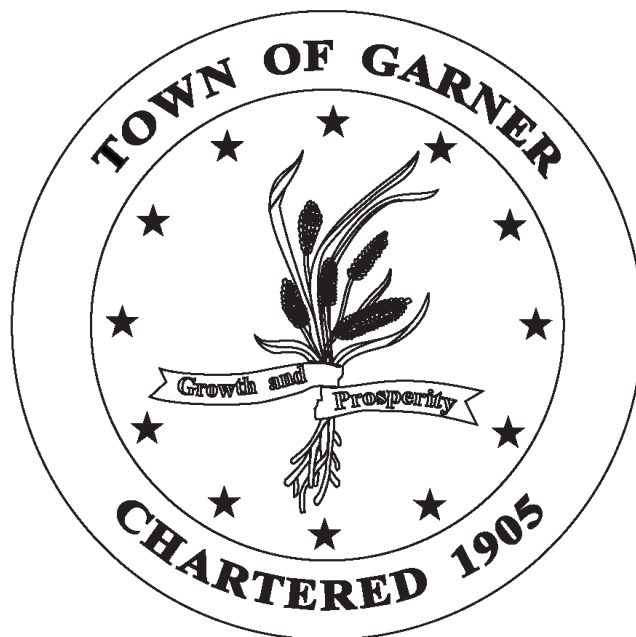


Town of Garner



Town Council Meeting July 5, 2022

Garner Town Hall
900 7th Avenue
Garner, NC 27529

Town of Garner
Town Council Regular Meeting Agenda
July 5, 2022

This regular meeting of the Council will be conducted at 7:00 p.m. in the Garner Town Hall located at 900 7th Avenue, Garner.

Mask Policy: All staff and visitors, including people who are fully vaccinated, have the option to wear face coverings while inside Town facilities and during Town Council meetings. All persons should practice social distancing, when possible, in Council Chambers.

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

- B. PLEDGE OF ALLEGIANCE: Mayor ProTem Elmo Vance

- C. INVOCATION: Mayor ProTem Elmo Vance

- D. PETITIONS AND COMMENTS

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

- E. ADOPTION OF AGENDA

- F. PRESENTATIONS

Proclamation for Park & Recreation Month - July 2022.....Page 5

- G. CONSENT

1. Contiguous Annexation Petition # ANX-22-07, 401 Assemblage.....Page 7
Presenter: David Bamford, Assistant Planning Director

Voluntary contiguous annexation (ANX-22-07) petition submitted by RTS VI 401 LLC, Future Development, LLC; 401 Apartment Phase 1, LLC; and 401 Apartment Phase 2, LLC to bring 267.128 +/- acres into the Town's primary corporate limits, and including 5.8 +/- acres of intervening adjacent right-of-way for a total of 292.93 +/- acres.

Action: Consider setting Public Hearing for August 1, 2022 and adopt Resolution (2022) 2497

2. Nuisance Abatements.....Page 11

Presenter: David C. Beck, Finance Director

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

Action: Consider adopting Resolution (2022) 2495

3. Street Stub Completion Policy.....Page 14

Presenter: Jeff Triezenberg, Planning Director

Consideration for possible adoption of an official policy for objective circumstances under which a public street stub connection shall NOT be completed within the Town of Garner's jurisdiction and when alternative connections shall be made. This policy would establish standards which apply to all development and redevelopment within the Town and its extra-territorial jurisdiction (ETJ). Policy is inclusive of purpose, need, standards and exemptions.

Action: Consider adoption of the Street Stub Completion Policy

4. Council Meeting Minutes.....Page 19

Presenter: Stella Gibson, Town Clerk

Minutes from the April 26, May 2, May 17, May 31, and June 6, 2022 Council Meetings.

Action: Consider approving minutes

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

1. Lake Drive Improvements - Bid Award.....Page 48

Presenter: Chris Johnson, Town Engineer

Staff to present information to Town Council regarding bid award for the Lake Drive Improvements project.

Action: Consider bid award and authorize Manager to execute contract with Daniels Inc. of Garner with 10% contingency.

2. On Call Master Agreement and SOW #1
(Pearl & Park Street Improvements) – KHA.....Page 51
Presenter: Leah Harrison, Assistant Town Engineer

In follow up to Request for Qualifications, staff to present on-call master agreement and statement of work #1 with Kimley-Horn and Associates, Inc. (KHA) for the Pearl and Parker Street Improvements project.

Action: Consider approval of Master Agreement and SOW#1 with KHA and authorize Town Manager to execute contracts.

3. Text Amendment # ZTA-22-01, Unified Development Ordinance (New).....Page 85
Presenter: Jeff Triezenberg, Planning Director

Text amendment request (ZTA-22-01) submitted by the Planning Department to replace the existing Town of Garner Unified Development Ordinance, last adopted in full on July 22, 2003 and amended from time to time with the recently drafted Town of Garner - "Garner Forward" Unified Development Ordinance as edited in response to additional public comment during the public review period. To view edits, please [click here](#). To view the final version, please [click here](#).

Action: Consider motion to approve and adopt Ordinance (2022) 5132.

4. Conditional Rezoning # CZ-22-01, Town of Garner Jurisdiction-Wide.....Page 94
Presenter: Jeff Triezenberg, Planning Director

Conditional rezoning request (CZ-22-01) submitted by the Garner Planning Department to rezone the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most closely corresponding proposed base and overlay zoning districts provided for in the draft Garner Forward Unified Development Ordinance. Existing conditional districts are re-adopted / carried forward as part of this request.

Action: Consider motion to approve and adopt Ordinance (2022) 5131.

5. Contract - Character and Land Use Elements (CLUE),
Comprehensive Plan Update.....Page 122
Presenter: Jeff Triezenberg, Planning Director

Following up on an identified task from the Council's annual retreat, on May 17, 2022, Town staff put out a solicitation for consultants to assist the Town in clarifying and building a shared understanding and application of the town's vision for Garner's future

growth. Practical outcomes are to include methods/examples tied to the Garner Forward Guiding Principles that staff can use to advise future development. It also involves the creation of new/updated Character and Land Use elements for the comprehensive plan. Other efforts to support the new elements may involve modifications to existing Town rules, policies, recommendations, statements, or initiatives that address conflicts created by adoption of the new Character and Land Use elements.

Action: Consider motion authorizing Town Manager to execute contract.

- 6. Wake County Nondiscrimination Ordinance.....Page 153
Presenter: Terri Jones, Town Attorney

Wake County adopted a Nondiscrimination Ordinance (NDO) effective February 1, 2022. The NDO prohibits discrimination in public accommodations, employment, and contracting. Pursuant to NCGS Section 153A-122, the ordinance is not applicable within the Garner Town limits unless the Town Council opts in and enters into an interlocal agreement with the County.

Action: Consider adopting Resolution (2022) 2496

J. COMMITTEE REPORTS

K. MANAGER REPORTS

- 1. Capital Projects Status Update (End of FY22, Q4)

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. CLOSED SESSIONS

Pursuant to N.C. General Statutes 143.318.11(a)(5) to discuss possible real estate acquisition.

O. ADJOURN

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Proclamation for Park & Recreation Month - July 2022		
Location on Agenda: Presentations		
Department: PRCR		
Contact: Martha Engeman, Marketing Coordinator		
Presenter: Maria Muñoz-Blanco, Parks, Recreation & Cultural Resources Director		
Brief Summary: Requesting Mayor Marshburn and Council to issue a proclamation in recognition of Park and Recreation Month (July). More info on P&R Month: https://www.nrpa.org/events/july/ After proclamation is read, a 2-minute video (created by Kyle for P&R month) will be played.		
Recommended Motion and/or Requested Action: Signing of the proclamation by Mayor Marshburn		
Detailed Notes:		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	MMB	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

PROCLAMATION

Designation of July as Park and Recreation Month

WHEREAS parks and recreation are an integral part of communities throughout this country, including the Town of Garner, North Carolina; and

WHEREAS parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourage physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and

WHEREAS parks and recreation provide healthy meals, nutrition services and education; and

WHEREAS park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS parks and recreation are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Garner recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED BY the Town Council of Garner, North Carolina that July is recognized as Park and Recreation Month in the Town of Garner, North Carolina.



In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the Town of Garner, North Carolina, to be affixed the 5th day of July 2022.

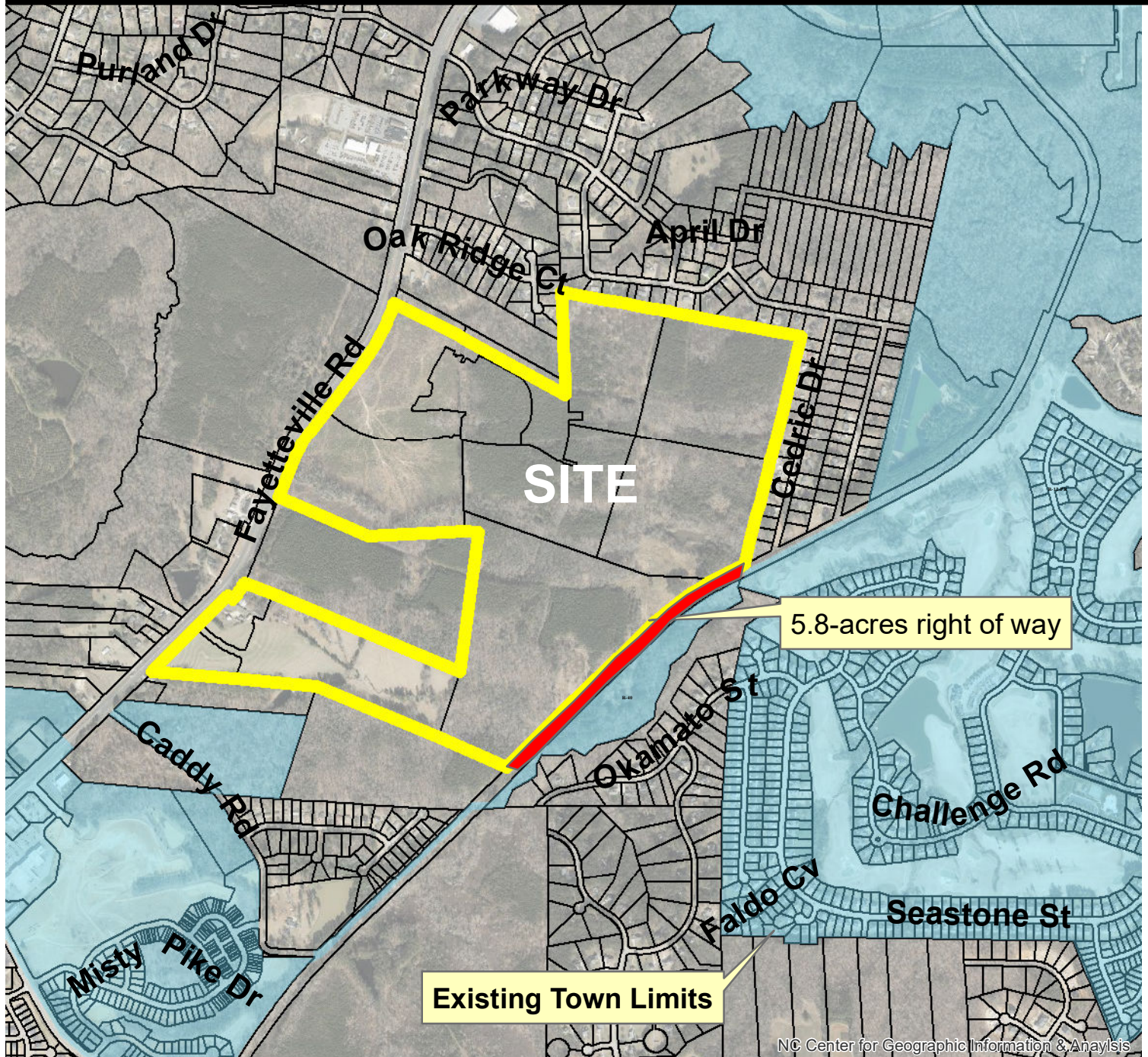
Ken Marshall
Mayor Ken Marshburn

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Contiguous Annexation Petition # ANX-22-07, 401 Assemblage		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford, AICP; Assistant Planning Director		
Presenter: David Bamford, AICP; Assistant Planning Director		
Brief Summary: Voluntary contiguous annexation (ANX-22-07) petition submitted by RTS VI 401 LLC, Future Development, LLC; 401 Apartment Phase 1, LLC; and 401 Apartment Phase 2, LLC to bring 267.128 +/- acres into the Town's primary corporate limits, and including 5.8 +/- acres of intervening adjacent right-of-way for a total of 292.93 +/- acres.		
Recommended Motion and/or Requested Action: Set Public Hearing for August 1, 2022		
Detailed Notes: This request is in conjunction with the provision of public water and sewer for 401 Assemblage (PD-Z-20-01) approved September 8, 2020, for 500 apartment units, 455 townhomes, and 365 single-family lots (1,320 units total).		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Town of Garner
Planning Department**

**Annexation
ANX 22-07**



Project: 401 Assemblage
Owner: RTS VI 401 LLC; Future Development LLC;
401 Apartment Phase 1 LLC; 401 Apartment Phase 2 LLC
Location: US 401 HWY
Area: 272.9 Acres (267.128 Acres + 5.8 acres right of way)
Pins: 0790310360, 0790318110, 0699197253, 0699184827,
0790404304, 0790505263, 0790419413, 0699286852,
0699492198, 0790518243, 0790209359



NOT TO SCALE

0 500 1,000
Feet
Page 8

Planning Department Memorandum

TO: Mayor and Town Council

FROM: David Bamford, AICP; Assistant Planning Director

SUBJECT: ***Contiguous Annexation Petition # ANX-22-07, 401 Assemblage***

DATE: July 5, 2022

ANNEXATION APPLICATION: ANX-22-07

OWNERS: RTS VI 401 LLC, Future Development LLC; 401 Apartment Phase 1 LLC; and 401 Apartment Phase 2 LLC

CONTIGUOUS / SATELLITE: Contiguous

LOCATION OF PROPERTY: US HWY 401

WAKE COUNTY PIN #: 0790310360, 0790318110, 0699197253, 0699184827, 0790404304, 0790505263, 0790419413, 0699286852, 0699492198, 0790518243 and 0790209359

REAL ESTATE ID #: 0485819, 0485820, 0009682, 0485814, 0485817, 0009680, 0013106, 0485815, 0009733, 0053216 and 0485818

AREA: 272.93 +/- acres (267.13 +/- acres & 5.8 +/- acres of adjacent right-of-way)

ZONING: PRD C11

ASSOCIATED DEVELOPMENT PLAN: This petition follows a request for public water and sewer for 401 Assemblage (PD-Z-20-01) approved September 8, 2020, for 500 apartment units, 455 townhomes, and 365 single-family lots (1,320 units total); Per the *Raleigh-Garner Merger Agreement*, an annexation petition is required for the extension of service.

RECOMMENDATION: Set Public Hearing for August 1, 2022.

RESOLUTION NO. (2022) 2497

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-31, AS AMENDED**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Town Clerk as to the sufficiency of said petition has been made;

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

Section 1. That a public hearing on the question of annexation of the area described herein will be held at the Town Hall at 7:00 p.m. on the 1st day of August 2022.

Section 2. The area proposed for annexation is described as follows:

(ANX-22-07) 401 Assemblage– Contiguous annexation

Section 3. Notice of said public hearing shall be advertised on the Town's website at least ten (10) days prior to the date of said hearing.

Duly adopted this 5th day of July 2022.

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Nuisance Abatements		
Location on Agenda: Consent		
Department: Finance		
Contact: David C. Beck, Finance Director		
Presenter: David C. Beck, Finance Director		
Brief Summary: Resolution declaring certain delinquent nuisance abatements as a lien on property. This resolution authorizes Wake County to add these abatement costs to Wake County property tax bills.		
Recommended Motion and/or Requested Action: Consider adopting Resolution (2022) 2495		
Detailed Notes:		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

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

RESOLUTION NO. (2022) 2495

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
1302 Park Ave	Jose Alvarado-Guerrero	78697	415.99
909 Buckingham Rd	Jamie Batchelor	93279	49.60
1304 Lakeside Dr	Jerry Bryant	9348	364.80
429 W. Main St	Allison Coleman	36644	274.20
140 Parkhaven Ln	Letitia Echols	221113	299.07
1714 Foxwood Dr	Samuel Gumins	73849	97.84
1600 Spring Dr	Charles Hairr	82606	169.10
113 Johnson St	Patsy Ann Hatcher Lowe	42847	426.94
1513 Beichler Rd	Bertron Haywood	5668	66.50
102 Artesian Dr	Seberina Marquez	142772	66.50
636 Kimloch Dr	Leslie Recio	170304	65.75
1411 Spring Dr	April Russell	38800	119.50
1308 Lakeside Dr	Esther Smith	63230	119.50
400 Buttler Dr	Michael Smith	14082	306.24
700 Springview Trl	Mary Williams	26317	61.25

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 5th day of July 2022.

