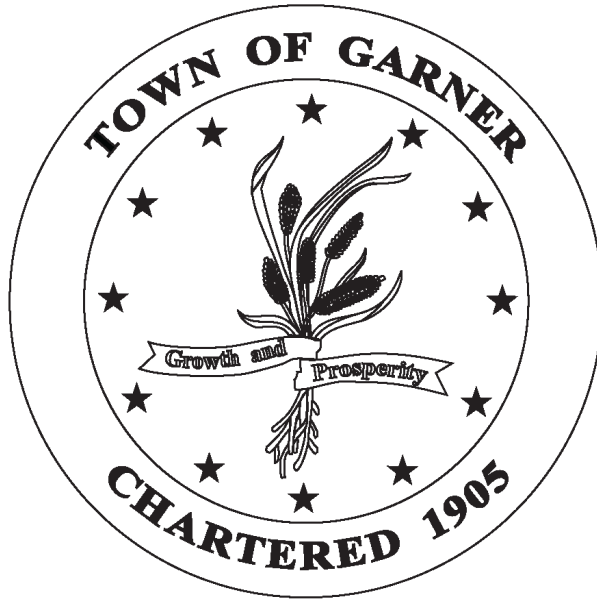


# **TOWN OF GARNER**



## **TOWN COUNCIL MEETING**

June 3, 2019  
7:00 P.M.

Garner Town Hall  
900 7th Avenue  
Garner, NC 27529

**Town of Garner  
Town Council Agenda  
June 3, 2019**

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

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

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

- B. PLEDGE OF ALLEGIANCE: Mayor ProTem Ken Marshburn

- C. INVOCATION: Mayor ProTem Ken Marshburn

- D. PETITIONS AND COMMENTS

*This portion of the meeting is to receive comments from the public on items not included in this agenda. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. The Board is interested in hearing your concerns but may not act or deliberate on the subject matter brought up during the Petitions and Comments segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda.*

- E. ADOPTION OF AGENDA

- F. PRESENTATIONS

- G. CONSENT

1. Authorization for Wake County Revenue to Levy and Collect Town of Garner ..... Page 5  
Property Tax  
Presenter: Pam Wortham, Finance Director

This Resolution authorizes the Wake County Revenue Administrator to levy and collect property taxes for the Town of Garner for the FY 2019/2020 budget year.

Action: Consider Adopting Resolution (2019) 2377

2. Stop Conditions – McCullers Townhomes ..... Page 7  
Presenter: Chris Johnson, Town Engineer

The Engineering Department is seeking approval for two stop conditions and one speed limit sign (25mph) within the McCuller's Walk Townhomes.

Action: Consider approving stop conditions within the McCuller's Walk Townhomes

3. Audit Contract with Mauldin & Jenkins for FY 18-19 ..... Page 10  
Presenter: Pam Wortham, Finance Director

Audit contract with Mauldin & Jenkins to audit the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2019. The contract is the standard contract required for use by the Local Government Commission.

Action: Consider Authorizing the Execution of contract in the amount of \$29,500.

4. Ordinance Amending FY 2018/2019 Operating Budget (Third Quarter) ..... Page 19  
Presenter: Pam Wortham, Finance Director

This budget amendment request is to cover expenditures previously discussed with Council as part of the Third Quarter review, and also to alleviate strain for FY 2019-2020 budget. We request to move funds to cover the first installment for the WRAL advertising, to repurpose incentive funding that is unclaimed and use for a contribution to the GEDC, and to move funds to cover items that were originally requested in next year's budget to be purchased this year.

Action: Consider adopting Ordinance (2019) 3977.

5. Jones Sausage Road Conceptual Design Scope and Fee ..... Page 23  
Presenter: Het Patel, Senior Planner

Design scope of work and fee submitted by HDR, a Town-approved on-call transportation planning and design service consultant, at the request of Town staff for a conceptual design/feasibility study covering approximately 1.1 miles of Jones Sausage Road from just south of the Amazon Fulfillment Center to US Highway 70. The project will include widening Jones Sausage Road (four-lane divided with median) 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 grade separation with the North Carolina Railroad (NCRR) line and corridor.

Action: Consider Authorizing Town Manager to execute Jones Sausage Road Conceptual Design contract with on-call consultant.

6. Miss Garner Mid-Year Funding Request ..... Page 40  
Presenter: Harold Garner

The Miss Garner Scholarship Organization is requesting funding of \$800 to cover costs associated with the formal sendoff of Miss Garner Outstanding Teen to the Miss America Outstanding Teen Pageant.

Action: Approval is required to allocate funding.

7. Nuisance Abatements ..... Page 42  
Presenter: Pam Wortham, 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 adopting Resolution (2019) 2378.

#### H. PUBLIC HEARINGS

1. Annexation 19-03, Buffalo Springs ..... Page 45  
Presenter: David Bamford, Planning Services Manager

Contiguous annexation petition submitted by William & Kay Buffaloe and Cardiff Shea for 23 +/- acres located on Buffaloe Road, and may be further identified as Wake County PINs# 1700-65-1045 (1.97 acres); 1700-65-4039 (15.8 acres); 1700-64-3525 (rear 3.03 acres); and 1700-64-3392 (rear 1.9 acres).

Action: Consider adopting annexation ordinance (2019) 3975.

2. Annexation 19-04, Byrd Property ..... Page 51  
Presenter: David Bamford, Planning Services Manager

Contiguous annexation petition submitted by Vic Byrd for 5.5 +/- acres located on Mechanical Boulevard, further identified as Wake County PIN# 1701-88-4197.

Action: Consider adopting annexation ordinance (2019) 3976.

3. FY 2019-2020 Recommended Budget Public Hearing ..... Page 57  
Presenter: Mike Franks, Budget & Special Projects Manager

Town Council and the general public will be provided an opportunity for discussion and input related to the FY 2019-2020 Recommended Budget. The recommended budget is currently available for review on the Town's website, at Town Hall, and at the Southeast Regional Library.

Action: Receive Comments

4. FY 2019 - 2020 Economic Development Budget Hearing ..... Page 80  
Presenter: Mike Franks, Budget and Special Projects Manager

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

Action: Public Comment



I. NEW/OLD BUSINESS

1. Amendment 2 - Swift Creek Land Management Plan ..... Page 83  
Presenter: Jeff Triezenberg, Planning Director

Swift Creek Land Management Plan amendment submitted by Wake County on behalf of the Wake County Board of Education to re-designate 12.187 +/- acres from "Rural" to "New Urban" at the southeast corner of Yates Mill Pond and Tryon roads.

Action: Consider authorizing Mayor to sign attached Second Amendment.

2. Consideration of Facility Naming Policy ..... Page 95  
Presenter: Matt Roylance, Assistant Town Manager – Operations

The attached Facility Naming Policy has been reviewed by staff and the Law and Finance Committee and is ready for consideration by Town Council.

Action: Consider approval of the attached Facility Naming Policy.

J. COMMITTEE REPORTS

1. HR Committee

K. MANAGER REPORTS

1. garner info

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. CLOSED SESSION

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

O. ADJOURNMENT

Town of Garner  
Town Council Meeting  
Agenda Form

|  |                                 |   |
|--|---------------------------------|---|
| Meeting Date: June 3, 2019   |                                 |   |
| Subject: Authorization for Wake County Revenue to Levy and Collect Town of Garner Property Tax   |                                 |   |
| Location on Agenda: Old/New Business   |                                 |   |
| Department: Finance  |                                 |   |
| Contact: Pam Wortham, Finance Director   |                                 |   |
| Presenter: Pam Wortham, Finance Director   |                                 |   |
| Brief Summary:<br><br>This Resolution authorizes the Wake County Revenue Administrator to levy and collect property taxes for the Town of Garner for the FY 2019/2020 budget year. |                                 |   |
| Recommended Motion and/or Requested Action:<br>Consider adopting Resolution (2019) 2377  |                                 |   |
| 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:   | PW                              |   |
| Finance Director:  | PW                              |   |
| Town Attorney:   |                                 |   |
| Town Manager:  | RD                              |   |
| Town Clerk:  |                                 |   |

**RESOLUTION NO. (2019) 2377**

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

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

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

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

Witness my hand and official seal, this 3<sup>rd</sup> day of June, 2019.

---

Ronnie S. Williams, Mayor

ATTEST:

---

Stella L. Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

|   |                                 |   |
|---|---------------------------------|---|
| Meeting Date: June 3, 2019  |                                 |   |
| Subject: Stop Conditions within McCuller's Walk Townhomes   |                                 |   |
| Location on Agenda: Consent   |                                 |   |
| Department: Engineering   |                                 |   |
| Contact: Chris Johnson, Town Engineer   |                                 |   |
| Presenter: Chris Johnson, Town Engineer   |                                 |   |
| Brief Summary:<br><br>The Engineering Department is seeking approval for two stop conditions and one speed limit sign (25mph) within the McCuller's Walk Townhomes. |                                 |   |
| Recommended Motion and/or Requested Action:<br>Consider approving stop conditions within the McCuller's Walk Townhomes.   |                                 |   |
| Detailed Notes:<br>See attached memo and map.   |                                 |   |
| 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:  | CJ                              |   |
| Finance Director:   |                                 |   |
| Town Attorney:  |                                 |   |
| Town Manager:   | RD                              |   |
| Town Clerk:   |                                 |   |



**Town of Garner**  
900 7<sup>th</sup> Avenue, Garner, NC 27529  
Phone 919-772-4688 \* Fax 919-662-8874  
[www.GarnerNC.gov](http://www.GarnerNC.gov)

TO: Rodney Dickerson, Town Manager  
FROM: Chris Johnson, PE - Town Engineer  
DATE: May 22, 2019  
SUBJECT: Stop Conditions within McCullers Walk Townhomes, Phase 3

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

|   | <u>Stop Condition</u> | <u>Through Street</u> |
|---|-----------------------|-----------------------|
| 1 | Amber Acorn Avenue    | Misty Pike Drive      |
| 2 | Misty Pike Drive      | Amber Acorn Avenue    |

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

Attachment: McCullers Walk Townhomes Phase 3 Map



Town of Garner  
Town Council Meeting  
Agenda Form

|   |  |  |
|---|--|--|
| Meeting Date: June 3, 2019  |  |  |
| Subject: Audit Contract with Mauldin & Jenkins for FY 18-19   |  |  |
| Location on Agenda: Consent   |  |  |
| Department: Finance   |  |  |
| Contact: Pam Wortham, Finance Director  |  |  |
| Presenter: Pam Wortham, Finance Director  |  |  |
| Brief Summary:<br><br>Audit contract with Mauldin & Jenkins to audit the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2019. The contract is the standard contract required for use by the Local Government Commission. |  |  |
| Recommended Motion and/or Requested Action:<br>Consider Authorizing the Execution of contract in the amount of \$29,500   |  |  |
| Detailed Notes:   |  |  |
| Funding Source:<br>FY 18-19 General fund budget   |  |  |
| Cost: \$29,500  | One Time: <input checked="" type="radio"/> | Annual: <input type="radio"/> No Cost: <input type="radio"/> |
| Manager's Comments and Recommendations:<br>Town manager is satisfied with the previous work of Mauldin & Jenkins and; therefor, recommends execution of contract.   |  |  |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>   |  |  |
| Agenda Form Reviewed by:  | Initials:                                  | Comments:  |
| Department Head:  | PW   |  |
| Finance Director:   | PW   |  |
| Town Attorney:  |  |  |
| Town Manager:   | RD   |  |
| Town Clerk:   |  |  |

|     |  |
|-----|--|
| The | Governing Board  |
|     | Town Council   |
| of  | Primary Government Unit                                    |
|     | Garner   |
| and | Discretely Presented Component Unit (DPCU) (if applicable) |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |   |
|-----|---|
| and | Auditor Name  |
|     | Mauldin & Jenkins, PLLC                                 |
|     | Auditor Address   |
|     | 200 Galleria Parkway, Suite 1700 Atlanta, Georgia 30339 |

*Hereinafter referred to as Auditor*

|     |                    |                       |
|-----|--------------------|-----------------------|
| for | Fiscal Year Ending | Audit Report Due Date |
|     | 06/30/19           | 10/31/19              |

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on



eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment. see attached engagement letter

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

Number 25 above, because the Auditor does not have 25 or more employees in the State of North Carolina.

