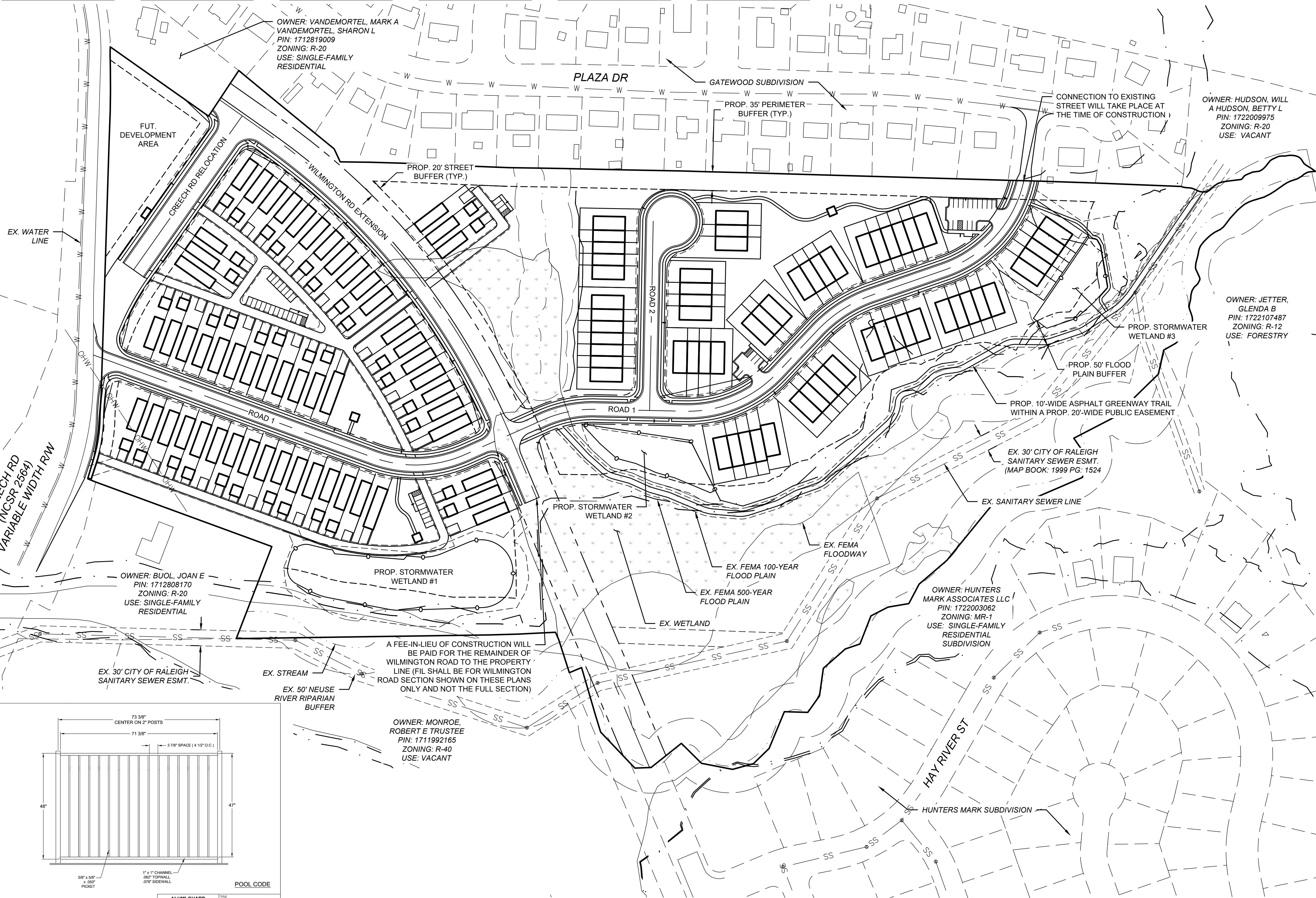
35	4480
36	4367
37	6624
38	4480
39	4480
40	4480
41	4480
42	4480
43	4480
44	4480
45	4480
46	4480
47	4480
48	4480
49	4480
50	4468
51	4390
52	4286

53	5330
54	4480
55	7863
56	4611
57	2501
58	2574
59	2690
60	5198
61	4544
62	2420
63	2420
64	2420
65	4510
66	4554
67	2417
68	2420
69	2420
70	4510

71	4510
72	2421
73	2443
74	2507
75	4904
76	4864
77	2527
78	2497
79	2508
80	4843
81	4505
82	2420
83	2420
84	2420
85	2420
86	4510
87	4604
88	2420

89	2433
90	4699
91	4513
92	2421
93	4513
94	4830
95	2773
96	2827
97	5150
98	4510
99	2420
100	2420
101	4486
102	5604
103	2472
104	4657
105	4541
106	2420

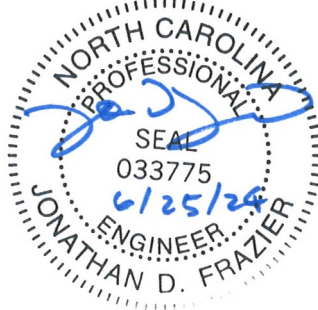
107	2420
108	2420
109	4510
110	4510
111	2420
112	2420
113	2420
114	2420
115	2420
116	4486



EXAMPLE MAIL KIOSK DETAIL
NOT TO SCALE



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222



REVISION HISTORY			
REV #	DESCRIPTION	DATE	BY
1	TOWN OF GARNER COMMENTS	3/17/2021	FLM
2	TOWN OF GARNER COMMENTS	7/6/2021	FLM
3	TOWN OF GARNER COMMENTS	9/30/2021	FLM
4	TOWN OF GARNER COMMENTS	12/6/2021	FLM
5	TOWN OF GARNER COMMENTS	3/24/2022	FLM
6	CHANGED UNITS ON WEST SIDE TO SINGLE-FAMILY	11/25/2022	FLM
7	TOWN OF GARNER COMMENTS	3/22/2023	FLM
8	TOWN OF GARNER COMMENTS	6/27/2023	FLM
9	TOWN OF GARNER COMMENTS	11/7/2023	FLM
10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

100 50 0 100
SCALE: 1 INCH = 100 FEET

SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS SHEET, ADJUST YOUR SCALE ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

OVERALL SITE PLAN

C-3

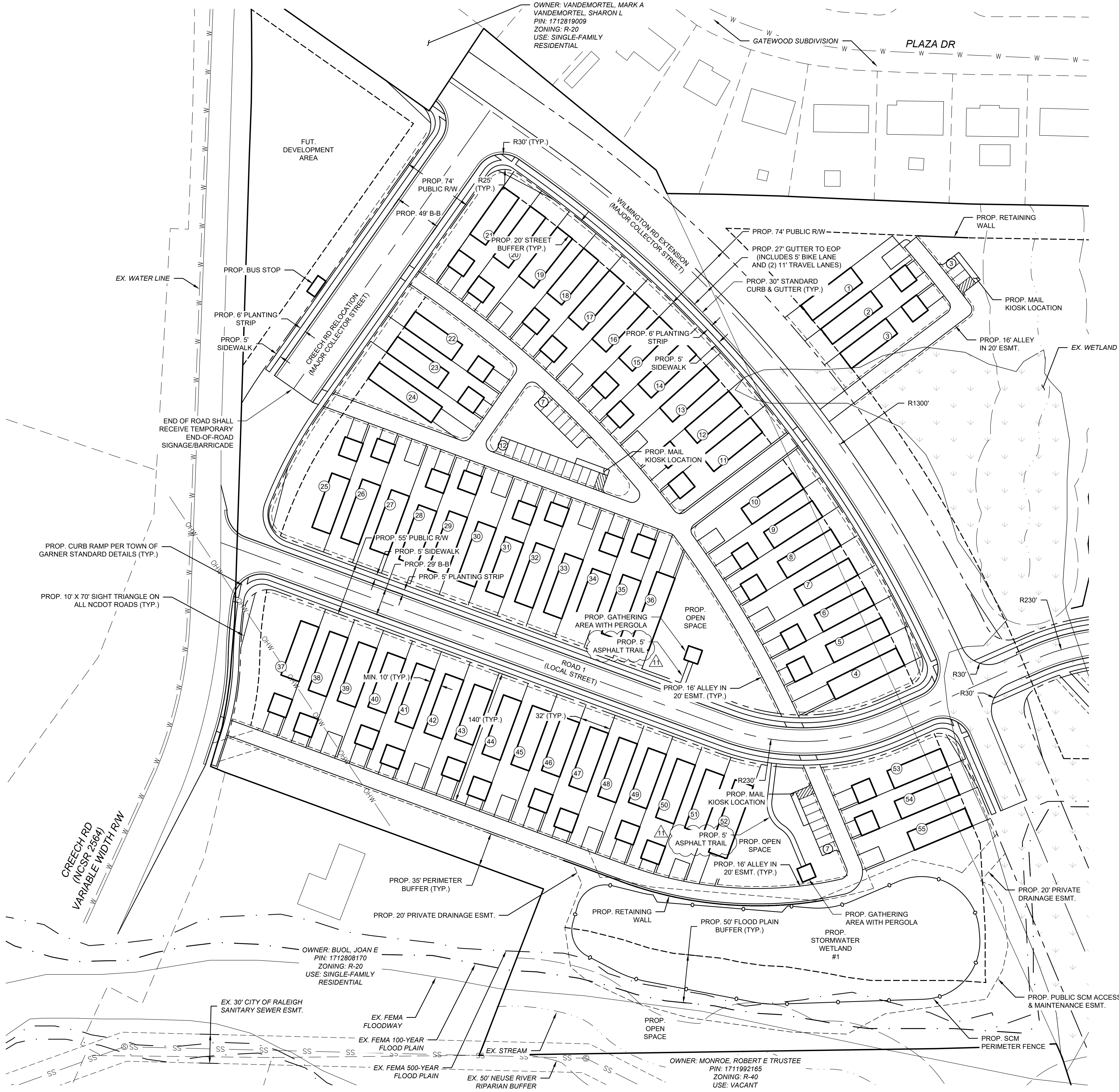
SHEET 3 OF 17

LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. SUBDIVISION LINE
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FEMA FLOODPLAIN BOUNDARY
	EX. CHANNEL/STREAM
	EX. CHANNEL/STREAM BUFFER
	EX. OVERHEAD ELECTRIC LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	PROP. RIGHT-OF-WAY
	PROP. LOT LINES
	PROP. BUFFER
	PROP. EASEMENT
	PROP. SCM PERIMETER FENCE

NOTES

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- ALL RETAINING WALLS OVER 3' IN HEIGHT MUST HAVE A SAFETY RAIL. SEE THE DETAIL ON SHEET C-3.
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- ALL GRASSED PLAY AREAS SHALL BE A MINIMUM OF 1,000 SF.
- BENCH SEATING WILL BE PROVIDED AT EACH PERGOLA.
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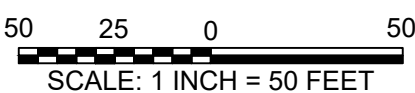
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PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