(Town Seal)

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Street Stub Completion Policy		
Location on Agenda: Consent		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: Consideration for possible adoption of an official policy for objective circumstances under which a public street stub connection shall NOT be completed within the Town of Garner's jurisdiction and when alternative connections shall be made. This policy would establish standards which apply to all development and redevelopment within the Town and its extra-territorial jurisdiction (ETJ). Policy is inclusive of purpose, need, standards and exemptions.		
Recommended Motion and/or Requested Action: Consider adoption of the Street Stub Completion Policy		
Detailed Notes: This policy was presented to Town Council at the May 31 work session, and comments from Town Council members have been addressed and incorporated into the policy.		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

TOWN OF GARNER POLICY ON COMPLETION OF STREET STUBS

I. Purpose and Applicability

To adopt official policy for objective circumstances under which a public street stub connection shall **not** be completed within the Town of Garner's jurisdiction and when alternative connections shall be made. This policy establishes standards which apply to all development and redevelopment within the Town and its extra-territorial jurisdiction (ETJ).

II. Need

It is a stated objective of the Town of Garner's Strategic Plan to support top-quality transportation in pursuit of growing and maintaining a robust, diversified economy. To that end, the Town's long-range plans (*Garner Forward Comprehensive Plan* and *Transportation Plan*, and the *2010 Transportation Plan*) call for the need to improve interconnectivity of streets in Garner, to allow for the efficient flow of traffic. Existing Town regulations (Unified Development Ordinance), professional staff opinions and transportation planning best practices note that a top-quality interconnected transportation network:

- improves public safety response time to residents by providing multiple means of access;
- reduces travel time and distance between neighborhoods by providing alternative travel paths;
- maintains an acceptable quality of life in the residential neighborhoods by preventing excessive through traffic on local streets where individual lots have direct access onto the street; and
- maintains the traffic carrying capacity of thoroughfare and collector streets.

In general, cul-de-sacs and incomplete (dead end) streets demote connectivity, increase travel times and vehicle miles traveled, and increase traffic volumes on and reduce performance of thoroughfares and collectors.

At the time of subdivision, stub streets may be necessary and required for any one of the following reasons:

- A. To fulfill the required number of future ingress/egress points for the subdivision based on how many lots are being created;
- B. To provide required access to an existing otherwise landlocked parcel;
- C. To ensure that maximum block lengths are not being exceeded;
- D. To achieve the required minimum connectivity index for the subdivision; or
- E. To meet a "significant" recommendation of the Town's adopted transportation plan.

As these stubs are the first part of a future to-be-completed street, they are not required to meet design standards for a permanent termination or turn-around because the assumption is that the stub will be completed at a future date; rather, they are only required to meet temporary turn-around design requirements. While the standards ensure an acceptable level of turn around capability for emergency response vehicles and termination of other public infrastructure (i.e. temporary water line blow off valves), the standards are minimal and meant to be temporary.

Stub streets in older subdivisions built prior to the establishment of temporary turn-around standards offer additional challenges since some are left completely unconstructed, while those constructed do not accommodate the efficient or practical turn around of fire, emergency response, or waste services vehicles. In the case of the latter, incomplete connections create the need to retrofit the dead-end, which typically includes both construction and right-of-way acquisition costs, as well as movement and retrofit of utility infrastructure.

Finally, another important consideration is that the amount of funding available from traditional federal, state, and local revenue sources for new major roadway capacity projects continues to shrink. Therefore, the need to interconnect streets becomes more important to ensure the overall capacity for trips and mobility within the community. By completing stub connections and improving connectivity, the Town can facilitate:

- cheaper service deliveries,
- faster and/or shorter emergency responses,
- less congestion at signalized intersections,
- offer alternative routing for crash- or construction-related street closures, and
- create more opportunities for walking and accessing new developments.

III. Stub Street Completion Standards

In general, stub streets shall be completed when determined to have been (or be) necessary to meet the requirements of items “A.” through “E.” identified in Section II of this policy.

- For item “A.”, the entire subdivision, inclusive of all phases, shall be considered in determining the number of lots created and the resulting number of external connection points required along the entire subdivision’s perimeter.
- For item “B.”, the determination of landlocked parcels shall be based on the existing geography at the time of the proposed adjoining development’s application submission. A parcel opposite the stub must have frontage on another public street, free of environmental constraints directly adjacent to that frontage, to not be considered landlocked.
- For item “C.”, the maximum block length of the zoning district(s) at the existing street stub and the proposed zoning of the potential completed connection shall be

considered. Where two or more zoning districts are involved, the district with the longer maximum block length shall control.

- For item “D.”, the entire subdivision, inclusive of all phases, shall be considered in determining the number of links and nodes for calculating the connectivity index value.
- For item “E.”, any recommendation for a roadway expected to carry more than 1,500 vehicles per day shall be deemed “significant” (a Minor Collector designation or higher).

Additionally, any stub that does not conform to any other applicable regulatory requirement of the Unified Development Ordinance (i.e. temporary dead-end streets in excess of 1,000 feet) shall also be completed (connected through or permanently terminated) so as to eliminate said non-conformity.

Unless exempted below, a vehicular stub connection *must* be completed between new development/redevelopment and abutting properties.

IV. Exemptions & Bicycle/Pedestrian Considerations

Notwithstanding the requirement to satisfactorily resolve non-conformities, the following exemptions are identified and hereby established:

1. **Excessive Traffic.** To the greatest extent possible, local street completions are to be designed in a manner that avoids the use of such streets by substantial through traffic. In keeping with that objective, ~~an the following~~ exemption is provided: for existing stubs from major subdivisions where driveway access to individual residential lots has not been minimized. Studies indicate that such streets should have “local” volumes of less than 1,500 vehicles per day. If a sealed traffic study determines that completion of an otherwise required stub will cause traffic volumes to exceed the following thresholds along the completed street, completion of that existing stub may be waived.

~~Existing stubs where driveway access to individual residential lots has not been minimized indicate that a street should have “local” volumes of less than 1,500 vehicles per day. If a sealed traffic study determines that completion of an otherwise required stub will cause traffic volumes to exceed that threshold along the completed street, completion of that existing stub may be waived.~~

- Stub has full cross-section (back of curb to back of curb) and sidewalk: 1,500 vpd;
- Stub without full cross-section, but with sidewalk: 1,200 vpd;
- Stub without full cross-section and no sidewalk: 750 vpd.

2. **Environmental Considerations.** Older stubs often pre-date critical FEMA floodplain regulations and designations of streams as subject to the Neuse Buffer Rule. These regulations and designations are known to dramatically increase the costs associated with completing these stubs which brings about more focused consideration of these

costs as compared to the magnitude of the benefits that may be gained. It is recognized by this policy that unless such a stub has been identified in an adopted transportation plan, and/or the street is identified as needing to carry traffic volumes equivalent to a Major Collector or higher, completion of the stub may be waived. Such exemption would typically be based on situations where environmental compliance is either unattainable (as directed by USACE and NCDEQ) or the cost of such permitting is highly impractical for the benefit provided by completing the stub connection. Such environmental exemptions shall be submitted for review/approval by the Town Engineer.

3. **Redundancy.** Completion of a stub may also be waived if not necessary to minimally meet the requirements of items “A.” through “E.” identified in Section II of this policy. In that case, completion of two or more stubs in close proximity to each other may be considered redundant. Where existing stubs exceed the minimum requirements – leading to a consideration of being redundant, priority for completion will be assigned according to the following ranked criteria:
 - a. The connection with the lowest projected traffic volume.
 - b. The connection where the existing stub cross-section is most complete (curb, gutter, sidewalk, etc.).
 - c. The connection with the shortest existing stub length.

The Town’s Unified Development Ordinance (UDO), Comprehensive Plan, and Transportation Plan all recommend mitigation measures for pedestrian and bicycling modes of travel, including interconnectivity and construction of proposed greenway trails and sidewalks. Improvements should be considered for all transportation modes to ensure that the Town is providing equitable accessibility for all residents. Additionally, by providing residents with alternate transportation options, there is the possibility that shorter trips will be completed by walking or bicycling, as opposed to driving.

Therefore, whenever the completion of a stub is waived, and in the absence of environmental considerations, a pedestrian or multi-use path connection shall be provided where the existing stub already has sidewalks/side-paths or is slated to have sidewalks/side-paths as part of an adopted transportation plan or capital improvement plan.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Council Meeting Minutes		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: Minutes from the April 26, May 2, May 17, May 31, and June 6, and June 21, 2022 Council Meetings.		
Recommended Motion and/or Requested Action: Consider approving minutes		
Detailed Notes: 		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Town of Garner
Town Council Work Session Minutes
April 26, 2022**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager, Jeff Triezenberg-Planning Director, Chris Johnson-Town Engineer, Jodi Miller-Asst. Town Manager, David Beck-Finance Director, Terri Jones-Town Attorney, and Ashley Knotts-Deputy Town Clerk

David Beck attended via TEAMS

ADOPTION OF AGENDA

Motion: Vance
Second: Singleton
Vote: 5:0

DISCUSSION/REPORTS

Bryan and White Oak roads intersection update

Presenter: Jeff Triezenberg, Planning Director

Mahler's Creek Planned Residential Development was placed on hold until a determination could be made on exactly what road improvements would be necessary to allow for the signalization of the intersection of Bryan and White Oak Roads. Other projects have entered the review process of the Town's Technical Review Committee and are dependent upon the outcome of the intersection. Staff discussed funding options for these projects.

Action: Staff will bring back in May for another update.

Electronic Public Notice Amendment

Presenter: Terri Jones, Town Attorney

State law requires public notice prior to, and in some cases after, certain hearings or actions by Town Council. When notice is required to be published in a local newspaper, the Town faces additional costs and time constraints in scheduling hearings and presenting items to Council. Currently, the Towns of Apex, Cary, Garner and Knightdale are authorized to provide notice of public hearings through electronic means. A local bill amendment would be needed to expand this authority to all types of public notice, not only to public hearings.

Action: Consensus for Town Lobbyist to move forward with the bill.

MANAGER REPORTS

- Pending Agenda Report
- Financial Report
- GPAC event Willie Bradley on April 29 from 8-10 p.m.
- Garner Rec Center Family Movie night on May 6th 8:15-10:15 p.m.

COUNCIL REPORTS

Singleton

- Stated there was a lot of traffic at the Post Office causing the drive-up mailboxes to become blocked.

Mayor

- Celebrated the 25th Annual Relay for Life this past weekend.
- Congresswoman Ross planned to be in downtown Raleigh on May 4th. Event was postponed.
- Received notification on High School graduations, asked if any Council members would like to attend.

Council Members Vance, Behringer, and Dellinger had nothing to report.

Motion: Matthews

Second: Vance

Vote: 5:0

ADJOURN: 7:08 p.m.

**Town of Garner
Town Council Regular Meeting Minutes
May 2, 2022**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager, Jodi Miller-Asst. Town Manager, David Beck-Finance Director, Joe Stallings-Economic Development Director, Maria Muñoz-Blanco-PRCR Director, Terri Jones-Town Attorney, and Stella Gibson-Town Clerk

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

PLEDGE OF ALLEGIANCE: Council Member Elmo Vance

INVOCATION: Council Member Elmo Vance invited Rev. Reginald McClenton, Pastor of Rand Street Christian Church to deliver the invocation.

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Matthews
Second: Behringer
Vote: 5:0

PRESENTATIONS

Mayor Marshburn read a Proclamation proclaiming May 15 through May 21, 2022 as Peace Officers' Memorial Day Police Week.

Mayor ProTem Vance read a Proclamation proclaiming the week of May 1 through May 7, 2022, as Small Business Week.

CONSENT

Annexation Petitions

Presenter: David Bamford, Asst. Planning Director

Voluntary satellite annexation petitions for public water and sewer connections-
(ANX-22-01) Greenfield 27 – Contiguous annexation
(ANX-22-02) 3300 Waterfield Drive– Satellite annexation
(ANX-22-03) 200 Laurensfield Court– Satellite annexation
(ANX-22-04) 300 Waterfield Ridge Place – Satellite annexation

Action: Approve Resolution (2022) 2486

Surplus Property

Presenter: David Beck, Finance Director

Replacement of vehicles and equipment per the VERT adopted plan is ongoing and as assets are cycled out of service we would like to sell them.

Action: Approve Resolution (2022) 2485

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Council Meeting work session and closed session minutes from the March 29 meeting.

Action: Approve minutes

Action: Approve Consent Agenda

Motion: Matthews

Second: Behringer

Vote: 5:0

PUBLIC HEARINGS

NEW/OLD BUSINESS

FY2022-2023 Recommended Budget

Presenter: Rodney Dickerson, Town Manager

Mr. Dickerson presented an overview of the FY2022-2023 Recommended Budget.

Action: This item was provided as information and background for Council's future budget deliberations.

COMMITTEE REPORTS

MANAGER REPORTS

- Staff is working to provide training and improve the Garner info process. Ms. Miller will continue following-up on items brought up by Council.
- A Juneteenth celebration will be held on Sunday, June 19th on the back lawn of GPAC. This event is intended to be inclusive of the entire community and will include music, dance, poetry, food trucks, etc.
- The pedestrian plan kickoff is this week. Council Members Singleton and Matthews will represent the Council.

ATTORNEY REPORTS

COUNCIL REPORTS

Matthews

- Reported attending a flag raising and lowering ceremony in Wake Forest. This event is held monthly from April through October.
- Advised Council of the opportunity to become a Purple Heart Town.

- Bricks are still available for purchase at the Lake Benson Park Veterans Memorial.

Singleton

- Thanked staff for responding to complaints of tall grass
- Appreciated Mr. Dickerson mentioning garner info. This is a very helpful document when responding to citizens.

Behringer

- Reported attending the CityVision Conference in Wilmington.

Dellinger

- Advised the DGA had its first community meeting.
- Stated he was proud of the Town's Police Department and thankful for everything they do.

Vance

- Also attended the CityVision Conference.

Marshburn

- Also attended the CityVision Conference.
- Thanked Mr. Dickerson and the Junteteenth Committee for their work organizing the celebration.

CLOSED SESSION

Council met in closed session to discuss a possible real estate acquisition and the Town's negotiating position. No action was taken.

ADJOURN: 8:42 p.m.

**Town of Garner
Town Council Regular Meeting Minutes
May 17, 2022**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: John Hodges-Asst. Town Manager, Jodi Miller-Asst. Town Manager, David Beck-Finance Director, Forrest Jones-Public Works Director, Terri Jones-Town Attorney, David Bamford-Asst. Planning Director, Chris Johnson-Town Engineer, Jeff Triezenberg-Planning Director, Mike McIver-Deputy Chief, Kyle Kettler-Communications Specialist, Mari Howe-Special Projects Manager and Ashley Knotts-Deputy Town Clerk.

Rodney Dickerson attended via TEAMS.

PLEDGE OF ALLEGIANCE: Council Member Kathy Behringer

INVOCATION: Council Member Kathy Behringer

PETITIONS AND COMMENTS

Leslie Lynette, 1145 Southern Meadows Drive, introduced the Garner Elite Softball League who were in attendance to support athletics of Garner.

Brittney Stevens, sophomore at Garner Magnet High School, expressed thanks for providing fields and facilities for young girls to be introduced to softball.

Council Member Dellinger has been serving on the Garner Elite Board since 2019 and recognized Bill Oates for starting the first Garner Elite team. Council Member Singleton added that Mr. Oates was also involved with Garner basketball for many years.

ADOPTION OF AGENDA

Motion: Matthews
Second: Singleton
Vote: 5-0

PRESENTATIONS

- Council Member Singleton presented the proclamation for National Public Works Week to Forrest Jones.
- Council Member Matthews read and received the Purple Heart proclamation on behalf of the Veterans Committee.

CONSENT

Annexation Petition - ANX-22-09, 81 Rupert Road
Presenter: David Bamford, Asst. Planning Director

Voluntary contiguous annexation (ANX-22-09) petitioned by Lauren & Ryan Real Estate, LLC to annex 1.08 +/- acres located at 81 Rupert Road along the east side of Rupert Road just north of Purser Drive. The area may also be identified as Lot 3 of the plat recorded at Book of Maps 1986, page 930, Wake County Registry or PIN# 0791968335.

Action: Approve Public Hearing for June 6, 2022; Adopt Resolution (2022) 2490

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Council meeting minutes from the April 4 and April 19 Regular meetings and special and closed session minutes from the April 19 and April 25 meetings.

Action: Approve minutes

Budget Amendment - Pay & Class Study

Presenter: David Beck, Finance Director

The Human Resources department will be kicking off the upcoming pay and class study being led by the MAPS Group. The total cost of the study is expected to be \$35,000. It is proposed to pay the full cost of the study out of available fiscal year 2021-22 funds. Lapse salary and benefits from vacant budget positions in the Town Manager's office will be transferred to the Human Resources department to cover the cost of the study.

