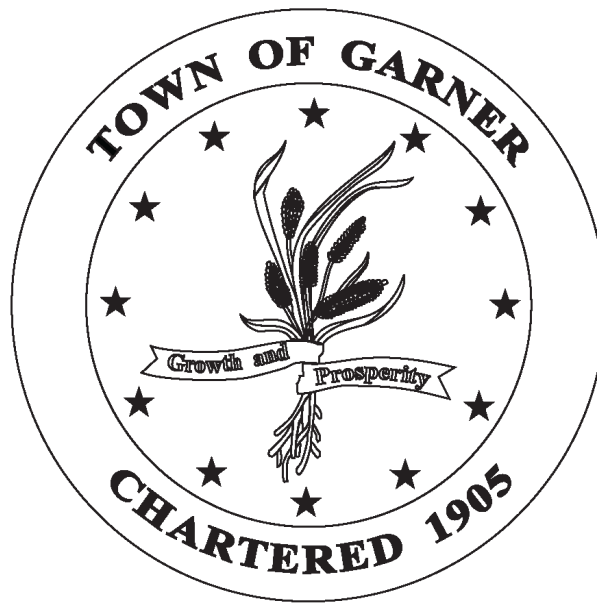


# **TOWN OF GARNER**



## **TOWN COUNCIL WORK SESSION**

April 30, 2019  
6:00 P.M.

Garner Town Hall  
900 7th Avenue  
Garner, NC 27529

**Town of Garner  
Work Session Agenda  
April 30, 2019**

*Dinner will be served for town officials in the Conference Room at 5:15 p.m.*

The Council will meet in a Work Session at 6:00 p.m. in the Council Chambers located at 900 7<sup>th</sup> Avenue.

A. CALL MEETING TO ORDER/ROLL CALL

B. ADOPTION OF AGENDA

C. REPORTS/DISCUSSION

1. Jones Sausage Road Conceptual Design Scope and Fee ..... Page 3  
Presenter: Het Patel, AICP; Senior Planner

Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultants to identify scope of work and fee for completing a conceptual design/feasibility study regarding the Jones Sausage Road Realignment.

2. Lake Drive Improvements Preliminary Engineering Scope and Fee ..... Page 23  
Presenter: Het Patel, AICP; Senior Planner

Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultants to identify scope of work and fee for completing preliminary engineering design for Lake Drive improvements to match the Dullis Circle typical to NC 50.

3. Legislative Agenda ..... Page 28  
Presenter: Sam Bridges, Town Lobbyist

Each year the Town develops a list of initiatives that it puts forth to its Legislative Delegation for consideration during the legislative session. The list, although not a comprehensive list of all concerns and interests, provides a basis for discussion with our Local Delegation and others. Several of the agenda items seek to preserve or increase revenue options or to preserve local authority as it relates to various proposed bills.

4. New Recreation Center Gymnasium Murals ..... Page 31  
Presenter: Sonya Shaw, PRCR Director

PRCR Staff recommends artist Sean Kernick complete gymnasium wall murals and main entrance logo for the new recreation center.

5. Timber Drive Sidewalks - Supplemental Agreement #1..... Page 42  
Presenter: Chris Johnson, Town Engineer

Staff to present Supplemental #1 with design consultant (SEPI Engineers) for support with upcoming public meeting and compiling a database of all public comments.

Action: Authorize the Town Manager to execute supplemental agreement #1 with SEPI in an amount not exceed \$5,629.

6. New Rand Road Sidewalk ..... Page 45  
Presenter: William E. Anderson, Attorney

The requested action is to approve some adjusted prices for utility and temporary construction easements.

D. MANAGER REPORTS

1. GMSH Sports Hall of Fame
2. Census

E. COUNCIL REPORTS

F. ADJOURNMENT

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: Jones Sausage Road Conceptual Design Scope and Fee		
Location on Agenda: Discussion		
Department: Planning		
Contact: Het Patel, AICP; Senior Planner - Transportation and Land Use		
Presenter: Het Patel, AICP; Senior Planner - Transportation and Land Use		
Brief Summary:  Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultants to identify scope of work and fee for completing a conceptual design/feasibility study regarding the Jones Sausage Road Realignment.		
Recommended Motion and/or Requested Action: If agreeable, consider recommending scope and fee to the consent agenda for May 6th Council Meeting.		
Detailed Notes: The project limits cover approximately 1.1 miles of Jones Sausage Road from just south of Amazon Fulfillment Center to US Highway 70. The project will include widening (four-lane divided with median) of Jones Sausage Road from just south of Amazon to E Garner Road and a new location/realignment of Jones Sausage Road south of E Garner Road to US Highway 70 including a proposed railroad bridge over the existing and future North Carolina Railroad (NCRR) lines. HDR, the consultant, will perform the required planning, environmental and engineering services related to the feasibility/conceptual study, as defined in the tasks identified in the attached scope of work.		
Funding Source: Streets and Sidewalks Bond		
Cost: \$106,791	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: The consultants agreement form has been included for review and discussion. The agreement will be populated when presented for approval.		
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:	RD	
Town Clerk:		



## Planning Department Memorandum

---

**TO:** Mayor and Town Council Members  
**FROM:** Het Patel, AICP; Senior Planner – Transportation and Land Use  
**SUBJECT:** *Jones Sausage Road Conceptual Design Scope and Fee*  
**DATE:** April 22, 2019

---

### Background/Summary

The Town Council at the Council Retreat in 2019 and a subsequent Town Council Special Meeting on March 26, 2019 decided to identify Street and Sidewalk Bond funds towards advancing the Jones Sausage Road Realignment project. Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultant to identify scope of work and fee for completing a conceptual design/feasibility study regarding the Jones Sausage Road Realignment. This memo provides a brief overview/summary of the work to be performed under this contract including the attached scope of work and fee presented by the consultant.