WEST SIDE SITE PLAN

C-4

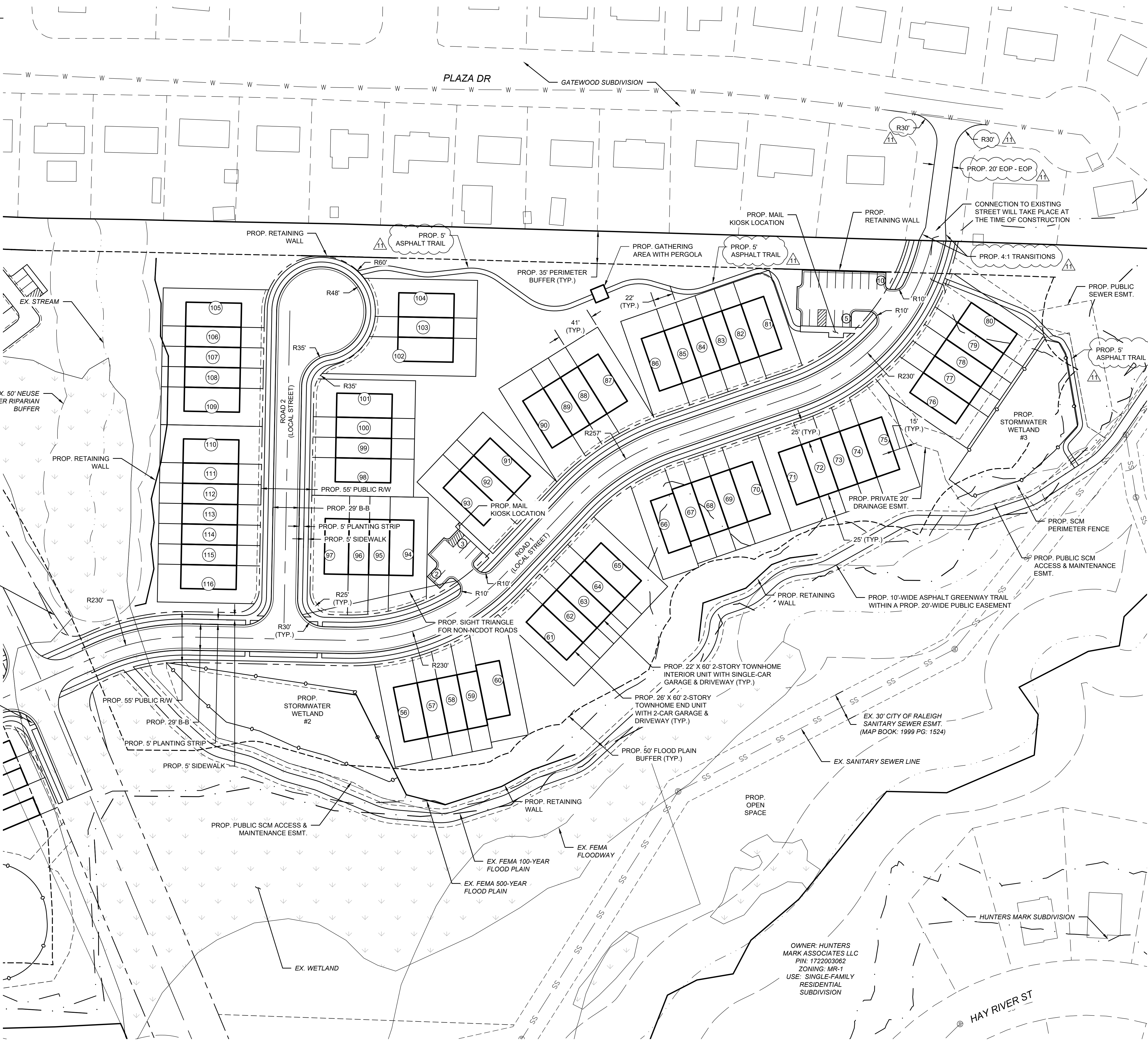
SHEET 4 OF 17

LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. SUBDIVISION LINE
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FEMA FLOODPLAIN BOUNDARY
	EX. CHANNEL/STREAM
	EX. CHANNEL/STREAM BUFFER
	OHW OHW
	EX. OVERHEAD ELECTRIC LINE
	EX. WATER LINE
	SS SS
	EX. SANITARY SEWER
	PROP. RIGHT-OF-WAY
	PROP. LOT LINES
	PROP. BUFFER
	PROP. EASEMENT
	PROP. SCM PERIMETER FENCE

NOTES

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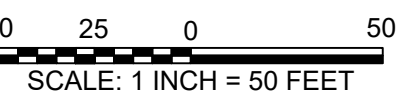


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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION



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0 1"
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PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

EAST SIDE SITE PLAN

C-5

SHEET 5 OF 17

LEGEND

- EX. PROPERTY LINE
EX. RIGHT-OF-WAY
EX. SUBDIVISION LINE
EX. ADJACENT OWNERS
EX. EASEMENT
EX. FEMA FLOODPLAIN BOUNDARY
EX. CHANNEL/STREAM
EX. CHANNEL/STREAM BUFFER
OHW OHW
W W
SS SS
EX. OVERHEAD ELECTRIC LINE
EX. WATER LINE
EX. SANITARY SEWER
EX. WETLANDS
PROP. PARCEL BOUNDARY
PROP. RIGHT-OF-WAY
PROP. LOT LINES
PROP. BUFFER
PROP. CHAINLINK FENCE
PROP. WATER LINE
PROP. SANITARY SEWER
PROP. STORM SEWER
PROP. EASEMENT

NOTES

- ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH STANDARDS AND SPECIFICATIONS.
- CONSTRUCTION APPROVAL THROUGH THE CITY OF RALEIGH IS REQUIRED FOR WATER AND SANITARY SEWER MAIN EXTENSIONS.
- ANY EXISTING WELL AND SEPTIC SYSTEMS SHALL BE ABANDONED PRIOR TO CONSTRUCTION ACCORDING TO WAKE COUNTY STANDARDS.
- ALL PROPOSED WATER MAINS ARE TO BE 12" OR SMALLER. ALL PROPOSED SANITARY SEWER MAINS ARE TO BE 8". WATER AND SANITARY SEWER MAIN SIZES MAY VARY FROM THOSE LISTED PENDING FINAL DESIGN.
- ON-SITE SANITARY SEWER EASEMENTS SHALL BE DEDICATED AS NECESSARY SO THAT THE COMBINATION OF RIGHT-OF-WAY AND AND EASEMENT EQUALS 15' ON EACH SIDE OF THE SANITARY SEWER MAIN.
- SANITARY SEWER EASEMENTS MUST BE RECORDED PRIOR TO CONSTRUCTION APPROVAL.

CITY OF RALEIGH STANDARD UTILITY NOTES (AS APPLICABLE)

- ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)
- UTILITY SEPARATION REQUIREMENTS:
A) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL, OR 50' FROM A PUBLIC WELL.
B) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
C) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS
D) 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES. UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER
E) MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS. MAINTAIN 18" MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6" MIN. CLEARANCE (PER CORPUD DETAILS W-41 & S-49)
F) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION REQUIRED
- ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION
- DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY
- CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24 HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT
- 3.0' MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCEMAINS. 4.0' MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS
- IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDONING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE
- INSTALL 1/2" COPPER" WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. NOTE: IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE
- INSTALL 4" PVC" SEWER SERVICES @ 1.0% MINIMUM GRADE WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED EVERY 75 LINEAR FEET MAXIMUM
- PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAM MANHOLE
- ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDOT, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION
- NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION
- GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE CORPUD FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT STEPHEN CALVERLEY AT (919) 996-2334 OR STEPHEN.CALVERLEY@RALEIGHNC.GOV FOR MORE INFORMATION
- CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX-B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA. THESE GUIDELINES ARE THE MINIMUM REQUIREMENTS. THE DEVICES SHALL MEET AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS OR BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS-CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. A CERTIFICATE OF COMPLIANCE SHALL ALSO BE OBTAINED FOR EACH DEVICE PRIOR TO ISSUANCE OF A BUILDING PERMIT. CONTACT JOANIE HARTLEY AT (919) 996-5923 OR JOANIE.HARTLEY@RALEIGHNC.GOV FOR MORE INFORMATION

OWNER: VANDEMORTEL, MARK A
VANDEMORTEL, SHARON L
PIN: 1712819009
ZONING: R-20
USE: SINGLE-FAMILY
RESIDENTIAL

OWNER: HUDSON, WILL
A HUDSON, BETTY L
PIN: 1722009975
ZONING: R-20
USE: VACANT

OWNER: JETTER,
GLENDA B
PIN: 1722107487
ZONING: R-12
USE: FORESTRY

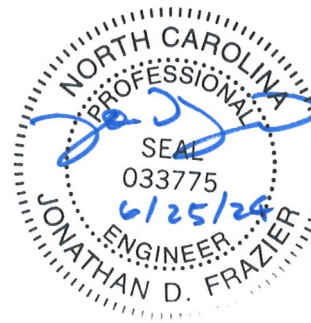
OWNER: BUOL, JOAN E
PIN: 1712808170
ZONING: R-20
USE: SINGLE-FAMILY
RESIDENTIAL

OWNER: HUNTERS
MARK ASSOCIATES LLC
PIN: 1722003062
ZONING: MR-1
USE: SINGLE-FAMILY
RESIDENTIAL
SUBDIVISION

OWNER: MONROE,
ROBERT E TRUSTEE
PIN: 1711992165
ZONING: R-40
USE: VACANT



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PRELIMINARY
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DO NOT USE FOR CONSTRUCTION

100 50 0 100
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ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

OVERALL UTILITY PLAN

C-6

SHEET 6 OF 17

LEGEND

- EX. PROPERTY LINE
EX. RIGHT-OF-WAY
EX. SUBDIVISION LINE
EX. ADJACENT OWNERS
EX. EASEMENT
EX. FEMA FLOODPLAIN BOUNDARY
EX. CHANNEL/STREAM
EX. CHANNEL/STREAM BUFFER
OHW OHW
W W
SS SS
EX. OVERHEAD ELECTRIC LINE
EX. WATER LINE
EX. SANITARY SEWER

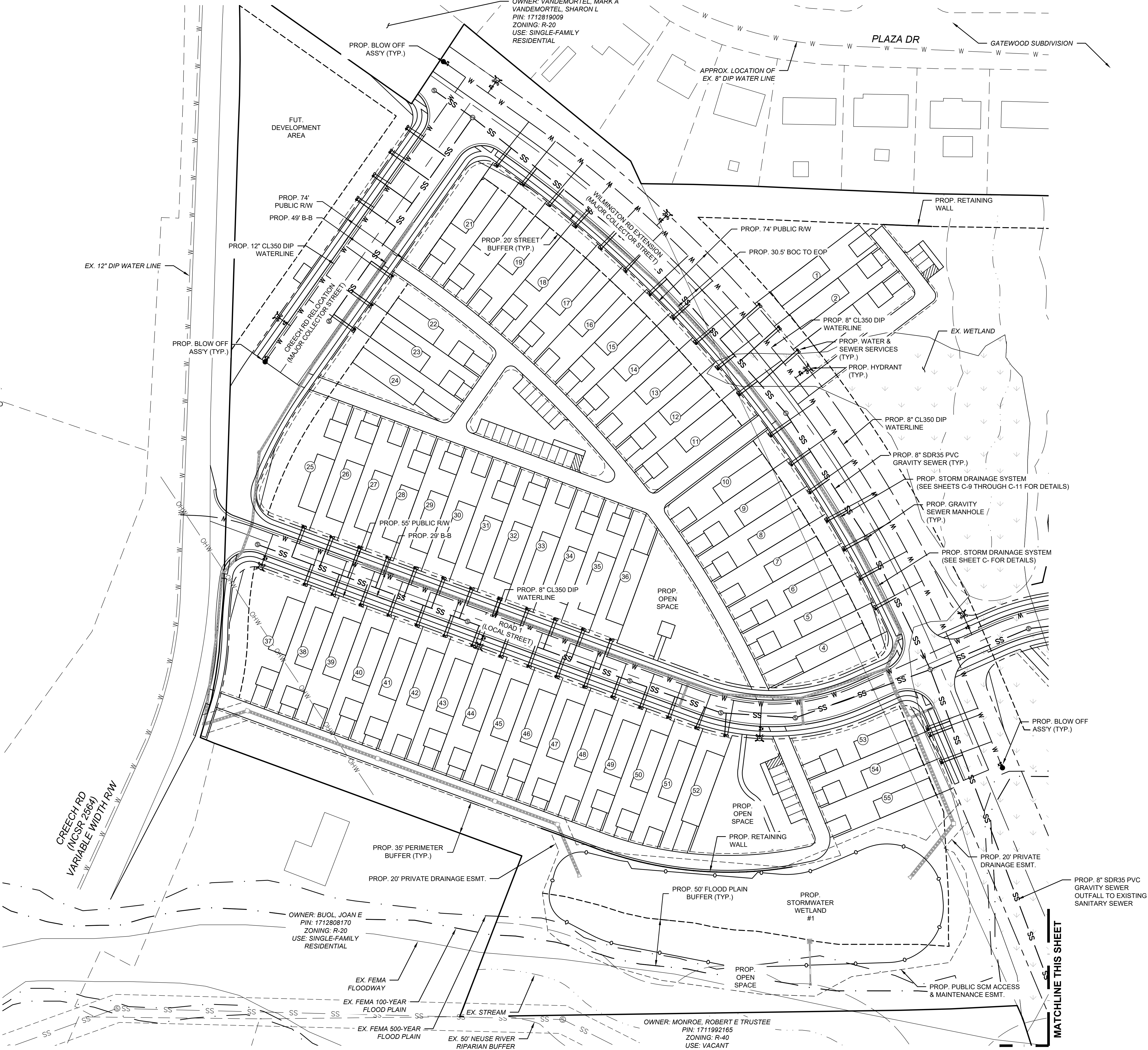
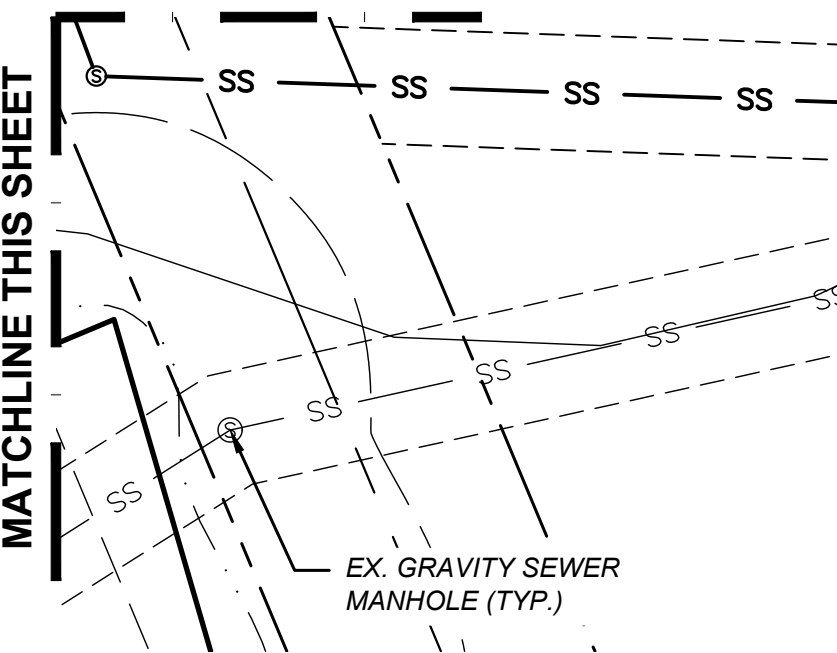
EX. WETLANDS