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

**FEES FOR AUDIT SERVICES**

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

**20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.**

**PRIMARY GOVERNMENT FEES**

|                                      |             |
|--------------------------------------|-------------|
| Primary Government Unit              | Garner      |
| Audit                                | \$29,500    |
| Writing Financial Statements         | \$          |
| All Other Non-Attest Services        | \$          |
| 75% Cap for Interim Invoice Approval | \$22,125.00 |

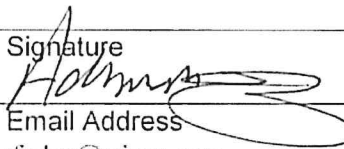
**DPCU FEES (if applicable)**

|                                      |    |
|--------------------------------------|----|
| Discretely Presented Component Unit  |    |
| Audit                                | \$ |
| Writing Financial Statements         | \$ |
| All Other Non-Attest Services        | \$ |
| 75% Cap for Interim Invoice Approval | \$ |



## SIGNATURE PAGE

## AUDIT FIRM

|  |   |
|--|---|
| Audit Firm<br>Mauldin & Jenkins, PLLC                            |   |
| Authorized Firm Representative (typed or printed)<br>Adam Fraley | Signature<br> |
| Date<br>05/21/19   | Email Address<br>afraley@mjcpa.com  |

## GOVERNMENTAL UNIT

|  |               |
|--|---------------|
| Governmental Unit<br>Garner  |               |
| Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |               |
| Mayor/Chairperson (typed or printed)   | Signature     |
| Date   | Email Address |

|  |               |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date   | Email Address |

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

|  |               |
|--|---------------|
| Primary Governmental Unit Finance Officer (typed or printed) | Signature     |
| Date of Pre-Audit Certificate                                | Email Address |

**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

|   |               |
|---|---------------|
| DPCU  |               |
| Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |               |
| DPCU Chairperson (typed or printed)   | Signature     |
| Date  | Email Address |

|  |               |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| Date   | Email Address |

**DPCU – PRE-AUDIT CERTIFICATE**  
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

|   |               |
|---|---------------|
| DPCU Finance Officer (typed or printed) | Signature     |
| Date of Pre-Audit Certificate           | Email Address |

Remember to print this form, and obtain all  
required signatures prior to submission.

PRINT

Town of Garner  
Town Council Meeting  
Agenda Form

|   |  |  |
|---|--|--|
| Meeting Date: June 3, 2019  |  |  |
| Subject: Ordinance Amending FY 2018/2019 Operating Budget (Third Quarter)   |  |  |
| Location on Agenda: Consent   |  |  |
| Department: Finance   |  |  |
| Contact: Pam Wortham, Finance Director  |  |  |
| Presenter: Pam Wortham, Finance Director  |  |  |
| Brief Summary:<br><br>This budget amendment request is to cover expenditures previously discussed with Council as part of the Third Quarter review, and also to alleviate strain for FY 2019-2020 budget. We request to move funds to cover the first installment for the WRAL advertising, to repurpose incentive funding that is unclaimed and use for a contribution to the GEDC, and to move funds to cover items that were originally requested in next year's budget to be purchased this year. |  |  |
| Recommended Motion and/or Requested Action:<br>Consider adopting Ordinance (2019) 3977.   |  |  |
| Detailed Notes:   |  |  |
| Funding Source:<br>Budget additional revenues and move expenditure budgets  |  |  |
| Cost: \$79,000  | 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:  | PW   |  |
| Finance Director:   | PW   |  |
| Town Attorney:  |  |  |
| Town Manager:   | RD   |  |
| Town Clerk:   |  |  |



---

---

## FINANCE DEPARTMENT MEMORANDUM

---

**TO:** RODNEY DICKERSON, TOWN MANAGER  
**FROM:** PAM WORTHAM, FINANCE DIRECTOR  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** JUNE 3, 2019

---

### GENERAL FUND

This request is to formalize the requests brought to Council earlier for Third Quarter.

- WRAL advertising \$9,000.
- Overland Contracting was unable to meet the requirements as stipulated in the incentive agreement between the Town of Garner and Overland Contracting/Black and Veatch and therefore cannot receive the grant of \$70,000 that the Town of Garner had approved for them in July of 2015. This being the case, the company, Overland Contracting, chose to surrender their grant from the Town of Garner and will not be pursuing/eligible Garner incentives. We propose to utilize \$45,000 of this for GEDC.
- Staff has identified various items in the FY 2019 – 2020 budget that could be purchased utilizing FY 2018 – 2019 appropriations. As a result, funding of \$64,000 has been appropriated to make these purchases.

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

ORDINANCE NO. (2019) 3977

ORDINANCE AMENDING ORDINANCE NO. (2018) 3916  
WHICH ESTABLISHED THE 2018 – 2019 OPERATING BUDGET

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

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

**General Fund Budget Changes:**

| Department/<br>Category | Description                     | Current   | Amended   | Net Change |
|-------------------------|---------------------------------|-----------|-----------|------------|
| <b>Expenditures</b>     |                                 |           |           |            |
| 10450000-521440-45001   | Econ Dev-Bus Recruit            | \$16,450  | \$12,250  | -\$4,200   |
| 10450000-521441         | Econ Dev-Bus Retention          | 1,700     | 900       | -800       |
| 10450000-522600-45001   | Econ Dev-Advertising            | 2,500     | 2,293     | -207       |
| 10425000-521100         | Comm-Postage                    | 500       | 0         | -500       |
| 10425000-521200         | Comm-Printing                   | 2,000     | 1,428     | -572       |
| 10425000-522600         | Comm-Advertising                | 7,800     | 14,984    | +7,184     |
| 10425000-525300         | Comm-Dues & Subscript           | 1,365     | 800       | -500       |
| 10425000-523399         | Comm-Cont Svcs                  | 68,405    | 68,000    | -405       |
| 10455000-521450         | Economic Incentives             | 70,000    | 25,000    | -45,000    |
| 10451000-524341         | GEDC                            | 0         | 45,000    | +45,000    |
| 10565000-537400         | Fleet Mgt-Noncapital Equip      | 0         | 10,595    | +10,595    |
| 10564000-523300         | Facilities-Dept Supplies        | 56,807    | 61,807    | +5,000     |
| 10511000-523399         | Police-Noncapital Equip         | 112,275   | 135,567   | +23,292    |
| 10511000-523600         | Police-Uniforms                 | 58,250    | 69,174    | +10,924    |
| 10511000-523300         | Police-Dept Supplies            | 56,279    | 57,968    | +1,689     |
| 10470000-523300         | Inspections-Dept Supplies       | 4,950     | 7,950     | +3,000     |
| 10461000-523300         | Planning-Dept Supplies          | 5,070     | 5,570     | +500       |
| 10425000-523399         | Communications-Noncapital Equip | 0         | 9,000     | +9,000     |
| 10441000-521000         | Finance-Prof Svcs               | 57,914    | 72,914    | +15,000    |
| <b>Revenues</b>         |                                 |           |           |            |
| 10305000-465030         | Miscellaneous Revenues          | 20,000    | 71,500    | +51,500    |
| 10303000-432410         | Building Permit Fees            | 1,198,236 | 1,201,236 | +3,000     |
| 10303000-432210         | Subdivision Fees                | 15,000    | 15,500    | +500       |
| 10304000-454010         | Interest Earnings               | 479,000   | 503,000   | +24,000    |

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

Duly adopted this 3<sup>rd</sup> day of June, 2019.

---

Ronnie S. Williams, Mayor

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

Town of Garner  
Town Council Meeting  
Agenda Form

|  |  |  |
|--|--|--|
| Meeting Date: June 3, 2019   |  |  |
| Subject: Jones Sausage Road Conceptual Design Scope and Fee  |  |  |
| Location on Agenda: Consent  |  |  |
| Department: Planning   |  |  |
| Contact: Het Patel, AICP; Senior Planner   |  |  |
| Presenter: Het Patel, AICP; Senior Planner   |  |  |
| <b>Brief Summary:</b><br><br>Design scope of work and fee submitted by HDR, a Town-approved on-call transportation planning and design service consultant, at the request of Town staff for a conceptual design/feasibility study covering approximately 1.1 miles of Jones Sausage Road from just south of the Amazon Fulfillment Center to US Highway 70. The project will include widening Jones Sausage Road (four-lane divided with median) 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 grade separation with the North Carolina Railroad (NCRR) line and corridor. |  |  |
| <b>Recommended Motion and/or Requested Action:</b><br>Authorize Town Manager to execute Jones Sausage Road Conceptual Design contract with on-call consultant.   |  |  |
| <b>Detailed Notes:</b><br><br>The attached scope of work and fee were presented to Town Council at the April 30th Worksession. As defined in the tasks listed in the attached scope of work, HDR will perform the required planning, environmental and engineering services related to the feasibility/conceptual study. Based on Council's direction from the Worksession, the general terms and conditions of the contract have been updated to remove language identified during the Work Session by Council.   |  |  |
| <b>Funding Source:</b><br>Streets and Sidewalks Bond   |  |  |
| Cost: \$109,919  | One Time: <input checked="" type="radio"/> | Annual: <input type="radio"/> No Cost: <input type="radio"/> |
| <b>Manager's Comments and Recommendations:</b><br>Contract has been reviewed by Town Attorney.   |  |  |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>  |  |  |
| Agenda Form Reviewed by:   | Initials:                                  | Comments:  |
| Department Head:   | JT   |  |
| Finance Director:  |  |  |
| Town Attorney:   |  |  |
| Town Manager:  | RD   |  |
| Town Clerk:  |  |  |

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

**THIS AGREEMENT** is made as of this 3rd day of June, 2019, between the Town of Garner, North Carolina (“OWNER”), and HDR ENGINEERING, INC. OF THE CAROLINAS, (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Jones Sausage Road Realignment Conceptual Design (“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 lump sum. Payment made based on invoices submitted in the first week of each month based on project work completed in the prior month.

The amount of the lump sum is: **\$109,919**

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described and included in schedule provided in Exhibit A.

**SECTION VI. SPECIAL PROVISIONS**

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

TOWN OF GARNER

"OWNER"

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

NAME: Rodney Dickerson

TITLE: Town Manager

ADDRESS: 900 Seventh Avenue  
Garner, NC 27529

HDR ENGINEERING, INC OF THE  
CAROLINAS.

"ENGINEER"

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

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

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

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

**ATTACHMENTS:**

**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**  
**Revised May 3, 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 grade separated railroad bridge for the existing and future rail lines over Jones Sausage Road. It is anticipated this task order will cover a 6-month period, beginning in June 2019 to December 2019.

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 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 and Avenue at White Oak 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 grade separation at the realigned rail crossing. 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 and US 70 intersections.

"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;
- Generic utility relocation estimate to be completed using best available information from GIS and other sources such as as-builts or record drawings
- 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.

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'.