### Jones Sausage Road Realignment Conceptual Study

The project limits cover approximately 1.1 miles of Jones Sausage Road from just south of Amazon Fulfillment Center to US Highway 70. The project will include widening (four-lane divided with median) of Jones Sausage Road from just south of Amazon to E Garner Road and a new location/realignment of Jones Sausage Road south of E Garner Road to US Highway 70 included a proposed railroad bridge over the existing and future North Carolina Railroad (NCRR) lines. HDR, the consultant, will perform the required planning, environmental and engineering services related to the feasibility/conceptual study, as defined in the tasks identified in the attached scope of work. Additional engineering and design service work for this project will be completed under subsequent Task Orders.

### Scope of Work and Fee

The attached scope of work shows the tasks to be completed through this conceptual feasibility study. The work includes analyzing traffic conditions, developing conceptual design for the widening and realignment and identifying preliminary cost and impacts assessment for the project. The work will also include stakeholder coordination with NCDOT, CAMPO, NCRR and impacted property owners. The total fee identified for completing the tasks identified in the attached scope is: **\$106,791.**

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. OF THE CAROLINAS FOR PROFESSIONAL  
SERVICES  
AGREEMENT NUMBER \_\_\_\_\_**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, between \_\_\_\_\_ (“OWNER”) a \_\_\_\_\_  
\_\_\_\_\_ corporation, with  
principal offices at \_\_\_\_\_, and HDR  
ENGINEERING, INC. OF THE CAROLINAS, (“ENGINEER” or “CONSULTANT”)  
for services in connection with the project known as (fill in name of the Project with a  
brief description) (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional  
engineering, consulting and related services (“Services”) in connection with the Project;  
and

**WHEREAS**, ENGINEER desires to render these Services as described in  
SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual  
covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services  
as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING  
SERVICES**

The HDR Engineering, Inc. of the Carolinas Terms and Conditions, which are attached  
hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set  
forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR  
Engineering, Inc. of the Carolinas Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of  
per diem.

- Direct Labor Costs times a factor of \_\_\_\_\_ for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$\_\_\_\_\_, and ENGINEER'S technology charges, if any, estimated to be \$\_\_\_\_\_.
- cost plus fixed fee. ENGINEER'S fixed fee will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Cost shall be an amount equal to salary cost times a factor of \_\_\_\_\_. Reimbursable expenses incurred in connection with such services shall be in addition to ENGINEER'S compensation.
- lump sum. The amount of the lump sum is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- a percentage of construction cost. ENGINEER shall be paid an amount equal to \_\_\_\_\_ percent (\_\_\_\_\_% ) of the construction cost.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Per Diem shall mean an hourly rate equal to Payroll Cost/Direct Labor Cost times a multiplier of (words) (number) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Payroll Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. For this Agreement, the amount of customary and statutory benefits of all personnel will be considered equal to thirty-five percent (35%) of salaries and wages.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

Cost-Plus-Fixed Fee shall mean Cost plus a Fixed Fee.

Cost, as used in "Cost-Plus-Fixed Fee," shall mean Direct Labor Cost plus Overhead Costs, plus Reimbursable Expense.

Overhead Costs, as used in "Cost-Plus-Fixed Fee," shall mean indirect costs which include payroll and administrative expenses. For this Agreement, overhead costs shall be (words) percent (    %) of Direct Labor Cost.

Fixed Fee shall mean a fixed amount of fee that is added to the Cost in a Cost-Plus-Fixed Fee basis of payment. The sum of Cost and Fixed Fee shall be the compensation for the Scope of Services. The Costs may vary, but the Fixed Fee shall remain the same provided the Scope of Services does not change.

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

Percentage shall mean a percentage of the actual construction cost designed plus additive change orders. This shall be the total compensation for Scope of Services.

## **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.



**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC OF THE  
CAROLINAS.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**TERMS AND CONDITIONS**

## **Town of Garner**

### **Jones Sausage Road (SR 5220) Improvements**

#### **Scope of Services**

#### **Task Order 1 – Feasibility Study**

**March 25, 2019**



---

#### **Table of Contents**

1.0	Project Management/Administration/Quality Control
2.0	Background Information/Data Collection
3.0	Traffic Projections and Analysis
4.0	Conceptual Design
5.0	Cost and Impact Assessment
6.0	Stakeholder Coordination/Visualization
7.0	Report Documentation
8.0	List of Deliverables

---

### **Background Information**

The Town of Garner (Town) desires to develop improvements for Jones Sausage Road (SR 5220) from just south of Amazon Fulfillment Center to just south of US 70 Business, distance of approximately 1.1 miles. The project is expected to include widening and new location with a proposed railroad bridge over the existing and future Norfolk Southern rail lines.

HDR (Consultant) will perform the required planning, environmental and engineering services related to the preparation of the feasibility study, as defined in the tasks below, as well as future designs or plans (subsequent Task Orders).

---

### **1.0 Project Management/Administration/Quality Control**

Provide overall direction and control of activities covered by this task order. The Consultant Project Manager will be responsible for team coordination, implementation of quality control measures, project reporting to the Town, project documentation and overall performance of the project. The tasks undertaken for this activity will include the following:

- Administration of project costs and schedule control.
- Preparation of monthly progress reports describing work completed for the month and anticipated work for the following period.
- Review of work product generated under this task order. This will include informal reviews by the project manager. Formal Quality Control reviews are included in the budget for the specific work.
- Creation and maintenance of common electronic filing system for use by team.

- Three internal HDR c meetings.
- Monthly status conference calls with Garner (assume six)
- Attendance at project-related meetings (three meetings are assumed with three staff each).

---

## 2.0 Background Information/Data Collection

The Consultant (with assistance from the Town, NCDOT, and other outside sources) will gather relevant background information related to the study, including the following:

- Traffic Accident/Crash Data
- Existing Traffic Counts, including peak hour turning movements
- Local Traffic Impact Analysis (TIA)
- Available Future Traffic Volumes
- Roadway Functional Classification
- Review Comprehensive Thoroughfare Plan or Long Range Transportation Plan
- Mileage Inventory and Straight Line Summary
- Available Bridge Inventory Data
- Available Mapping, Aerials, Topography, Survey etc.
- Signals and Geometrics (Traffic Signal Inventory)
- Current STIP document for related projects
- Existing GIS Databases
- Historic Sites (Known National Register or State Study list) denoted on the State Historic Property Office's HPOWeb tool
- Stream Classification
- Natural Heritage Program (Threatened and/or Endangered Species)
- National Wetland Inventory
- Other Related Reports or Plans (Greenway Plans, SE Area Plan, etc.)
- Parcels
- Railroad Coordination – Meet with NCDOT Rail Division, NCRR and Norfolk Southern representatives to verify the constraints and future plans for the existing rail corridor

It is assumed that the traffic counts, including peak hour turning movements, needed to perform the services later defined in section 3.0 will be provided by the Town, including the Amazon TIA. The accompanying fee does not include obtaining traffic counts.