- PROP. PARCEL BOUNDARY
PROP. RIGHT-OF-WAY
PROP. LOT LINES
PROP. BUFFER
PROP. CHAINLINK FENCE
PROP. WATER LINE
PROP. SANITARY SEWER
PROP. STORM SEWER
PROP. EASEMENT

NOTES

- ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH STANDARDS AND SPECIFICATIONS.
- CONSTRUCTION APPROVAL THROUGH THE CITY OF RALEIGH IS REQUIRED FOR WATER AND SANITARY SEWER MAIN EXTENSIONS.
- ANY EXISTING WELL AND SEPTIC SYSTEMS SHALL BE ABANDONED PRIOR TO CONSTRUCTION ACCORDING TO WAKE COUNTY STANDARDS.
- ALL PROPOSED WATER MAINS ARE TO BE 12" OR SMALLER. ALL PROPOSED SANITARY SEWER MAINS ARE TO BE 8". WATER AND SANITARY SEWER MAIN SIZES MAY VARY FROM THOSE LISTED PENDING FINAL DESIGN.
- ON-SITE SANITARY SEWER EASEMENTS SHALL BE DEDICATED AS NECESSARY SO THAT THE COMBINATION OF RIGHT-OF-WAY AND AND EASEMENT EQUALS 15' ON EACH SIDE OF THE SANITARY SEWER MAIN.
- SANITARY SEWER EASEMENTS MUST BE RECORDED PRIOR TO CONSTRUCTION APPROVAL.

MATCHLINE THIS SHEET



POST OFFICE BOX 91727
RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222



REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWN OF GARNER COMMENTS	3/17/2021	FLM
2	TOWN OF GARNER COMMENTS	7/6/2021	FLM
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9	TOWN OF GARNER COMMENTS	11/7/2023	FLM
10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

50 25 0 50
SCALE: 1 INCH = 50 FEET



SCALE ADJUSTMENT
THIS BAR IS 1 INCH IN LENGTH
ON ORIGINAL DRAWING
0 1"
IF IT IS NOT 1 INCH ON THIS
SHEET, ADJUST YOUR SCALE
ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

WEST SIDE UTILITY PLAN

C-7

SHEET 7 OF 17

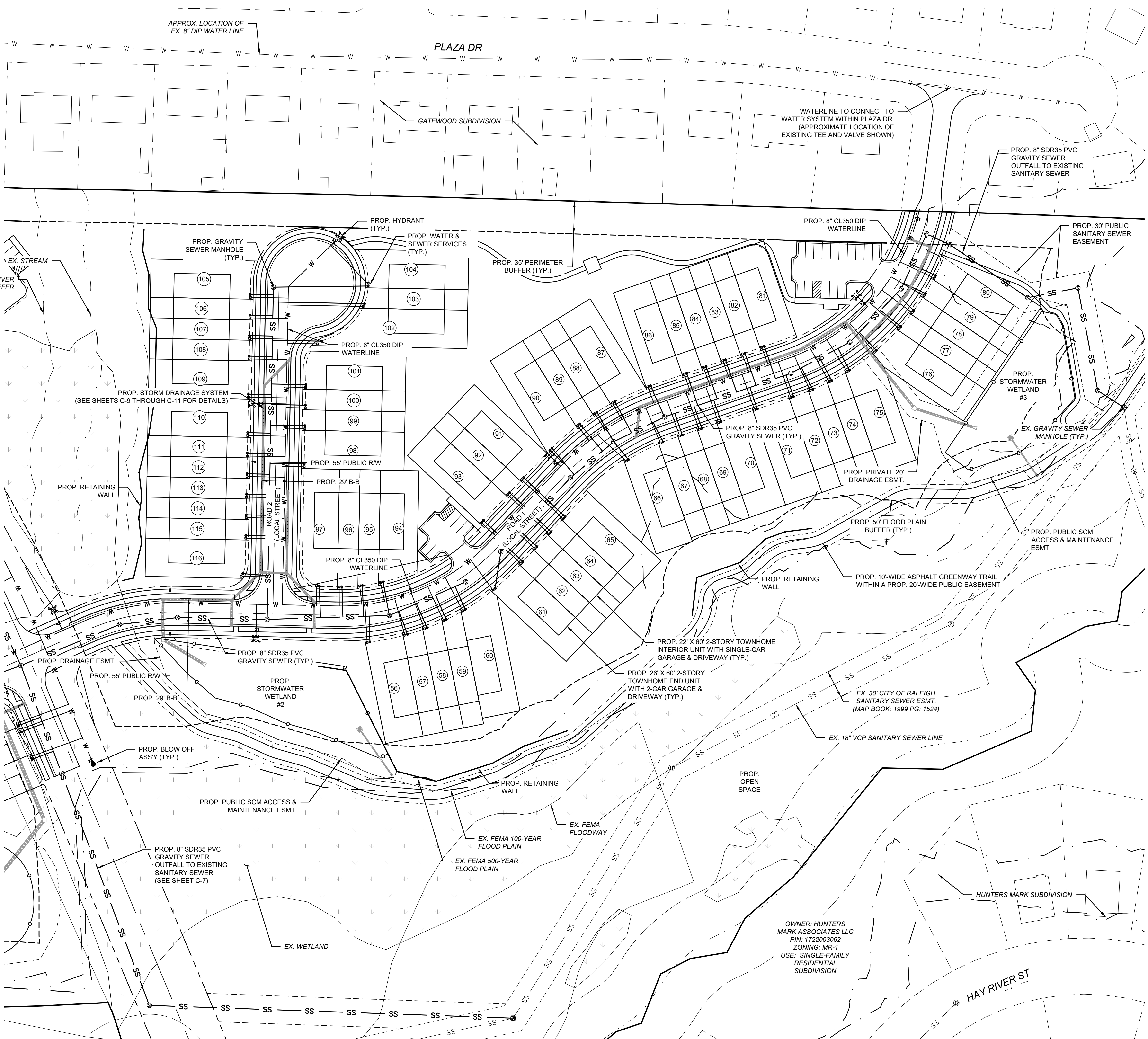
LEGEND

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EX. RIGHT-OF-WAY
EX. SUBDIVISION LINE
EX. ADJACENT OWNERS
EX. EASEMENT
EX. FEMA FLOODPLAIN BOUNDARY
EX. CHANNEL/STREAM
EX. CHANNEL/STREAM BUFFER
OHW OHW
EX. OVERHEAD ELECTRIC LINE
W W
EX. WATER LINE
SS SS
EX. SANITARY SEWER

- EX. WETLANDS
PROP. PARCEL BOUNDARY
PROP. RIGHT-OF-WAY
PROP. LOT LINES
PROP. BUFFER
PROP. CHAINLINK FENCE
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PRELIMINARY
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PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
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APPROVED BY:	
PROJECT NO.:	20060