# TASK ORDER #01 DRAFT SCHEDULE

COUNTY:  
DIVISION:  
STATE PROJECT:  
F.A. PROJECT:

Wake  
5

DESCRIPTION: Jones Sausage Road Improvements (SR 5220)  
from just south of Amazon Fulfillment Center to just south of US 70 Business  
ENGINEERING FIRM: HDR, Inc.  
SUBCONTRACTORS:

SCOPE OF WORK: Feasibility Study

Original Schedule Date: May 24, 2019  
Revised Schedule Date:

| <u>Description</u>                                   | <u>Scheduled Date</u> | <u>Actual Date</u> |
|--|-----------------------|--------------------|
| Consultant's Notice to Proceed Authorized            | 6/4/19                |                    |
| Consultant submits Draft Traffic Estimate            | 6/28/19               |                    |
| Draft Traffic Estimate Reviewed                      | 7/12/19               |                    |
| Consultant submits Final Traffic Estimate            | 7/19/19               |                    |
| Environmental Screening & Base Mapping prepared      | 7/26/19               |                    |
| Consultant submits Draft Capacity Analysis           | 8/2/19                |                    |
| Draft Capacity Analysis Reviewed                     | 8/16/19               |                    |
| Consultant submits Updated Capacity Analysis         | 8/23/19               |                    |
| Consultant submits Conceptual Designs                | 9/20/19               |                    |
| Conceptual Designs Reviewed                          | 10/4/19               |                    |
| Submit Revised Conceptual Designs and Cost & Impacts | 11/1/19               |                    |
| Hold Stakeholder Meeting(s)                          | 11/22/19              |                    |
| Stakeholder Meeting(s) Summary                       | 12/6/19               |                    |
| Submit Draft Feasibility Study                       | 12/20/19              |                    |
| Draft Feasibility Study Reviewed                     | 1/10/20               |                    |
| Final Feasibility Study Report                       | 1/24/20               |                    |

# HDR Engineering, Inc.

## 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.

### 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.

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. 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.

## **16. 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: June 3, 2019  |  |  |
| Subject: Miss Garner Mid Year Funding Request   |  |  |
| Location on Agenda: Consent   |  |  |
| Department: Administration  |  |  |
| Contact: Mike Franks, Budget and Special Projects Manager   |  |  |
| Presenter: Harold Garner  |  |  |
| <b>Brief Summary:</b><br><br>The Miss Garner Scholarship Organization is requesting funding of \$800 to cover costs associated with the formal send off of Miss Garner Outstanding Teen to the Miss America Outstanding Teen Pageant.   |  |  |
| <b>Recommended Motion and/or Requested Action:</b><br>Approval is required to allocate funding  |  |  |
| <b>Detailed Notes:</b><br><br>Miss Garner Outstanding Teen won the North Carolina Outstanding Teen event. As a result, the Miss Garner Scholarship Organization is requesting funding of \$800 to cover costs associated with the formal send off of Miss Garner Outstanding Teen to the Miss America Outstanding Teen Pageant. |  |  |
| <b>Funding Source:</b><br>Interest Income could be used   |  |  |
| Cost: \$800   | One Time: <input checked="" type="radio"/> | Annual: <input type="radio"/> No Cost: <input type="radio"/> |
| <b>Manager's Comments and Recommendations:</b><br>Request meets the intent of the Mid-Year Funding Policy.  |  |  |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>   |  |  |
| Agenda Form Reviewed by:  | Initials:                                  | Comments:  |
| Department Head:  | MR   |  |
| Finance Director:   |  |  |
| Town Attorney:  |  |  |
| Town Manager:   | RD   |  |
| Town Clerk:   |  |  |

# Mid-Year Agency Funding Application



| Agency Information     |                              |
|------------------------|------------------------------|
| Agency                 | MISS GARNER Scholarship org. |
| Contact Name           | HAROLD GARNER                |
| Street Address         | P.O. Box 251                 |
| City, State & Zip Code | GARNER, NC 27529             |
| Phone                  | 919-349-8559                 |
| Fax                    |                              |
| E-Mail Address         | HGARNER@HOTMAIL.COM          |

| Funding  |          |
|--|----------|
| Amount of Funding Requested  | \$800-00 |
| <p>Please describe the purpose of requested funding: (All funds must be spent for a public purpose and fall within a category as listed on Attachment "A")</p> <p>FUNDING TO BE USED IN PREPARING FOR SEND OFF OF GARNER'S OUTSTANDING TEEN AS MISS NC OUTSTANDING TEEN TO MISS AMERICA OUTSTANDING TEEN PAGEANT</p> |          |

| Funding History  |
|--|
| <p>Has this agency ever submitted a funding request to the Town of Garner?</p> <p>YES* <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>*Please indicate when request was made and outcome of request.</p> <p>ANNUALLY GRANT</p> |

| 501(c) 3 Status   |
|---|
| Please attach proof of agency 501(c)3 status to this application <u>N/A</u> |

| Agreement and Signature  |                                |
|--|--------------------------------|
| By submitting this application, I affirm that the facts set forth in it are true and complete. |                                |
| Name (printed)   | HAROLD R GARNER                |
| Signature  | <i>[Handwritten Signature]</i> |
| Date   | 5-24-19                        |

Town of Garner  
Town Council Meeting  
Agenda Form

|   |                                 |   |
|---|---------------------------------|---|
| Meeting Date: June 3, 2019  |                                 |   |
| Subject: Nuisance Abatements  |                                 |   |
| Location on Agenda: Consent   |                                 |   |
| Department: Finance   |                                 |   |
| Contact: Pam Wortham, Finance Director  |                                 |   |
| Presenter: Pam Wortham, Finance Director  |                                 |   |
| Brief Summary:<br><br>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:<br>Consider Adopting Resolution (2019) 2378   |                                 |   |
| 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 type="radio"/> No: <input checked="" type="radio"/>   |                                 |   |
| Agenda Form Reviewed by:  | Initials:                       | Comments:   |
| Department Head:  | PW                              |   |
| Finance Director:   | PW                              |   |
| Town Attorney:  |                                 |   |
| Town Manager:   | RD                              |   |
| Town Clerk:   |                                 |   |

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

## **RESOLUTION NO. (2019) 2378**

### **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   |
|------------------|--------------------|----------------|--------|
| 1114 Flanders Dr | Nancy L. Bingham   | 106873         | 160.41 |
| 320 W. Garner Rd | Willie Woods Heirs | 79561          | 261.23 |

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 3<sup>rd</sup> day of June, 2019.

(Town Seal)

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

ATTEST:

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

Town of Garner  
Town Council Meeting  
Agenda Form

|  |  |  |
|--|--|--|
| Meeting Date: June 3, 2019   |  |  |
| Subject: ANX-19-03, Buffalo Springs  |  |  |
| Location on Agenda: Public Hearings  |  |  |
| Department: Planning   |  |  |
| Contact: David Bamford, AICP; Planning Services Manager  |  |  |
| Presenter: David Bamford, AICP; Planning Services Manager  |  |  |
| Brief Summary:<br><br>Contiguous annexation petition submitted by William & Kay Buffalo and Cardiff Shea for 23 +/- acres located on Buffalo Road, and may be further identified as Wake County PINs# 1700-65-1045 (1.97 acres); 1700-65-4039 (15.8 acres); 1700-64-3525 (rear 3.03 acres); and 1700-64-3392 (rear 1.9 acres). |  |  |
| Recommended Motion and/or Requested Action:<br>Consider adopting annexation ordinance (2019) 3975.   |  |  |
| Detailed Notes:<br>An associated conditional use subdivision plan and rezoning (CUP-SB-18-04 and CUD-Z 18-08) for Buffalo Springs was approved by the Town Council on January 22, 2019.  |  |  |
| Funding Source:  |  |  |
| Cost:  | 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:   | JT   |  |
| Finance Director:  |  |  |
| Town Attorney:   |  |  |
| Town Manager:  | RD   |  |
| Town Clerk:  |  |  |

## Planning Department Memorandum

---

**TO:** Mayor and Town Council

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

**SUBJECT:** ***ANX-19-03: Buffaloe Springs***

**DATE:** June 3, 2019

---

**ANNEXATION APPLICATION:** ANX-19-03

**OWNERS:** William & Kay Buffaloe, Cardiff Shea

**CONTIGUOUS / SATELLITE:** Contiguous

**LOCATION OF PROPERTY:** Buffaloe Road

**WAKE COUNTY PIN #:** 1700-65-1045 (1.97 acres); 1700-65-4039 (15.8 acres); 1700-64-3525 (rear 3.03 acres); 1700-64-3392 (rear 1.9 acres)

**REAL ESTATE ID #:** 0193865, 0009790, 0022110 (portion), 0077407 (portion)

**AREA:** 23 +/- acres

**ZONING:** MF-1 C207

**ASSOCIATED DEVELOPMENT PLAN:** CUP-SB-18-04 and CUD-Z 18-08 (Buffaloe Springs) approved January 22, 2019

**RECOMMENDATION:** Adopt annexation ordinance

**KEY DATES:**

SET PUBLIC HEARING: May 6, 2019

PUBLIC HEARING: June 3, 2019

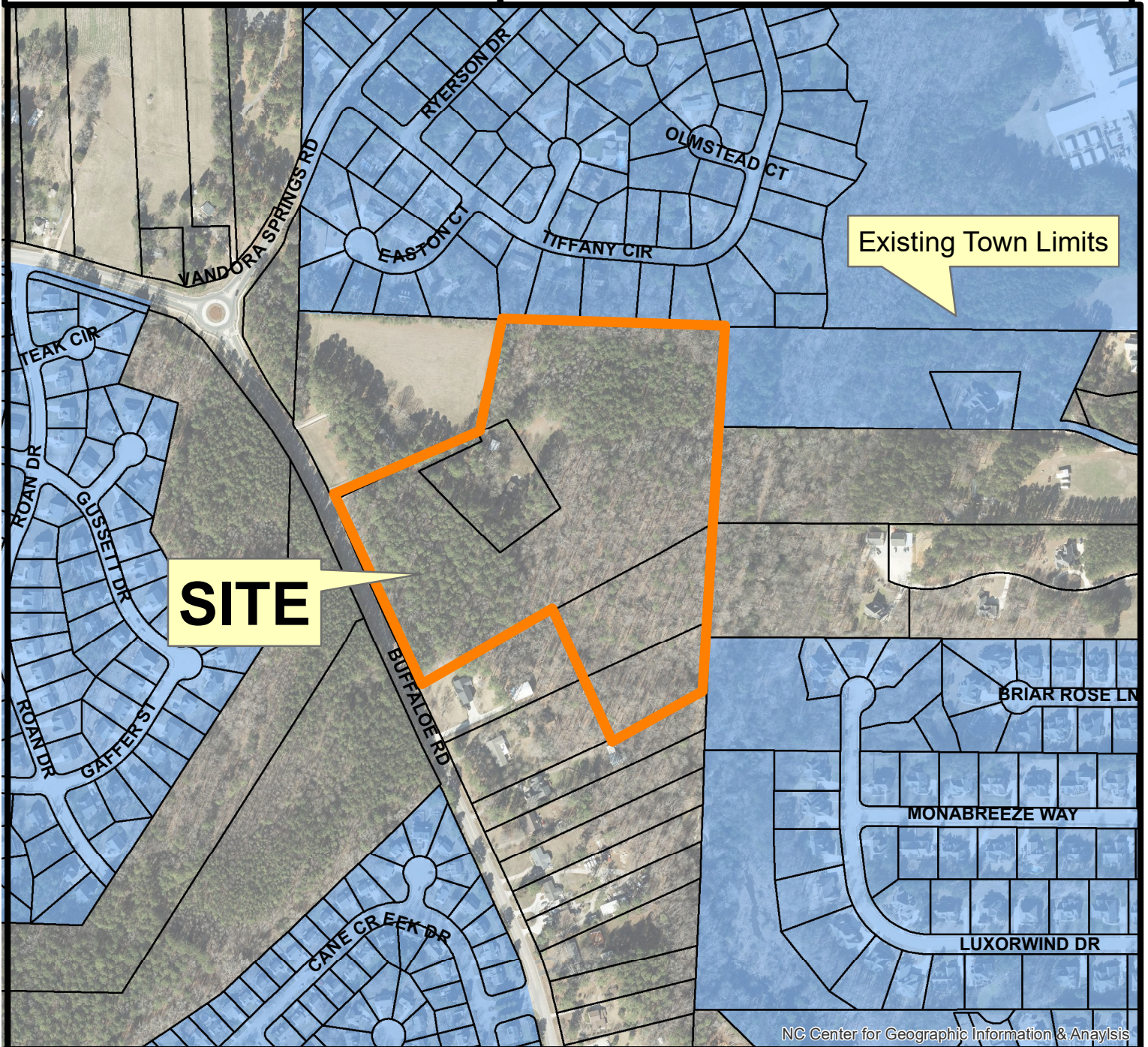
ANNEXATION EFFECTIVE: June 3, 2019



**Town of Garner  
Planning Department**

**Annexation  
ANX 19-03**

0 300 600  
Feet



Project: Buffalo Springs

Owner: William & Kay Buffaloe, Cardiff Shea

Area: 23

Pin: 1700651045 (1.97 acres); 1700654039 (15.8 acres);  
1700643525 (rear 3.03 acres); 1700643392 (rear 1.9 acres)





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

## ORDINANCE NO. (2019) 3975

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

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

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the Town Hall at 7:00 p.m. on June 3, 2019, after due notice by publication in the News & Observer on May 17, 2019; and

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

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

**Section 1.** By virtue of the authority granted by G.S. 160A 31, as amended, the following described territory, is hereby annexed and made part of the Town of Garner as of June 3, 2019.