Action: Adopt Ordinance (2022) 5112

Resolution to Authorize Increase in Micro-Purchase Threshold

Presenter: David Beck, Finance Director

This resolution extends the Town of Garner's authorization to raise the micro-purchase thresholds above \$10,000 for federal awards that are subject to Uniform Guidance procurement regulations. A micro-purchase qualifies as an informal, noncompetitive procurement method. The Office of Management and Budget allows units of local government to raise, via annual self-certification, the micro-purchase threshold to a higher threshold that is consistent with State law.

Action: Adopt Resolution (2022) 2487

Budget Amendment - Juneteenth Celebration

Presenter: David Beck, Finance Director

The Town will be hosting its first in-person Juneteenth celebration this year. Unused funds in the Town Manager's budget will be transferred to the PRCR department to cover the cost of the event.

Action: Adopt Ordinance (2022) 5113

Authorization for Wake County to Levy and Collect Town of Garner Property Tax

Presenter: David Beck, Finance Director

This resolution authorizes the Wake County Tax Administrator to levy and collect property taxes for the Town of Garner during the 2022-2023 fiscal year.

Action: Adopt Resolution (2022) 2488

Lake Drive Utilities Staking-Statement of Work #3

Presenter: Chris Johnson, Town Engineer

Arcadis Statement of Work #3 covers utility staking by sub-consultant for construction of Lake Drive widening project.

Action: Authorize the Town Manager to execute Statement of Work #3 with Arcadis, Inc.

Action: Approve Consent Agenda

Motion: Behringer

Second: Matthews

Vote: 5-0

PUBLIC HEARINGS

Proposed FY22-23 Budget Public Hearing

Presenter: Jodi Miller, Asst. Town Manager

This is the second of two public hearings for the proposed FY22-23 operating budget. This public hearing provides an opportunity for residents to provide feedback and ideas for the Town's proposed FY22-23 budget. The Recommended FY22-23 Budget was presented during the May 2, 2022, Council meeting. In addition, Town Council held its budget work session on May 12, 2022. Online comments and ideas on the proposed FY22-23 budget can be submitted at Garner Budget Comment Form.

Mayor opened public hearing.

Rex Whaley, 102 Pineway St, expressed concerns regarding the increase in sales tax proposed for this year.

Mayor Marshburn closed public hearing.

Action: Hold a public hearing and receive public comment on the proposed FY22/23 budget.

Street Closing - SC-22-01, Wilmington Road

Presenter: David Bamford, Asst. Planning Director

Mayor Marshburn opened public hearing

Street (right-of-way) closing request (SC-22-01) submitted by HMBP-BCP, LLC; Doggett Associates, LLC; and Zane Ian and Sara Savannah Lapinskes to close the southern portion of right-of-way of Wilmington Road in accordance with the approval of SUP-SP-21-05, Beacon Commerce Park where Wilmington Road will be realigned and connected to Calebar Street.

Mr. Bamford advised that under state law, consent of NC DOT is required for the closure of a public road or right-of-way. Mr. Bamford also advised that the last closing was done in 2017 and just like annexations and zonings, state law outlines a specific procedure to follow. Staff sent out certified letters to everyone on that road and posted signs. An ad was also placed in the News and Observer for four consecutive weeks.

Ms. Jones noted that Wilmington Road is within the Town limits, but the State still maintains the road. Normally, you would get consent prior to the public hearing but if you don't take action, you can still hold the public hearing now and wait for the consent to be received from NC DOT.

Applicant Greg Sandroider with Beacon Commerce Park, 104 Lake Cliff Court, stated that by June 15th they will have the final paving and striping complete and by the end of June the road will be open to traffic.

Mayor Marshburn Closed Public Hearing

Action: Closure of hearing but delay action until applicants obtain NCDOT consent.

Conditional Zoning Map Amendment w/ Master Plan: CZ-MP-21-10, Bennett Assemblage

Presenter: David Bamford, Asst. Planning Director

Tier 2 conditional zoning map amendment request (CZ-MP-21-10) submitted by RTS Development, LLC, to rezone 62.9 +/- acres from Single-Family Residential (R-40) to Multifamily (MF-2 C249) Conditional to allow for the development of clustered single-family homes, townhomes, and apartments. The site is located along the west side of US 401 south of Midway Baptist Church and may be further identified as Wake County PIN # 0790118607.

Council Member Dellinger asked if anything is pending or being discussed regarding development west of the property and asked for clarity on rezoning for MR and not PRD. He also asked if this was consistent with the Town's Land Use Plan. Mr. Bamford responded that the property owners reached out to him regarding the public hearing, but did not have concerns or plans to develop their site at this time. Mr. Triezenberg stated the rezoning can be done either way. The property is consistent with the Town's Land Use Plan but leaves commercial as optional, but not necessarily required.

Applicant Beth Blackman with Timmons Group gave an overview of their master plan.

Dan Matthews, 7801 Lake Wheeler Road, representing Tommy Matthews who could not be in attendance, was concerned about the 101 acres and the impact of how this development will affect his property.

Brenda Compton, a consultant from a commercial real estate broker located at 1027 Highway 70 West, Suite 600, representing Tommy Matthews, asked to table this this matter until Mr. Matthews can attend.

Russel Stewart, 103 Magical Court, is a commercial real estate broker representing the Buffalo family, stated the family is very pleased with the developer and the commitment they have upheld.

David Smith, 1913 St. Patrick Drive, asked what the proposed maximum stories were for the apartments and expressed density and dwelling concerns regarding the Swift Creek Management Plan. Mr. Triezenberg stated the apartments can go vertical and that they should not be held to that dwelling unit standard.

Council Member Singleton stated more clarification is needed on this project.

Council Member Matthews suggested to continue this public hearing for 60 days.

Scott Copeland, Principle of RST Development, asked to close the public hearing and move forward with the Planning Commission to make their determination.

Action: Motion to continue July 21st meeting.

Motion: Singleton
Second: Vance
Vote: 5:0

NEW/OLD BUSINESS

LMG Master Development Agreement

Presenters: Terri Jones, Town Attorney and Mari Howe, Special Projects Manager

Lansing Melbourne Group (LMG) has finalized the downtown development project Master Development Agreement (MDA) for approval by Town Council.

Action: Adopt Resolution (2022) 2489 to authorize execution of the MDA with the proposed Amendment regarding housing affordability standards.

Motion: Singleton
Second: Behringer
Vote: 5:0

FY21 Audit Deadline Response

Presenter: David Beck, Finance Director

The Local Government Commission (LGC) changed the way it evaluates audit reports beginning with the 2020-2021 audit year. The LGC relies on the audit firms to identify any areas of concern and then requires the unit of government to submit a written response. As previously presented to Council, our audit report was submitted late due to an issue with obtaining our actuarial report for retirement benefits. A written response has been prepared for your consideration. If approved, the response must be signed by the Mayor, a majority of the Town Council, the Town Manager, and the Finance Director.

Action: Approve written LGC audit response.

Motion: Matthews
Second: Behringer
Vote: 5:0

COMMITTEE REPORTS

- Public Works Committee meeting is scheduled for Tuesday, May 24th at 8:30 a.m. in the Training Room.

MANAGER REPORTS

- Southeast Area Study update by CAMPO kicks off Thursday from 2:00 p.m. - 4:00 p.m.
- The 1st Night Market of the season will be on Friday, May 27th from 5:00 p.m. - 9:00 p.m.
- Memorial Day Observance is on Monday, May 30th at 9:00 a.m. at Lake Benson Park.
- Congresswoman Ross' visit to downtown Raleigh was rescheduled to Friday, July 22nd at 9:30 a.m.
- Parks and Rec is gearing up for Summer Camps.

ATTORNEY REPORTS

- Introduced Emanuel Mihangos, who attends Campbell Law School, and will be the legal intern this summer.
- Recorded the deed to the GEDC property exchange.

COUNCIL REPORTS

Singleton

- WRAL Tar Heel Traveler featured a story about the Morehead Planetarium; stated the Director of the Planetarium, Dr. Todd Boyette, grew up in Garner.

Marshburn

- Two ladies who were major figures in the Town passed; former Mayor's wife – Betty Rohrbaugh, and former Town Manager, Mary Lou Todd. Both ladies made significant contributions to the Town and were well known throughout the community.

Behringer

- The Daniel Center for Math and Science awarded scholarships to four students including one student from Garner High School.
- Rush Hour Carting is one of the top four meeting and banquet facilities for square feet space in the area.
- Asked when the homes and duplexes at Jones Sausage and Pearl Street are going to be demolished. Mr. Hodges explained there is a 30-day window for cleanup after all the training is complete.
- Selected as President of the Garner Women's Club.

Dellinger

- Thanked the Optimus Club and Police Department and those who attended the banquet.

Vance

- Thanked Public Works for the quick response and clean-up of a reported dead animal on the side of the road.
- Remember the tragedy of events in this Country and keep everyone in our prayers.

Mr. Matthews had nothing to report.

Motion: Behringer
Second: Matthews
Vote: 5:0

ADJOURN: 10:08 p.m.

**Town of Garner
Work Session Agenda Minutes
May 31, 2022**

The work session meeting of the Council was conducted at 6:00 p.m. in the Ronnie S. Williams Council Chambers located at 900 7th Avenue.

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

Present: Mayor Ken Marshburn, Mayor ProTem Elmo Vance, Council Members, Demian Dellinger, Phil Matthews, Kathy Behringer and Gra Singleton.

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager, Jodi Miller-Asst. Town Manager, Rick Mercier-Communications Manager, David Beck-Finance Director, Jeff Triezenberg-Planning Director, Chris Johnson-Town Engineer, Gabi Lontos-Lawlor-Senior Planner, Forrest Jones-Public Works Director, Lori Smith-Police Chief, Mari Howe-Special Projects Manager, Leah Harrison-Asst. Town Engineer, Terri Jones-Town Attorney, and Ashley Knotts-Deputy Town Clerk.

Tony Beasley, Inspections Director, and Council Members Elmo Vance and Kathy Behringer attended via TEAMS.

ADOPTION OF AGENDA

Mayor Marshburn asked to discuss the debris issue in the Eagle Ridge neighborhood.

Motion: Vance
Second: Singleton
Vote: 5:0

DISCUSSION/REPORTS

Mr. David Smothers, President of Eagle Ridge HOA, stated that a storm came through the neighborhood of Eagle Ridge and caused significant damage to homes as well as numerous trees. Mr. Smothers asked the Town for a one-time pick up of debris in their neighborhood.

Signalization of Bryan and White Oak Roads Intersection Update

Presenter: Jeff Triezenberg, Planning Director

Consideration of the Mahler's Creek PRD was placed on hold until the question of what exact improvements would be necessary to signalize the intersection of Bryan and White Oak roads. Other projects in review with the Technical Review Committee are also dependent on this discussion and have contributed additional analysis. Staff previously discussed the results of their discussions with both developers and NCDOT staff. Randy King from PulteGroup will provide progress report and expected timeline to complete their efforts by June.

Action: Continue to the June Work Session.

Street Stub Completion Policy

Presenter: Jeff Triezenberg, Planning Director

Discussion related to future adoption of an official policy for objective circumstances under which a public street stub connection shall NOT be completed within the Town of Garner's jurisdiction and when alternative connections shall be made. This policy would establish standards which apply to all development and redevelopment within the Town and its extra-territorial jurisdiction (ETJ). Draft policy inclusive of purpose, need, standards and exemptions.

Action: Place on future agenda for possible adoption.

Engineering Manual (and Standard Details Update)

Presenter: Chris Johnson, Town Engineer

Staff provided an overview of the new draft Engineering Manual for Streets & Stormwater, as well as updated Town Standard Details. The Draft Manual can be found on the Town's website.

Action: Received as information

American Rescue Plan Policies

Presenter: Terri Jones, Town Attorney and David Beck, Finance Director

The Town of Garner will receive \$10,009,000 in Federal American Rescue Plan Act (ARP) funds. Prior to expending these Federal funds, the Town must adopt certain policies.

Action: Place on June 6th agenda for adoption of the policies.

MANAGER REPORTS

- Pending Agenda June Report
- The Town is currently working with NC DOT regarding an ADA curb ramp retrofit program. The project is scheduled to start in early June and run through September.

COUNCIL REPORTS

Singleton

Stated several people are parking on the side of Clifford Road at South Garner High School and suggested that NC DOT install a No Parking sign there and for staff to contact the school Principal. Mr. Hodges stated he reached out to the Principal but has not received a response. Mr. Triezenberg also reached out to NC DOT to see if Clifford Road could be annexed.

Mayor

- Thanked those who put together the Memorial Day service
- Received a Purple Heart sign at the Memorial Service and would like to put it up at the Veterans Memorial.

All Council Members were in support of the traffic calming devices installed on Poole Road, and Main Street.

Action: Adjourn Budget Work Session at 4:00 p.m. and Work Session at 6:15 p.m.

Motion: Singleton
Second: Behringer
Vote: 5:0

ADJOURN: 8:49 p.m.

DRAFT

**Town of Garner
Town Council Regular Meeting Minutes
June 6, 2022**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager, David Bamford-Asst. Planning Director, Jeff Triezenberg-Planning Director, Mari Howe-Special Projects Manager, Jodi Miller-Asst. Town Manager, David Beck-Finance Director, Alison Jones-Planner, Chris Johnson-Town Engineer, Reginald Buie-Senior Planner, Terri Jones-Town Attorney, and Stella Gibson-Town Clerk

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

Mayor Marshburn reminded everyone that 78 years ago today was D-Day, commonly referred to as the Battle of Normandy and to remember the soldiers who lost their lives.

PLEDGE OF ALLEGIANCE: Council Member Phil Matthews

INVOCATION: Council Member Phil Matthews

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Vance
Second: Matthews
Vote: 5:0

PRESENTATIONS

Council Member Singleton presented a Resolution Honoring Mary Lou Todd, former Town Clerk and Town Manager. Council consensus to adopt Resolution (2022) 2493.

CONSENT

Adoption of Capital Project Ordinances for 2021 Bond-Related Projects

Presenter: David C. Beck, Finance Director

Establishment of capital project ordinances for projects associated with the \$69,000,000 voter approved bond package. The ordinances identify the projects to be undertaken as well as the revenues that will fund the projects. Project ordinances may be amended as needed over the life of the project.

Action: Adopt Ordinances (2022) 5114, (2022) 5115, (2022) 5116, and (2022) 5117

Budget Amendment - Technology and Public Safety Projects

Presenter: David C. Beck, Finance Director

Council previously authorized the use of CARES Act funds that are part of fund balance to be used for an initiative to replace the current desktop thin client devices with docking laptops. Another technology need is for a new generator on the Public Works campus which aids with IT redundancy and backups as well as public safety. The generator would also primarily be funded with CARES Act money along with pulling additional budgeted funds from contingency and vehicle maintenance due to the cost being higher than initial estimates. Due to long delivery timelines associated with supply chain issues the generator needs to be ordered as soon as possible.

Action: Adopt Ordinance (2022) 5118

Budget Transfer - Salt Spreader

Presenter: David C. Beck, Finance Director

The Public Works department would like to shift some surplus funds in order to purchase a salt spreader for snow and ice removal. The spreader was submitted as a budget request for next fiscal year but was not able to be funded. The department operates two spreaders during inclement weather. This new unit would replace a spreader that has suffered several failures and is no longer supported by the manufacturer.

Action: Adopt Ordinance (2022) 5119

Surplus Property

Presenter: David C. Beck, Finance Director

Replacement of vehicles and equipment per the VERT adopted plan is ongoing and as assets are cycled out of service we would like to sell them. Also requested is to surplus a recently wrecked police car which has been totaled by our insurance company.

Action: Adopt Resolution (2022) 2491

American Rescue Plan Policies

Presenters: Terri Jones, Town Attorney and David Beck, Finance Director

The Town of Garner will receive \$10,009,000 in federal American Rescue Plan Act (ARP) funds. Prior to expending these federal funds, the grant award terms and conditions require the Town to adopt certain policies.

Action: Adopt Resolution (2022) 2492

ARP Grant Project Ordinance

Presenter: David C. Beck, Finance Director

This ordinance sets the project budget for expenditure of the American Rescue Plan Act funds awarded to the Town. The Town has elected to take the one time standard allowance of \$10,009,000 which can be spent on general government services. These funds will be used to pay for already budgeted salaries and benefits. The grant project ordinance can be amended as needed over the life of the project.

Action: Adopt Ordinance (2022) 5120

Engineering Manual (and Standard Details Update)

Presenter: Chris Johnson, Town Engineer

To adopt Engineering Manual as presented to Town Council at the May 31 Work Session.