EAST SIDE UTILITY PLAN

C-8

SHEET 8 OF 17

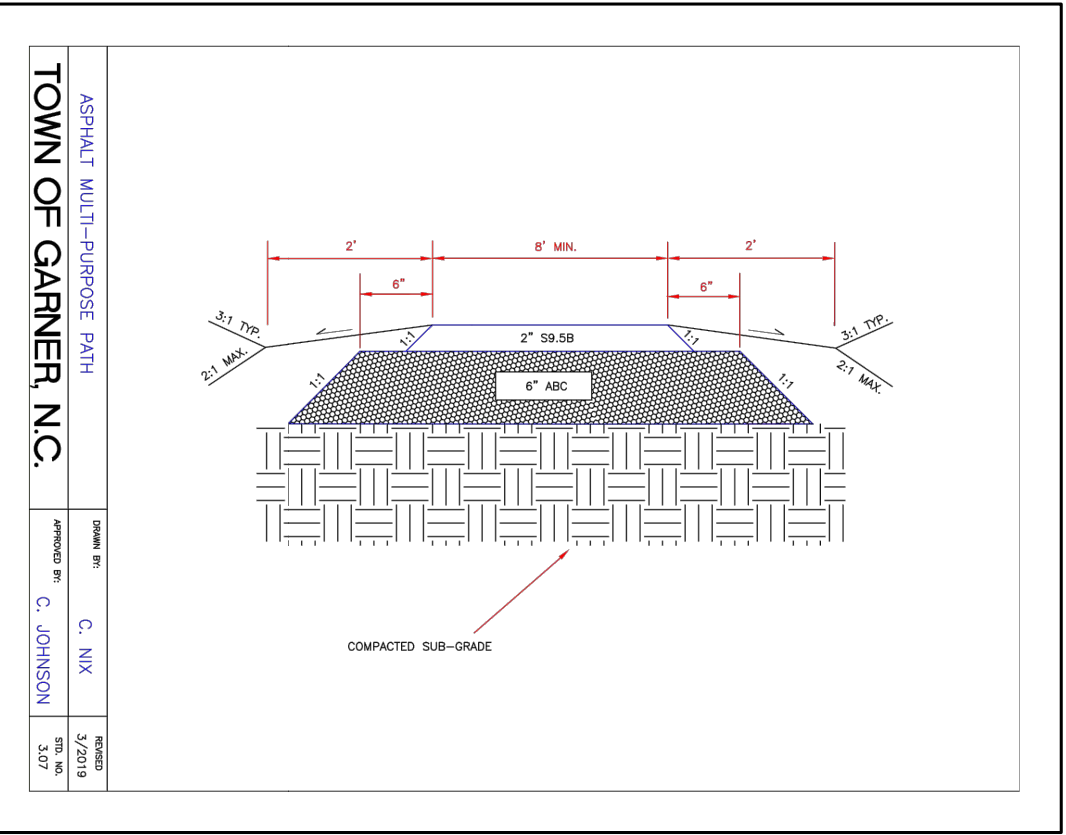
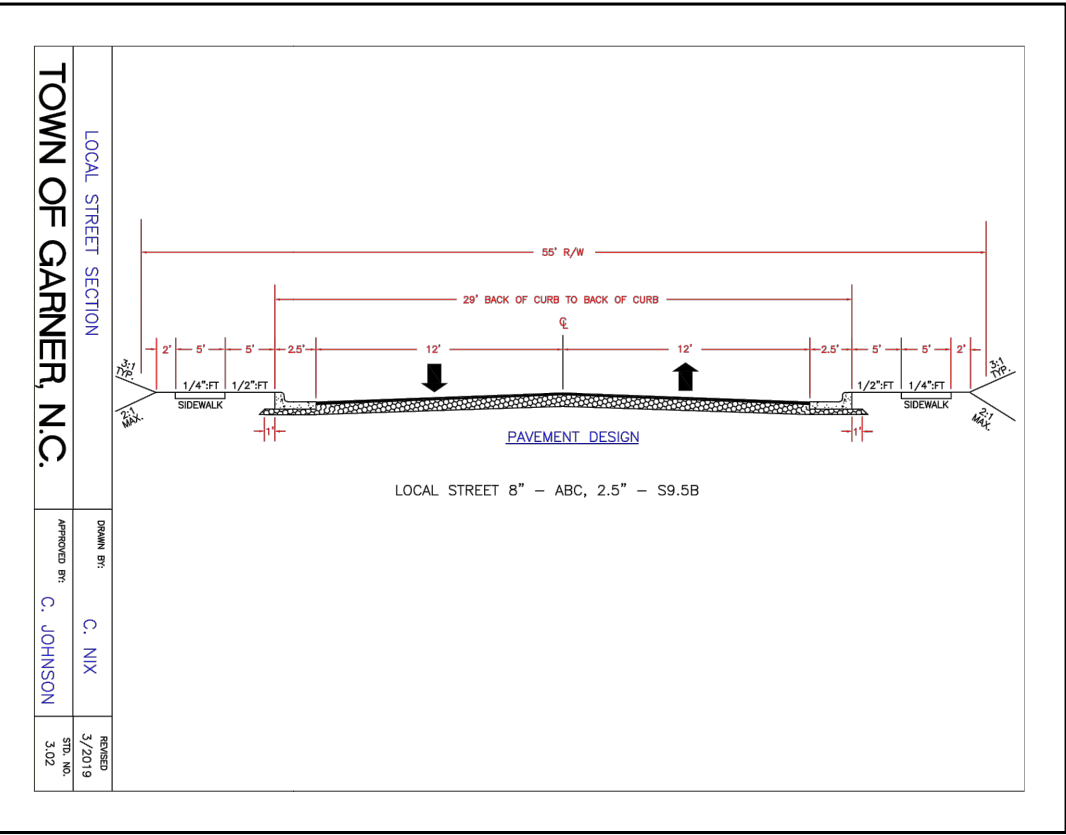
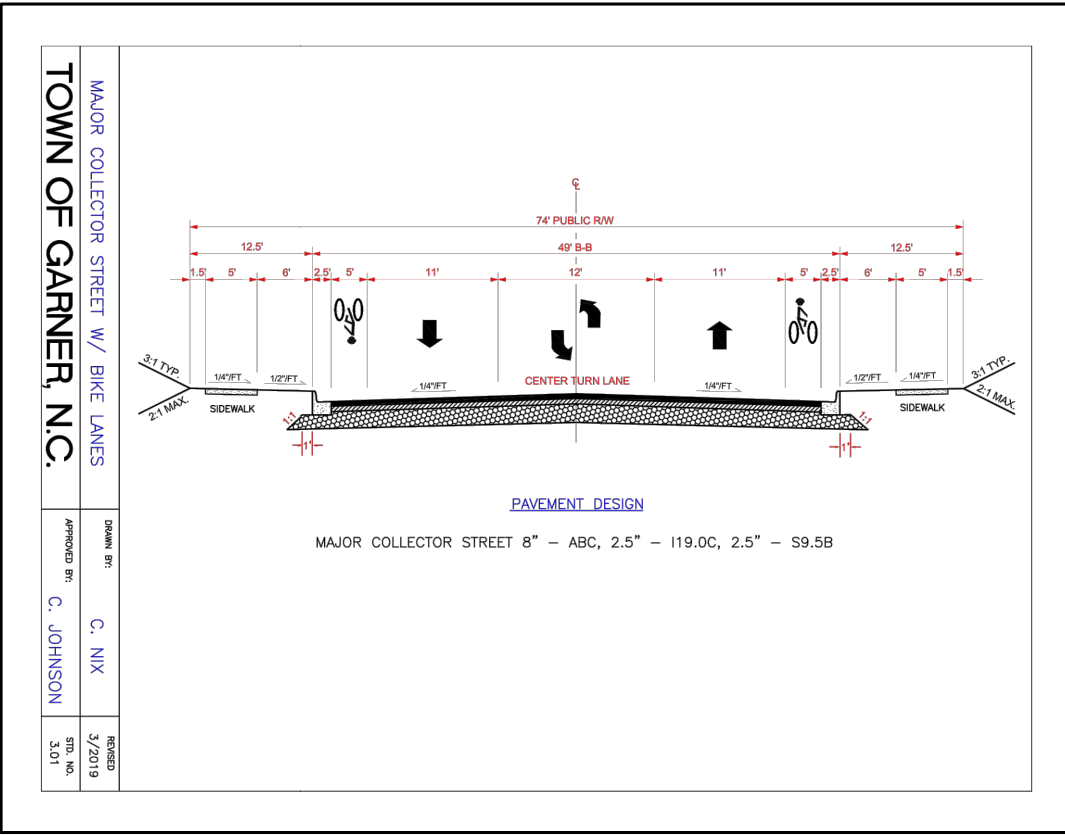
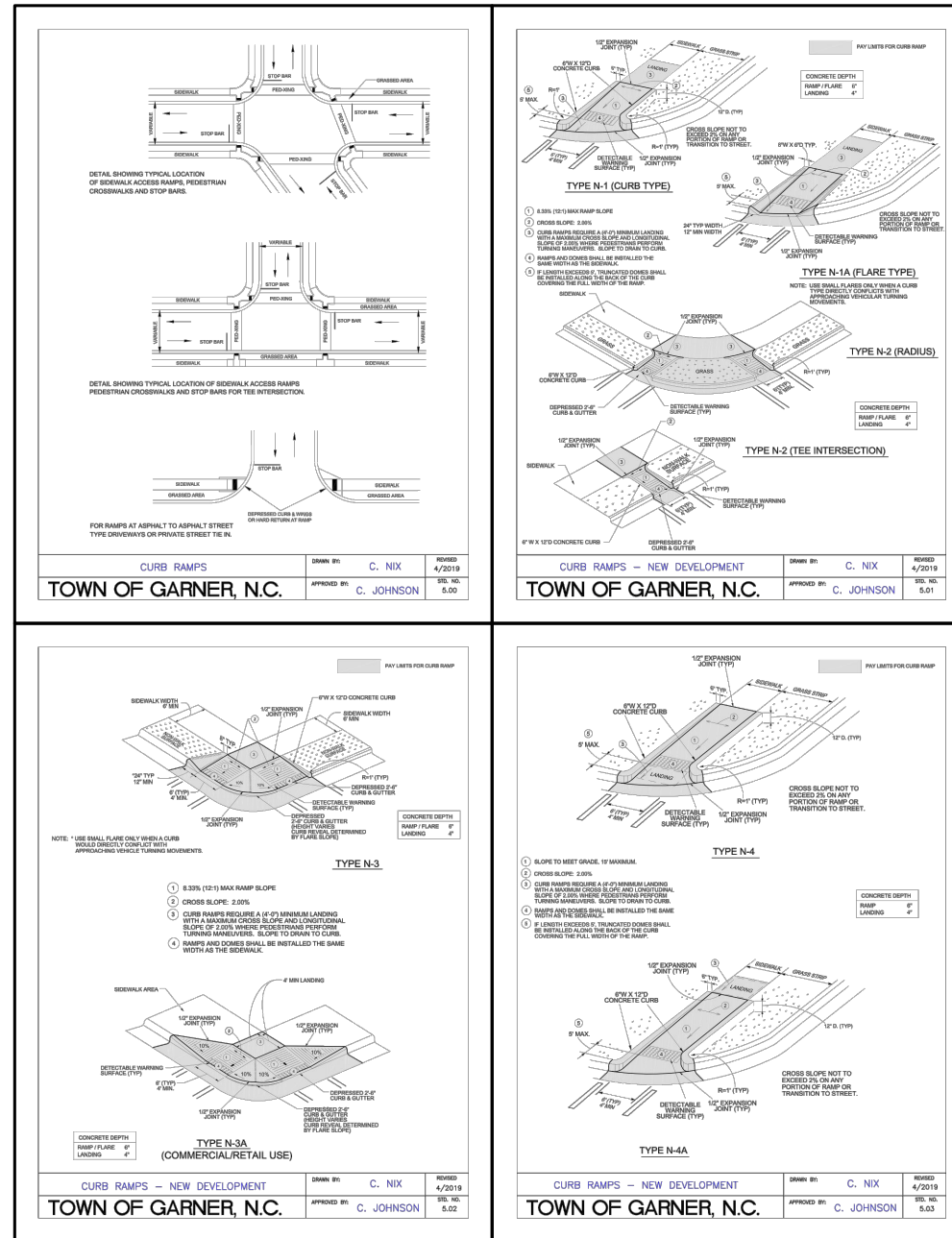
LEGEND

- EX. PROPERTY LINE
EX. RIGHT-OF-WAY
EX. SUBDIVISION LINE
EX. ADJACENT OWNERS
EX. EASEMENT
EX. MAJOR CONTOUR (10')
EX. MINOR CONTOUR (2')
EX. FEMA FLOODPLAIN BOUNDARY
EX. CHANNEL/STREAM
EX. CHANNEL/STREAM BUFFER
EX. OVERHEAD ELECTRIC LINE
EX. WATER LINE
EX. SANITARY SEWER
EX. WETLANDS

- PROP. PARCEL BOUNDARY
PROP. RIGHT-OF-WAY
PROP. LOT LINES
PROP. BUFFER
PROP. EASEMENT
PROP. SCM PERIMETER FENCE
PROP. WATER LINE
PROP. SANITARY SEWER
PROP. STORM SEWER
PROP. EASEMENT
PROP. MAJOR CONTOUR (5')
PROP. MINOR CONTOUR (1')
PROP. LIMITS OF DISTURBANCE
PROP. TREE PROTECTION FENCING

NOTES

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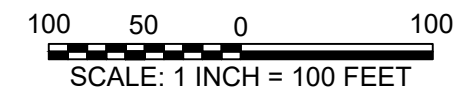
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PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION



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PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC















DATE:	10-30-2020
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APPROVED BY:	
PROJECT NO.:	20060

OVERALL GRADING & DRAINAGE PLAN

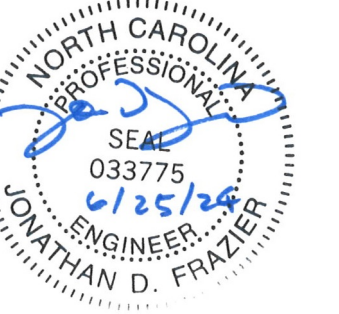
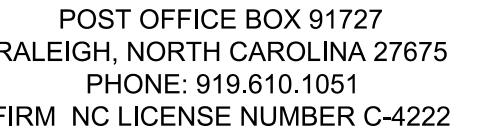
C-9

SHEET 9 OF 17

_____	EX. PROPERTY LINE
_____	EX. RIGHT-OF-WAY
_____	EX. SUBDIVISION LINE
_____	EX. ADJACENT OWNERS
_____	EX. EASEMENT
_____ -250- _____	EX. MAJOR CONTOUR (10')
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_____	EX. CHANNEL/STREAM
_____	EX. CHANNEL/STREAM BUFFER
_____ OHW _____ OHW	EX. OVERHEAD ELECTRIC LINE
_____ W _____ W	EX. WATER LINE
_____ SS _____ SS	EX. SANITARY SEWER

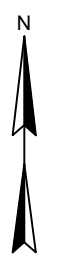
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	PROP. RIGHT-OF-WAY
	PROP. LOT LINES
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	PROP. WATER LINE
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. EASEMENT
	PROP. MAJOR CONTOUR (5')
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	PROP. LIMITS OF DISTURBANCE
	PROP. TREE PROTECTION FENCING

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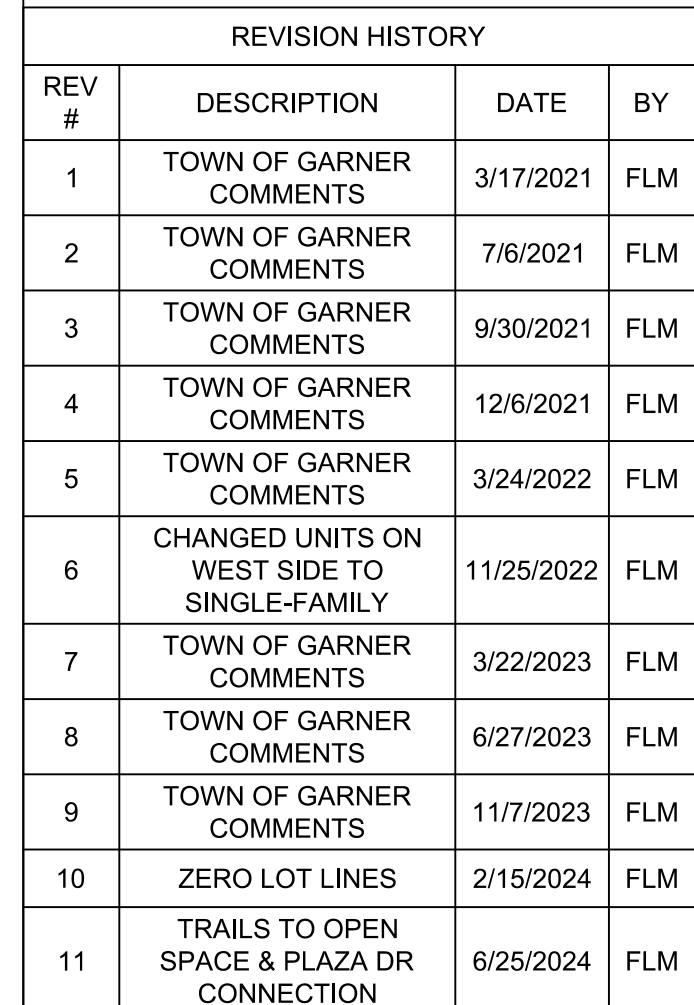


IT IS NOT 1 INCH ON THIS

WILMINGTON PLACE
CREECH RD
GARNER, NC

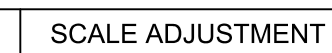
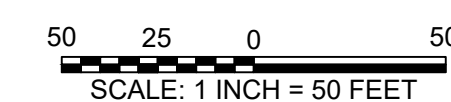
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APPROVED BY:	
PROJECT NO.:	20060

SHEET 10 OF 17



ORIGINAL PLAN SIZE: 24" X 36"

DO NOT USE FOR CONSTRUCTION



THIS BAR IS 1 INCH IN LENGTH

THIS BAR IS FIFTY IN LENGTH
ON ORIGINAL DRAWING

A horizontal line segment with vertical tick marks at each end. The left tick mark is labeled '0' and the right tick mark is labeled '1'. A third tick mark is located exactly halfway between 0 and 1.