#### **(ANX 19-03) Buffalo Springs – Contiguous annexation**

WAKE COUNTY PINS #: 1700-65-1045 (1.97 acres); 1700-65-4039 (15.8 acres); 1700-64-3525 (rear 3.03 acres); 1700-64-3392 (rear 1.9 acres). The properties are located at 1606, 1608, and 1800 Buffalo Road, totaling approximately 23.0 acres +/-.

**Section 2.** Upon and after the 3rd day of June, 2019, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Garner and shall be entitled to the same privileges and benefits as other parts of

the Town of Garner. Said territory shall be subject to municipal taxes according to G.S. 160A 58.10.

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

Adopted this 3rd day of June, 2019.

---

Ronnie S. Williams, Mayor

ATTEST:

---

Stella L. Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

|  |  |  |
|--|--|--|
| Meeting Date: June 3, 2019   |  |  |
| Subject: ANX-19-04, Byrd Property  |  |  |
| Location on Agenda: Public Hearings  |  |  |
| Department: Planning   |  |  |
| Contact: David Bamford, AICP; Planning Services Manager  |  |  |
| Presenter: David Bamford, AICP; Planning Services Manager  |  |  |
| Brief Summary:<br><br>Contiguous annexation petition submitted by Vic Byrd for 5.5 +/- acres located on Mechanical Boulevard, further identified as Wake County PIN# 1701-88-4197. |  |  |
| Recommended Motion and/or Requested Action:<br>Consider adopting annexation ordinance (2019) 3976.   |  |  |
| Detailed Notes:<br>An associated administrative site plan, (SP-17-19) Dynamic Drive, is in review.   |  |  |
| Funding Source:  |  |  |
| Cost:  | 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:   | JT   |  |
| Finance Director:  |  |  |
| Town Attorney:   |  |  |
| Town Manager:  | RD   |  |
| Town Clerk:  |  |  |



## Planning Department Memorandum

---

**TO:** Mayor and Town Council

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

**SUBJECT:** ***ANX-19-04: Byrd Property***

**DATE:** June 3, 2019

---

|                              |  |
|------------------------------|--|
| ANNEXATION APPLICATION:      | ANX-19-04                                      |
| OWNERS:                      | Vic Byrd                                       |
| CONTIGUOUS / SATELLITE:      | Contiguous                                     |
| LOCATION OF PROPERTY:        | Mechanical Boulevard                           |
| WAKE COUNTY PIN #:           | 1701-88-4197                                   |
| REAL ESTATE ID #:            | 0025203  |
| AREA:                        | 5.5 +/- acres                                  |
| ZONING:                      | SB   |
| ASSOCIATED DEVELOPMENT PLAN: | SP 17-19 (Dynamic Drive Site Plan - in review) |
| RECOMMENDATION:              | Adopt annexation ordinance                     |

**KEY DATES:**

|                       |              |
|-----------------------|--------------|
| SET PUBLIC HEARING:   | May 6, 2019  |
| PUBLIC HEARING:       | June 3, 2019 |
| ANNEXATION EFFECTIVE: | June 3, 2019 |

**Town of Garner  
Planning Department**

**Annexation  
ANX 19-04**

0 300 600  
Feet



NC Center for Geographic Information & Analysis

Project: Dynamic Drive  
Owner: Vic Byrd  
Area: 5.5  
Pin: 1701884197



# **SURVEYOR CERTIFICATION**

I, ANDREW P. ZIEMNIAK, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, AS DESCRIBED IN DEEDS AND MAPS OF RECORD OR OTHER SOURCES REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS GREATER THAN 1: 10,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

## **PRELIMINARY - NOT FOR SALES, RECORDATION OR CONVEYANCES**

ANDREW P. ZIEMNIAK, NC PLS NO. L-5334 DATE

### **NOTES:**

1. THE PURPOSE OF THIS SURVEY IS TO RECOMBINE A PORTION OF PROPERTY OWNED BY VICTOR G. BYRD & ROGER B. BYRD (DB 10703, PG 1980), INTO PROPERTY OWNED BY VICTOR G. BYRD & CAROLYN F. BYRD (DB 11015, PG 970).
2. NO TITLE REPORT FURNISHED & ALL ENCUMBRANCES MAY NOT BE SHOWN.
3. AREAS COMPUTED BY COORDINATE METHOD.
4. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
5. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
6. ALL PROPERTY CORNERS SET ARE 5/8" IRON REBAR UNLESS OTHERWISE NOTED HEREON.
7. LOT WITH PIN: 1701-87-4686 IS SHOWN PER WAKE COUNTY GIS. NO DEED OR PLAT OF RECORD FOUND.

### **SURVEY CONTROL / GRID TIE NOTES**

- 1) CLASS OF SURVEY: CLASS A
- 2) POSITIONAL ACCURACY: H: 0.031', V: 0.037'
- 3) TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATIC NETWORK (VRS)
- 4) DATE OF GPS SURVEY: 08/15/2017
- 5) HORIZONTAL DATUM: NAD83 (2011) NC STATE PLANE COORDINATE SYSTEM  
VERTICAL DATUM: NAVD88
- 6) PUBLISHED/FIXED-CONTROL USE:  
HORIZONTAL  
NAME: RALEIGH DOT CORS ARP PID: DG4687  
LATITUDE: 35°45'49.50795" ELLIPSOID HEIGHT: 51.789 m  
LONGITUDE: 78°34'44.39448" GEOID HEIGHT: -33.237 m  
ELEVATION: 279.00 EPOCH: 2010
- 7) GEOID MODEL: GEOID 12B
- 8) COMBINED FACTOR: 0.99989477
- 9) UNITS: U.S. SURVEY FEET
- 10) GPS ANTENNA: TRIMBLE R8-3
- 11) ADJUSTMENT: SURVEY DATA WAS POST PROCESSED WITH TRIMBLE BUSINESS CENTER (TBC) USING A NETWORK LEAST SQUARES ADJUSTMENT AT THE 95% CONFIDENCE LEVEL.

### **PROPERTY DATA**

CURRENT OWNERS: VICTOR G BYRD, ROGER BRENT BYRD & VICTOR G BYRD, CAROLYN F BYRD  
MAILING ADDRESS: 700 MAXWELL DR  
RALEIGH, NC 27603  
NC PINs: 1701-88-4197, 1701-87-4686, 1701-88-2486  
REID's: 25203, 124257, 170341  
ZONED: SB

### **FLOOD CERTIFICATION**

UPON EXAMINATION OF FLOOD INSURANCE RATE MAPS, PANEL NUMBER 1701 OF COMMUNITY NUMBER 370240 (WAKE COUNTY), BEARING MAP # 3720170100J, DATED MAY 2, 2009: THE SUBJECT PROPERTY LIES IN ZONE "X", WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE CONDITIONS 1% ANNUAL CHANCE FLOODPLAIN.

### **LEGEND**

PROPERTY LINE SURVEYED  
PROPERTY LINE TO BE REMOVED  
LINE NOT SURVEYED  
EXISTING FENCE  
RIGHT-OF-WAY LINE  
EXISTING IRON PIPE FOUND  
EXISTING IRON REBAR FOUND  
EXISTING CONC MONUMENT FOUND  
EXISTING AXLE FOUND  
COMPUTED POINT  
IRON PIPE SET  
COMPUTED EASEMENT POINT  
PROPERTY ADDRESS

### **ABBREVIATIONS**

AC ACRES  
CONC CONCRETE  
DB DEED BOOK  
IPF IRON PIPE FOUND  
IRF IRON REBAR FOUND  
IRS IRON REBAR SET  
MON MONUMENT  
N/F NOW OR FORMERLY  
PB PLAT BOOK  
PC PROPERTY CORNER  
PG PAGE  
R/W RIGHT-OF-WAY  
SF SQUARE FEET  
TYP TYPICAL  
W/ WITH

### **PROPERTY TABLE**

|  |                       |
|--|-----------------------|
| PIN: 1701-88-2486:                       |                       |
| ACREAGE PRE-RECOMBINATION.....           | 41,103 SF / 0.944 AC  |
| ACREAGE POST-RECOMBINATION.....          | 88,760 SF / 2.038 AC  |
| PIN: 1701-88-4197:                       |                       |
| ACREAGE PRE-RECOMBINATION.....           | 242,422 SF / 5.565 AC |
| ACREAGE POST-RECOMBINATION.....          | 194,765 SF / 4.471 AC |
| PIN: 1701-87-4686 (SEE NOTE #7):         |                       |
| ACREAGE PRE-RECOMBINATION.....           | 37,648 SF / 0.864 AC  |
| (INCLUDING R/W DEDICATION AREA)          |                       |
| ACREAGE POST-RECOMBINATION.....          | 37,648 SF / 0.864 AC  |
| (INCLUDING R/W DEDICATION AREA)          |                       |
| R/W DEDICATION AREA = 4591 SF / 0.105 AC |                       |
| TOTAL ACREAGE                            |                       |
| PRE-RECOMBINATION.....                   | 321,173 SF / 7.373 AC |
| POST RECOMBINATION.....                  | 321,173 SF / 7.373 AC |

## **SUBDIVISION EXEMPTION/EASEMENT DEDICATION**

PLANNING DIRECTOR (PRINT)  
TOWN OF GARNER

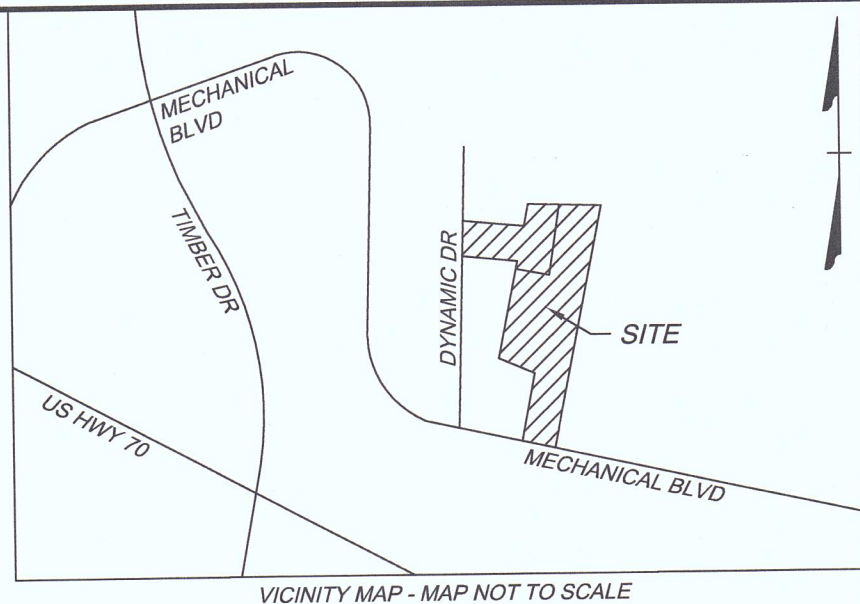
PLANNING DIRECTOR (SIGNATURE)  
TOWN OF GARNER

DATE

N/F  
STATE OF NORTH CAROLINA  
PIN: 1702-80-6512  
DB N/A, PG N/A  
ZONED: CM, DX-3 (RALEIGH)

REFERENCES  
DB 6588, PG 196  
DB 10703, PG 1980  
DB 10966, PG 1080  
DB 11015, PG 970  
DB 12098, PG 1685  
DB 15528, PG 517  
DB 16139, PG 140  
DB 16153, PG 1884  
BM 2003, PG 1445

NC GRID  
NAD83 (2011)



### **CERTIFICATE OF OWNERSHIP**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF GARNER, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION.