Action: Adopt Engineering Manual with an effective date of July 1, 2022.

Action: Adopt Consent Agenda

Motion: Matthews

Second: Singleton

Vote: 5:0

PUBLIC HEARINGS

Mayor Marshburn explained the procedures to be followed during the following hearings and asked Council to disclose any bias, ex parte communications, any close familial, business or other associational relationships with an affected person, or have a financial interest in the outcome. Hearing none, the Clerk administered the Oath to Alison Jones, Don Ingrassano, and David Ingrassano.

Mayor Marshburn opened the hearing.

Annexation Petition: (ANX-22-01) Greenfield 27 – Contiguous annexation

Presenter: David Bamford, Asst. Planning Director

Voluntary satellite annexation petitions for public water and sewer connections- (ANX-22-01) Greenfield 27 – Contiguous annexation

Mayor Marshburn closed the hearing.

Action: Adopt Ordinance (2022) 5121

Motion: Singleton

Second: Matthews

Vote: 5:0

Mayor Marshburn opened the hearing.

Annexation Petition: (ANX-22-02) Waterfield Drive

Presenter: David Bamford, Asst. Planning Director

Voluntary satellite annexation petitions for public water and sewer connections- (ANX-22-02) 3300 Waterfield Drive– Satellite annexation

Mayor Marshburn closed the hearing.

Action: Adopt Ordinance (2022) 5122

Motion: Vance

Second: Matthews

Vote: 5:0

Mayor Marshburn opened the hearing.

Annexation Petition: (ANX-22-03) 200 Laurensfield Court

Presenter: David Bamford, Asst. Planning Director

Voluntary satellite annexation petitions for public water and sewer connections- (ANX-22-03) 200 Laurensfield Court– Satellite annexation

Mayor Marshburn closed the hearing.

Action: Adopt Ordinance (2022) 5123

Motion: Matthews

Second: Vance

Vote: 5:0

Mayor Marshburn opened the hearing.

Annexation Petition: ANX-22-04, 300 Waterfield Ridge Place

Presenter: David Bamford, Asst. Planning Director

Voluntary satellite annexation petitions for public water and sewer connections- (ANX-22-04) 300 Waterfield Ridge Place – Satellite annexation

Mayor Marshburn closed the hearing.

Action: Adopt Ordinance (2022) 5124

Mayor Marshburn opened the hearing.

Annexation Petition: ANX-22-09, 81 Rupert Road

Presenter: David Bamford, Asst. Planning Director

Voluntary contiguous annexation (ANX-22-09) petitioned by Lauren & Ryan Real Estate, LLC to annex 1.08 +/- acres located at 81 Rupert Road along the east side of Rupert Road just north of Purser Drive. The area may also be identified as Lot 3 of the plat recorded at Book of Maps 1986, page 930, Wake County Registry or PIN# 0791968335.

Mayor Marshburn closed the hearing.

Action: Adopt Ordinance (2022) 5125

Motion: Matthews

Second: Vance

Vote: 5:0

Mayor Marshburn opened the hearing.

SUP-SP-22-05 Crazy Axe (Special Use Permit)

Presenter: Alison Jones, Planner

Special use site plan (SUP-SP-22-05) request submitted by Crazy Axe, LLC for the expansion of an existing business into an outdoor operations area in the South Station shopping center along Garner Station Boulevard. The site is located at 1531 Garner Station Boulevard and may be further identified as being located on Wake County PIN # 1701282581.

Don Ingrassano gave a brief overview of the project.

Mayor Marshburn closed the hearing.

Action: I find the application #SUP-SP-22-05 meets the Town's eight (8) criteria for special use permits as identified in Article 3.9.2.D.; therefore, I move that the Town Council adopt SUP-SP-22-05, Crazy Axe with the permit that will be prepared by staff.

Motion: Matthews
Second: Vance
Vote: 5:0

NEW/OLD BUSINESS

Conditional Zoning Map Amendment CZ-21-13, 1709 Clifford Road

Presenter: Reginald Buie, Senior Planner

Conditional district rezoning request (CZ-21-13) submitted by Shujaat Ali on behalf of SASA Development to rezone approximately 5.16 +/- acres from Single-Family Residential (R-40) to Single-Family Residential Conditional (R-9 C254). The site is located at 1709 Clifford Road and may be further identified as Wake County PIN 1629-05-0985. The maximum number of units on the property is restricted to 14 which is a density of around 2.7 units per acre.

Neal Gosch stated that based on comments by Council and the Planning Commission they are now requiring that every foundation be more than 12 inches in height so all will have brick or stone veneer.

Action: I move that the Town Council accept the Planning Commission's written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section V of the staff report, as our own; and I further move that the Town Council adopt Ordinance (2022) 5126 approving rezoning CZ-21-13, as the request is reasonable and in the public interest because it will likely be of an overall design that keeps within the Town's character and improves property values and mix housing types in infill areas in harmony with adjoining, older neighborhoods.

Motion: Singleton
Second: Behringer
Vote: 5:0

Conditional Zoning Map Amendment CZ-22-03, Timber Drive – Thompson Investment Properties

Presenter: Reginald Buie, Senior Planner

Conditional district rezoning request (CZ-22-22) submitted by Raleigh North Development to rezone approximately 16.78 +/- acres from Single-Family Residential (R-20) to Office and Institutional (O&I C256) Conditional District. The site is located at 0 Timber Drive and may be further identified as Wake County PINs 1710546449 and 1710641582.

Mr. Buie provided an overview of the request.

Mr. Bamford noted that if this re-zoning gets approved, they will have to come back for a full site plan subdivision approval at staff level.

Phil Layton, 5003 Falls of Neuse Road, thanked the Council and staff for their guidance as they moved forward in the process.

Action: I move that the Town Council accept the Planning Commission's written statement regarding consistency of the zoning amendment request with adopted land use plans detailed in Section 5 of the staff report and find the request inconsistent due to inconsistency with the Garner Forward Plan; yet, also move that the Town Council adopt Ordinance 2022) 5127 approving rezoning CZ-22-03 as the request is still reasonable and in the public interest because it will likely be of an overall design that keeps within the Town's character, improve property values, mix housing types in infill areas in harmony with adjoining, older neighborhoods.

Motion: Vance
Second: Matthews
Vote: 4:1

Council Member Singleton expressed concern about people traveling from east to west and seeing the 3-story units.

Hunters Mark Subdivision Traffic Calming (Hay River Street)

Presenter: Chris Johnson, Town Engineer

Mr. Johnson presented a brief background of the traffic calming project requested by Hunters Mark Subdivision along Hay River Street. The presentation included design and funding options.

Action: Approve project and authorize staff to incorporate the work into the 2022 Annual Resurfacing Contract.

Motion: Vance
Second: Matthews
Vote: 5:0

Spring Drive Townes Re-Submittal Time Lapse Waiver Request

Presenter: Jeff Triezenberg, Planning Director

Mr. Triezenberg advised a request was received by Triland Property in accordance with Section 3.6.1.I.5. of the Garner UDO regarding Town Council asking for consideration of waiving the one-year time-lapse requirement in Section 3.6.1.I.4. The request would allow an application similar to CZ-SB-21-02, Spring Drive Townes, to be submitted to the Planning Department prior to January 18, 2023.

Rehab Hamid reviewed some of the revisions made to the plan since the last meeting including a 15% reduction in units as well as providing more open space. They are also working with staff regarding possibly adding traffic calming measures in the new plan.

Council Member Dellinger stated he still had concerns regarding the entrance on Timber Drive.

Action: Approve waiver

Motion: Singleton
Second: Matthews
Vote: 5:0

Continued Budget Discussion for FY22-23 Recommended Budget

Presenter: Rodney Dickerson, Town Manager and Jodi Miller, Asst. Town Manager

The item is a continuation of Council's FY22-23 budget discussion from the May 31 Special Budget Meeting.

Ms. Miller presented a summary and highlights of the proposed FY 22-23 operating budget including the impact of a tax increase of 3.5, 4, and 4.5-cents.

Council discussed several options as well as the challenges associated with this budget.

Action: Adopt a 4-cent ad valorem tax rate increase and the proposed fee schedule as part of the FY 22-23 operating budget.

Rex Whaley, 102 Pinewood Street, stated the public comment period should be extended to allow more time for public comment. He also asked for clarification regarding the tax rate increase, funding for the Revenue Savings Plan, the 2-cent tax increase approved for Bond debt service, and operating needs. Ms. Miller explained how the proposed budget was structured and responded to his concerns.

COMMITTEE REPORTS

The Juneteenth Celebration will be held on June 19th @ the GPAC starting at 2:30 p.m. The event is intended to be inclusive of the entire community and will include music, dance, poetry, food trucks, etc.

MANAGER REPORTS

- The NC DOT large ADA curb ramp project will start in June and impact several intersections around Garner.
- NC DOT will be holding a public meeting on July 7th at 6:00 p.m. at Garner Senior High School to enable local property owners to receive and review information related to the designs for the widening of Jones Sausage Road between the I-40 interchange and East Garner Road. Citizens along the corridor will receive a postcard alerting them to the meeting.
- The Pedestrian Plan that the Town is doing in partnership with NC DOT has kicked-off. An on-line survey is available for citizen input.

ATTORNEY REPORTS

Advised that as part of the Transparency Act, Council is required to disclose if they are a director, officer or governing board member of non-profits and organizations included in the FY 23 proposed budget. Council who meet this requirement must recuse themselves from voting on these items.

COUNCIL REPORTS

Singleton

- Thanked everyone who worked on the Resolution for Mary Lou Todd.

Dellinger

- Reported the DGA hired a new Downtown Development Director, Shayla Douglas.

Behringer

- Asked that the political signs on Timber Drive be picked-up.
- Asked if broken medians at Garner Road and Vandora Springs, at the off ramp from Hwy 70 onto Vandora Springs and at Forest Hills could be repaired.
- Thanked the Mayor for mentioning D-Day.

Council Members Mathews, Vance had nothing to report.

ADJOURN: 9:33 p.m.

**Town of Garner
Town Council Regular Meeting Minutes
June 21, 2022**

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

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: Rodney Dickerson-Town Manager, David Bamford-Asst. Planning Director, Jeff Triezenberg-Planning Director, Mari Howe-Special Projects Manager, Jodi Miller-Asst. Town Manager, David Beck-Finance Director, Chris Johnson-Town Engineer, Reginald Buie-Senior Planner, Terri Jones-Town Attorney, and Stella Gibson-Town Clerk

Also Present: Emmanuel Mijangos Lopez-Legal Intern

PLEDGE OF ALLEGIANCE: Council Member Gra Singleton

INVOCATION: Council Member Gra Singleton

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Singleton
Second: Matthews
Vote: 5:0

PRESENTATIONS

Joe Stallings, Economic Development Director, introduced Shayla Douglas, Downtown & Small Business Development Manager.

CONSENT

White Oak Roundabout - Utility Test Holes (RK&K & Wetherill Engineering)

Presenter: Chris Johnson, Town Engineer

To authorize subsurface utility test holes to ensure proper clearances are accommodated for grading and storm drainage construction.

Action: Authorize Town Manager to execute Statement of Work #3 with RK&K.

2022 Resurfacing Contract - Change Order #1 (Hay River Street Traffic Calming)

Presenter: Chris Johnson, Town Engineer

To approve change order #1 on the 2022 Annual Resurfacing project for a traffic calming project in Hunters Mark Subdivision (Hay River Street).

Action: Authorize Town Manager to execute Change Order #1 with Daniels, Inc.

Year-End Closeout Budget Amendment

Presenter: David Beck, Finance Director

Budget amendment to align revenues and expenditures to approximated actuals as part of the fiscal year close out. Some expenditure lines are being increased to ensure departments have adequate funding to finish out the year. Revenues that are greater than anticipated are being utilized to offset the expenditures.

Action: Adopt Ordinance (2022) 5128

Surplus Property

Presenter: David Beck, Finance Director

Replacement of vehicles and equipment per the VERT adopted plan is ongoing and as assets are cycled out of service we would like to declare them surplus property so they may be sold.

Action: Adopt Resolution (2022) 5129

Action: Approve Consent Agenda

Motion: Vance

Second: Singleton

Vote: 5:0

PUBLIC HEARINGS

CZ-22-05, 2967 Benson Road

Presenter: Reginald Buie, Senior Planner

Conditional district rezoning request (CZ-22-05) submitted by Keith Roberts, Timmons Group, on behalf of Newhope Church, Inc. to rezone approximately 7.66 +/- acres from Single-Family Residential (R-20) to Neighborhood Commercial (NC C266) Conditional District. The site is located at 2967 Benson Road and may be further identified as Wake County PIN 1619407373.

Beth Blackman, from the Timmons Group, provided an overview of the request.

Hearing no further comments, Mayor Marshburn closed the hearing.

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

Motion: Vance

Second: Matthews

Vote: 5:0

Mayor Marshburn opened the hearing.

Conditional Zoning Map Amendment w/ Master Plan: CZ-MP-21-10, Bennett Assemblage

Presenter: Jeff Triezenberg, Planning Director

Tier 2 conditional zoning map amendment request (CZ-MP-21-10) submitted by RTS Development, LLC, to rezone 62.9 +/- acres from Single-Family Residential (R-40) to Multifamily (MF-2 C249) Conditional to

allow for the development of clustered single-family homes, townhomes and apartments. The site is located along the west side of US 401 south of Midway Baptist Church and may be further identified as Wake County PIN # 0790118607.

This hearing is a continuation from the May 17 Council meeting.

Council Member Singleton stated there were two issues carried over from the last meeting. The applicant has addressed one, but the other was the manhole cover location. Mr. Triezenberg responded that since the last meeting the applicant has met with neighbors and reached out to environmental permitting agencies and they have come to a mutual agreement. Mr. Triezenberg noted that it was his understanding that the general location is okay with all the parties involved and that is was okay to proceed.

Council Member Dellinger stated he is not in favor of this project because it is not consistent with the Town's Future Land Use Plan that explicitly says there should be a commercial component to this project.

Keith Roberts responded to Council's questions.

Action: Consider motion to refer to Planning Commission for plan consistency review and recommendation.

Motion: Matthews
Second: Behringer
Vote: 4:1

Council Member Dellinger voted nay.

Mayor Marshburn opened the hearing.

Tier 2 Conditional Rezoning # CZ-MP-21-12, Walters Buffaloe

Presenter: David Bamford, Asst. Planning Director

Tier 2 conditional zoning map amendment request (CZ-MP-21-12) submitted by Pulte Home Company to conditionally rezone 131.2 +/- acres from Single-Family Residential (R-20) to master planned Multifamily (MF-1 C265) Conditional. The site is located along New Bethel Church Rd and Win Rd and may be further identified as Wake County PIN #'s 1629806354, 1629803590, 1629805447, and portions of PIN #'s 1629807999, 1629715058, 1629828615 and 1629518996.

Mr. Triezenberg explained that regarding Condition 20 listed on the applicant's proposed conditions – staff and the Town Attorney are reviewing the legalities and the form of that Condition. In the past, the Town has typically focused on the timing and sequencing aspect of improvements in relation to the number of building permits granted. Staff is looking at the possibility of whether or not some of this can be incorporated into a separate developers agreement that would get approved at the same time or through conditions as part of the zoning process. But in general Condition 20 is the assurance condition that the road improvements along White Oak will either be improved or what that payment would be as a fallback.

Mr. Triezenberg responded to Council's questions relating to the possibility of extending New Bethel to Cornwallis, connectivity, traffic, changing of speed limit signs, pump station, and public water and sewer.

Paul Lee, whose property is on the south side of the project, expressed concern regarding traffic on Hebron Church Road and Win Road. He also asked about fencing. Mr. Lee stated he would like to see the units be owner/occupied and not used as rental properties.

Joe Cook was concerned about the speed limit on Win Road and the dangers it poses for people walking on the road. Council Member Behringer stated she had concerns about fencing and safety on Win Road as well and would like to see this issue discussed further with the applicant.

Mayor Marshburn closed the hearing.

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

Motion: Vance
Second: Behringer
Vote: 5:0

Conditional Zoning Map Amendment w/ Master Plan: CZ-MP-22-05 White Oak Storage

Presenter: Jeff Triezenberg, Planning Director

Tier 2 conditional zoning map amendment request (CZ-MP-21-12) submitted by Ball Rentals to conditional rezone 2.76 +/- acres from Single-Family Residential 40 (R-40) and Office and Institutional (O&I) to master planned Industrial 1 (I-1 C262) Conditional. The master plan proposes a 94,500 s.f. enclosed storage facility. The site is located along White Oak Road and may be further identified as Wake County PINs # 1720448247, 1720540378, 1720447491, and 1720449451.

Douglas Ball was available for questions.

Mayor Marshburn closed the hearing.