IF IT IS NOT 1 INCH ON THIS

SHEET, ADJUST YOUR SCALE
ACCORDINGLY

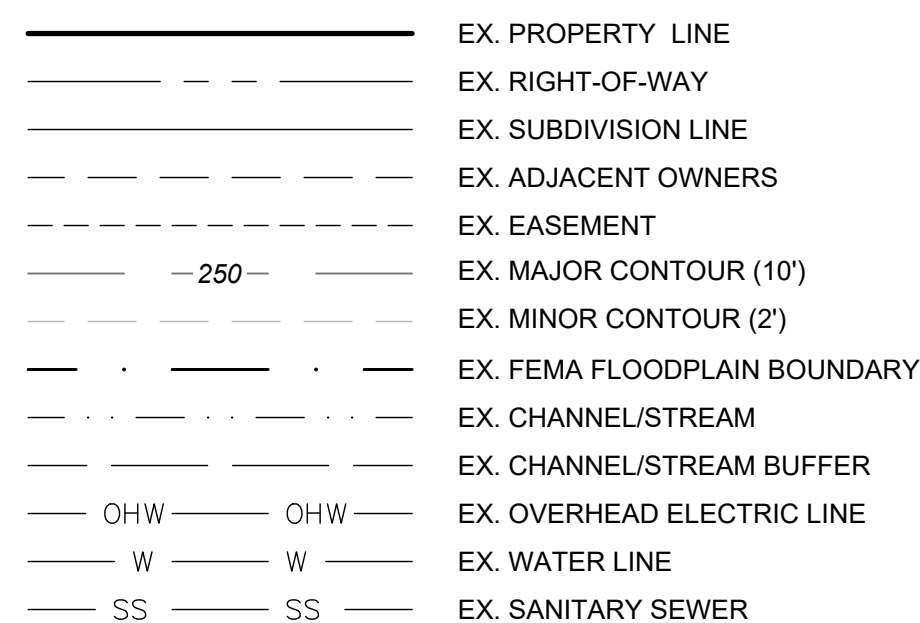
WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
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DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

C-11

SHEET 11 OF 17



EX. WETLANDS

PROP. PARCEL BOUNDARY

PROP. RIGHT-OF-WAY

PROP. LOT LINES

PROP. BUFFER

PROP. EASEMENTS

PROP. SCM PERIMETER FENCE

PROP. WATER LINE

PROP. SANITARY SEWER

PROP. STORM SEWER

PROP. STORM SEWER
PROP. EASEMENT

PROP. MAJOR CONTOUR (5')

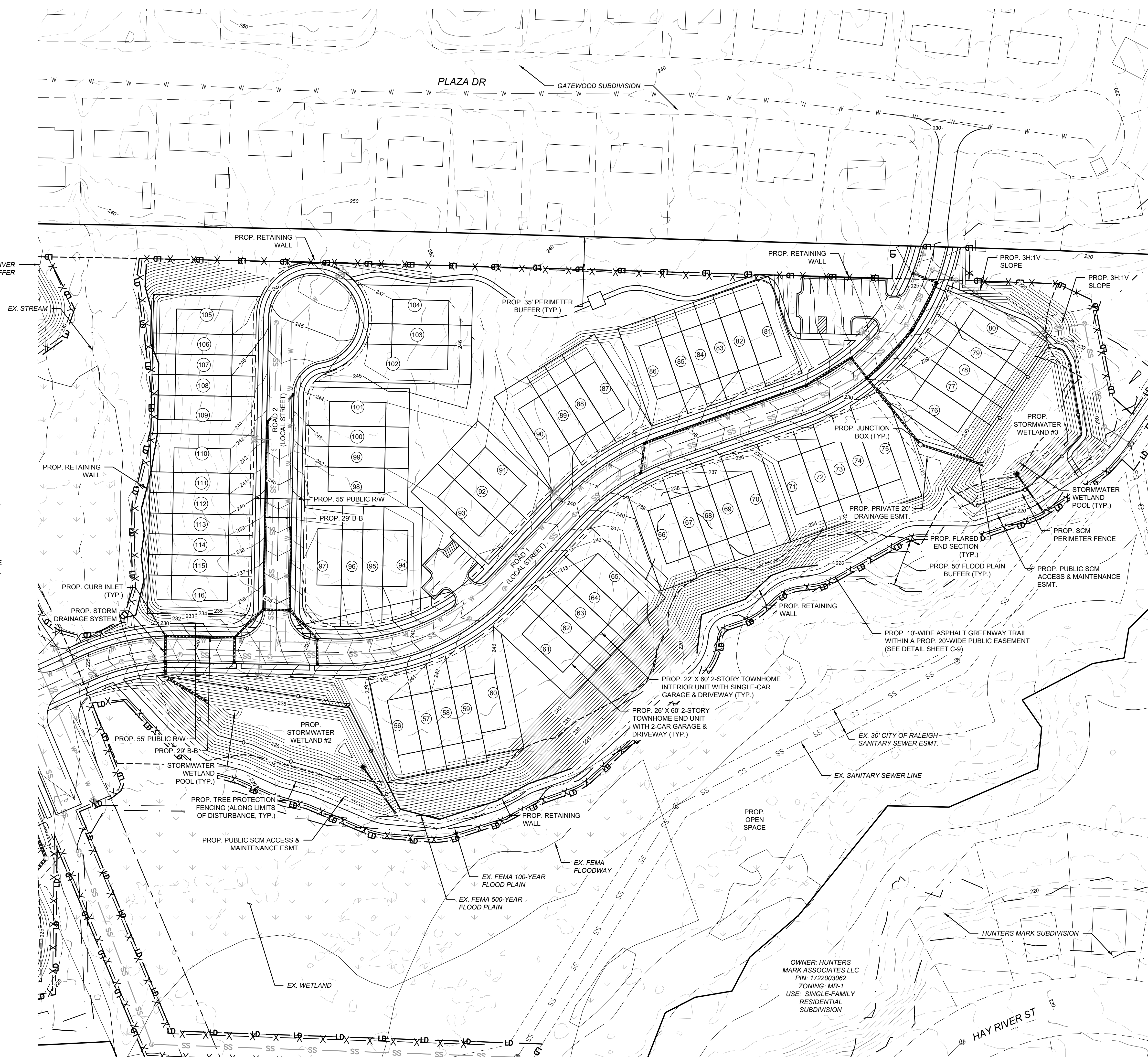
PROP. MAJOR CONTOUR (5)
PROP. MINOR CONTOUR (18)

PROP. MINOR CONTOUR (1)

PROP. LIMITS OF DISTURBANCE

PROP. TREE PROTECTION FENCING

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OWNER: HUNTERS
MARK ASSOCIATES LLC
PIN: 1722003062
ZONING: MR-1
USE: SINGLE-FAMILY
RESIDENTIAL
SUBDIVISION

TREE CANOPY COVER

PRESERVED TREE COVER REQUIREMENT: 205,475 SF (12%)
PRESERVED TREE COVER PROVIDED: 418,976 SF (24.5%)

BUFFERS

PERIMETER BUFFER REQUIRED: 35' (PROPOSED CLASS 3 USE ADJACENT TO CLASS 1 USES)
PERIMETER BUFFER PROVIDED: 35'

STREET BUFFER REQUIRED: 20' (PROPOSED CLASS 3 USE ADJACENT TO CLASS 1 USES)
STREET BUFFER PROVIDED: 20'

PERIMETER BUFFER PLANTING REQUIREMENTS:

- 1 TREE PER 350 SF OF BUFFER (BETWEEN 20% AND 30% SHALL BE DECIDUOUS UNDERSTORY TREES, AT LEAST 50% SHALL BE LARGE EVERGREEN TREES)
- 1 EVERGREEN SHRUB PER 125 SF OF BUFFER
- SEE TYPICAL 100 LF PERIMETER BUFFER PLANTING SECTION
- 1,680 LF OF PERIMETER BUFFER AS SHOWN ON PLAN = 34 OVERSTORY TREES, 50 DECIDUOUS UNDERSTORY TREES, 84 LARGE EVERGREEN TREES, AND 470 EVERGREEN SHRUBS REQUIRED

PERIMETER BUFFER PLANTING PROVIDED: PROPOSED VEGETATION IS SHOWN AS A WORST-CASE. HOWEVER, EXISTING VEGETATION SHALL BE UTILIZED TO MEET PERIMETER BUFFER PLANTING REQUIREMENTS AND SUPPLEMENTED WHERE NECESSARY TO MEET THE REQUIREMENTS

STREE TREES

STREET TREE REQUIREMENTS: 1 OVERSTORY TREE WITH MINIMUM CALIPER OF 2.5" @ 40' ON AVERAGE
STREET TREES PROVIDED: 1 OVERSTORY TREE WITH MINIMUM CALIPER OF 2.5" @ 40' ON AVERAGE