Base mapping will be prepared to inventory the existing conditions and support the designs (see **Appendix A**). Mapping will have all appropriate adornments such as scale, north arrow, legend, borders, title block, etc.

Base mapping will be prepared at two scales: (1) large scale roll plot (1"=100') and 2) a scale appropriate for report figures.

The Consultant staff will conduct one full-day site visit (two staff) in order to become familiar with the project area during project development.

---

### **3.0 Traffic Projections and Analysis**

3.1) Traffic projections will be developed for the project that includes improvements along Jones Sausage Road in Wake County.

The following scenarios will be included in the traffic projections:

- 2018 Base Year No-Build ()
- 2045 Build

#### **DESCRIPTION OF WORK REQUIRED**

The Town and/or NCDOT will provide any available existing and projected average daily traffic volumes for roadways within the study area, including travel demand models if applicable. The Town will provide peak hour turning movement counts for all intersections within the study area, where available from other recent TIAs.

#### *Traffic Projections*

The Consultant will review information provided and shall prepare traffic projections of traffic volumes for Jones Sausage Road within the limits of the Project. Methods of examining previous data include review of existing turning movement counts, previous AADT volumes, growth trends, available MPO Model Runs and the results of approved Traffic Impact Studies for development projects in proximity to the study corridor. The proposed growth rate for projecting 2045 volumes will be approved by the Town of Garner.

The following locations are anticipated as those locations where projections will be completed:

#### Intersections

- Jones Sausage Road / East Garner Road (SR 1004)
- Jones Sausage Road Ext / US 70 Business
- Jones Sausage Road Ext / Jones Sausage Road existing (near East Garner MS)

A Draft Traffic Projections Memo will be developed for the Town documenting the assumed growth and summarizing the proposed volumes. Figures will also be prepared to easily display the projections for the three intersections in the Build scenario.

3.2) The Consultant will prepare a cursory capacity analysis for the study roadways and intersections using the traffic projections from **Section 3.1** above. The analysis will evaluate peak hour levels of service (LOS) for the 2018 Base Year No-Build and 2045 Build scenario. The analysis will use Synchro 10 to determine the lane requirements and roadway configurations for acceptable levels of service.

The 2045 Build analysis will include the proposed median installation along Jones Sausage Road and the roadway extension to US 70 Business. Intersection improvements will be proposed with the goal of achieving acceptable levels of service (assumed to be LOS D for overall intersection operations).

It is estimated that three intersections will be included in the analysis as described in more detail as follows:

- Jones Sausage Road / East Garner Road (SR 1004)
- Jones Sausage Road Ext / US 70 Business
- Jones Sausage Road Ext / Jones Sausage Road existing (near East Garner MS)

The capacity analysis will follow NCDOT Congestion Management guidelines dated July 1, 2015 and using procedures from the Highway Capacity Manual. Recommended storage lane lengths for turn lanes in the 2045 Build Alternative will be based on the 95<sup>th</sup> percentile queue length or the maximum observed queue from a simulation (whichever is larger).

The analysis results will be reported in the form of a Draft Technical Memorandum detailing the data, assumptions, and procedures used. It will report the resulting LOS and delay as appropriate. Figures will be provided that show peak hour volumes, recommended lane requirements, and potential storage lengths.

The Draft Technical Memorandum will be submitted to the Town for review. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the Town, the Draft Technical Memorandum will be updated and submitted concurrently to the Town and NCDOT. Any further comments received from the NCDOT's review will be addressed in a comment/response document with a proposed action for resolution. Upon approval from the Town and NCDOT of the proposed resolutions, the Consultant will update and resubmit a Final Technical Memorandum.

3.3) The Consultant will obtain readily available traffic accident/crash data for the project roadways from the Town or NCDOT. Crash data will be reviewed and summarized in a tabular format that clearly presents the pertinent information and included in the Capacity Analysis Technical Memorandum. The objective is to look for crash patterns that may be pertinent to the design of the project.

### **General**

Since the primary objective is to gain an understanding of how the proposed project might affect traffic operations in the corridor, the technical memos that support the conclusions for the Feasibility Study will be brief and consist of concise tables and figures that provide key traffic data with minimal text.

---

## **4.0 Conceptual Design**

Base mapping will be prepared at a scale suitable for design of one best fit alternative as identified below and review by stakeholders and the general public. Mapping will be created from an inventory of background information as described in **Section 2.0** and **Appendix A**.

The Consultant will prepare conceptual designs for one typical section as follows:

- 4-11' travel lanes with curb & gutter, 16' median with various turn lanes, 5' adjacent bicycle lanes (not striped), 4' utility strips, and 6' sidewalks.
- Includes a potential new bridge at the realigned rail crossing. The Consultant will evaluate the most cost-effective option for either the roadway going over or under the railroad. For scoping purposes, it is assumed that the roadway will need to be underneath the railroad due to the close proximity of the East Garner Road intersection.

“NCDOT Complete Streets Planning and Design Guidelines” will be referenced for the conceptual design. The designs and typical section will match to existing of the current road widening north of the project limits in the vicinity of the Amazon Fulfillment Center.

The design (in MicroStation) will include developing a plan view layout of the identified typical section, which will include horizontal alignment and the roadway features as defined above. Intersection improvements identified through the capacity analysis will be included. This layout shall be incorporated on the aforementioned base mapping to produce report figures and display maps.