DATE OWNER (PRINTED) OWNER (SIGNATURE)

### **NOTARY PUBLIC CERTIFICATE**

STATE OF

COUNTY OF

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED HEREIN AND IN THE CAPACITY INDICATED:

DATE: , 2019

PRINTED NAME: NOTARY PUBLIC

MY COMMISSION EXPIRES:

### **CERTIFICATE OF OWNERSHIP**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF GARNER, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION.

DATE OWNER (PRINTED) OWNER (SIGNATURE)

### **NOTARY PUBLIC CERTIFICATE**

STATE OF

COUNTY OF

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED HEREIN AND IN THE CAPACITY INDICATED:

DATE: , 2019

PRINTED NAME: NOTARY PUBLIC

MY COMMISSION EXPIRES:

### **CERTIFICATE OF OWNERSHIP**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE TOWN OF GARNER, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION.

DATE OWNER (PRINTED) OWNER (SIGNATURE)

### **NOTARY PUBLIC CERTIFICATE**

STATE OF

COUNTY OF

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED HEREIN AND IN THE CAPACITY INDICATED:

DATE: , 2019

PRINTED NAME: NOTARY PUBLIC

MY COMMISSION EXPIRES:

### **REVIEW OFFICER CERTIFICATE**

WAKE COUNTY, NORTH CAROLINA

I, REVIEW OFFICER FOR THE ABOVE COUNTY AND STATE, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

SCALE 1" = 100'

0' 100' 200'

RECOMBINATION PLAT  
VICTOR G BYRD,  
ROGER BRENT BYRD  
AND  
VICTOR G BYRD,  
CAROLYN F BYRD  
GARNER, NORTH CAROLINA

|                     |                    |
|---------------------|--------------------|
| ST. MARY'S TOWNSHIP | WAKE COUNTY        |
| DATE: 10/30/17      | SCALE: 1" = 100'   |
| SHEET 1 OF 1        | J.N.:40345         |
| DRAWN BY: JT/MW     | CHECK BY: JC       |
| FIELD EDIT BY: JT   | MAP CHECKED BY: JT |



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

ORDINANCE NO. (2019) 3976

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

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

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition, and a public hearing on the question of this annexation was held at the Town Hall at 7:00 p.m. on June 3, 2019, after due notice by publication in the News & Observer on May 17, 2019; and

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

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

**Section 1.** By virtue of the authority granted by G.S. 160A 31, as amended, the following described territory, is hereby annexed and made part of the Town of Garner as of June 3, 2019.

**(ANX 19-04) Vic Byrd – Contiguous annexation**

WAKE COUNTY PIN #: 1701-88-4197, further identified as 1504 Mechanical Boulevard and totaling 5.5 +/- acres.

**Section 2.** Upon and after the 3rd day of June, 2019, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Garner and shall be entitled to the same privileges and benefits as other parts of the Town of Garner. Said territory shall be subject to municipal taxes according to G.S. 160A 58.10.

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

Adopted this 3rd day of June, 2019.

---

Ronnie S. Williams, Mayor

ATTEST:

---

Stella L. Gibson, Town Clerk

Town of Garner  
Town Council Meeting  
Agenda Form

|   |                                 |   |
|---|---------------------------------|---|
| Meeting Date: June 3, 2019  |                                 |   |
| Subject: FY 2019-2020 Recommended Budget Public Hearing   |                                 |   |
| Location on Agenda: Public Hearings   |                                 |   |
| Department: Administration  |                                 |   |
| Contact: Mike Franks, Budget & Special Projects Manager   |                                 |   |
| Presenter: Mike Franks, Budget & Special Projects Manager   |                                 |   |
| Brief Summary:<br><br>Town Council and the general public will be provided an opportunity for discussion and input related to the FY 2019-2020 Recommended Budget. The recommended budget is currently available for review on the Town's website, at Town Hall, and at the Southeast Regional Library. |                                 |   |
| Recommended Motion and/or Requested Action:<br>Receive Comments   |                                 |   |
| Detailed Notes:<br>Staff will provide an overview of the FY 2019 - 2020 Recommended Budget as well as an update on recent budget discussions with Council.  |                                 |   |
| 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 type="radio"/> No: <input checked="" type="radio"/>   |                                 |   |
| Agenda Form Reviewed by:  | Initials:                       | Comments:   |
| Department Head:  | MR                              |   |
| Finance Director:   |                                 |   |
| Town Attorney:  |                                 |   |
| Town Manager:   | RD                              |   |
| Town Clerk:   |                                 |   |



# FY 2019 – 2020 BUDGET SUMMARY



# Presentation Overview

- Review Recommended Budget
- Review Potential Changes to Recommended Budget
- Future Budget Dates



# Major Themes

- The Recommended Budget is the first step in a multi-year process to address structural issues
- Growth in core requirements exceeds available revenues despite continued growth with expansions in the real estate base
- The Recommended Budget is balanced utilizing all available mechanisms
- Most core requirements are addressed but many deserving decision packages were not approved

# Budget Highlights

- Property tax rate recommended to increase by 3 cents from 53.25 to 56.25 cents per \$100
- Includes five new positions
- Includes reductions of \$416,925 and unfunded decision packages totaling \$1,521,394

# Multi-Year Forecast

- New tool prepared by staff to review baseline funding requirements in future years
- Designed to help ensure the Town is positioned to address future priorities and requirements
- Initial forecast identified structural deficit

# Structural Deficit

- Based on the current five-year forecast, projected increases in revenue will not significantly reduce the structural deficit

|                           | FY 2020          | FY 2021          | FY 2022          | FY 2023          | FY 2024          |
|---------------------------|------------------|------------------|------------------|------------------|------------------|
|                           | Projected Budget | Projected Budget | Projected Budget | Projected Budget | Projected Budget |
| Total Available Resources | \$35,999,422     | \$37,662,007     | \$38,705,719     | \$41,860,855     | \$44,039,017     |
| Less Total Expenditures   | \$37,451,518     | \$39,049,614     | \$39,976,182     | \$42,795,629     | \$44,985,096     |
|                           |                  |                  |                  |                  |                  |
| Net Balance/(Shortfall)   | (\$1,452,096)    | (\$1,387,607)    | (\$1,270,463)    | (\$934,774)      | (\$946,079)      |

# Budget Drivers

- Funding of over \$163k to cover costs associated with the November 2020 election
- Funding of nearly \$184k to cover solid waste costs associated primarily with customer growth
- Significant funding to cover costs associated with additional Town facilities/properties
- Funding of nearly \$134k to cover the Local Government Employees' Retirement System Board of Trustees decision to increase contribution rates for retirement
- Funding of nearly \$437k to cover merit-based salary adjustments and positions approved out of cycle or partially in FY 2018 - 2019

# Budget Drivers

- Funding of \$365k is being redirected to support street resurfacing efforts
- Town is funding debt service of \$354k and annual VERT increment as part of plan to transition away from using debt financing to pay for vehicles

# Revenue Highlights

- Increase in Town-wide assessed property value of \$190.7 million, or 5.5 percent
- Increase of \$301,135, or 4.5 percent, in Sales Tax
- Increase of \$130,000, or 31.7 percent, in Interest Income
- Increase of \$102,212, or 43.8 percent, in Recreation Fees
- Increase of \$90,000, or 14.1 percent, in Motor Vehicle Fees

# Average Per Household Tax Impact

| Wake County Municipalities | Property Tax Rate | Annual Property Tax <sup>1</sup> | Annual Solid Waste Fees | Annual Water & Sewer Charges | Annual Storm Water Fees | TOTAL          |
|----------------------------|-------------------|----------------------------------|-------------------------|------------------------------|-------------------------|----------------|
| Garner                     | \$0.5325          | \$974                            | \$0                     | \$684                        | \$0.00                  | \$1,658        |
| Knightdale                 | \$0.4300          | \$827                            | \$178                   | \$684                        | \$48.00                 | \$1,737        |
| Fuquay-Varina              | \$0.4325          | \$983                            | \$171                   | \$787                        | \$0.00                  | \$1,942        |
| Morrisville                | \$0.3900          | \$1,201                          | \$0                     | \$759                        | \$24.96                 | \$1,986        |
| Raleigh                    | \$0.4382          | \$1,154                          | \$187                   | \$676                        | \$60.00                 | \$2,078        |
| Wake Forest                | \$0.5200          | \$1,403                          | \$0                     | \$684                        | \$0.00                  | \$2,087        |
| Wendell                    | \$0.4900          | \$774                            | \$264                   | \$1,092                      | \$0.00                  | \$2,131        |
| Apex                       | \$0.4150          | \$1,263                          | \$235                   | \$655                        | \$0.00                  | \$2,153        |
| Cary                       | \$0.3500          | \$1,228                          | \$204                   | \$759                        | \$0.00                  | \$2,191        |
| Holly Springs              | \$0.4325          | \$1,277                          | \$192                   | \$734                        | \$36.00                 | \$2,239        |
| Rolesville                 | \$0.4800          | \$1,399                          | \$264                   | \$684                        | \$0.00                  | \$2,348        |
| Zebulon                    | \$0.5920          | \$840                            | \$231                   | \$1,329                      | \$24.00                 | \$2,425        |
| <b>Average</b>             | <b>\$0.4586</b>   | <b>\$1,110</b>                   | <b>\$161</b>            | <b>\$794</b>                 | <b>\$16.08</b>          | <b>\$2,120</b> |

\* Rates and fees based on FY 2018 - 2019 totals as prepared by the City of Raleigh

<sup>1</sup> Home values used to calculate property tax totals are based on the average tax value of homes according to Wake County tax records



# Revenue Summary

|                                  | FY 2017 - 2018      | FY 2018 - 2019      | FY 2018 - 2019      | FY 2019 - 2020      | Increase/Decrease  |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
|                                  | Actual              | Adopted             | Revised             | Recommended         | From Adopted       |
| <b>Categories</b>                |                     |                     |                     |                     |                    |
| <b>Revenue Categories</b>        |                     |                     |                     |                     |                    |
| Property Tax                     | \$17,992,564        | \$18,569,806        | \$18,569,806        | \$20,657,275        | \$2,087,469        |
| Permits and Fees                 | 2,581,823           | 2,250,480           | 2,278,716           | 2,309,580           | \$59,100           |
| Sales Tax and Other Taxes        | 6,355,810           | 6,846,875           | 6,846,875           | 7,158,010           | \$311,135          |
| Intergovernmental Revenue        | 3,235,513           | 3,334,967           | 3,334,967           | 3,323,780           | (\$11,187)         |
| Fees for Service                 | 672,136             | 573,573             | 573,573             | 695,210             | \$121,637          |
| Interest Earnings                | 360,123             | 410,000             | 410,000             | 540,000             | \$130,000          |
| Other Revenue                    | 195,811             | 163,250             | 169,590             | 206,000             | 42,750             |
| <b>Total Revenue</b>             | <b>\$31,393,780</b> | <b>\$32,148,951</b> | <b>\$32,183,527</b> | <b>\$34,889,855</b> | <b>\$2,740,904</b> |
|                                  |                     |                     |                     |                     |                    |
| Other Financing Sources          | \$713,213           | \$3,083,131         | \$4,953,534         | \$2,635,998         | (\$447,133)        |
| <b>Total Available Resources</b> | <b>\$32,106,993</b> | <b>\$35,232,082</b> | <b>\$37,137,061</b> | <b>\$37,525,853</b> | <b>\$2,293,771</b> |