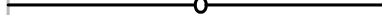






VEHICULAR SURFACE AREAS

SEE SHEETS C-13 AND C-14

OBJECTIONAL VIEWS

SEE SHEETS C-13 AND C-14

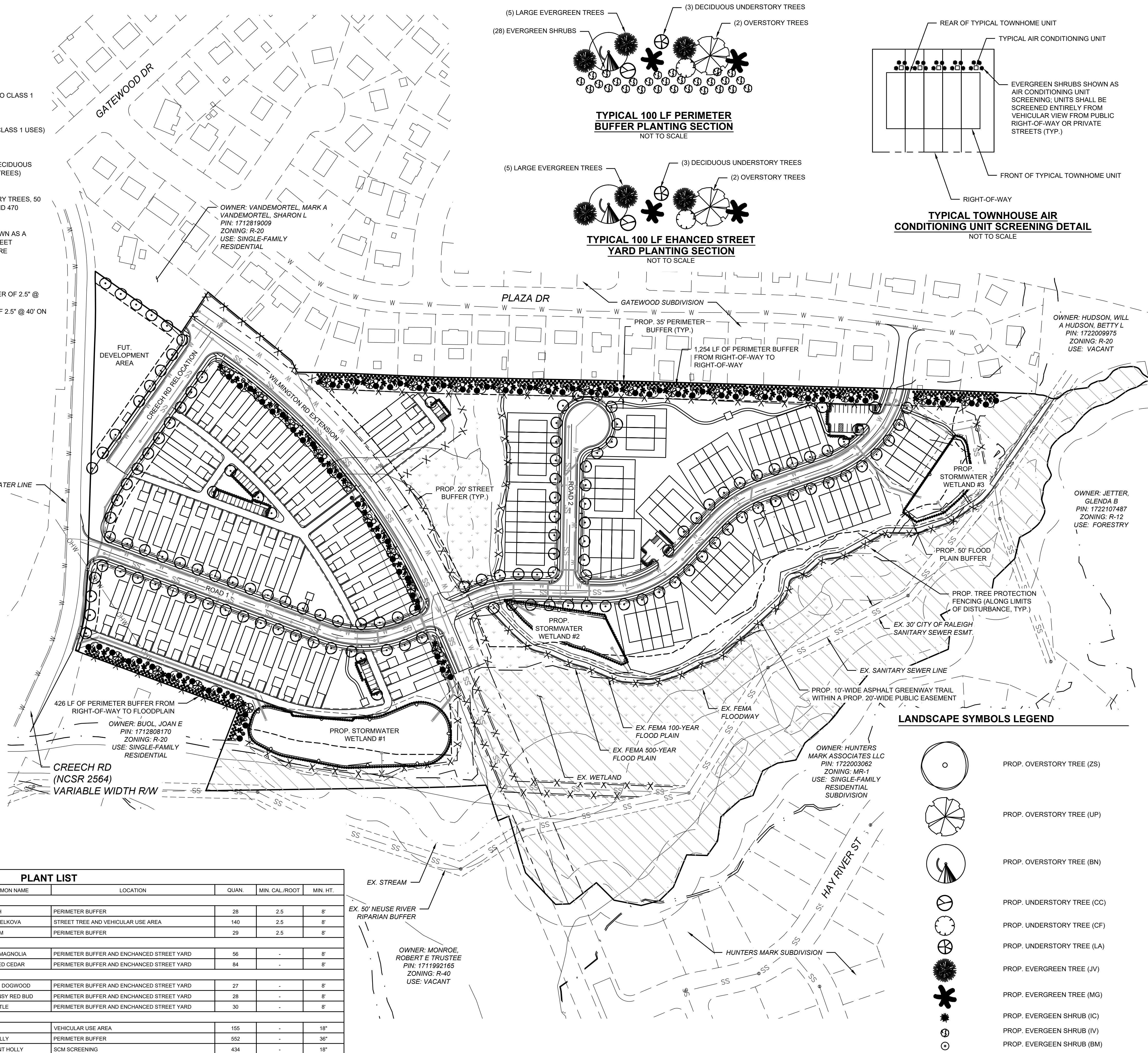
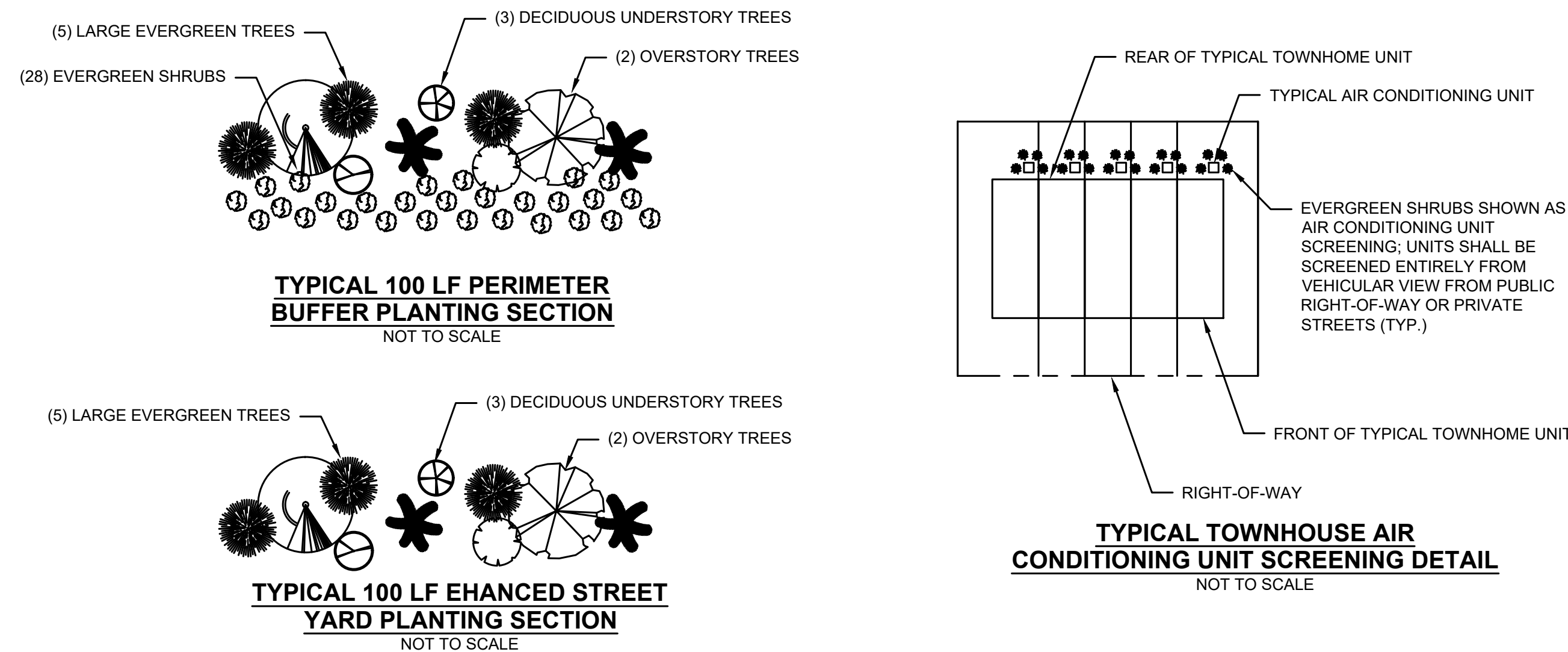
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	PROP. SCM PERIMETER FENCE
	PROP. TREE PROTECTION FENCING
	PROP. WATER LINE
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. PRESERVED TREE COVER





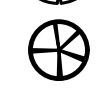


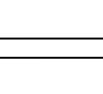
NOTES

1. THE PRUNING OF VSA SCREENING SHRUBS SHALL ALLOW FOR LATERAL GROWTH OF BRANCHES SO AS TO FORM A HEDGE.
2. ALL LANDSCAPE ISLANDS SHALL BE GRADED FOR POSITIVE DRAINAGE WITH NO LOW SPOTS ALLOWING WATER TO BE TRAPPED.

PLANT LIST							
KEY	SCIENTIFIC NAME	COMMON NAME	LOCATION	QUAN.	MIN. CAL./ROOT	MIN. HT.	
OVERSTORY TREES							
BN	BETULA NIGRA 'HERITAGE'	RIVER BIRCH	PERIMETER BUFFER	28	2.5	8'	
ZS	ZELKOVA SERRATA	JAPANESE ZELKOVA	STREET TREE AND VEHICULAR USE AREA	140	2.5	8'	
UP	ULMUS PARVIFOLIA	CHINESE ELM	PERIMETER BUFFER	29	2.5	8'	
EVERGREEN TREES							
MG	MAGNOLIA 'GRANDIFLORA 'BROWN BRACKEN'	SOUTHERN MAGNOLIA	PERIMETER BUFFER AND ENCHANCED STREET YARD	56	-	8'	
JV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	PERIMETER BUFFER AND ENCHANCED STREET YARD	84	-	8'	
UNDERSTORY TREES							
CF	CORNUS FLORIDA 'CLOUD 9'	CLOUD NANE DOGWOOD	PERIMETER BUFFER AND ENCHANCED STREET YARD	27	-	8'	
CC	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY RED BUD	PERIMETER BUFFER AND ENCHANCED STREET YARD	28	-	8'	
LA	LAGERSTROEMIA	GRAPE MYRTLE	PERIMETER BUFFER AND ENCHANCED STREET YARD	30	-	8'	
SHRUBS							
BM	BUXUS MICROPHYLLA VAR. JAPONICA 'WINTERGREEN'	BOXWOOD	VEHICULAR USE AREA	155	-	18"	
IV	ILEX VOMITORIA	YAUPON HOLLY	PERIMETER BUFFER	552	-	36"	
IC	ILEX C. 'NEEDLEPOINT'	NEEDLEPOINT HOLLY	SCM SCREENING	434	-	18"	

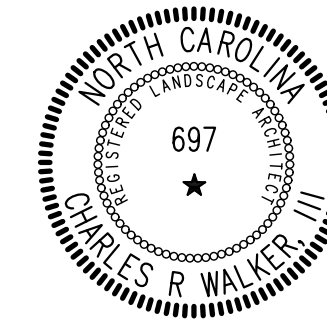


LANDSCAPE SYMBOLS LEGEND

	PROP. OVERSTORY TREE (ZS)
	PROP. OVERSTORY TREE (UP)
	PROP. OVERSTORY TREE (BN)
	PROP. UNDERSTORY TREE (CO)
	PROP. UNDERSTORY TREE (CF)
	PROP. UNDERSTORY TREE (LA)
	PROP. EVERGREEN TREE (JV)
	PROP. EVERGREEN TREE (MG)
	PROP. EVERGREEN SHRUB (IC)
	PROP. EVERGREEN SHRUB (IV)
	PROP. EVERGREEN SHRUB (BM)



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PHONE: 919.610.1051
FIRM NC LICENSE NUMBER C-4222



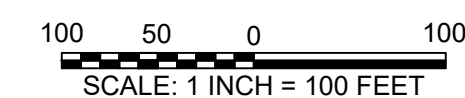
REVISION HISTORY

REV #	DESCRIPTION	DATE	BY
1	TOWN OF GARNER COMMENTS	3/17/2021	FLM
2	TOWN OF GARNER COMMENTS	7/6/2021	FLM
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6	CHANGED UNITS ON WEST SIDE TO SINGLE-FAMILY	11/25/2022	FLM
7	TOWN OF GARNER COMMENTS	3/22/2023	FLM
8	TOWN OF GARNER COMMENTS	6/27/2023	FLM
9	TOWN OF GARNER COMMENTS	11/7/2023	FLM
10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36'


PRELIMINARY PLANS

DO NOT USE FOR CONSTRUCTION



SCALE ADJUSTMENT

THIS BAR IS 1 INCH IN LENGTH
ON ORIGINAL DRAWING



IF IT IS NOT 1 INCH ON THIS
SHEET, ADJUST YOUR SCALE
ACCORDINGLY

PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

OVERALL LANDSCAPING PLAN

C-12

SHEET 12 OF 17

LEGEND

---	EX. PROPERTY LINE
---	EX. RIGHT-OF-WAY
---	EX. SUBDIVISION LINE
---	EX. ADJACENT OWNERS
---	EX. EASEMENT
---	EX. FEMA FLOODPLAIN BOUNDARY
---	EX. CHANNEL/STREAM
---	EX. CHANNEL/STREAM BUFFER
OHW OHW	EX. OVERHEAD ELECTRIC LINE
W W	EX. WATER LINE
SS SS	EX. SANITARY SEWER
---	PROP. RIGHT-OF-WAY
---	PROP. LOT LINES
---	PROP. BUFFER
---	PROP. EASEMENT
---	PROP. SCM PERIMETER FENCE
-X-X-X-X-	PROP. TREE PROTECTION FENCING
W W	PROP. WATER LINE
SS SS	PROP. SANITARY SEWER
---	PROP. STORM SEWER
---	PROP. PRESERVED TREE COVER

NOTES

- THE PRUNING OF VSA SCREENING SHRUBS SHALL ALLOW FOR LATERAL GROWTH OF BRANCHES SO AS TO FORM A HEDGE.
- ALL LANDSCAPE ISLANDS SHALL BE GRADED FOR POSITIVE DRAINAGE WITH NO LOW SPOTS ALLOWING WATER TO BE TRAPPED.

LANDSCAPE SYMBOLS LEGEND

	PROP. OVERSTORY TREE (ZS)
	PROP. OVERSTORY TREE (UP)
	PROP. OVERSTORY TREE (BN)
	PROP. UNDERSTORY TREE (CC)
	PROP. UNDERSTORY TREE (CF)
	PROP. UNDERSTORY TREE (LA)
	PROP. EVERGREEN TREE (JV)
	PROP. EVERGREEN TREE (MG)
	PROP. EVERGREEN SHRUB (IC)
	PROP. EVERGREEN SHRUB (IV)
	PROP. EVERGREEN SHRUB (BM)

VEHICULAR SURFACE AREA LANDSCAPING CALCULATIONS

PARKING AREA 1

VEHICULAR SURFACE AREA = 1,206 SF

REQUIRED LANDSCAPING = 60 SF (5%)

PROVIDED LANDSCAPING = 1 LARGE CANOPY TREE (40 POINTS) + 17 3 GAL. SHRUBS (51 POINTS @ 3 POINTS EACH) = 91 POINTS

PARKING AREA 2

VEHICULAR SURFACE AREA = 5,850 SF

REQUIRED LANDSCAPING = 293 SF (5%)