The design will also include the following tie-ins:

- Management Way
- Morris Drive
- Jones Sausage Road proposed stub-out near East Garner Road MS



Roll plots will be prepared and submitted to the Town for review at 1" = 100'. The Consultant will prepare a comment/response document for any comments received from the review and a proposed action for resolution. If the resolutions are agreeable to the Town, the roll plots will be updated and submitted concurrently to the Town and NCDOT if desired. Any further comments received from the NCDOT review will be addressed in a comment/response document with a proposed action for resolution.

Assumptions on vertical alignment and cross-sections will be generated to develop construction limits, but will not be provided within the plans.

It is assumed there will be only two response/resolution cycles (to address Town and NCDOT comments) for two submittals (roll plots).

Additional details associated with the conceptual design and development of the plans are provided in **Appendix B**.

The project will be designed in accordance with and any updates there of:

- AASHTO – A Policy on Geometric Design of Highways and Streets
- NCDOT Roadway Design Manual
- 2018 NCDOT Standard Specifications for Roads and Structures
- 2018 NCDOT Roadway Standard Drawings

---

## 5.0 Cost and Impact Assessment

After completion of the conceptual design, the Consultant will prepare the following:

- Conceptual level construction cost estimate in excel;
- Assessment of ROW needs, impacts to adjacent properties, and estimated planning level ROW/easement acquisition costs;
- Assessment of the project's potential social effects on community resources and/or focal points; and
- GIS level environmental screening to define issues that may influence project feasibility and be the subject of special scrutiny in the NEPA process.

Utility Relocation estimates will not be provided under this scope of services; however, these may be included in the total cost estimate if provided by other sources.

The cost and impact assessment will be incorporated into the Report Documentation, addressed in **Section 7.0**.

---

## **6.0 Stakeholder Coordination/Visualization**

After completion of the cost and impact assessment, the Consultant will coordinate and conduct two stakeholder meetings to provide project information and solicit input. The Consultant will identify a location and schedule for the meeting, prepare materials, and facilitate the meeting.

The outreach for this 1st meeting could include staff and officials from the Town of Garner, Wake County, CAMPO, and NCDOT.

The outreach for this 2<sup>nd</sup> meeting could include potential developers and other interested parties, and other applicable business/community/advocacy associations within the project area as deemed necessary by the Town. With input from Town, the Consultant will prepare a stakeholder/mailling list.

The Consultant will prepare the materials for the meetings, a presentation, displays/maps, a project handout, and a comment form. A brief PowerPoint presentation summarizing the project will be prepared for viewing at the meeting and for potential posting on the Town's website. This does not include a public meeting. It is assumed that the materials will be the same for both meetings.

A briefing meeting will be held with the Town one week prior to the meeting. It is assumed that a maximum of three Consultant staff will participate in the meeting.

The Consultant will document the meeting and the input gathered in a meeting summary.

In addition (if deemed necessary by NCDOT and within the time constraints), the Consultant will develop plan view conceptual renderings and conceptual photo-simulation (elevation view) for the alternative. These renderings will include:

- One plan view color rendering depicting potential bridge and roadway layout, proposed pedestrian facilities (sidewalks, crosswalks, etc....), proposed sitework including landscaping.
- One conceptual photo-simulation of proposed infrastructure – from an eye-level perspective view of bridge depicting proposed span arrangement, structure details, materials and finishes.

---

## **7.0 Report Documentation**

Upon completion of the tasks outlined above, the Consultant will prepare the DRAFT Study report and corresponding graphics documenting the findings of the study. The DRAFT will be circulated to the appropriate Town personnel for review first and upon addressing the Town's comments, then submitted to NCDOT if desired. After both Town and NCDOT's comments have been addressed, the Consultant will create the FINAL Study report. It assumed that five hard copies of the DRAFT document will be provided. It is assumed a final transmittal

with five hard copies and two electronic copies of the FINAL Feasibility Study will be provided. A proposed outline for the Study report is listed below:

- I. General Description
- II. Background
- III. Traffic (figures)
- IV. Description of the typical section (figures)
- V. Community Issues/Potential Social Effects
- VI. Natural Environment Issues
- VII. Project Build Impacts and Cost Estimates
- VIII. Recommendations
- IX. Additional Comments
- X. Figures/Appendices

---

## **8.0 List of Deliverables**

- Draft and Final Traffic Projections Memorandum
- Draft and Final Capacity Analysis and Crash Study Technical Memorandum
- Draft and Final Roll Plots at a 1" = 100' scale
- Planning level opinion of probable cost
- Materials for stakeholder meeting; a presentation, displays/maps, a project handout, and a comment form
- Stakeholder Meeting Summary
- Draft and Final Study Report

## **Appendix A**

### **Base Mapping Content:**

1. Available topographic survey. Available survey base map to be provided by Town
2. Existing features with GIS for areas where topographic survey not available
3. Available aerial photography
4. Survey Data: existing baseline, ticks, stationing, curve data, PC and PT stations.
5. Existing ROW: ROW lines and width at key points and/or at ends of sheet (from GIS).
6. Property Information: property lines, subdivisions, major businesses at a minimum 300 feet from centerline.
7. Geographical Data: street names, city limits, US, NC and SR Route numbers, north arrow and scale, names of creeks and rivers
8. Matchlines
9. Major culverts and bridges: structure numbers, size, type, number of spans, etc.
10. Wetland and floodplain boundaries from GIS data
11. At major cross roads (-Y- lines), the above information will be shown for a distance of 600 feet on either side of the crossroad centerline for a distance along the -Y- line to sufficiently illustrate impacts along the -Y- lines.

## **Appendix B**

### **CONCEPTUAL DESIGN GUIDELINES**

The following items outline the guidelines for conceptual designs.