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

Motion: Singleton
Second: Matthews
Vote: 5:0

NEW/OLD BUSINESS

FY2022-2023 Budget Ordinance

Presenter: Rodney Dickerson, Town Manager

Ordinance and fee schedule adopting the FY 2022-2023 budget and supporting documents. The Budget Ordinance was prepared based on the direction the Council provided during the June 6, 2022 Council Meeting.

Mr. Dickerson clarified that the recommended budget includes a tax increase of 4-cents; however, 2-cents was included as part of the bond referendum for future bond debt. Mr. Dickerson commended Council and for making difficult decisions on both current and long range projections and priorities and also thanked the Budget Team for their diligent work.

Council expressed their appreciation to staff for their work in preparing the recommended budget.

Action: I move that we adopt Budget Ordinance (2022) 5130 and the FY 22-23 Fee Schedule including all expenditures, except for the portion of Special Appropriations allocated to the Community of Hope.

Motion: Behringer
Second: Singleton
Vote: 5:0

Mayor ProTem recused himself from voting.

Action: I move the adoption of Budget Ordinance (2022) 5130 including the allocation to the Community of Hope Ministries as he serves as a Board member of this organization.

Motion: Singleton
Second: Matthews
Vote: 4:0

COMMITTEE REPORTS

The Human Resources Committee presented the following individuals to serve on the various committees.

Action: Appoint Ellis Williams, Willie Dupree and Judith Radcliffe to serve on the Board of Adjustment, Matthew Pedone and Helen Carter to serve on the Veterans Advisory Committee, and Hope Weber, Mark Wood, and R. Scott Bare to serve on the Parks & Rec Advisory Board.

Motion: Vance
Second: Dellinger
Vote: 5:0

MANAGER REPORTS

- Talk of the Town Report
- Launch GARNER – Applications being accepted through July 8th
- Night Market – June 24th and September 23rd. No Night Markets will be held in July or August.
- July 3rd Celebration will be held on July 3rd from 5:00 p.m. to 10:00 p.m. at Lake Benson Park. Gates open at 5:00 p.m. The event will include a concert by the NC Symphony, fireworks, kids games and activities, tours of the Veterans Memorial, etc. Parking is free on-site, however, attendees are encouraged to use the shuttle service.
- During the week of July 5th, the Public Works Department will conduct a special curbside pickup for unprepared yard debris.

ATTORNEY REPORTS

COUNCIL REPORTS

Behringer

- Asked what the next steps were for adding speed bumps on Main Street. Mr. Dickerson responded that this will be discussed as part of the streetscape plan for that area.

Singleton

- Asked that the Communications Department put information on the Town's social media regarding the availability of purchasing roll-out containers for yard waste from All-Star.
- Complimented the Public Works and Police Departments for their response to removing trees and directing traffic while the roads were being cleared from the recent storm.
- Thanked the Budget Team for their work preparing the recommended budget.

Mayor ProTem Vance and Council Members Matthews Dellinger had nothing to report.

Council expressed their appreciation to those who contributed to the success of the Juneteenth event.

CLOSED SESSIONS

Council met in Closed Session and adopted a Resolution approving the acquisition of necessary storm drain easements for temporary construction and permanent drainage easements associated with a drainage project on Junction Boulevard. In addition, Council discussed a potential claim that may be asserted against the Town in the future; no decisions were made with respect to this action.

ADJOURN: 10:34 p.m.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Lake Drive Improvements - Bid Award		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Chris Johnson, Town Engineer		
Presenter: Chris Johnson, Town Engineer		
Brief Summary: Staff to present information to Town Council regarding bid award for the Lake Drive Improvements project.		
Recommended Motion and/or Requested Action: Consider bid award and authorize Manager to execute contract with Daniels Inc. of Garner with 10% contingency.		
Detailed Notes: The Town received a total of 3 bids. The engineer's estimate was \$780,110.99. The lowest, responsible bidder was Daniels, Inc. of Garner with a bid of \$822,849.65, which was 5.5% over the engineer's estimate. Daniels, Inc. of Garner's MWBE subcontractor participation is 39.7%. Staff also suggest approval of a 10% construction contingency for the project.		
Funding Source: Transportation Bond Funds		
Cost: \$905,134.62	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:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

ENGINEERING DEPARTMENT MEMORANDUM

DATE: June 28, 2021²

TO: John Hodges - Assistant Town Manager

FROM: Chris Johnson, PE - Town Engineer

RE: Bid Award of Lake Drive Improvements (ENG2022-02) – Daniels, Inc. of Garner

Engineering staff advertised the Lake Drive Improvements project in May and received two bids at the initial bid date of June 9, 2022. The project was then readvertised and a bid opening was held on June 23, 2022 at 10:00 AM. The Town received a total of 3 bids from the following firms:

- Fred Smith Company
- Carolina Sunrock
- Daniels, Inc. of Garner

The engineer's estimate for this project was \$780,110.99. The lowest responsive, responsible bidder was Daniels, Inc. of Garner with a bid of \$822,849.65, which was 5.5% above the engineer's estimate. Daniels, Inc. of Garner MWBE subcontractor participation is 39.7%. Staff would suggest adding a 10% contingency line item to cover unforeseen field conditions and changes over the course of the project.

STAFF RECOMMENDATION

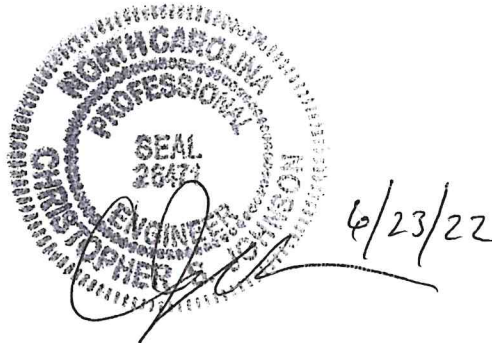
Consider awarding the Lake Drive Improvements Project to Daniels, Inc. of Garner and authorize Town Manager to execute a contract with Daniels, Inc. of Garner for an initial cost not to exceed \$822,849.65, plus approval of a 10% contingency.

Project Name: Lake Drive Improvements Project
Project #: ENG2022-02
Bid Opening: June 23, 2022



Line Item	Description	Quantity	Unit	Engineer's Estimate		Fred Smith		Carolina Sunrock		Daniels, Inc.	
				Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	Mobilization (Max = 5% of Bid)	1	LS	\$ 35,000.00	\$35,000.00	\$ 57,000.00	\$ 57,000.00	\$ 34,647.00	\$ 34,647.00	\$ 24,200.00	\$ 24,200.00
2	Construction Surveying	1	LS	\$ 20,000.00	\$20,000.00	\$ 40,000.00	\$ 40,000.00	\$ 64,200.00	\$ 64,200.00	\$ 23,112.00	\$ 23,112.00
3	Clearing & Grubbing	0.50	ACR	\$ 10,000.00	\$5,000.00	\$ 30,000.00	\$ 15,000.00	\$ 47,570.00	\$ 23,785.00	\$ 28,890.00	\$ 14,445.00
4	Select Granular Material, Class III	40	CY	\$ 84.65	\$3,386.00	\$ 55.00	\$ 2,200.00	\$ 118.00	\$ 4,720.00	\$ 81.00	\$ 3,240.00
5	Unclassified Excavation	600	CY	\$ 15.00	\$9,000.00	\$ 110.00	\$ 66,000.00	\$ 24.00	\$ 14,400.00	\$ 58.00	\$ 34,800.00
6	Borrow Excavation	650	CY	\$ 15.00	\$9,750.00	\$ 75.00	\$ 48,750.00	\$ 60.50	\$ 39,325.00	\$ 70.00	\$ 45,500.00
7	Undercut Excavation	20	CY	\$ 32.87	\$657.40	\$ 200.00	\$ 4,000.00	\$ 95.00	\$ 1,900.00	\$ 116.00	\$ 2,320.00
8	Fine Grading	350	SY	\$ 50.00	\$17,500.00	\$ 1.00	\$ 350.00	\$ 45.50	\$ 15,925.00	\$ 69.00	\$ 24,150.00
9	Foundation Conditioning Material, Minor Structures	100	TON	\$ 45.00	\$4,500.00	\$ 75.00	\$ 7,500.00	\$ 78.50	\$ 7,850.00	\$ 116.00	\$ 11,600.00
10	15" RC Pipe Culverts, Class III	236	LF	\$ 80.00	\$18,880.00	\$ 100.00	\$ 23,600.00	\$ 124.00	\$ 29,264.00	\$ 93.00	\$ 21,948.00
11	18" RC Pipe Culverts, Class III	264	LF	\$ 100.00	\$26,400.00	\$ 105.00	\$ 27,720.00	\$ 122.00	\$ 32,208.00	\$ 99.00	\$ 26,136.00
12	Pipe Removal	276	LF	\$ 35.00	\$9,660.00	\$ 40.00	\$ 11,040.00	\$ 34.50	\$ 9,522.00	\$ 46.00	\$ 12,696.00
13	Flowable Fill	2	CY	\$ 1000.00	\$2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,505.00	\$ 3,010.00	\$ 1,156.00	\$ 2,312.00
14	Pipe Cleanout	4	EA	\$ 2000.00	\$8,000.00	\$ 1,300.00	\$ 5,200.00	\$ 1,605.00	\$ 6,420.00	\$ 1,733.00	\$ 6,932.00
15	Masonry Drainage Structures	12	EA	\$ 4500.00	\$54,000.00	\$ 4,000.00	\$ 48,000.00	\$ 3,490.00	\$ 41,880.00	\$ 4,160.00	\$ 49,920.00
16	Masonry Drainage Structures (Extra Depth)	2	LF	\$ 700.00	\$1,400.00	\$ 400.00	\$ 800.00	\$ 1,455.00	\$ 2,910.00	\$ 757.00	\$ 1,514.00
17	Frame with Two Grates, STD 840.24	1	EA	\$ 1400.00	\$1,400.00	\$ 1,100.00	\$ 1,100.00	\$ 714.00	\$ 714.00	\$ 925.00	\$ 925.00
18	Frame with Grate & Hood 840.03, Type E	1	EA	\$ 1400.00	\$1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 1,975.00	\$ 1,975.00	\$ 867.00	\$ 867.00
19	Frame with Grate & Hood 840.03, Type F	2	EA	\$ 1400.00	\$2,800.00	\$ 1,200.00	\$ 2,400.00	\$ 2,100.00	\$ 4,200.00	\$ 867.00	\$ 1,734.00
20	Frame with Grate & Hood 840.03, Type G	6	EA	\$ 1400.00	\$8,400.00	\$ 1,200.00	\$ 7,200.00	\$ 2,085.00	\$ 12,510.00	\$ 867.00	\$ 5,202.00
21	Frame with Cover, STD 840.54	1	EA	\$ 1300.00	\$1,300.00	\$ 1,200.00	\$ 1,200.00	\$ 827.00	\$ 827.00	\$ 867.00	\$ 867.00
22	2'-6" Concrete Curb and Gutter	1000	LF	\$ 35.00	\$35,000.00	\$ 40.00	\$ 40,000.00	\$ 47.00	\$ 47,000.00	\$ 27.00	\$ 27,000.00
23	4" Concrete Sidewalk	420	SY	\$ 75.00	\$31,500.00	\$ 90.00	\$ 37,800.00	\$ 63.50	\$ 26,670.00	\$ 56.00	\$ 23,520.00
24	Concrete Curb Ramps	2	EA	\$ 3500.00	\$7,000.00	\$ 3,000.00	\$ 6,000.00	\$ 3,390.00	\$ 6,780.00	\$ 3,236.00	\$ 6,472.00
25	6" Concrete Driveway (Early Strength)	80	SY	\$ 80.00	\$6,400.00	\$ 120.00	\$ 9,600.00	\$ 153.00	\$ 12,240.00	\$ 81.00	\$ 6,480.00
26	Removal of Existing Asphalt Pavement	40	SY	\$ 35.00	\$1,400.00	\$ 65.00	\$ 2,600.00	\$ 110.00	\$ 4,400.00	\$ 29.00	\$ 1,160.00
27	Milling Asphalt Pavement, 1.25"	350	SY	\$ 15.00	\$5,250.00	\$ 25.00	\$ 8,750.00	\$ 6.50	\$ 2,275.00	\$ 7.10	\$ 2,485.00
28	Incidental Milling	100	SY	\$ 40.00	\$4,000.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 13.75	\$ 1,375.00
29	Aggregate Base Course (8")	405	SY	\$ 20.00	\$8,100.00	\$ 55.00	\$ 22,275.00	\$ 30.00	\$ 12,150.00	\$ 42.50	\$ 17,212.50
30	Asphalt Concrete Surface Course, Type S9.5B (1.25")	1320	SY	\$ 18.85	\$24,882.00	\$ 18.00	\$ 23,760.00	\$ 16.00	\$ 21,120.00	\$ 16.50	\$ 21,780.00
31	Asphalt Concrete Surface Course, Type S9.5B (2.50")	1060	SY	\$ 29.25	\$31,005.00	\$ 33.00	\$ 34,980.00	\$ 27.00	\$ 28,620.00	\$ 24.90	\$ 26,394.00
32	Asphalt Concrete Surface Course, Type B25.0C (4")	280	SY	\$ 33.50	\$9,380.00	\$ 95.00	\$ 26,600.00	\$ 56.00	\$ 15,680.00	\$ 27.39	\$ 7,669.20
33	Asphalt Wedging (Variable thickness, all types)	135	TON	\$ 140.00	\$18,900.00	\$ 175.00	\$ 23,625.00	\$ 262.00	\$ 35,370.00	\$ 159.50	\$ 21,532.50
34	Pavement Repair Patch (S9.5B 2" and I19.0C 7")	280	SY	\$ 150.00	\$42,000.00	\$ 140.00	\$ 39,200.00	\$ 121.00	\$ 33,880.00	\$ 150.00	\$ 42,000.00
35	6" Water Line	770	LF	\$ 116.81	\$89,943.70	\$ 95.00	\$ 73,150.00	\$ 109.00	\$ 83,930.00	\$ 121.00	\$ 93,170.00
36	Ductile Iron Water Pipe Fittings (Compact Weight)	2105	LB	\$ 16.12	\$33,932.60	\$ 16.00	\$ 33,680.00	\$ 21.00	\$ 44,205.00	\$ 7.00	\$ 14,735.00
37	6" Valve	3	EA	\$ 4744.40	\$14,233.20	\$ 3,000.00	\$ 9,000.00	\$ 2,480.00	\$ 7,440.00	\$ 3,467.00	\$ 10,401.00
38	8" X 6" Tapping Sleeve and Valve	1	EA	\$ 15447.11	\$15,447.11	\$ 17,000.00	\$ 17,000.00	\$ 9,335.00	\$ 9,335.00	\$ 8,089.00	\$ 8,089.00
39	6" X 6" Tapping Sleeve and Valve	1	EA	\$ 12500.00	\$12,500.00	\$ 17,000.00	\$ 17,000.00	\$ 9,335.00	\$ 9,335.00	\$ 6,934.00	\$ 6,934.00
40	Reconnect Water Meter	1	EA	\$ 861.71	\$861.71	\$ 2,500.00	\$ 2,500.00	\$ 2,240.00	\$ 2,240.00	\$ 2,890.00	\$ 2,890.00
41	Relocate Fire Hydrant	1	EA	\$ 5293.26	\$5,293.26	\$ 2,800.00	\$ 2,800.00	\$ 5,985.00	\$ 5,985.00	\$ 6,934.00	\$ 6,934.00
42	Fire Hydrant Leg	25	LF	\$ 187.87	\$4,696.75	\$ 155.00	\$ 3,875.00	\$ 139.00	\$ 3,475.00	\$ 116.00	\$ 2,900.00
43	6" Line Stop	1	EA	\$ 22790.59	\$22,790.59	\$ 25,000.00	\$ 25,000.00	\$ 17,870.00	\$ 17,870.00	\$ 12,712.00	\$ 12,712.00
44	Water Service Line	10	LF	\$ 35.98	\$359.80	\$ 205.00	\$ 2,050.00	\$ 77.50	\$ 775.00	\$ 116.00	\$ 1,160.00
45	4' Dia Utility Manhole	1	EA	\$ 5000.00	\$5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,845.00	\$ 5,845.00	\$ 4,623.00	\$ 4,623.00
46	Adjustment of Manholes	2	EA	\$ 5000.00	\$10,000.00	\$ 600.00	\$ 1,200.00	\$ 1,425.00	\$ 2,850.00	\$ 1,156.00	\$ 2,312.00
47	Abandon 6" Utility Pipe	736	LF	\$ 16.72	\$12,305.92	\$ 20.00	\$ 14,720.00	\$ 24.00	\$ 17,664.00	\$ 23.00	\$ 16,928.00
48	Concrete Cradle	1	EA	\$ 500.00	\$500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,245.00	\$ 3,245.00	\$ 2,196.00	\$ 2,196.00
49	Connection to Existing Water Main	3	EA	\$ 9558.86	\$28,676.58	\$ 4,500.00	\$ 13,500.00	\$ 3,575.00	\$ 10,725.00	\$ 4,045.00	\$ 12,135.00
50	Cut and Cap Existing Water Main	2	EA	\$ 5493.60	\$10,987.20	\$ 3,500.00	\$ 7,000.00	\$ 5,910.00	\$ 11,820.00	\$ 3,447.00	\$ 6,894.00
51	Thrust Collar	1	EA	\$ 1264.53	\$1,264.53	\$ 3,200.00	\$ 3,200.00	\$ 4,230.00	\$ 4,230.00	\$ 1,605.00	\$ 1,605.00
52	6" Restrained Joint Added for H2O Main	321	LF	\$ 18.84	\$6,047.64	\$ 90.00	\$ 28,890.00	\$ 76.00	\$ 24,396.00	\$ 145.00	\$ 46,545.00
53	Traffic Control	1	LS	\$ 20000.00	\$20,000.00	\$ 186,500.00	\$ 186,500.00	\$ 183,500.00	\$ 183,500.00	\$ 21,228.00	\$ 21,228.00
54	Thermoplastic Pavement Marking Lines (8", 90 MILS)	60	LF	\$ 6.00	\$360.00	\$ 5.00	\$ 300.00	\$ 5.25	\$ 315.00	\$ 3.58	\$ 214.80
55	Thermoplastic Pavement Marking Lines (24", 90 MILS)	15	LF	\$ 18.00	\$270.00	\$ 30.00	\$ 450.00	\$ 15.75	\$ 236.25	\$ 11.83	\$ 177.45
56	Class B Rip Rap	5	TON	\$ 85.00	\$425.00	\$ 105.00	\$ 525.00	\$ 72.50	\$ 362.50	\$ 116.00	\$ 580.00
57	Class I Rip Rap	26	TON	\$ 60.00	\$1,560.00	\$ 105.00	\$ 2,730.00	\$ 72.50	\$ 1,885.00	\$ 116.00	\$ 3,016.00
58	Geotextile for Rip Rap	57	SY	\$ 5.00	\$285.00	\$ 12.00	\$ 684.00	\$ 3.90	\$ 222.30	\$ 6.00	\$ 342.00
59	Temporary Silt Fence	800	LF	\$ 4.00	\$3,200.00	\$ 2.40	\$ 1,920.00	\$ 5.40	\$ 4,320.00	\$ 5.00	\$ 4,000.00
60	Tree Protection Fence	200	LF	\$ 3.00	\$600.00	\$ 2.10	\$ 420.00	\$ 11.00	\$ 2,200.00	\$ 3.00	\$ 600.00
61	Inlet Protection	14	EA	\$ 260.00	\$3,640.00	\$ 700.00	\$ 9,800.00	\$ 348.00	\$ 4,872.00	\$ 289.00	\$ 4,046.00
62	Wattles	2	EA	\$ 300.00	\$600.00	\$ 250.00	\$ 500.00	\$ 115.00	\$ 230.00	\$ 173.00	\$ 346.00
63	Silt Fence Outlet	4	EA	\$ 50.00	\$200.00	\$ 500.00	\$ 2,000.00	\$ 272.00	\$ 1,088.00	\$ 347.00	\$ 1,388.00
64	Temporary Rock Silt Check	3	EA	\$ 250.00	\$750.00	\$ 550.00	\$ 1,650.00	\$ 681.00	\$ 2,043.00	\$ 231.00	\$ 693.00
65	Check Dam	4	EA	\$ 300.00	\$1,200.00	\$ 550.00	\$ 2,200.00	\$ 344.00	\$ 1,376.00	\$ 231.00	\$ 924.00
66	Temporary Seeding and Mulching	0.5	ACR	\$ 2000.00	\$1,000.00	\$ 3,300.00	\$ 1,650.00	\$ 5,000.00	\$ 2,500.00	\$ 5,200.00	\$ 2,600.00
67	Permanent Lawn Seeding and Mulching	0.4	ACR	\$ 3000.00	\$1,200.00	\$ 16,000.00	\$ 6,400.00	\$ 8,000.00	\$ 3,200.00	\$ 6,356.00	\$ 2,542.40
68	Permanent Traffic Signage	30.0	SF	\$ 45.00	\$1,350.00	\$ 37.50	\$ 1,125.00	\$ 19.50	\$ 585.00	\$ 58.00	\$ 1,740.00
69	Mowing	0.4	ACR	\$ 200.00	\$80.00	\$ 450.00	\$ 180.00	\$ 1,000.00	\$ 400.00	\$ 1,387.00	\$ 554.80
70	Specilaized Hand Mowing	20.0	MHR	\$ 65.00	\$1,300.00	\$ 100.00	\$ 2,000.00	\$ 37.74	\$ 754.80	\$ 173.00	\$ 3,460.00
71	Concrete Washout Structure	1.0	EA	\$ 2000.00	\$2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,115.00	\$ 1,115.00	\$ 1,734.00	\$ 1,734.00
Total				\$ 780,110.99		\$ 1,141,149.00		\$ 1,076,946.85		\$ 822,849.65	