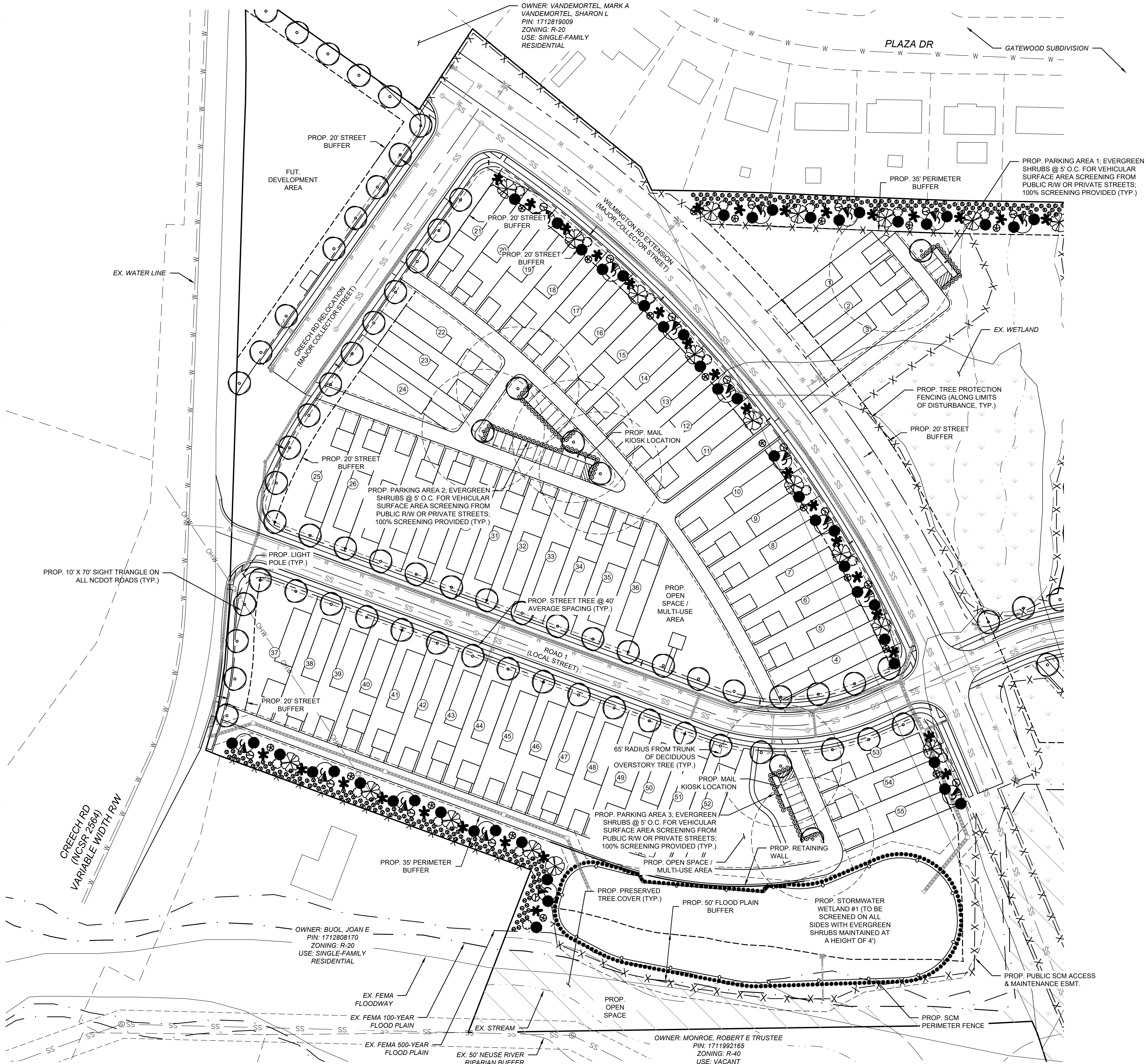
PROVIDED LANDSCAPING = 4 LARGE CANOPY TREE (160 POINTS @ 40 POINT EACH) + 53 3 GAL. SHRUBS (159 POINTS @ 3 POINTS EACH) = 319 POINTS

PARKING AREA 3

VEHICULAR SURFACE AREA = 2,448 SF

REQUIRED LANDSCAPING = 122 SF (5%)

PROVIDED LANDSCAPING = 2 LARGE CANOPY TREE (80 POINTS @ 40 POINT EACH) + 24 3 GAL. SHRUBS (72 POINTS @ 3 POINTS EACH) = 152 POINTS



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RALEIGH, NORTH CAROLINA 27675
PHONE: 919.610.1051
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9	TOWN OF GARNER COMMENTS	11/7/2023	FLM
10	ZERO LOT LINES	2/15/2024	FLM
11	TRAILS TO OPEN SPACE & PLAZA DR CONNECTION	6/25/2024	FLM

ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS
DO NOT USE FOR CONSTRUCTION

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ON ORIGINAL DRAWING
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ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

WEST SIDE LANDSCAPING PLAN

C-13

SHEET 13 OF 17

LEGEND

	EX. PROPERTY LINE
	EX. RIGHT-OF-WAY
	EX. SUBDIVISION LINE
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FEMA FLOODPLAIN BOUNDARY
	EX. CHANNEL/STREAM
	EX. CHANNEL/STREAM BUFFER
	EX. OVERHEAD ELECTRIC LINE
	EX. WATER LINE
	EX. SANITARY SEWER
	PROP. RIGHT-OF-WAY
	PROP. LOT LINES
	PROP. BUFFER
	PROP. EASEMENT
	PROP. SCM PERIMETER FENCE
	PROP. TREE PROTECTION FENCING
	PROP. WATER LINE
	PROP. SANITARY SEWER
	PROP. STORM SEWER
	PROP. PRESERVED TREE COVER

NOTES

- THE PRUNING OF VSA SCREENING SHRUBS SHALL ALLOW FOR LATERAL GROWTH OF BRANCHES SO AS TO FORM A HEDGE.
- ALL LANDSCAPE ISLANDS SHALL BE GRADED FOR POSITIVE DRAINAGE WITH NO LOW SPOTS ALLOWING WATER TO BE TRAPPED.

LANDSCAPE SYMBOLS LEGEND

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	PROP. OVERSTORY TREE (UP)
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	PROP. UNDERSTORY TREE (CF)
	PROP. UNDERSTORY TREE (LA)
	PROP. EVERGREEN TREE (JV)
	PROP. EVERGREEN TREE (MG)
	PROP. EVERGREEN SHRUB (IC)
	PROP. EVERGREEN SHRUB (IV)
	PROP. EVERGREEN SHRUB (BM)

VEHICULAR SURFACE AREA LANDSCAPING CALCULATIONS

PARKING AREA 4

VEHICULAR SURFACE AREA = 1,862 SF

REQUIRED LANDSCAPING = 93 SF (5%)

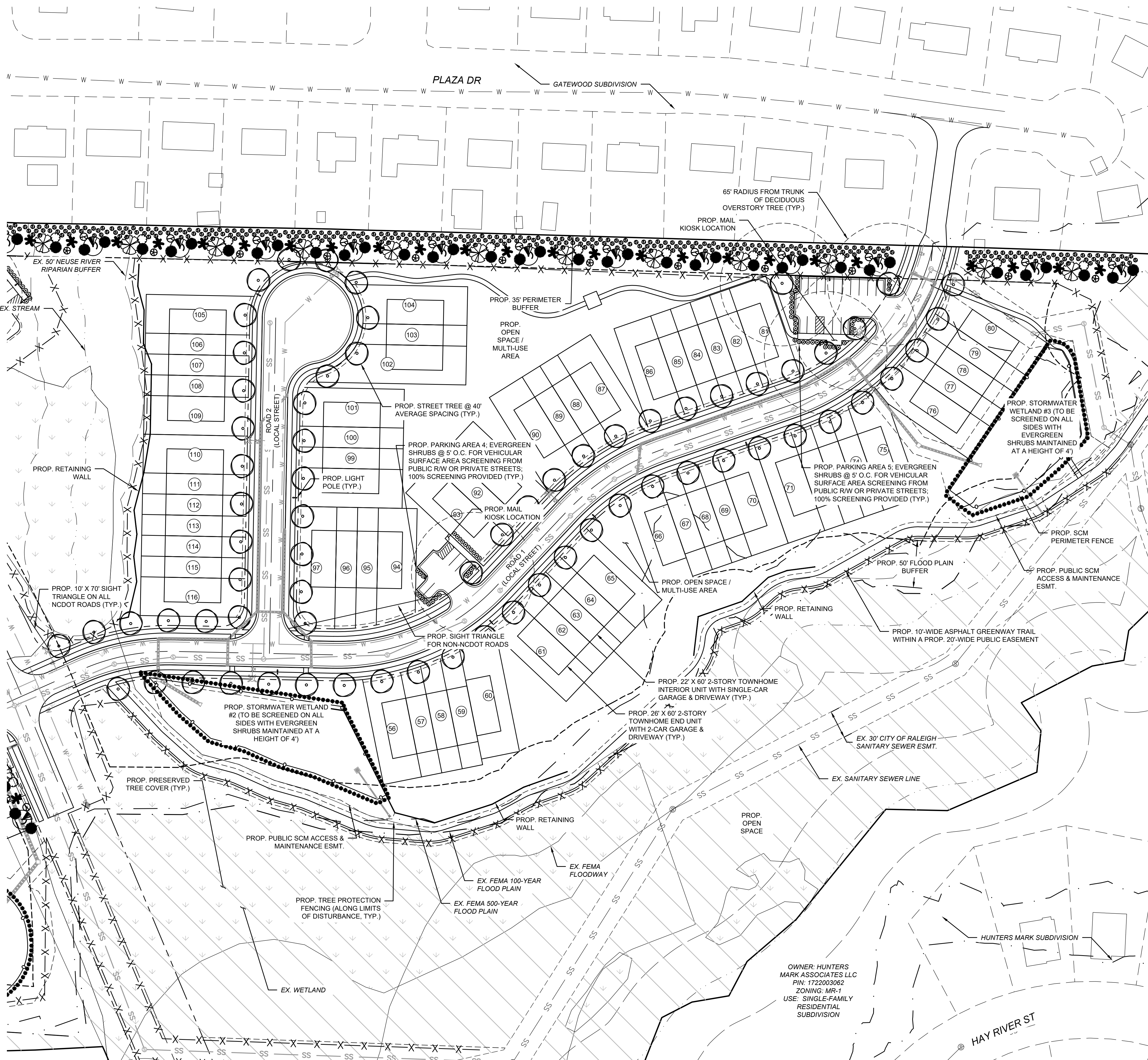
PROVIDED LANDSCAPING = 1 LARGE CANOPY TREE (40 POINTS) + 25 3 GAL. SHRUBS (75 POINTS @ 3 POINTS EACH) = 115 POINTS

PARKING AREA 5

VEHICULAR SURFACE AREA = 4,431 SF

REQUIRED LANDSCAPING = 222 SF (5%)

PROVIDED LANDSCAPING = 4 LARGE CANOPY TREE (160 POINTS @ 40 POINT EACH) + 36 3 GAL. SHRUBS (108 POINTS @ 3 POINTS EACH) = 268 POINTS



OWNER: HUNTERS MARK ASSOCIATES LLC
PIN: 1722003062
ZONING: MR-1
USE: SINGLE-FAMILY RESIDENTIAL SUBDIVISION



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RALEIGH, NORTH CAROLINA 27675
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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

EAST SIDE LANDSCAPING PLAN

C-14

SHEET 14 OF 17

LEGEND

---	EX. PROPERTY LINE
---	EX. RIGHT-OF-WAY
---	EX. SUBDIVISION LINE
---	EX. ADJACENT OWNERS
---	EX. EASEMENT
---	EX. FEMA FLOODPLAIN BOUNDARY
---	EX. CHANNEL/STREAM
---	EX. CHANNEL/STREAM BUFFER
OHW OHW	EX. OVERHEAD ELECTRIC LINE
W W	EX. WATER LINE
SS SS	EX. SANITARY SEWER
---	PROP. RIGHT-OF-WAY
---	PROP. LOT LINES
---	PROP. BUFFER
---	PROP. EASEMENT
---	PROP. SCM PERIMETER FENCE
X-X-X-X	PROP. TREE PROTECTION FENCING
W W	PROP. WATER LINE
SS SS	PROP. SANITARY SEWER
---	PROP. STORM SEWER
---	PROP. LIGHT POLE

NOTES

1. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE TOWN OF GARNER UDO SECTION 7.6.

LUMINAIRE SCHEDULE

SYMBOL	DESCRIPTION*	LAMP	HEIGHT (FT)**	QUANTITY
DUKE ENERGY 150W ROADWAY LED		(1) LED	25	24

*APPROVED EQUALS ACCEPTED

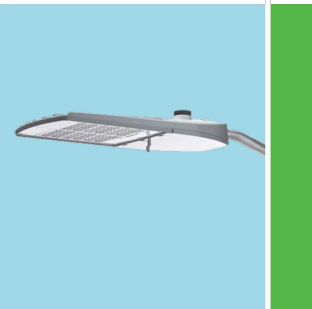
**HEIGHT IS FROM BOTTOM OF BASE TO TOP OF FIXTURE

CALCULATION SUMMARY

	AVERAGE	MAX	MIN	AVG/MIN
SITE	0.21	4.54	0.00	—



Outdoor Lighting
Roadway LED



The Roadway LED is a great solution and great fit for streets, roads, long narrow areas and parking lots. The energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose how to reduce light output on wood or aluminum poles for most or existing poles. Available with one to four fixtures per pole, depending on the luminaire pole combination selected.