- 1) All designs shall be in accordance with the 2011 AASHTO's Policy on Geometric Design of Highways and Streets and NCDOT's Design Manual for Roadway Design.
- 2) The Consultant firm will submit the proposed conceptual designs, with corridor boundaries, on orthophotographic mapping.
- 3) Conceptual designs will be neat and legible in their presentation. The design alternative will be clearly identified on the orthophotography. All roads will be identified with route numbers as well as road names.
- 4) Items shown on the conceptual designs will include the following:
  - a. The centerline of the -L- Line only. Alignments will not be provided for Y-lines, ramps, No service roads or detours will be designed;
  - b. Typical Sections for the -L- Line only. No typical sections will be provided for the Y-lines;
  - c. No superelevation;
  - d. Assumed construction limits for the one alternative typical section for the -L- Line only;
  - e. Stationing along the mainline in 100-foot intervals;
  - f. Approximate right of way limits on -L- Line;
  - g. Vertical alignments and cross-sections will be generated to establish construction limits, but will not be provided with the deliverable;
  - h. Lane lines and proposed number of lanes, including proposed turn lanes recommended within the capacity analysis, on -L- Line;
  - i. Radius of horizontal curvature;
  - j. No vertical alignments.
  - k. Bridge and locations and their approximate lengths and widths;
  - l. Current and design year average daily traffic (ADT) volumes for the L-Line and Y-Lines with turning movements at all intersections and interchanges.
  - m. Environmentally sensitive areas (wetlands, historic sites and boundaries, etc.); and
  - n. Location of any significant future or planned development.
- 5) The scale of the conceptual designs will be 1"=100'.

# HDR Engineering, Inc. of the Carolinas

## Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

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

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished

Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

## 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: Lake Drive Improvements Engineering Design Scope and Fee		
Location on Agenda: Discussion		
Department: Planning		
Contact: Het Patel, AICP; Senior Planner - Transportation and Land Use		
Presenter: Het Patel, AICP; Senior Planner - Transportation and Land Use		
<b>Brief Summary:</b>  Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultants to identify scope of work and fee for completing preliminary engineering design for Lake Drive improvements to match the Dullis Circle typical to NC 50.		
<b>Recommended Motion and/or Requested Action:</b> If agreeable, consider recommending scope and fee to the consent agenda for May 6th Council Meeting.		
<b>Detailed Notes:</b>  The project limits cover widening, curb and gutter improvements to Lake Drive from Dullis Circle to NC 50 to bring the street up to Town standards. The project will also include evaluation and design of sidewalk improvements along Lake Drive from Dullis Circle to NC 50. Arcadis, the consultant, will perform the required engineering services related to the design and construction plans, as defined in the tasks identified in the attached scope of work. The consultant will also provide construction bid phase services as identified in the scope.		
<b>Funding Source:</b> Streets and Sidewalks Bond		
Cost: \$49,840	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
<b>Manager's Comments and Recommendations:</b>          		
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:	RD	
Town Clerk:		





## Planning Department Memorandum

---

**TO:** Mayor and Town Council Members

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

**SUBJECT:** *Lake Drive Improvements Scope and Fee*

**DATE:** April 22, 2019

---

### Background/Summary

The Town Council at the Council Retreat in 2019 and a subsequent Town Council Special Meeting on March 26, 2019 decided to identify Street and Sidewalk Bond funds towards advancing the Lake Drive Improvements project. Town Staff has been working with one of the On-Call Transportation Planning and Design Services consultant to identify scope of work and fee for completing preliminary engineering design for Lake Drive improvements to match the Dullis Circle typical to NC 50. This memo provides a brief overview/summary of the work to be performed under this contract including the attached scope of work and fee presented by the consultant.

### Lake Drive Improvements Preliminary Engineering

The project limits cover widening, curb and gutter improvements to Lake Drive from Dullis Circle to NC 50 to bring the street up to Town standards. The project will also include evaluation and design of sidewalk improvements along Lake Drive from Dullis Circle to NC 50. Arcadis, the consultant, will perform the required engineering services related to the design and construction plans, as defined in the tasks identified in the attached scope of work. The consultant will also provide construction bid phase services as identified in the scope.

### Scope of Work and Fee

The attached scope of work shows the tasks to be completed through this design engineering study. The work includes surveying, preliminary and final design plans and construction plans. The work will also include some stakeholder coordination with NCDOT and impacted property owners. The total fee identified for completing the tasks identified in the attached scope is: **\$49,840.**

**Scope of Work for Proposed  
Lake Drive Widening  
Town of Garner, North Carolina**

---

**LOCATION & DESCRIPTION**

Arcadis will prepare design plans to improve Lake Drive between NC 50 (Benson Highway) and Dullis Circle. The project will include roadway widening of Lake Drive to typical Garner roadway standards between Benson Highway and Hilltop Avenue and evaluate and design (as directed) sidewalk improvements along Lake Drive between NC-50 and Dullis Circle.

**DESIGN SERVICES**

**A. Database Preparation**

- **Study Area:** The project study area is defined as a 100-foot boundary along Lake Drive from Benson Highway (NC 50) to Dullis Circle (approximately linear 650 feet).
- **Property Boundary Survey:** This task will include performing a boundary survey of property parcels contained within the project study area. Included in this task is performing all property research of parcels contained within and adjoining the project as recorded in the public records of Wake County, field location of encroachments, existing easements, 100-year floodplain and road right-of-way information.
- **Property Boundary Survey Deliverable:** The final deliverable will be a plat of survey sealed by a North Carolina Professional Land Surveyor (PLS) and based on the North Carolina State Plane coordinate system. This plat will conform to all North Carolina state survey requirements. Also included will be a CaDD, .dwg for use by the design team. The platted boundary survey establishes the interests of the Town of Garner while facilitating any related acquisitions, easements and/or road right-of-way modifications as may be required.
- **Site Topographic Survey:** This task will include the field survey locations of topographic site features including break lines, ditch lines, stream lines, ground break points, edges of concrete, edges of asphalt, edges of gravel, buildings, drainage structures & culverts (including inverts, size and material), overhead utility locations, fences, and roadway features and alignments within the project limits. The ARCADIS survey team will establish horizontal and vertical control benchmarks throughout the project site per the NCDOT Location and Surveys Standards. The control points will be clearly shown on the plans.
- **Site Topographic Survey Deliverable:** A Digital Terrain Model (DTM) will be generated for use by the design team to accurately establish grading, drainage and quantify earthwork. The completed survey will be a topographic drawing at one-foot contour intervals that will serve as the base map for site design. Final submittal will be a AutoCaDD .dwg format based on the North Carolina State Plane horizontal coordinate system with elevations relative to the North American Vertical Datum 1988 (NAVD 88).