# Additional Balancing Measures

- Reductions of \$416,925 and unfunded decision packages totaling \$1,521,394
- Utilizing Appropriated Fund balance of \$625,976 to meet one-time requirements

# Decision Packages Funded

- \$94,457 for Parks and Grounds Supervisor
  - *Position will improve span of control issues within Public Works as noted in the FY 2016 – 2017 pay and class study. As a result, managers within the Public Grounds Management Division will be able to spend more time in the field managing, and overseeing, work related tasks instead of in the office performing administrative duties.*
  
- \$87,693 for Building Maintenance Technician
  - *Position will allow the Facilities Division to manage maintenance requirements at the Town's new Recreation Center. The Division is already challenged to meet requirements associated with existing Town facilities and the new Recreation Center will have a significant impact on workload.*

# Decision Packages Funded Cont.

- \$95,213 for Construction Inspector Position
  - *Position is required as the workload of the existing position has grown to the point where there is not adequate time devoted to each of the current projects to ensure that the work of both public and private projects is being completed properly.*
  
- \$50,000 for Unified Development Ordinance
  - *Required to cover the final funding increment for the Unified Development Ordinance (UDO) project in Planning. This initiative will result in a new UDO that implements the vision, goals and objectives of the Town Council as expressed through the newly updated Comprehensive and Transportation plans.*

# Decision Packages Funded Cont.

- \$45,000 for Garner Economic Development Corporation
  - *Funding will allow the Garner Economic Development Corporation to transition from a singular focused entity into a Town wide economic development non-profit.*
  
- \$35,898 for Police Grant Positions
  - *Funding will cover the cost of two Police Officer positions required based on growth in the Town's population and land area over the last several years. The department anticipates receiving a grant for these positions which covers 85 percent of the year one costs associated with funding personnel and startup costs to outfit the officers.*

# Decision Packages Funded Cont.

- \$9,000 for WRAL Campaign
  - *Funding will cover the costs associated with running a six-month series of promotional articles about the Town on the WRAL website*
  
- \$8,940 for Middle School Camp
  - *Funding will cover the costs associated with providing a middle school camp. The Town's current camp, Camp Kaleidoscope, is at max capacity and allows for middle schoolers and younger children to attend. It's important to note that revenue of \$6,600 would reduce the net cost of this camp to \$2,340 in FY 2019 – 2020.*

# Final Budget Summary

- Takes a critical first step toward putting the operating budget on sound financial footing
- Tax increase necessary to address a combination of market forces, increasing demand and unfunded mandates which have forced spending increases
- Maintains a high level of service at the lowest per household cost in Wake County (even after the tax increase)
- Provides needed investments in core Town services and infrastructure

# Future Action

- Continue to utilize multi-year forecast to ensure the Town is positioned to address future priorities and requirements
- Review funding priorities to ensure the Town is investing in areas of strategic importance



# Summary of Recent Events

- Budget Work Session on May 7<sup>th</sup>
  - *Reviewed budget in detail and obtained feedback from Council*
- Special Budget Work Session on May 21<sup>st</sup>
  - *Reviewed potential revenue enhancements and budget reductions*
- *Budget Scenarios*

# Budget Scenarios

|   | Scenario #1 (2.5 Cent Increase) | Scenario #2 (2.75 Cent Increase) | Scenario #3 (3.0 Cent Increase) |
|---|---------------------------------|----------------------------------|---------------------------------|
| <b>Revenue Changes:</b>                                   |                                 |                                  |                                 |
| Tax Rate Reduction  | -\$182,484                      | -\$91,242                        | \$0                             |
| Increase Real Estate Collection Rate                      | 20,697                          | 20,697                           | 20,697                          |
| Increase Interest Income Estimate                         | 40,000                          | 40,000                           | 40,000                          |
| Increase/(Decrease) in Appropriated Fund Balance          | 5,155                           | -21,263                          | -42,439                         |
| <b>Net Impact of Revenue Changes</b>                      | <b>-\$116,632</b>               | <b>-\$51,808</b>                 | <b>\$18,258</b>                 |
| <b>Expenditure Changes:</b>                               |                                 |                                  |                                 |
| Pay and Class Study                                       | \$150,000                       | \$150,000                        | \$150,000                       |
| Fire Position (half year)                                 | \$0                             | \$42,324                         | \$42,324                        |
| Reinstate Communications Reduction                        | \$0                             | \$5,000                          | \$5,000                         |
| Appropriate FY 18 - 19 Revenue to Purchase Budgeted Items | -64,000                         | -64,000                          | -64,000                         |
| Use Economic Incentive Funding to Cover GEDC Cost         | -45,000                         | -45,000                          | -45,000                         |
| Eliminate Funding for Snow Salt                           | -17,500                         | 0                                | 0                               |
| Defer Vehicle Replacements                                | -140,132                        | -140,132                         | -70,066                         |
| <b>Net Impact of Expenditure Changes</b>                  | <b>-\$116,632</b>               | <b>-\$51,808</b>                 | <b>\$18,258</b>                 |
| <b>Ending Balance</b>                                     | <b>\$0</b>                      | <b>\$0</b>                       | <b>\$0</b>                      |

# Budget Schedule

- June
  - 6-18-2019 – *Proposed Council Adoption*
  
- August
  - 8-15-2019 - *Publish Adopted Budget Book and Budget Brief*

Questions?

Town of Garner  
Town Council Meeting  
Agenda Form

|   |  |  |
|---|--|--|
| Meeting Date: June 3, 2019  |  |  |
| Subject: FY 2019 - 2020 Economic Development Budget Hearing   |  |  |
| Location on Agenda: Public Hearings   |  |  |
| Department: Administration  |  |  |
| Contact: Mike Franks, Budget and Special Projects Manager   |  |  |
| Presenter: Mike Franks, Budget and Special Projects Manager   |  |  |
| Brief Summary:<br><br>This Public Hearing is being held for the purpose of complying with the requirements of North Carolina General Statute 158-7.1 which requires a public hearing for all economic development expenditures. |  |  |
| Recommended Motion and/or Requested Action:<br>Public Comment   |  |  |
| Detailed Notes:<br><br><br><br><br><br><br><br>   |  |  |
| Funding Source:   |  |  |
| Cost:   | One Time: <input checked="" type="radio"/> | Annual: <input type="radio"/> No Cost: <input type="radio"/> |
| Manager's Comments and Recommendations:<br><br><br><br><br><br><br><br>   |  |  |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>   |  |  |
| Agenda Form Reviewed by:  | Initials:                                  | Comments:  |
| Department Head:  | JH and MR                                  |  |
| Finance Director:   |  |  |
| Town Attorney:  |  |  |
| Town Manager:   | RD   |  |
| Town Clerk:   |  |  |

## **TOWN OF GARNER**

### **Memorandum**

**To:** Garner Town Council  
**From:** Mike Franks, Budget and Special Projects Manager  
**Subject:** Economic Development Budget  
**Date:** June 3, 2019

---

The entire FY 2019 – 2020 Recommended Budget for Economic Development has been summarized on the following page. In total, the FY 2019 – 2020 Recommended Budget includes funding of \$345,994. Of this total, \$248,125 has been included to fund the Economic Development department and \$97,869 has been included to fund Economic Development Partners. In total, the FY 2019 – 2020 Economic Development budget is recommended by \$43,580, or 14.4 percent, over the FY 2018 – 2019 Adopted Budget. This increase is primarily associated with funding of \$45,000 for the Garner Economic Development Corporation.

|                                      | FY 2017 - 2018   | FY 2018 - 2019   | FY 2018 - 2019   | FY 2019 - 2020     | FY 2019 - 2020      |
|--------------------------------------|------------------|------------------|------------------|--------------------|---------------------|
|                                      | Actual           | Adopted          | Revised          | Department Request | Manager Recommended |
| <b>Economic Development</b>          |                  |                  |                  |                    |                     |
| Salaries                             | \$133,370        | \$140,521        | \$140,521        | \$145,122          | \$145,122           |
| FICA                                 | 10,365           | 10,750           | 10,750           | 11,101             | 11,101              |
| Group Insurance                      | 21,347           | 23,563           | 23,563           | 23,219             | 23,219              |
| Retirement                           | 17,096           | 17,872           | 17,872           | 20,253             | 20,253              |
| Postage                              | 19               | 1,275            | 1,275            | 20                 | 20                  |
| Telephone                            | 1,325            | 1,272            | 1,272            | 1,272              | 1,272               |
| Printing                             | 466              | 2,710            | 2,710            | 2,710              | 2,710               |
| Travel & Training                    | 7,861            | 8,980            | 8,980            | 7,940              | 7,940               |
| Business Recruitment                 | 13,507           | 18,248           | 18,248           | 18,098             | 13,098              |
| Business Retention and Expansion     | 0                | 1,700            | 1,700            | 1,700              | 700                 |
| Development Assistance               | 950              | 1,000            | 1,000            | 1,000              | 1,000               |
| Auto Maintenance & Repair            | 0                | 300              | 300              | 300                | 0                   |
| Equipment Rental                     | 150              | 150              | 150              | 0                  | 0                   |
| Advertisement                        | 2,300            | 2,500            | 2,500            | 2,500              | 2,500               |
| Fuel                                 | 304              | 470              | 470              | 453                | 453                 |
| Department Supplies                  | 318              | 600              | 600              | 600                | 600                 |
| Promotional Supplies                 | 1,018            | 1,600            | 1,600            | 1,600              | 1,600               |
| Building Façade Grant Program        | 9,250            | 5,000            | 5,000            | 5,000              | 5,000               |
| Contract Services                    | 33,585           | 10,800           | 15,800           | 11,000             | 11,000              |
| Dues and Subscriptions               | 2,014            | 2,387            | 2,387            | 2,210              | 2,210               |
| <b>Economic Development</b>          | <b>\$255,245</b> | <b>\$249,875</b> | <b>\$254,875</b> | <b>\$254,425</b>   | <b>\$248,125</b>    |
|                                      |                  |                  |                  |                    |                     |
|                                      | FY 2017 - 2018   | FY 2018 - 2019   | FY 2018 - 2019   | FY 2019 - 2020     | FY 2019 - 2020      |
|                                      | Actual           | Adopted          | Revised          | Department Request | Manager Recommended |
| <b>Economic Development Partners</b> |                  |                  |                  |                    |                     |
| Downtown Garner Association          | 14,961           | 19,539           | 19,539           | 19,869             | 19,869              |
| Garner Chamber of Commerce           | 18,678           | 33,000           | 33,000           | 33,000             | 33,000              |
| Garner Economic Development Corp     | 0                | 0                | 0                | 45,000             | 45,000              |
| Economic Development Incentives      | 0                | 0                | 70,000           | 0                  | 0                   |
| Downtown Grant Program               | 75,000           | 0                | 0                | 0                  | 0                   |
| Railroad Protective Liability        | 2,000            | 0                | 0                | 0                  | 0                   |
| <b>Economic Development Partners</b> | <b>\$110,639</b> | <b>\$52,539</b>  | <b>\$122,539</b> | <b>\$97,869</b>    | <b>\$97,869</b>     |
|                                      |                  |                  |                  |                    |                     |
| <b>Total Economic Development</b>    | <b>\$365,884</b> | <b>\$302,414</b> | <b>\$377,414</b> | <b>\$352,294</b>   | <b>\$345,994</b>    |