LED (Light Emitting Diode)	50 70 110 150 200 280 watts
Mounting heights	15', 20', 25', 30', 35'
Colors	Bronze Black Grey Silver
Poles	Single A Wood

For additional information, visit us at www.energyandclimate.com/lighting or call us toll free at 888.768.6437

CREECH RD
(NCSR 2364)
VARIABLE WIDTH RW

OWNER: BUOL, JOAN E
PIN: 1712808170
ZONING: R-20
USE: SINGLE-FAMILY
RESIDENTIAL

EX. FEMA
FLOODWAY

EX. FEMA 100-YEAR
FLOOD PLAIN

EX. FEMA 500-YEAR
FLOOD PLAIN

EX. 50' NEUSE RIVER
RIPARIAN BUFFER

OWNER: MONROE, ROBERT E TRUSTEE
PIN: 1711992165
ZONING: R-40
USE: VACANT

OWNER: VANDEMORTEL, MARK A
VANDEMORTEL, SHARON L
PIN: 1712819009
ZONING: R-20
USE: SINGLE-FAMILY
RESIDENTIAL

PLAZA DR

GATEWOOD SUBDIVISION

PROP. 35' PERIMETER
BUFFER

EX. WETLAND

PROP. TREE PROTECTION
FENCING (ALONG LIMITS
OF DISTURBANCE, TYP.)

PROP. 20' STREET
BUFFER

PROP. OPEN
SPACE

ROAD 7
(LOCAL STREET)

PROP. 20' STREET
BUFFER

PROP. 35' PERIMETER
BUFFER

PROP. MAIL
KIOSK LOCATION

PROP. OPEN
SPACE

PROP. RETAINING
WALL

PROP. 50' FLOOD PLAIN
BUFFER

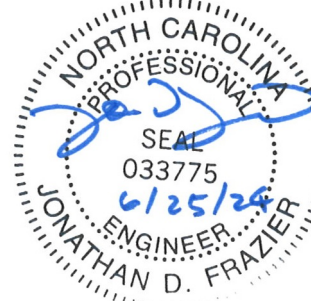
PROP. STORMWATER
WETLAND #1

PROP. SCM ACCESS &
MAINTENANCE ESMT.

PROP. SCM
PERIMETER FENCE



POST OFFICE BOX 91727
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ORIGINAL PLAN SIZE: 24" X 36"

PRELIMINARY
PLANS

DO NOT USE FOR CONSTRUCTION

50 25 0 50
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ACCORDINGLY

PRELIMINARY SUBDIVISION
PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

SITE INVESTMENTS, LLC

DATE:	10-30-2020
SCALE:	AS SHOWN
DESIGNED BY:	FLM
APPROVED BY:	
PROJECT NO.:	20060

WEST SIDE LIGHTING PLAN

C-15

SHEET 15 OF 17

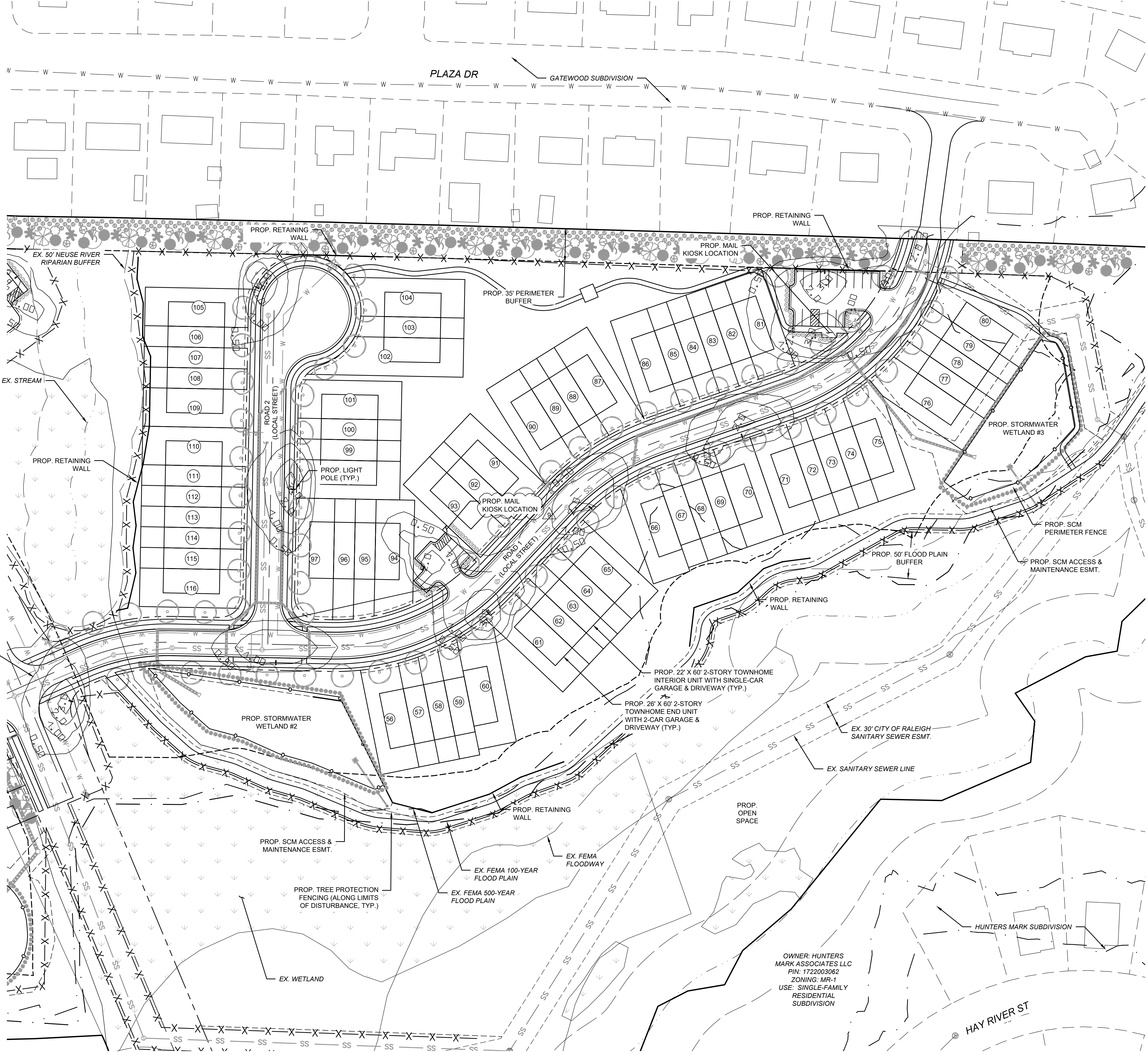
LEGEND

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---	EX. RIGHT-OF-WAY
---	EX. SUBDIVISION LINE
---	EX. ADJACENT OWNERS
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---	EX. FEMA FLOODPLAIN BOUNDARY
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---	EX. CHANNEL/STREAM BUFFER
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W W	EX. WATER LINE
SS SS	EX. SANITARY SEWER
---	PROP. RIGHT-OF-WAY
---	PROP. LOT LINES
---	PROP. BUFFER
---	PROP. EASEMENT
---	PROP. SCM PERIMETER FENCE
X X X X	PROP. TREE PROTECTION FENCING
W W	PROP. WATER LINE
SS SS	PROP. SANITARY SEWER
---	PROP. STORM SEWER
---	PROP. LIGHT POLE

NOTES

1. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE TOWN OF GARNER UDO SECTION 7.6.

FOOTCANDLE LIGHTING
CONTOUR (TYP.)



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GARNER, NC

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EAST SIDE LIGHTING PLAN

C-16

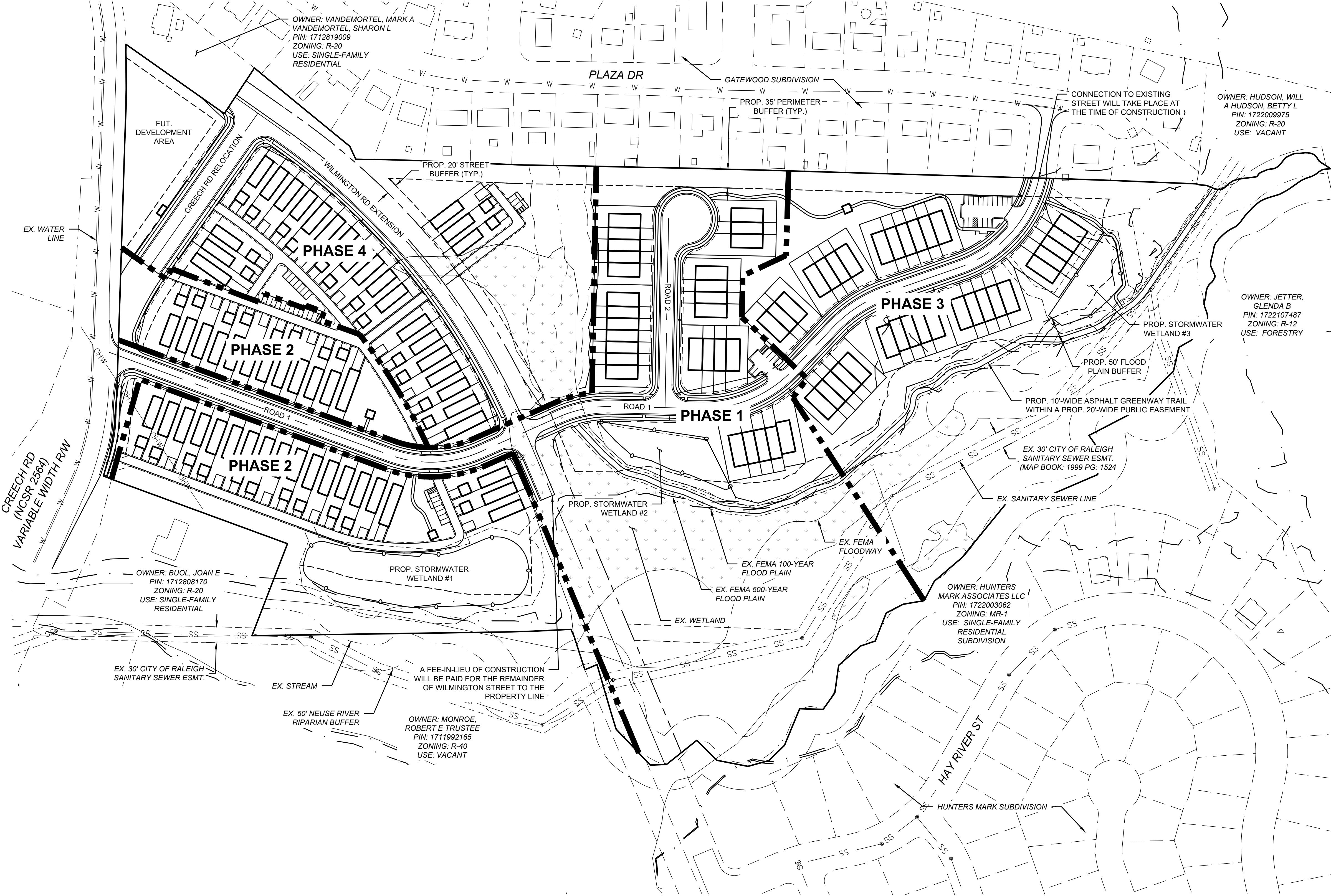
SHEET 16 OF 17

LEGEND

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	EX. RIGHT-OF-WAY
	EX. SUBDIVISION LINE
	EX. ADJACENT OWNERS
	EX. EASEMENT
	EX. FEMA FLOODPLAIN BOUNDARY
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	SS SS EX. SANITARY SEWER
	PROP. RIGHT-OF-WAY
	PROP. LOT LINES
	PROP. BUFFER
	PROP. EASEMENT
	PROP. SCM PERIMETER FENCE
	PROP. PHASE LINE

PHASING NOTES

1. PHASE 1 UNITS: 28 TOWNHOMES
- PHASE 2 UNITS: 31 SINGLE-FAMILY DETACHED
- PHASE 3 UNITS: 33 TOWNHOMES
- PHASE 4 UNITS: 24 SINGLE-FAMILY DETACHED
2. DEVELOPER HAS THE RIGHT TO CHANGE THE SEQUENCE OF PHASING FROM WHAT IS SHOWN ON THIS PLAN.
3. UTILITIES SHALL BE COORDINATED WITH THE CITY OF RALEIGH TO BE APPROPRIATELY PHASED.



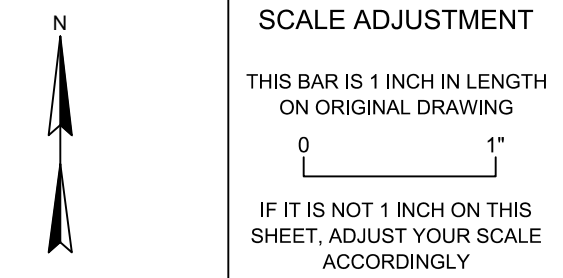
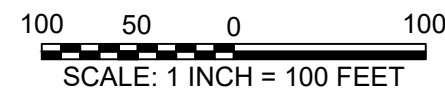
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PRELIMINARY SUBDIVISION PLANS

WILMINGTON PLACE
CREECH RD
GARNER, NC

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PHASING PLAN

C-17
SHEET 17 OF 17