**B. Preliminary & Final Plans**

- Develop design criteria and typical sections
- Design preliminary roadway alignment alternatives
- Evaluate ROW and cost impacts of adding sidewalk to one or both sides of Lake Drive, and on both segments of Lake Drive (from NC-50 to Hilltop Avenue & Hilltop Avenue to Dullis Circle)
- Prepare cross sections at 20-foot intervals

- Plot preliminary slope stake lines and determine affected land parcels and utilities
- Prepare hydraulic analysis and drainage design
- Prepare plan sheets and ROW plans
- Notify utility owners of the proposed project and potential impacts
- Prepare quantities and construction cost estimate
- Submit plans to Town for review and comment
- Meet with the Town to discuss review comments
- Revise plans to address comments and submit for final approval
- Plot final slope stake lines on plan sheets.
- Prepare erosion control plan
- Coordinate with Utility owners impacted by the proposed design. Relocation plans to be developed by the impacted utility owner
- Plot & label proposed ROW and easements (both temporary and permanent) on plan sheets
- ROW construction cost estimate
- Set proposed right-of-way and prepare property acquisition descriptions and exhibits
- Coordinate with the Town for right-of-way acquisition

### **C. Construction Plans**

We will prepare a complete set of plans that will include all design elements necessary to bid and construct the proposed roadway improvements. The plan set will be in accordance with NCDOT requirements and will include:

- Title sheet with owner and engineer contact information and certifications
- General notes sheets including indexes, project notes and standard details
- Typical sections and special details sheets
- Estimated quantities and other tables and summaries.
- Proposed plan and profile sheet with storm drainage plan
- Cross section sheets
- Erosion control and grading plans
- Utility relocations plans (to be performed by Others)
- Traffic Control Plan (standard detail and notes)

The following tasks are included in the preparation of the construction plans:

- Perform in house QA/QC
- Final Construction cost estimate
- Utility Coordination
- Submit to Town for review and comment
- Submit to NCDOT for review and comment
- Submit to NCDEQ for erosion control approval (if over 1-acre disturbed area)
- Revise plans to address comments and resubmit for approval
- ROW coordination
- Prepare and submit final plans for construction
- Bid Phase Services: Prepare of bid docs and specifications for advertisement and attend pre-bid conference, bid opening, and prepare bid tabulation. Note: City will provide sample bid package to consultant for revision, post advertisement and provide information to bid holders

**DESIGN FEE:**

The above scope of services will be performed for a lump sum fee of \$49,840.

**SPECIFIC SERVICES NOT INCLUDED IN THE SCOPE**

It is our understanding that the following items are not needed or will be performed by others and are hereby specifically excluded from the scope. Should any of these items become necessary, we will be available to perform these services for an additional fee.

- Geotechnical investigations or design, pavement design to be coordinated with NCDOT
- Permit fees, any application fees or mitigation plans
- Right-of-way acquisition services
- Construction observation services
- As-Built Plans or record drawings
- Retaining Wall or other major structure design
- Utility relocation plans on behalf of utilities

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: Legislative Agenda		
Location on Agenda: Discussion		
Department: Administration		
Contact: Sam Bridges, Town Lobbyist		
Presenter: Sam Bridges, Town Lobbyist		
<b>Brief Summary:</b>  Each year the Town develops a list of initiatives that it puts forth to its Legislative Delegation for consideration during the legislative session. The list, although not a comprehensive list of all concerns and interests, provides a basis for discussion with our Local Delegation and others. Several of the agenda items seek to preserve or increase revenue options or to preserve local authority as it relates to various proposed bills.		
<b>Recommended Motion and/or Requested Action:</b> Endorse Legislative Agenda for Distribution and Discussion		
<b>Detailed Notes:</b>        		
<b>Funding Source:</b>  		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<b>Manager's Comments and Recommendations:</b> The Legislative Agenda compiles the Town's interest in various legislative items and provides some framework for the Town Lobbyist to work from.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	RD	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



# Town of Garner

## 2019 Legislative Agenda

### Municipal Authority

- Oppose legislation that limits municipal authority to plan for orderly growth and development.
  - Oppose H722/S355 – Land Use Regulatory Changes
  - Oppose S406 – Limit Conditional Zoning
- Oppose legislation that shifts to taxpayers the costs of overseeing development and completing development-initiated infrastructure. NCLM
  - Oppose H492 – Builder Inventory Exclusion

### Public Safety

- Only support legislation providing additional post-employment benefits to public employees that includes a funding mechanism to fully support the cost and liability of the benefit and support the study of existing post-employment benefits, such as special separation allowance programs, to ensure that the liability of providing the benefit isn't solely borne by the last employer. NCLM
  - Oppose H278/S179 – Special Separation Allowance for State and Local Firefighters and Rescue Squad Workers
- Support legislation that would clarify what is legal with respect to sweepstakes gaming operations.

### Public Infrastructure

- Seek legislation to ensure that the amount of Powell Bill funds appropriated by the state are sustained and distributions to municipalities are increased and grow over time. NCLM
- Seek legislation to boost funding availability for public transit and transportation programs. NCLM
- Seek legislation to provide additional grant funding to municipalities for equipment and facility needs for public safety (fire, police, EMS). NCLM
- Support measures, such as additional funding, to enhance cities' ability to meet federal and state stormwater control mandates. NCLM
- Support the increase of funding available through the Strategic Transportation Investments Program (STIP) and specifically additional funding for secondary roads. GPB
- Support the submission of the Invest NC Bond on the November 2020 ballot. GPB
- Support increased funding for the Parks and Recreation Trust Fund. GPB