Town of Garner  
Town Council Meeting  
Agenda Form

|   |                                 |   |
|---|---------------------------------|---|
| Meeting Date: June 3, 2019  |                                 |   |
| Subject: Amendment 2 - Swift Creek Land Management Plan   |                                 |   |
| Location on Agenda: Old/New Business  |                                 |   |
| Department: Planning  |                                 |   |
| Contact: Jeff Triezenberg, AICP, GISP; Planning Director  |                                 |   |
| Presenter: Jeff Triezenberg, AICP, GISP; Planning Director  |                                 |   |
| Brief Summary:<br><br>Swift Creek Land Management Plan amendment submitted by Wake County on behalf of the Wake County Board of Education to re-designate 12.187 +/- acres from "Rural" to "New Urban" at the southeast corner of Yates Mill Pond and Tryon roads.  |                                 |   |
| Recommended Motion and/or Requested Action:<br>Consider authorizing Mayor to sign attached Second Amendment.  |                                 |   |
| Detailed Notes:<br>Although schools are a permitted use with the "Rural" land use designation; connection to municipal utility services is not. Therefore, the "New Urban" designation is required. In addition to providing new sewer service to the tracts, this project will allow other existing sewer service in the area to be re-routed from the existing Jones Franklin Road pump station (City of Raleigh) to a closer pump station operated by the Town of Cary. Both Raleigh and Cary staff are supportive of the amendment in its current form. Garner and Apex must also sign off as parties to the overall land management plan. Garner staff does not have any objections. |                                 |   |
| Funding Source:   |                                 |   |
| Cost:   | One Time: <input type="radio"/> | Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/> |
| Manager's Comments and Recommendations:   |                                 |   |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>   |                                 |   |
| Agenda Form Reviewed by:  | Initials:                       | Comments:   |
| Department Head:  | JT                              |   |
| Finance Director:   |                                 |   |
| Town Attorney:  |                                 |   |
| Town Manager:   | RD                              |   |
| Town Clerk:   |                                 |   |



## EXHIBIT A:

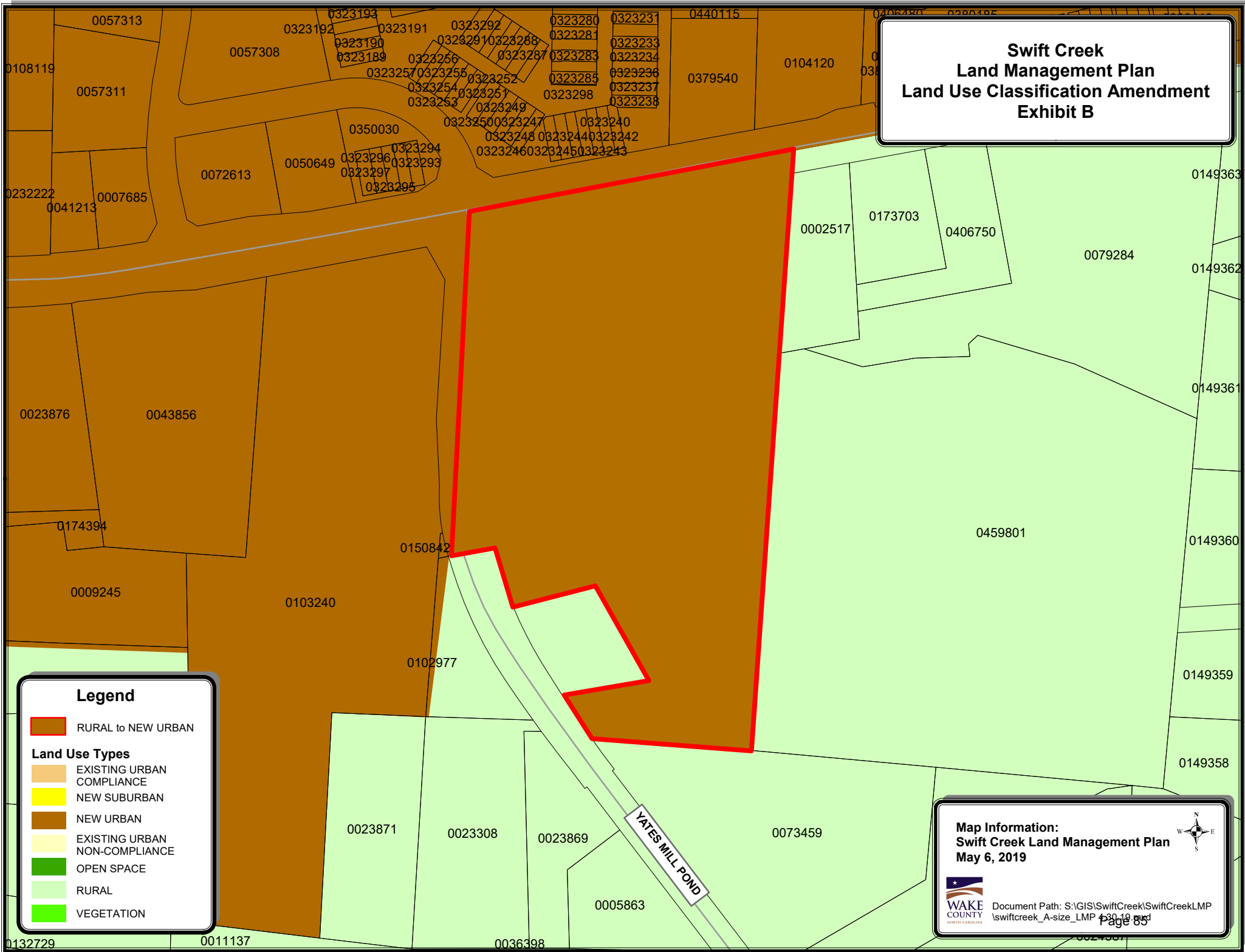
### Subject Property



### Component Tracts:

1. PIN 0772-96-8540: 5417 Tryon Road (0.626 acres)
2. PIN 0772-96-7543: 5501 Tryon Road (0.440 acres)
3. PIN 0772-96-6541: 5505 Tryon Road (0.440 acres)
4. PIN 0772-96-5449: 5509 Tryon Road (0.443 acres)
5. PIN 0772-96-3486: 5517 Tryon Road (0.745 acres)
6. PIN 0772-96-5034: 6200 Yates Mill Pond Road (8.438 acres)
7. PIN 0772-95-6565: 6212 Yates Mill Pond Road (1.055 acres)

# **Swift Creek Land Management Plan Land Use Classification Amendment Exhibit B**



**Legend**

RURAL to NEW URBAN

**Land Use Types**

EXISTING URBAN COMPLIANCE

NEW SUBURBAN

NEW URBAN

EXISTING URBAN NON-COMPLIANCE

OPEN SPACE

RURAL

VEGETATION

**Map Information:**  
**Swift Creek Land Management Plan**  
**May 6, 2019**

**WAKE COUNTY**  
NORTH CAROLINA

Document Path: S:\GIS\SwiftCreek\SwiftCreekLMP\swiftcreek\_A-size\_LMP #3019.mxd  
 Page 85



EXHIBIT C

# Swift Creek Land Management Plan

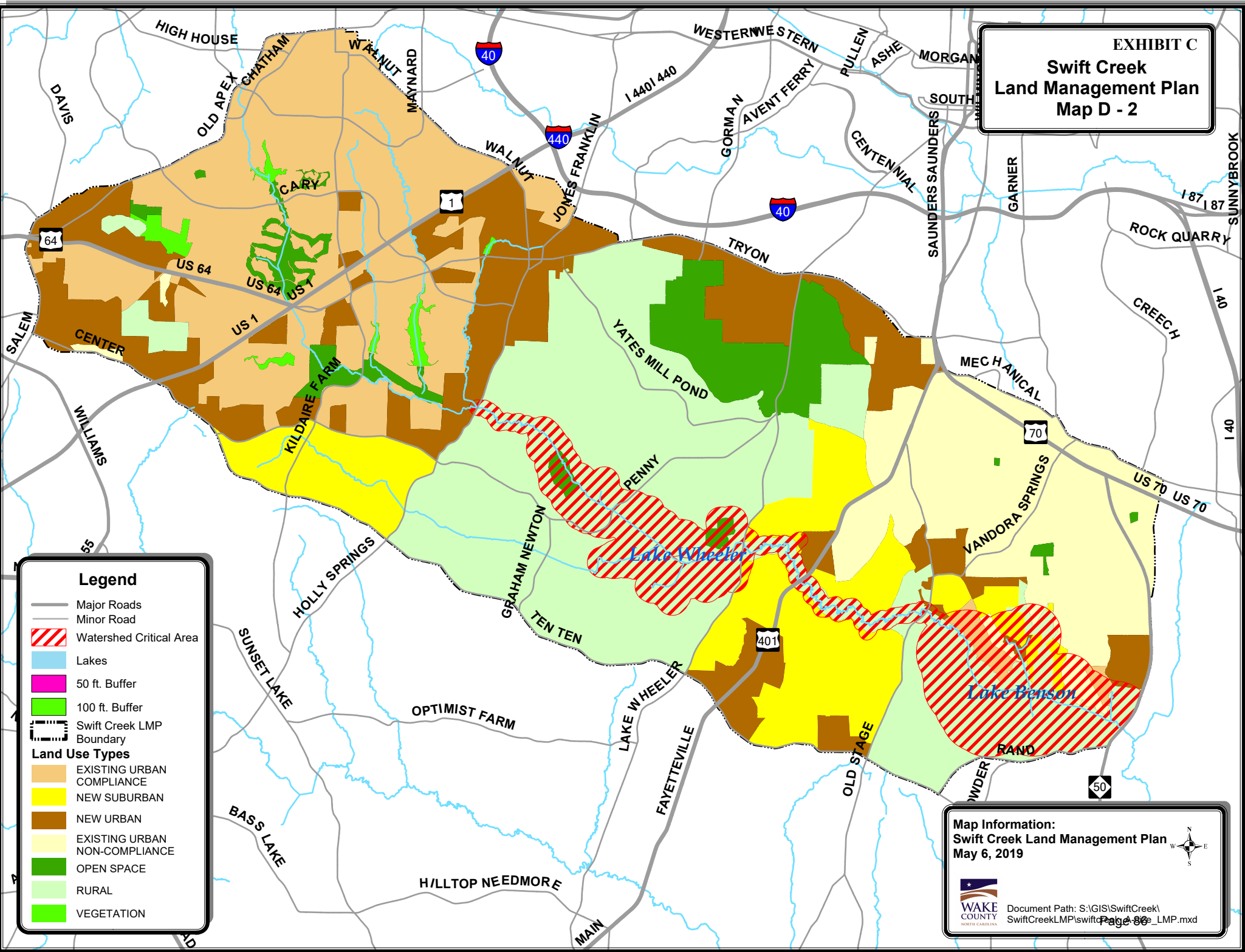
## Map D - 2

**Legend**

- Major Roads
- Minor Road
- Watershed Critical Area
- Lakes
- 50 ft. Buffer
- 100 ft. Buffer
- Swift Creek LMP Boundary

**Land Use Types**

- EXISTING URBAN COMPLIANCE
- NEW SUBURBAN
- NEW URBAN
- EXISTING URBAN NON-COMPLIANCE
- OPEN SPACE
- RURAL
- VEGETATION



**Map Information:**  
 Swift Creek Land Management Plan  
 May 6, 2019

Document Path: S:\GIS\SwiftCreek\SwiftCreekLMP\swiftcreek\_LMP.mxd

Page 86

SECOND AMENDMENT TO THE SWIFT CREEK LAND MANAGEMENT PLAN  
BETWEEN AND AMONG TOWN OF APEX, TOWN OF CARY, TOWN OF GARNER,  
CITY OF RALEIGH AND WAKE COUNTY

This second amendment to the Swift Creek Land Management Plan is entered into as of the date the last party executes this Amendment, among APEX, NORTH CAROLINA ("Apex"); CARY, NORTH CAROLINA ("Cary"); GARNER, NORTH CAROLINA ("Garner"); RALEIGH, NORTH CAROLINA ("Raleigh"), all of the above being municipal corporations and body politics located in the State of North Carolina; and WAKE COUNTY, NORTH CAROLINA (the "County" or "Wake"), collectively ("Parties") a public body politic located in the State of North Carolina.