Bid Certificate:
The bids tabulated herein were received by the Town of Garner and read aloud on June 23, 2022 at 10:00 a.m.
The bid tabulation is correct in that it contains the unit prices as presented on the bid proposal of each bidder.



Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: On Call Master Agreement and SOW #1 (Pearl & Park Street Improvements) - KHA		
Location on Agenda: Old/New Business		
Department: Engineering		
Contact: Leah Harrison, Assistant Town Engineer		
Presenter: Leah Harrison, Assistant Town Engineer		
Brief Summary: In follow up to Request for Qualifications, staff to present on-call master agreement and statement of work #1 with Kimley-Horn and Associates, Inc. (KHA) for the Pearl and Parker Street Improvements project.		
Recommended Motion and/or Requested Action: Consider approval of Master Agreement and SOW#1 with KHA, and authorize Town Manager to execute contracts.		
Detailed Notes: Staff solicited professional engineering services on April 1, 2021 for On-Call Street and Sidewalk Projects. Staff received 19 proposals in total. A Proposal Review Team, consisting of Engineering and Planning staff, recommended selection of three firms, including Kimley-Horn and Associates, Inc. A Master Agreement and Statement of Work #1 (Pearl and Parker Street Improvements), including scope of services and design fee, has been finalized for Council approval.		
Funding Source: 2021 Street and Sidewalk Bonds		
Cost: \$191,726.35	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:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

ENGINEERING DEPARTMENT MEMORANDUM

DATE: June 27, 2022

TO: John Hodges - Assistant Town Manager

FROM: Leah Harrison, PE – Assistant Town Engineer

RE: 2021 On-Call Streets and Sidewalks (Pearl & Parker Street Improvements) – KHA

On April 1, 2021, the Town of Garner solicited professional engineering services through a Request for Qualifications (RFQ) for the 2021 On-Call Street and Sidewalk Projects. Staff received 19 proposals in response to the RFQ. A proposal review team, consisting of both Engineering and Planning staff, reviewed all proposals received and made a recommendation for selection of three firms (RK&K, Inc., SEPI, and Kimley-Horn).

One of the projects initially scoped in the proposal was for the Pearl & Parker Street Improvements project, which is a street and sidewalk project that has been prioritized in advance of the recently approved 2021 Transportation Bond. This project includes street and sidewalk improvements in the downtown district along portions of Pearl Street and Parker Street. A new townhome development will complete frontage improvements to both corridors, while the Town will design and construct the remaining improvements. The project includes improvements along the west side of Pearl Street (along the frontage of the Garner Depot Museum and Baseball Complex) and both sides of Parker Street (from Montague Street to the eastern boundary of the townhome project).

An On-Call Master Agreement has been drafted for a period of three years with an option to extend up to 2 additional years. In addition, a Statement of Work #1 (Pearl & Parker Street Improvements), including scope of services and design fee has been finalized and negotiated with Kimley-Horn and Associates, Inc., for professional engineering services to complete this project. Statement of Work #1 includes a 22.9% (\$43,822.85) MWBE subcontractor participation.

STAFF RECOMMENDATION

Consider approval of the On-Call Master Agreement, Statement of Work #1 (SOW#1), and authorize the Town Manager to execute the Master Agreement and SOW#1 in an amount not to exceed \$191,726.35.

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT is entered into by and between Kimley-Horn and Associates, Inc. hereinafter referred to as the "Engineer" and the Town of Garner, a North Carolina municipal corporation. hereinafter referred to as the "Town".

WITNESSETH

WHEREAS, the Town desires to procure an Engineer to perform services, and

WHEREAS, the Town has completed necessary steps for retention of professional and other services under applicable Town policies, and

WHEREAS, the Town has agreed to engage the Engineer and the Engineer has agreed to contract with the Town for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Engineer, and other good and valuable consideration the Engineer and Town do contract and agree as follows:

1. Scope of Services/Description of Project

The Town desires to retain **on-call professional engineering services** for, related to, and in support of the Town of Garner's Engineering Department. Services may include but are not limited to; study, concept, planning, design and construction for street and sidewalk projects.

The Engineer will serve as the Town's professional engineering representative in those tasks of the project to which this Contract applies and will give consultation and advice to the Town during the performance of their services.

The Engineer will provide services as described in the following Exhibits, which are attached to and made part of this Contract: Scope of Services and Schedule of Fees.

The Engineer now has or will secure at their expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Contract. Such personnel are not employees of, nor have they any direct contractual relationship with the Town.

The Engineer is authorized to engage subconsultants, including surveyors, geotechnical and materials testing firms, to assist in the work included under this Contract to the extent such services are included herein. No subcontract work is authorized for which the Town will incur any costs beyond those agreed upon and set forth in Section 4.

Specific resources and responsibilities will be listed and described in separate **Statements(s) of Work (SOW)** which shall incorporate the terms and conditions of this Contract through reference.

2. Services Provided by the Town

It is understood that certain services as required may be performed and/or furnished by the Town. These services may include the following:

Assist the Engineer by placing at their disposal all available information pertinent to the project, including previous reports and other relative data;

Assist in gaining access to and making all provisions for the Engineer to enter upon public and private property as required for performance of their services described herein;

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared by the Engineer, obtaining advice of legal counsel and/or such other consultants as the Town deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer;

Giving prompt written notice to the Engineer whenever the Town observes or otherwise becomes aware of any problems or changed circumstances in the project;

Furnishing the Engineer in a timely manner with copies of pertinent correspondence relating to this project, which would not have otherwise been delivered to the Engineer;

Designate in writing a person to act as the Town's representative with respect to the work to be performed under this Contract, such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Town's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Contract;

The Town shall provide to the Engineer such information as is available to the Town for rendering of services hereunder. The Engineer may rely on the sufficiency of such information;

Insofar as any of the above services are necessary for the Engineer's performance of their obligations under this Contract the Town shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the Engineer in their performance thereof.

3. Schedule/Time of Performance

The work to be performed and the services rendered under this Contract shall commence as directed by the Town. In performing the services described in this Contract and/or the **Statement(s) of Work (SOW)**, it is mutually agreed that time is of the essence. Work under the contract will be for a period of three years with the option of extending the contract up to two additional one-year terms.

4. Compensation/Time of Payment

- a. Compensation and payment will be authorized under subsequent **Statement(s) of Work (SOW)**, including lump sum fees for some services (if applicable), hourly fees, and subconsultant services, unless changed by a duly authorized amendment. The standard Town of Garner payment term is NET 30 days from the date of invoice.

- b. Compensation for each service provided by the Engineer to the Town shall be set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, lump sum basis, or a combination depending on the nature of the task and specificity of the task s cope which will be negotiated for each task and in each Statement of Work.
 - i. Lump sum fees when applicable, shall be negotiated upon development of a detailed scope for the perspective task(s) or portions thereof
 - ii. For work performed on an hourly basis, the Town will be billed in accordance with the hourly rate schedule in Exhibit A. The Engineer shall be entitled to submit an updated hourly rate schedule after twelve (12) months of the date of contract execution.

5. Standard of Care

Engineer shall perform for or furnish to Town professional engineering and related services in all phases of the project to which this Contract applies as hereinafter provided. Engineer shall serve as Town's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. Engineer may employ such Engineer's Consultants as Engineer deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. Engineer shall not be required to employ any Engineer's Consultant unacceptable to Engineer.

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

6. Opinions of Probable Construction Cost

Engineer's Opinions of Probable Construction Cost provided for herein are to be made based on Engineer's experience and qualifications and represent Engineer's best judgement as an experienced and qualified Professional Engineer generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Engineer. If the Town wishes greater assurance as to probable Construction Cost, Town may employ an independent cost estimator.

7. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Town of Garner
Attn: Leah Harrison, PE
Telephone: 919-773-4423
Address: 900 7th Avenue
Garner, NC 27529

Kimley-Horn and Associates, Inc.
Attn: Jeffrey Moore, PE
Telephone: 919-677-2175
Address: 421 Fayetteville Street, Suite 600
Raleigh, NC 27601

8. Non-discrimination

In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote.

9. Minority or Women Owned Businesses

The Town of Garner prohibits discrimination in any manner based on race, color, creed national origin, sex, age or handicap or sexual orientation and will pursue an affirmative policy of fostering, promoting and conducting business with women and minority owned business enterprises. The Town of Garner has adopted a goal of 10% for participation by minority or women-owned businesses to reach the above stated goal.

The percentage of MWBE business participation engaged in this contract based on total contract amount is proposed to be 10%. Any variation from this amount is to be immediately conveyed to the Town by written notice.

10. Assignment

Neither the Town nor the Engineer will assign, sublet, or transfer their interest duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it create any rights or benefits to parties other than the Town and the Engineer, except such other rights as may be specifically called for herein.

11. Applicable Law/Forum/Mediation

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division. Participation in a non-binding mediation is a condition precedent to filing any lawsuit arising out of this Contract.

12. Insurance

Engineer agrees to maintain, on a primary basis and at their sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as Town's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this Contract.

Commercial General Liability - Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability - Limits of no less than \$1,000,000 Combined Single Limit Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract.

and/or are brought on a Town of Garner site.

Worker's Compensation & Employers Liability - Engineer agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and Employers Liability insurance with limits of no less than \$1,000,000 each accident, each employee and policy limit. Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the Town of Garner.

Additional Insured - Engineer agrees to endorse the Town as an Additional Insured on the Commercial General Liability and any insurance coverage obtained in addition to those set forth herein. The Additional Insured shall read "Town of Garner as its interest may appear."

Certificate of Insurance - Engineer agrees to provide the Town a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Engineer's insurer. If Engineer receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Engineer agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

Town of Garner
Town Manager
900 7th Avenue
Garner, NC 27529

Umbrella or Excess Liability - Engineer may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Engineer agrees to endorse Town of Garner as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Professional Liability - Limits of no less than \$1,000,000 each claim.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the Town of Garner. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the Town for approval before commencing work. Engineer shall be required to provide the Town no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the Town of Garner does not relieve Engineer of any requirements in the contract to provide specific insurance coverage required by the contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance requirements have been met.

13. Indemnity

To the fullest extent permitted by law, the Engineer shall indemnify, and hold harmless the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Engineer) from and against any and all losses, damages, costs, expenses (including attorneys' fees), obligations, duties, fines penalties, royalties, interest charges and other liabilities (including settlement amounts) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings (i) arising from the Engineer's failure to perform its obligations under this Contract, (ii) arising from any act of negligence or willful misconduct by the Engineer or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible, (iii) arising from the Engineer's violation of any law (including, without limitation, immigration laws), (iv) seeking payment for labor or materials purchased or supplied by the Engineer or its subcontractors in connection with this Contract, (v) any claim that the Engineer or an employee or subcontractor of the Engineer is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like, or (vi) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"). If an Infringement Claim occurs, the Engineer shall either (i) procure for the Town the right to continue using the affected product or service, or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the Town shall not be adversely affected by such replacement or modification. If the Engineer is unable to comply with the preceding sentence within thirty (30) days after the Town is directed to cease use of a product or service, the Engineer shall promptly refund to the Town all amounts paid under this Contract. Nothing herein is intended to require of a design professional any duty from which such design professional is relieved by S2019 -92, HB 871.

14. Intellectual Property

Any information data, instruments, documents, studies, reports or deliverables given to or exposed to, or prepared or assembled by the Engineer under this Contract shall be kept as confidential proprietary information of the Town and not divulged or made available to any individual or organization without the prior written approval of the Town. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the Town and not the Engineer.

The Engineer shall maintain the right of reuse to any drawings or specifications provided or furnished by the Engineer. The Town acknowledges that such drawings or specifications are not intended or represented to be suitable for reuse by the Town or others on extensions of the project or on any other project.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this Contract shall be the property of the Town.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographic designs, text, software, or documentation created as part of the Engineer's performance of this project shall vest in the Town. Work of authorship and contributions to works of authorship created

by the Engineer's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 USC 201.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

16. Advertising

The Engineer shall not use the existence of this Contract, or the name of the Town of Garner, as part of any advertising.