## Municipal Services

- Oppose legislation that imposes vague or onerous operational standards for inspection departments.
  - Oppose H675 – Building Code Regulatory Reform
- Oppose legislation that imposes a financial burden on citizens of communities who have made difficult choices to fund repairs, replacements and improvements of their utility systems.
  - Oppose regressive funding mechanisms of H570/S536 – Water/Wastewater Public Enterprise Reform
  - Support goals of H570/S536 – Water/Wastewater Public Enterprise Reform if required management improvement processes are added

## Economic Growth

- Support legislation that will provide sufficient funding at the state level for incentive programs such as a competitive film incentive program, state historic preservation tax credits, and the Main Street Solutions fund necessary to grow jobs and the economy. NCLM

## Fiscal Health

- Seek legislation to provide municipalities with additional locally-controlled revenue options and flexibility in the use of these options. NCLM
- Seek legislation to alter the current statutes governing distribution of local sales taxes by requiring a one-year delay in implementation when a county or the legislature changes its method of distributing sales tax revenue. NCLM
- Support legislation which defends the fiscal integrity of the Local Government Employees' Retirement System and its defined benefit structure, promotes reasonable pension reforms that are prospective in nature, and meets the needs of local employees, employers, and retirees. NCLM

**NCLM** – Indicates that this item is one of the North Carolina League of Municipalities' Municipal Advocacy Goals.

**GPB** – Indicates that this item is from the Governor's Proposed Budget.

## Garner's Legislative Delegation

### House

#### **Representative Julie Von Haefen**

Democrat - District 36

(919) 715-0795

[Julie.vonHaefen@ncleg.net](mailto:Julie.vonHaefen@ncleg.net)

#### **Representative Rosa Gill**

Democrat - District 33

(919) 733-5880

[Rosa.Gill@ncleg.net](mailto:Rosa.Gill@ncleg.net)

### Senate

#### **Senator Jay Chaudhuri**

Democrat - District 18

(919) 715-6400

[Jay.Chaudhuri@ncleg.net](mailto:Jay.Chaudhuri@ncleg.net)

#### **Senator Sam Searcy**

Democrat – District 17

(919) 733-5653

[Sam.Searcy@ncleg.net](mailto:Sam.Searcy@ncleg.net)

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: New Garner Recreation Center Gymnasium Murals		
Location on Agenda: Discussion		
Department: Parks, Recreation & Cultural Resources		
Contact: Sonya Shaw, PRCR Director		
Presenter: Sonya Shaw, PRCR Director		
Brief Summary:  PRCR Staff recommends artist Sean Kernick complete gymnasium wall murals and main entrance logo for the new recreation center.		
Recommended Motion and/or Requested Action:		
Detailed Notes:		
Funding Source: Community Development Block Grant (CDBG)		
Cost:	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input 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:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		





To: Mayor Williams and Garner Town Council  
From: Sonya R. Shaw, Parks, Recreation and Cultural Resources Director  
Date: 4.23.19  
Re: New Garner Recreation Center Gymnasium Murals

A portion of funds from the Community Development Block Grant (CDBG) received for the recreation center allows for \$10,000 of the CDBG grant to be used for public art.

Garner Parks, Recreation & Cultural Resources staff worked with local artist Sean Kernick to develop murals for the new recreation center gymnasium walls and walking track and logo for the main entrance. Mr. Kernick was recently introduced to Garner as the artist responsible for the colorful and creative mural at Full Bloom Coffee on Main Street.

Proposed art concepts for the new recreation center include wall murals with silhouettes of youth and adults actively engaged in basketball, volleyball, walking and running. Estimated fees are \$12,000 for the main gymnasium wall mural, running track wall mural and the main entrance logo.

Based upon staff review of conceptual artwork designs, staff recommends Sean Kernick complete wall murals and main entrance logo at the new recreation center.



# Garner Recreation Center Artwork

Concept Exploration

02/26/19

# Center Court Artwork

“Larger than Life!”



The main wall on the center court would be framed on each side with the dark blue matching the other walls. This would be an opportunity to showcase the GRC logo large in the top-center so it can be seen from the street. The main composition would feature six athletes overlayed in action utilizing the branded colors.

# Center Court Artwork

“Larger than Life!”





# Entrance logo



The GRC logo would be featured prominently above the desk in the main entrance of the center.

# Running Track Concept



This concept features a handful of runners silhouetted on an energetic graphic created with the branded color palette. A unique set of runners and slightly adjusted design backdrop will be featured on both ends of the track.

# Running Track Concept



# Project Summary & Estimate



- **Project Breakdown**

- **Main Wall Mural**

- Includes large logo, blue pillars & silhouetted players

- **Entrance Logo Sign**

- Large full color logo above main desk

- **Running Track Murals**

- 2 unique illustrations featuring runners silhouetted on a graphic background

- **Estimate**

- **\$12k**

- Includes all supplies, scaffold rentals & labor



# About the Artist

Sean Kernick



Bonafide left-brain/right-brain guy whose eclectic skill set is as varied as his comic book collection. A Motown Philadelphian who has grown roots in Raleigh, NC making murals, publishing magazines and exploring new ways to tell stories larger than life with a can of paint and a ladder.

“Family, friendship, and artwork are the pillars that keep my foundation secure. I am always looking to expand and explore all forms of artistic expression.”



**Sincerely,**

**Sean Kernick**

919.522.0149

seankernick@gmail.com

www.SeanKernick.com

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: Timber Drive Sidewalks - Supplemental Agreement #1		
Location on Agenda: Discussion		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
Brief Summary:  Staff to present Supplemental #1 with design consultant (SEPI Engineers) for support with upcoming public meeting and compiling a database of all public comments.		
Recommended Motion and/or Requested Action: Authorize the Town Manager to execute supplemental agreement #1 with SEPI in an amount not exceed \$5,629.		
Detailed Notes: Staff requests Town Council's approval of Supplemental #1 for \$5,629 to provide support with 1 public meeting, including preparation of a meeting handout and attendance at the public meeting. In addition, SEPI will compile all comments received at the meeting in a database with any planned corrective action for each comment. This work was excluded from the original agreement as a cost saving measure. Due to this being a federal LAPP project these steps are a requirement. Due to multiple recent vacancies in the Engineering Department, assistance from the design consultant is necessary to ensure all public involvement steps are handled per federal requirements.		
Funding Source: Steet & Sidewalk bond funds		
Cost: \$5,629	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input 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:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Timber Drive Sidewalk – Public Involvement  
Supplement #1**

**NCDOT TIP C-5604RA  
Scope of Work – 4/8/19**

The following Scope of Services represents the necessary services to assist the Town of Garner with holding a public meeting for the Timber Drive Sidewalk project. This is considered to be Supplement #1 to the existing project contract between the Town of Garner and SEPI Engineering and Construction, Inc., dated Nov 7, 2018.