RECITALS:

WHEREAS, the territorial and extraterritorial jurisdiction of each Party to this Agreement includes a portion of the area within the jurisdiction of the Swift Creek Water Supply Watershed ("Watershed"); and

WHEREAS, through mutual resolutions, in the late 1980's and early 1990's, the Parties recognized that the Watershed would be a critical drinking water supply resource in future years for several Parties and desired to protect the surface water supply in the Watershed by controlling the type and intensity of development; and

WHEREAS, the Parties conducted a joint planning effort to establish land use regulations and standards that guide the type and intensity of development in the Watershed, resulting in the "Swift Creek Land Management Plan" or "Plan"; and

WHEREAS, through enabling legislation of the North Carolina General Assembly in 1998 and 2005, the Parties were charged with administering the Plan and have responsibility for adopting ordinances and issuing only those permits and development approvals that maintain, meet, or exceed Plan requirements; and

WHEREAS, the Parties entered into the Swift Creek Land Management Plan Interlocal Agreement ("Interlocal Agreement") dated January 2, 2018 to provide a strategy for joint oversight of the Swift Creek Land Management Plan and to also formalize the process for amendments and updates to the Plan; and

WHEREAS, pursuant to Article III of the Interlocal Agreement, any amendment to the Land Use Classifications under the Plan requires the unanimous consent of all Parties; and

WHEREAS, on or about July 18, 2018, the Parties entered into a First Amendment to the Plan upon the request of Garner and the County for a Land Use Classification amendment that resulted in a reduction of the potential number of dwelling units by 1,000 within the Watershed and concentrated density along major corridors; and

WHEREAS, in accordance with the Interlocal Agreement, upon request of the Wake County Board of Education, the County has initiated this Second Amendment to the Plan, particularly a Land Use Classification amendment for the purpose of reclassifying a 12.187 acre land area located in the non-critical area of the Watershed in the County's planning jurisdiction to accommodate its annexation into Cary's corporate limits and to support the extension of public utilities required for Wake County Public School educational facilities to be constructed thereon; and

WHEREAS, the land area in question ("Subject Property") consists of seven component tracts that are more particularly identified as 5417, 5501, 5505, 5509 and 5517 Tryon Road and 6200 and 6212 Yates Mill Pond Road, and as identified as having Wake County PIN 0772-96-8540, PIN 0772-96-7543, PIN 0772-96-6541, PIN 0772-96-5449, PIN 0772-96-3486, PIN 0772-96-5034 and PIN 0772-95-6565, being further depicted in Exhibit A attached hereto; and

WHEREAS, the Subject Property is located in the northwestern corner and outer boundary of the Watersheds "Rural" Land Use Classification, while the adjacent area to the west and lying within Cary's planning jurisdiction is New Urban, and the adjacent area to the north and lying within Raleigh's planning jurisdiction is New Urban, as depicted upon Exhibit B attached hereto; and

WHEREAS, the Subject Property currently has seven (7) single-family residences located thereon which are served by private sewer and water given their location in the Rural land use area; and

WHEREAS, schools are among the limited non-residential uses allowed under the Plan within the Rural area, but public utility extensions are not permitted within the Rural land use area pursuant to the Plan; and

WHEREAS, upon acquisition of the Subject Property, the Wake County Board of Education plans to redevelop the site for use as a school ("Project") which would result in removal of the residential structures and elimination of 12 potential private septic and water systems within the Watershed, but said Project would require public sewer and water extensions; and

WHEREAS, the Board of Education has demonstrated a significant public need for a school to be constructed on the Subject Property and has consulted with staff from the respective ILA parties to develop a preliminary development plan for the Project that would have the least invasive impact on the Watershed, which will include enhanced stormwater improvements to ensure that (1) there will be no net increase in peak stormwater flow from pre-development conditions for the 1, 2, 5, and 10 year storms; (2) the nitrogen export will be less than or equal to what is currently being contributed from the Subject Property and will not result in an exceedance of watershed development limitations required by the Swift Creek Land Management Plan for the Town of Cary service area; and (3) the nitrogen exports will conform to 15A NACA 2B .0235 to the extent it applies to the Subject Property; and

WHEREAS, the extension of public utilities to the Subject Property is expected to result in a reduction by the actual number of seven dwelling units together with a potential number

of five additional dwelling units within the Watershed and locate a public purpose institutional use along a major corridor, reroute sewer outflows to a closer Town of Cary pump station thereby relieving the burden on the existing Jones Franklin Road pump station currently accessed by two nearby public schools via  $\pm 3,000$  linear feet of force main lines; and

WHEREAS, the anticipated benefits associated with the proposed school construction on the Subject Property and this Second Amendment outweighs any potential concerns associated with the protection of water quality in the Watershed; and

WHEREAS, the Parties to the Interlocal Agreement mutually agree that the requested Land Use Classification amendment as depicted in the attached Exhibit C to the Swift Creek Land Management Plan is consistent with the Plan goals.

NOW THEREFORE, in consideration of the mutual goals and promises contained herein and the mutual benefits to result there from, the Parties agree to amend the Plan upon occurrence of the Wake County Board of Education's acquisition and ownership of the Subject Property as follows:

1. Map D-1 of the Plan shall be replaced with Map D-2 attached hereto as Exhibit C which shall be duly incorporated into the Plan.
2. All other terms and conditions of the Interlocal Agreement and Plan as amended shall remain in force and effect.

IT IS FURTHER RECOGNIZED AND AGREED, that the Wake County Board of Education has represented that it will comply with the following development restrictions:

1. The development plan for the Subject Property will ensure that (A) there will be no net increase in peak stormwater flow from pre-development conditions for the 1, 2, 5, and 10 year storms and (B) the nitrogen export will be less than or equal to what is currently being contributed from the Subject Property and will not result in an exceedance of watershed development limitations required by the Swift Creek Land Management Plan for the Town of Cary service area.
2. The development plan for the Subject Property will ensure compliance with the provisions of 15A NCAC 2B .0235 for the control of nitrogen loading.

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

*(Balance of page is left intentionally blank. Signatures appear on subsequent pages.)*

**TOWN OF APEX, NORTH CAROLINA**

BY:

\_\_\_\_\_  
Lance Olive  
Mayor

ATTEST:

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF CARY, NORTH CAROLINA**

BY:

---

Sean Stegall  
Town Manager

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.



**TOWN OF GARNER, NORTH CAROLINA**

BY:

ATTEST:

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

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF RALEIGH, NORTH CAROLINA**

BY:

ATTEST:

\_\_\_\_\_  
Ruffin L. Hall  
City Manager

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY OF WAKE, NORTH CAROLINA**

**BY:**

**ATTEST:**


\_\_\_\_\_  
Jessica N. Holmes  
Chair, Board of Commissioners

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Town of Garner  
Town Council Meeting  
Agenda Form

|  |                                 |   |
|--|---------------------------------|---|
| Meeting Date: June 3, 2019   |                                 |   |
| Subject: Consideration of Facility Naming Policy   |                                 |   |
| Location on Agenda: Old/New Business   |                                 |   |
| Department: Administration   |                                 |   |
| Contact: Matt Roylance, Assistant Town Manager - Operations  |                                 |   |
| Presenter: Matt Roylance, Assistant Town Manager - Operations  |                                 |   |
| Brief Summary:<br><br>The attached Facility Naming Policy has been reviewed by staff and the Law and Finance Committee and is ready for consideration by Town Council.   |                                 |   |
| Recommended Motion and/or Requested Action:<br>Consider approval of the attached Facility Naming Policy.   |                                 |   |
| Detailed Notes:<br>Staff presented this policy at the May 21, 2019, Town Council meeting and the Council requested additional time to consider the policy. Staff made two changes to the draft policy to reflect Council feedback: 1) added wording to clarify that renaming streets is allowed but has additional implications, and 2) specified that holding a public comment period is an additional action Council could choose to take before making a decision on the request. |                                 |   |
| Funding Source:  |                                 |   |
| Cost:  | One Time: <input type="radio"/> | Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/> |
| Manager's Comments and Recommendations:  |                                 |   |
| Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>  |                                 |   |
| Agenda Form Reviewed by:   | Initials:                       | Comments:   |
| Department Head:   | MR                              |   |
| Finance Director:  |                                 |   |
| Town Attorney:   |                                 |   |
| Town Manager:  | RD                              |   |
| Town Clerk:  |                                 |   |

|   |  |  |
|---|--|--|
|  | <h1 style="text-align: center;">Town of Garner</h1> <h2 style="text-align: center;">Policy Manual</h2> |  |
|   |  |  |
|   | <b>Policy #XXXX - Facility Naming Policy</b>   |  |
|   | <b>Effective Date: June 3, 2019</b>  |  |

### XXXX.1 – Purpose

The purpose of the policy is to establish a consistent approach for naming Town of Garner facilities.

### XXXX.2 – Definition of Facilities

- A. Facilities include all Town-owned assets, including buildings, structures, parks, open spaces, and natural areas.
- B. Facilities also include Town-owned streets, although renaming a street has additional implications due to address changes.
- C. Features and spaces within a facility may be named separate from the facility itself.

### XXXX.3 – Naming Objectives

When considering a proposal to name or rename a Town facility, the proposed name should accomplish one or more of the following objectives:

- A. Describe the function of the facility and/or assist the public in identifying the facility's intended use.
- B. Recognize a distinct geographic location, natural or geographic features, or local points of reference.
- C. Recognize outstanding accomplishments by an individual for the good of the community. The quality of the contribution should be considered along with the individual's length of service to the community.
- D. Recognize an individual, group, or organization that contributed significantly to the acquisition, development, or operation of the facility and/or the features within the facility.
- E. Commemorate places, people, or events that are of lasting importance to the town, region, state or nation (ex: Centennial Park).

### XXXX.4 – Naming Criteria

In addition to meeting at least one of the objectives listed above, the proposed name should meet all of the following criteria:

- A. Have a strong positive image and stand the test of time.
- B. Have broad public support and not be divisive.
- C. Not result in the undue commercialization of the facility if it accompanies a corporate gift or sponsorship.
- D. Avoid recognizing an individual, group, or organization that has already been appropriately recognized in other Town facilities.
- E. Avoid names that are similar to other named facilities in the community to reduce confusion.

#### **XXXX.5 – Duration and Modification of Naming**

- A. The duration of a facility's name ordinarily continues for the life of the facility. Upon demolition, replacement, substantial renovation, repurposing, or similar modification, the Town may deem that the naming period has concluded.
- B. While renaming an existing facility is discouraged, there are times when renaming may be necessary or desired. Critical examination should be conducted to ensure that renaming the facility will not diminish the original justification for the name or the prior contributors. Renaming may follow the same procedures and criteria as naming the facility.
- C. In appropriate instances, most often involving a corporate sponsor, a naming may be granted for a pre-determined fixed term. At the end of the term, the name of the facility or program shall expire but may be renewed with the same or a new name.
- D. If the reputation or character of an individual, group, or organization changes substantially so that it is no longer consistent with this policy, or not in the best interest of the Town, the naming may be revoked.

#### **XXXX.6 – Procedure**

A request to name or rename a Town facility shall be submitted in writing to the Town Manager. The request should include:

- A. The facility or feature to be named.
- B. The proposed name.
- C. Reasons for the proposed name and how the proposed name is consistent with this policy.
- D. Evidence of community support for the proposed name.
- E. Evidence of support from the individual, group, or organization being honored, if applicable. If the individual is deceased, evidence of support from family members is acceptable.

Once received, Town staff will evaluate the request and forward to the Town Council for consideration. The Town Council may choose to approve the request, deny the request, modify the request, refer the request to committee, hold a public hearing or public comment period, or any other action it deems appropriate.

#### **XXXX.7 – Effective Date**

This policy shall become effective on June 3, 2019.