17. Cancellation

The Town may terminate this Contract at any time by providing thirty (30) days written notice to the Engineer. In addition, if Engineer shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the Town shall have the right to terminate this Contract by giving written notice to the Engineer and termination will be effective upon receipt. Engineer shall cease performance immediately upon receipt of such notice.

In the event of early termination, Engineer shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Engineer under this section exceed the total amount due Engineer under this Contract. The Engineer shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract, and the Town may withhold any payment due to the Engineer for the purpose of setoff until such time as the Town can determine the exact amount of damages due the Town because of the breach.

Payment of compensation specified in this Contract its continuation or any renewal thereof is dependent upon and subject to the allocation or appropriation of funds to the Town for the purpose set forth in this Contract.

18. Laws/Safety Standards

The Engineer shall comply with all laws ordinances codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business including those of Federal, State and local agencies having Jurisdiction and/or authority.

Engineer must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29 CFR 1910. In addition, Engineer shall comply with all applicable occupational health and

safety and environmental rules and regulations. Engineer shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Engineer managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all engineers' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

19. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Engineer are subject to the public records laws of the State of North Carolina and it is the responsibility of the Engineer to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Engineer understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or Judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

20. Miscellaneous

The Engineer shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage.

The Engineer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Engineer represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

21. Right of Audit and Examination of Records

The Town of Garner may conduct an audit of Engineer's financial performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such an audit, Engineer agrees to provide the Town with reasonable access to Engineer's employees and make all such financial performance and compliance records available to the Town. The Town agrees to

provide the Engineer with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment.

- a. The Town may conduct an audit of any services performed and fees paid subject to this Contract. The Town, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Engineer and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The Town, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the Town's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Engineer shall provide the Town or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Engineer shall reimburse the Town for any overcharges identified by the audit within ninety (90) days of written notice of the Town's findings.

22. E – Verify

Engineer shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Engineer's knowledge, any subcontractor employed by Engineer as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

23. Iran Divestment Act Certification

Engineer certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. Engineer shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

24. Companies Boycotting Israel Divestment Act Certification

Engineer certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

25. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- **Hourly Rates**
- **Certificate of Insurance**

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

THIS CONTRACT is entered into this _____ day of _____, 20_____.

IN WITNESS WHEREOF, the Engineer has executed the foregoing with the signature(s) of its duly authorized officer(s). under seal, and the Town has executed with the signature of its Town Manager, attested by its (Assistant/Deputy) Clerk, with the official seal affixed, the day and year first above written.

ENGINEER

By:

Name
Title

(If corporate)
ATTEST:

By:

Name
Title

TOWN OF GARNER

By:

Rodney Dickerson
Town Manager

ATTEST:

By:

Stella Gibson
Town Clerk

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

David Beck
Finance Director

THIS INSTRUMENT APPROVED AS TO FORM

Terri Jones
Town Attorney

(Affix Town Seal)

NORTH CAROLINA
WAKE COUNTY

STATEMENT OF WORK #1

This Statement of Work is entered into among Kimley-Horn and Associates, Inc. (the “Engineer”) and the Town of Garner (the “Town”) under the terms and conditions of the Contract for the On-Call Professional Engineering Services project between the Engineer and the Town dated _____ which is hereby incorporated by reference. This SOW is part of the Contract and shall be governed by the terms and conditions stated herein and by the terms of the Contract. In the event of conflict between the terms of the SOW and the contract, the provisions of the Contract shall control.

1. Scope of Services

Refer to attachment - Exhibit A

2. Compensation, Time of Payment

Compensation to the Engineer for the work described above shall not exceed \$191,726.35.

Payment shall be made to the Engineer for performance in association with this SOW. Standard Town of Garner payment term is NET 30 days from the date of the invoice.

3. Time of Performance

Engineer shall complete performance of the services described above by no later than December 31, 2023.

(Notwithstanding the above, if the date provided in this section is beyond the time of performance or terms specified in the Contract, the term specified in the Contract shall control and all work under this SOW must be completed by that date.)

THIS CONTRACT AMENDMENT is entered into this _____ day of _____, 20____.

IN WITNESS WHEREOF, the Engineer has executed the foregoing with the signature(s) of its duly authorized officer(s), and the Town has executed with the signature of its Town Manager, attested by its (Assistant/Deputy) Clerk-Treasurer, with the official seal affixed, the day and year first above written.

ENGINEER:

TOWN OF GARNER

By:

By:

Rodney Dickerson, Town Manager

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By:_____

By:_____

Stella Gibson, Town Clerk

Printed Name/Title

(Affix Seal)

(Affix Seal)

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

David Beck
Finance Director

THIS INSTRUMENT APPROVED AS TO FORM

Terri Jones
Town Attorney

(Affix Town Seal)

ARTICLE I – Scope of Services**I.1 Description of the Project**

The Town desires to engage the Engineer to provide professional services required to produce plans and contract documents for improvements to Pearl Street from West Main Street to the end of the road and Parker Street from North Montague Street to the site development improvements at the intersection of Pearl and Parker Streets in Garner, North Carolina. The purpose of this 0.2-mile project is to enhance mobility and connectivity for pedestrian, bicycle, and vehicular traffic while improving safety throughout this important corridor. The project includes location surveys, roadway design, water resources design (including storm water), erosion control, traffic management, signing, utility coordination, right of way/easement exhibits, public involvement, and bidding/contract documentation services.

I.2 Description of Services

Engineer shall provide the engineering services required to design and prepare construction plans, specifications and bid documents for the proposed improvements in accordance with the following:

I.2.1 Survey

All survey services for this project shall be performed in accordance with, and shall conform to, accepted Surveying and Engineering general practices and procedures with the detailed scope of work as set forth and described below. It is assumed that the site development survey will be provided for the remaining portions of Pearl and Parker Street.

Engineer will provide base mapping data to these limits along with the footprint of structures within 100 feet of these limits.

(-L-) Line Alignment – Pearl Street from W Main Street to the end of the road 750' x 50 feet corridor (50 feet west of the existing road).

(-Y-) Line Alignment – Parker Street from N Montague Street to the site development improvements at the intersection of Pearl Street and Parker Street - 170-foot x 100-foot corridor (50 feet each side of the existing road) & 120-foot x 50-foot corridor (50 feet north of the existing road).

I.2.1.a Property Research/Document Retrieval

The Engineer will obtain current deeds, maps, plats, and easement documents of record according to the current information of the online Town of Garner Tax Records in the IMAPS GIS database, for all parcels adjacent to the project and for which right of way acquisition will be required. Thorough investigations should be made of private developments

along the corridor, through the Town Planning Department and other means, to properly represent existing, dedicated easements in the project plans. The Engineer will obtain NCDOT record plans, and other right of way information to assist in the establishment of existing right of way for the roads within the project limits. Engineer will provide a copy of all property information compiled during this task to the Town. There are approximately 10 parcels in the project limits. A complete title opinion is not included in this scope of services. Property owners are to be notified by the Town of Garner and obtain a Right of Entry to all properties 30 days before commencement of surveys.

I.2.1.b Establish Horizontal and Vertical Control Network

Engineer will provide a horizontal and vertical traverse throughout the entire Project. Horizontal Control will be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. Control will consist of a “random baseline traverse” monumented by 18” lengths of #5 rebar with stamped aluminum caps set flush with the ground, or MAG pavement nails where appropriate. Each control point will have x, y, and z coordinate values.

Vertical Control will be based upon United States Geodetic Survey NAVD 88 datum. Engineer will set benchmarks at 500 to 800-foot intervals throughout the Project. Railroad spikes or Bench Ties to be placed in the base of trees will be utilized where possible and will be placed outside of the proposed construction limits. The benchmark locations and descriptions will be shown on the final plans.

I.2.1.e Planimetric Mapping

Engineer will map the planimetric mapping. Engineer will perform a walk thru/classification of features to aid with labeling features as well as preform supplemental ground surveys to locate obscured or missing items. Said information will include, but is not limited to the following:

1. Drives - location, type, and width
2. Buildings - location, type, size, and front corners if within Survey limits. Buildings outside survey limits but within 100’ of existing right of way will be plotted from GIS sources.
3. Parking Lots - location and layout
4. Landscape areas, woods lines, and all trees in landscaped areas greater than 6" diameter, and all ornamental trees will be located by species and size.
5. Signs - location, type, and size
6. Fences - location, type, and size

7. Utilities*

- a. Storm drainage - location, size, type, top and invert elevations, inlet and outlet location both inside and one structure outside planimetric limits.
- b. Gravity sanitary sewer - location, size, type, top and invert elevations.
- c. Water - location, valves (including top of nut elevations where accessible), meters, hydrants, wells (as surveyed and/or identified by Wake County records), and associated appurtenances.
- d. Gas - location, valves, meters, vents and associated appurtenances.
- e. Telephone – above ground appurtenances such as poles, pedestals, manholes and vaults (to include subsurface footprint).
- f. Overhead utilities - location, poles, guys, markers, pedestals, pole number, equipment, vertical clearance at grade crossings, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
- g. Underground utilities - location, pedestals, markers, and type to include power, telephone, cable TV, traffic signal and other telecommunications and communication lines.
- h. Owner names, addresses, phone numbers and contact persons will be provided for all utilities when available.

* Locations of non-gravity underground utilities will be based on above ground structures and “Quality Level B” horizontal subsurface utility location. Gravity utility (drainage and sanitary sewer) location will be based on above ground appurtenances and visual inspection and depth measurements to determine invert elevations that may be accomplished from the surface. The Engineer will not enter the manhole to determine inverts. Confined space investigation will be considered Additional Services (Article II).

All final DTM and survey control will be provided to the Engineer in MicroStation V8i and GEOPAK.

I.2.1.f Centerline Staking

Upon approval of final alignment by the Town of Garner, just prior to the bid phase of the Project, three points of the approved design centerline alignment will be staked with semi-permanent stakes, one point near the beginning of the project, one near the mid-point of the project, and one near the end of the project.

I.2.1.g Boundary Ties and Existing Boundary Mapping

Locate the existing right of way and recorded easements as available by reference in the online Wake County Tax Records and/or IMAPS GIS database for all roadways within the project limits. NCDOT record plans will be used to establish right of way for the NCDOT roads within the project and Town of Garner roadway plans or existing plats will be used to establish right of way on Town owned or maintained roads. A complete title opinion or obtaining a Right of Way Abstract from NCDOT or the Town of Garner is not included in this scope of services.

Recon and locate a sufficient number of property corners on approximately 10 properties to accurately show the affected property boundary limits in accordance with the recorded deeds and plats.

Complete boundary surveys required on any parcel will be considered Additional Services (Article II).

I.2.1.h Right-of-Way and Easement Monumentation

During land acquisition by the Town, the Engineer will stake the proposed right-of-way and easements as required by the Standards of Practice for Land Surveying in North Carolina, set forth and published by NCBELS. The right-of-way will be temporarily staked using semi-permanent materials to allow Town Real Estate staff to adequately meet with each property owner. Following completion of acquisition of the proposed rights-of-way, including any changes required due to the land acquisition process, the right-of-way will be permanently monumented by placing 18-inch lengths of #5 rebar at all breaks in the right-of-way and at intersections of the proposed right-of-way with existing property lines. Permanent Drainage Easements will also be monumented with #5 rebar. All other easements will be monumented with semi-permanent materials, such as wooden stakes or flags. This service will be provided for up to ten (10) parcels.

Revisions to the right of way and easement staking are not included in this item. Refer to Item 4 in Article III, Alternate Services, for re-staking points on a unit basis.

I.2.1.i Right of Way Exhibits Preparation

Engineer will prepare recordable exhibits of affected individual properties (note: the exhibits will not meet the requirements of NC GS 4730) for use in the conveyance of easements and rights-of-way necessary for the construction of the Project.

This service will be provided for up to ten (10) parcels. Exhibits will be prepared at a suitable scale to clearly represent the proposed right of way, permanent and temporary drainage, utility, and construction easements required for the project. The exhibits will be provided on legal size (8-1/2" x 14") paper and Adobe Acrobat (PDF) format. This scope includes two (2) preliminary submittals (bond plots for review) and one (1) final submittal on legal size (8-1/2" x 14") paper. Exhibits will be prepared at a maximum scale of 1" = 20' preferred, 1" = 30' if required.

The first submittal of right of way exhibits will be included with the 65% design submittal. The second preliminary submittal will occur after completion of the initial round of negotiations with property owners. Final submission of right of way exhibits will be completed in conjunction with property settlements by Town Attorney's Office. Upon the completion of recording each property exhibit, one copy is to be retained by the Wake County Register of Deeds, one copy by the Town of Garner, and one copy by the Engineer bearing Wake County's recordation information and the Register of Deeds signature. Property owner information, to include but not be limited to, owner's name, parcel number, tax identification number and property acquisition areas will be provided at such times as requested by the Town. The property owner information will be provided to the Town in electronic format.

I.2.1.j Subsurface Utility Designation and Location Services

The Engineer will provide "Quality Level B" horizontal subsurface utility location data for a not-to-exceed linear footage of underground utilities. This includes Utility Research, Utility designating, Surveying and Mapping of the existing utilities within the project limits. Quality Level "B" subsurface utility location data requested beyond the Level "B" linear footage as stated below for Level "B" footage will be considered Additional Services and will require a supplemental agreement. Mobilization (travel time) and mileage will be considered additional cost. This service will be provided based on the unit cost of \$1.52 per linear foot for Level "B" underground. Utility records research and site visit revealed estimated lengths as follows:

Length	Description
130 LF	Telephone
130 LF	Telephone fiber optic
700 LF	Natural gas
700 LF	Water
225 LF	Cable TV
230 LF	Communications Fiber Optic
1,600 LF	Overhead Utility Mapping
3,915 LF	Level “B” Total U/G Utilities and Overhead Utilities

I.2.1.k Subsurface Utility Location (Vacuum Excavation)

Engineer will provide “Quality Level A” vacuum excavation services for up a maximum 6 feet deep at the unit cost of \$1,200 per test pit. The Engineer will determine test hole locations once drainage and utility designs are complete and potential conflicts are noted. Precise horizontal and vertical information of the specified utility will be provided to the Town as Certified Vacuum Excavation Reports for the specified test hole locations. An estimate of 5 test holes are included for this project.

It is understood that test hole locations may require a depth of vacuum excavation greater than the maximum noted above. Any vacuum excavation deeper than the maximum listed above and will be paid at the unit price of \$83.00 per linear foot of vacuum excavation beyond the maximum. An estimate of two (2) additional feet are included in this estimate.

Test hole locations may require traffic control for lane closures in order to provide a safe work zone for the work to be performed. The Engineer will provide traffic control services for lanes closures at the unit cost of \$1,500.00 per day. It is estimated that \$3,000.00 (2) days of traffic control may be needed.

I.2.1.1 Survey Delivery Items

The Engineer will compile and plot all planimetric, subsurface utility information, and property line information at a scale of 1 inch equals 20 feet. This mapping will be delivered in MicroStation file format for use in the development of final design plans. Drawing element symbology and text sizes will follow North Carolina Department of Transportation standards.

Engineer will provide Digital Terrain Model in a 3-D digital radial break-line survey format with x, y, and z digital coordinate information for each survey point, break-line, and triangular irregular network (TIN) line.

Engineer will provide field data collector files, copies of field notes, x, y, z ASCII point files, deeds, and plat information in a survey notebook format.

Engineer will provide the Town with one electronic copy of all deeds and plats obtained during the courthouse research.

Any re-establishment and/or staking of more than three points of the initial control traverses and alignments lost due to project delays, periods of inactivity, vandalism or construction associated with this project, so long as these causes are outside the control of the Engineer, will be considered additional services and compensated in accordance with Article II of this contract.

I.2.4 Preliminary Design (25% Plans)

During this phase the Engineer will prepare preliminary design plans (25% Plans).

All design shall be in conformance with AASHTO design criteria and standards except as may be modified by the Town. Preliminary design plans will consist of preliminary roadway plans and preliminary cross sections. The design will include preliminary line, grade, cross sections, and intersection layout. Preliminary design plans will be developed to the stage at which approximately 25% of the roadway design for the Project is complete. Engineer will submit two (2) hard copy sets of plans and one (1) electronic set in PDF format to the Town, and one (1) hard copy each to all private utilities involved in the project.

Engineer will prepare preliminary roadway plans on plan and profile sheets at a scale of 1" = 20' horizontal and 1" = 10' vertical. Engineer will prepare preliminary cross sections at a scale of 1" = 10'.

Engineer will update design assumptions and typical roadway sections for a 30 mile per hour design speed. Engineer will use the Town of Garner standard pavement design for the project. Geotechnical analysis and pavement design will be considered Additional Services. Engineer will also develop an Opinion of Probable Construction Cost to be submitted to the Town along with the preliminary design plans.