The following services will be included in this scope:

**Public Involvement**

---

SEPI will prepare the following materials and facilitate one project information meeting for the project. SEPI will not provide LEP/Language Assistance services nor be involved with sending out notices or announcements.

1. Handout Packet – SEPI will develop a 2-page (each 8.5x11”) double sided color project handout that will explain the purpose, impacts, timing and cost of the project. Stapled to this handout will be design maps (2-page (each 8.5x11”) double sided color) and Comment Sheet (2-page (each 8.5x11”) double sided black/white). Drafts of each item will be submitted to the Town for review before reproduction. SEPI will not be responsible for maintenance of a project website or other social media for the project. SEPI will print up to 50 sets of the handout packet for the meeting.
2. Project Information Meeting - SEPI will assist the Town in holding one 90-minute project information meeting (from 6 PM to 7:30 PM) to present 25% plans at a location central to the project area (to be determined by the Town). SEPI will provide two staff members for the meeting (1 engineer + 1 administrator). SEPI will develop and provide materials necessary for the project information meeting. This will include sign-in sheets, informational boards (up to 5), and large-scale project mapping. All items will be submitted in digital form to the Town for review and comment prior to reproduction for the meeting.
3. Comment Database and Evaluation of Comments – SEPI will receive and scan all comments received, develop a comment database and store and organize all comments received from the meeting. SEPI will summarize all comments and provide the full database as well as the comment summary document to the Town.

**Fee**

SEPI proposes to undertake this work based on the following fee proposal:

Labor	\$5,129
Direct Costs (Printing)	\$500
<b>TOTAL</b>	<b>\$5,629</b>

Manhour Breakdown:

	Senior Planner	Planner	Engineer	Admin
Handout	1	20	4	1
Comment Sheet	.5	4	2	2
Meeting			4	4
Comment Database/Summary	1	8	1	1
TOTAL HRS	2.5	32	11	8
AVE LOADED RATE	\$166	\$85	\$126	\$76
subtotals	\$415	\$2,720	\$1,386	\$608
TOTAL	\$5,129			

Town of Garner  
Town Council Meeting  
Agenda Form

Meeting Date: April 30, 2019		
Subject: New Rand Road Sidewalk		
Location on Agenda: Discussion		
Department: Legal		
Contact: William E. Anderson, Town Attorney		
Presenter: William E. Anderson, Town Attorney		
Brief Summary:  The requested action is to approve some adjusted prices for utility and temporary construction easements.		
Recommended Motion and/or Requested Action: Consider Adopting (2019) 2373		
Detailed Notes:		
Funding Source: Sidewalk Bonds		
Cost: \$1,409.65	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input 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:	WEA	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

RESOLUTION NO. (2019) 2373

A RESOLUTION OF INTENT TO ACQUIRE RIGHTS-OF-WAY AND  
EASEMENTS NEEDED FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS  
ON NEW RAND ROAD, BY NEGOTIATED PURCHASE IF POSSIBLE  
OR BY EMINENT DOMAIN WHERE REQUIRED

WHEREAS, the Town Council of the Town of Garner is undertaking the construction of certain roadway improvements on New Rand Road and its intersections with US 70 and Garner Road, and has previously approved acquisition of the needed interests in real property as relates to the properties described herein, and the purport of this Resolution is to adjust slightly the square footages as made necessary by some revisions in construction plans and utility easements, and to adjust compensation vales as determined to be applicable either in order to consummate a negotiated purchase or to secure appropriate funds to deposit with the Clerk of Court as necessary.

1. Property Address: 0 New Rand Road, Garner, NC 27529

To acquire a permanent utility easement consisting of temporary construction easement consisting of 635.2 square feet as shown on survey map by Kimley-Horn and Associates, Inc., dated 1/24/2019 on file at the Garner Town Hall;

PIN #: 1711709375

Owner(s): Lillie I. Sanders

Permanent Utility Easement:	(691.0 sq. ft.)	\$ 699.85
Temporary Construction Easement:	(215.7 sq. ft.)	\$ 87.38
Total:		\$ 787.23

2. Property Address: 0 New Rand Road, Garner, NC 27529

To acquire a permanent utility easement consisting of 815 square feet as shown on survey map by Kimley-Horn and Associates, Inc., dated 1/24/2019 on file at the Garner Town Hall;

PIN #: 1711709490

Owner(s): Lillie I. Sanders

Permanent Utility Easement: (1,035.5 sq. ft.) \$ 963.72

3. Property Address: 116 New Rand Road, Garner, NC 27529

To acquire right-of-way consisting of 241.1 square feet, and a temporary construction easement consisting 330.4 square feet as shown on survey map by Kimley-Horn and Associates, Inc., dated 1/24/2019 on file at the Garner Town Hall;

PIN #: 1711812100

Owner(s): Lula Leach Heirs

Right-of-way: (241.1 sq. ft.) \$ 842.27

Temporary Construction Easement: (330.4 sq. ft.) \$ 230.85

Total: \$ 1,073.12

4. Property Address: 514 E. Main Street, Garner, NC 27529

To acquire a temporary construction easement consisting of 606.4 square feet as shown on survey map by Kimley-Horn and Associates, Inc., dated 1/24/2019 on file at the Garner Town Hall;

PIN #: 1711813766

Owner(s): Bible Holiness Church of Garner, Inc.

Temporary Construction Easement: (606.4 sq. ft.) \$ 800.00

THIS RESOLUTION. adopted this 30<sup>th</sup> day of April, 2019.

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

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