I.2.5 Storm Drainage, Hydraulic Design, Erosion Control Plans and Permits

Upon approval of 25% plans, the Engineer will perform final drainage studies, designs, and field reconnaissance in accordance with the requirements of the Town.

Engineer will conduct a site investigation to identify existence of streams, wetland areas or buffer zones. Engineer will obtain hydraulic survey data sufficient to determine requirements for all hydraulic related structures.

Based on NRCS Soil Survey Mapping and USGS Topographic Mapping, no mapped streams are present in the project and therefore no Section 404/401 or riparian buffer authorizations are anticipated as part of this project.

Engineer will develop final roadway drainage design plans. This design includes the final locations and spacing of curb and gutter inlets to minimize risk of hydroplaning; hydrologic and hydraulic analysis and final recommendations for all cross pipes within project; stability analysis of all ditches and outfalls; pre/post runoff calculations for outfalls, no permanent stormwater control measures will be designed for the project. In addition, a drainage summary sheet will be developed to provide quantities for all drainage related structures.

I.2.7 Utility Coordination

I.2.7.a Coordination of Utilities

Following initial base map preparation and prior to development and submittal of 25% plans, the Engineer will coordinate with private utility companies whose facilities (both existing and proposed) may be affected by the design of the Project to determine locations of major facilities that could adversely affect horizontal alignment development. Such information will be shared with the Town for determination of costs and benefits of shifting the alignment versus relocating the private utility facilities based upon analysis and recommendation of the Engineer.

Following the completion of the Preliminary (25%) Design Phase of the Project, the Engineer will conduct a “kick-off” meeting with all private utilities to review the proposed design. The Engineer will furnish information pertaining to proposed construction to all involved utility companies and agencies.

To facilitate timely preparation of private utility relocation plans, the Engineer will submit draft drainage design plans to all private utilities at approximately 50% completion of final construction plans. This will occur such that development of private utility relocation plans may be developed sufficient to show any necessary easements on the 65% plans submittal.

Engineer will coordinate the resolution of utility conflicts with the respective owners and will inform the Town’s Project Manager of all correspondence regarding same. The design and adjustment of privately owned utilities will be the responsibility of the respective owners, with coordination provided by the Engineer. The Engineer will prepare utilities by others plans illustrating existing and proposed private utility locations.

Engineer will conduct a minimum of two (2) coordination meetings with private utility owners (kickoff and pre-construction). The Town's Project Manager will be informed of/invited to these coordination meetings.

1.2.8 Final Design Phase

Engineer will develop final plans and project special provisions in sufficient form and detail for the Town to let construction contracts. All final designs for the Project will conform to the appropriate current AASHTO specifications, the current practices of NCDOT, and the requirements of the Town.

Plans will be developed using MicroStation V8i and GEOPAK software. Final design plans will include roadway and sidewalk design and details, storm drainage details, construction traffic control plans, pavement marking plans, erosion control notes and details, utilities by others plans, signing plans, and material quantities; and will identify existing right-of-way, proposed right-of-way, permanent and temporary drainage easements, slope easements, utility easements, and temporary construction easements sufficient to encompass all improvements.

I.2.8.a 65% Plans

After the first Public Meeting (as described in section (I.4.2) and receipt of all applicable comments, the final roadway plans will be developed from the approved preliminary (25%) design plans to a stage where they are approximately 65% complete. All existing roadways, structures, utilities, and other items affected by the project will be shown in addition to the proposed construction. The plans will include horizontal geometrics, pavements, drainage layout and calculations, right-of-way easements, property lines, typical sections, traffic control plans, preliminary signing and pavement marking plans, erosion control notes and details, utilities by others plans, and special details. Utility relocation plans are not anticipated to be needed and will be considered an additional service.

All drainage and erosion control calculations will be submitted with the 65% design plans by the Engineer for Town approval.

Engineer will furnish two (2) hard copy sets of 65% plans and one (1) electronic set in PDF format to the Town. Sufficient copies of the plans and other design data will be submitted to the Town to allow detailed review.

Upon incorporation of comments and completion of the 65% plans and approval by the Town, the Engineer will furnish one (1) electronic set of construction drawings in PDF format and one (1) hard copy set, an updated Opinion of Probable Construction Cost (including estimated right-of-way acquisition costs based upon cost data provided by the Town), bid quantities, and project special provisions.

I.2.8.c Construction Traffic Control, Pavement Marking, and Signing Plans

Engineer will prepare construction traffic and pedestrian control plans, which will indicate how vehicular and pedestrian traffic is to be maintained during construction of the Project. NCDOT Roadway Standard Drawings will be referenced in the traffic control plans but will not be detailed as a part of the traffic control plans. The **Public Rights-Of-Way Accessibility Guidelines (PROWAG)** will be referenced when developing the pedestrian traffic control plan. Development of these plans will consider required phasing of the private utility companies' relocation designs, if any, during construction. These plans will be prepared concurrently with the final design plans so as not to delay submission of all final construction documents. Submittals of traffic control, pavement marking, and signing plans will be made at the 65% and 100% plans stage.

Engineer will develop pedestrian safety plans and permanent signing plans. The Engineer is responsible for warning regulatory signs and the Town is responsible for street name markings. No special sign designs, other than standard warning, regulatory, and construction signs shown in the current version of the M.U.T.C.D., are required for this project.

I.2.8.d Erosion Control Plans

Engineer will show erosion control measures and special details not shown in the Erosion Control Manual on a separate set of reproducibles in the roadway plans. Engineer expects the project disturbed area to be less than 1 acre, and not require an erosion control permit from NCDEQ. If the project limits do require an NCDEQ erosion control permit, the Engineer is available to provide plans for permit submittal as an additional service. If required, the Town would be responsible for signing and notarizing the NCDEQ Financial Responsibility Form and reimbursing the Engineer for the actual review fees required for the permit.

I.2.8.f Final Construction Plans and Contract Documents

Engineer will complete the final construction plans, incorporating and resolving all remaining comments from the Town staff review in such detail as to allow the Town to let the proposed work to contract. The plans will include roadway and sidewalk design details, traffic control plans, signing and pavement marking plans, erosion control notes and details, utilities by others plans, quantity summaries, and special detail drawings required together with general notes. Engineer will furnish one (1) hard copy sets of 100% final construction plans and one (1) electronic set in PDF format to the Town for approval/signatures.

After plans are executed by Town staff, the Engineer will furnish to the Town one (1) CD with electronic plans (in PDF format) and one (1) set of sealed project plans and contract documents which will include, but not be limited to, contract proposal bid forms, quantities, specifications, special provisions, bond forms, and other necessary documents including a quantity takeoff notebook. The Project Schedule of Prices will be prepared in Microsoft Excel format for distribution to potential bidders.

Engineer will prepare and furnish to the Town a final Opinion of Probable Construction Cost based on the final bid items in the contract proposal. This task will include any required addendum(s) to address project questions and clarifications throughout the bidding process, including plan sheet and contract revisions. Any revisions resulting from the addendum(s) will require an updated Opinion of Probable Construction Cost.

Engineer will participate in a pre-construction meeting to be conducted by the Town. Engineer will take minutes of the meeting and provide to the participants.

I.3 Plan Scale

The Engineer will furnish all roadway plan sheets drawn to a 1" = 20' horizontal scale and 1"=10' vertical scale. Cross-sections will be prepared at a scale of 1"=10'.

I.4 Meetings, Coordination, and Project Management

I.4.2 Meetings and Coordination

Engineer will make available, at reasonable times, responsible staff members to meet with Town staff to review the content and progress of the Project. Engineer will also make available responsible staff members to attend up to 12 monthly progress meetings, (1) Project Kickoff Meeting, (4) Town staff design review meetings, (1) Public Meeting, (2) property owner meetings, (1) Town Council Presentation, (1) Pre-Bid Meeting to be conducted by the Town, and (1) Pre-Construction Meeting to be conducted by the Town. Engineer will also make available responsible staff members to attend meetings with permitting agencies as required (See I.4). Engineer will compile notes of the above meetings as requested by the Town and provide to all invited attendees.

Engineer will provide two (2) slides for existing project conditions and two (2) slides for proposed project conditions utilizing an electronic Microsoft Power Point presentation template prepared by the Town, (1) PDF color project map, for use at each of the following meeting: (1) Public Meetings and (1) Town Council Presentation. Engineer will provide responsible staff members to present project information at each of these meetings.

Engineer will provide routine project management and administration activities, including monthly progress reports, project letters/correspondence, and subconsultant coordination through the anticipated project duration. Engineer will also make available any information to assist Town staff in keeping the Town's project web site updated throughout the project.

I.5 MicroStation/GEOPAK

Engineer will prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer will furnish to the Town the final MicroStation/GEOPAK (Version 8i) design files, as represented by the final construction plans, excluding any extraneous working files.

For purposes of this subsection, the Town shall indemnify and hold harmless the Engineer, its related entities, subconsultants, successors and assigns, and for the foregoing, its directors, officers and employees from all liability, costs and legal fees arising out of the use of any documents or electronic data produced by Engineer and subconsultants that are not final and complete, or the use of documents or electronic data for any use other than the original intended purpose.

ARTICLE II - Additional Services

II.1 It is not anticipated between the Town and Engineer that the Engineer will perform any services under the Agreement except as set forth in Articles I and III. If requested in writing by the Town and accepted by the Engineer, the Engineer will furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services will be paid for by the Town at rates to be agreed upon by the Town and the Engineer in writing. Equitable adjustments will be made to the time of completion for the Additional Services.

II.2 Re-Staking

Engineer will re-stake right-of-way and easement points at the direction of the Town. This service will be provided for up to five (5) parcels at a unit cost rate of \$400.00 per parcel.

**EXHIBIT B - TASK LIST/FEE ESTIMATE FOR
PEARL - PARKER STREET IMPROVEMENTS PROJECT**

Task Numbers	Task	Cost Estimate
I.2.1	Survey (CH Engineering, Inc.)	\$ 13,747.95
I.2.1.h	Right of Way and Easement Monumentation (CH Engineering, Inc.)	\$ 8,524.72
I.2.1.i	Right of Way Exhibit Preparation (CH Engineering, Inc.)	\$ 6,433.38
I.2.1.j	Class B Subsurface Utility Services (CH Engineering, Inc.)* 3,915 LF * \$1.52/LF*	\$ 5,950.80
I.2.1.k	Class A Subsurface Utility Services (CH Engineering, Inc.)* Test Holes - 5 EA * \$1,200.00/EA* Extra Depth - 2 Feet * \$83.00/Feet* Traffic Control - 2 Days * \$1,500.00/Day*	\$ 6,000.00 \$ 166.00 \$ 3,000.00
I.2.4	25% Preliminary Plans	\$ 21,934.00
I.2.5	Storm Drainage and Associated Permits	\$ 12,608.00
I.2.7.a	Coordination of Utilities	\$ 15,032.00
I.2.8.a	65% Plans	\$ 34,514.00
I.2.8.c	Transportation Management, Pavement Marking, and Signing Plans	\$ 8,006.00
I.2.8.d	Erosion Control Plans	\$ 5,918.00
I.2.8.f	Final Construction Plans and Contract Documents	\$ 25,238.00
I.4.2	Meetings and Coordination	\$ 20,515.00
III.2	Right of Way and Easement Monumentation (CH Engineering, Inc.)* Re-Staking - 5 Parcels * \$400.00/Parcel* Expenses	\$ 2,000.00 \$ 2,138.50
Total		\$ 191,726.35
Total DBE Participation (Subconsultants)		\$ 43,822.85
Percentage of DBE Participation		22.9%

* Not to exceed cost based on unit cost rates

Pearl - Parker Street Improvements Project
 Workhour and Fee Estimate
 Kimley-Horn and Associates, Inc.

	LABOR FEE ESTIMATE	PROJECT MANAGER	SENIOR PROFESSIO NAL	PROFESSIO NAL	DESIGNER	SENIOR TECHNICI AN	TECHNICI AN	CLERICAL	TOTAL HOURS	LABOR COSTS
1.2.4	25% Preliminary Plans									
	Roadway Field Visit			4	4				8	\$ 1,172.00
	Prepare and Revise Design Assumptions				2				2	\$ 248.00
	Title Sheet			2	4				6	\$ 834.00
	Typical Section Sheets				4				4	\$ 496.00
	Horizontal Alignments, Plan Sheets (2)			4	6		6		17	\$ 2,470.00
	Plot Edges of Pavements, Drafting	1		2	4		4		10	\$ 1,314.00
	Superelevation Calculations, Drafting									
	Control Point Calculations									
	Vertical Alignment, Profile Sheets	1		4	6		4		4	\$ 480.00
	Setup and Run Corridor Modeler						4		11	\$ 1,750.00
	Intersection Layout			2	4				4	\$ 480.00
	Sight Distance Calculations			2					6	\$ 834.00
	Construction Limits						2		2	\$ 338.00
	Layout Cross Sections to Sheets				2		2		2	\$ 240.00
	25% Plan Production				8		8		4	\$ 488.00
	Opinion of Probable Construction Cost	2		4	6				16	\$ 1,952.00
	Coordination with Subconsultants	2		4					12	\$ 2,080.00
	QC/QA review and revise	4		2	4		4	2	8	\$ 1,532.00
	Submit 25% Plans to Town				4		4		14	\$ 2,634.00
	Revise per Town comments			4	6				2	\$ 1,172.00
	Subtotal Workhours	10	0	34	64	0	38	4	10	\$ 1,420.00
1.2.5	Storm Drainage Design								150	\$ 21,934.00
	Data Collection and Review			2	2				4	\$ 586.00
	Hydraulic Field Reconnaissance			4	4				8	\$ 1,172.00
	Preliminary Drainage Scheme		2	4	4				12	\$ 1,934.00
	Small Culverts, Ditches, and Storm Drains		2	4	8		4		18	\$ 2,764.00
	Draft Drainage Design onto Plans						20		20	\$ 2,400.00
	Outfall Analysis			2	8		2		12	\$ 1,664.00
	QC/QA review and revise		2	4	6		2		14	\$ 2,088.00
	Subtotal Workhours	0	6	20	32	8	22	0	88	\$ 12,608.00
1.2.7.a	Coordination of Utilities									
	Identify/Contact Utilities and Site Visit		4		2				6	\$ 1,104.00
	Utility Kickoff Meeting and Prep		5		3				8	\$ 1,442.00
	Individual Company Coordination		8						8	\$ 1,712.00
	Utility Coordination Status Report (5)		5						5	\$ 1,070.00
	Conflict Analysis		2		8				10	\$ 1,420.00
	Utility By-others Plans (Preliminary)		6		12				18	\$ 2,772.00
	Utility By-others Plans (Final)		2	6	6		4		18	\$ 2,666.00

Pearl - Parker Street Improvements Project
Workhour and Fee Estimate
Kimley-Horn and Associates, Inc.

	LABOR FEE ESTIMATE	PROJECT MANAGER	SENIOR PROFESSIO NAL	PROFESSIO NAL	DESIGNER	SENIOR TECHNICI AN	TECHNICI AN	CLERICAL	TOTAL HOURS	LABOR COSTS
	Determine/Draw Utility Easement for Relocations			2			4		6	\$ 818.00
	Utility Pre-Con Meeting		6		6				12	\$ 2,028.00
	Subtotal Workhours	0	38	8	37	0	8	0	91	\$ 15,032.00
I.2.8.a	65% Plans									
	Finalize typical sections and roadway cross sections	1		2	4		8		15	\$ 2,124.00
	Update Corridor Modeler					4			4	\$ 668.00
	Right-of-way and Easements Requirements	2		2	8				12	\$ 1,990.00
	65% Plans Production			8	24		16		48	\$ 6,248.00
	Incorporate Town Details			4	6				10	\$ 1,420.00
	QC/QA review and revise	4		4	8		8		24	\$ 3,948.00
	Pay Items and Opinion of Probable Construction Cost	2		4	10		4		20	\$ 3,056.00
	Draft Project Contract Documents	2		6					8	\$ 1,674.00
	Exhibit Review and Coordination	1		4					5	\$ 1,006.00
	Coordination with Subconsultants	2							2	\$ 660.00
	Submit 65% Plans to Town				4		4	2	10	\$ 1,172.00
	Revise per Town comments	4	4	10	10		4		32	\$ 5,586.00
	"Plans In Hand" Field Review	4		4					8	\$ 1,996.00
	Revise plans per field review			2	4		8		14	\$ 1,794.00
	Submit Revised 65% Plans to Town				4		4	2	10	\$ 1,172.00
	Subtotal Workhours	22	4	50	82	4	56	4	222	\$ 34,514.00
I.2.8.c	Construction Traffic Control, Pavement Marking, and Signing Plans									
	65% Traffic Control Plans	2		4	8				14	\$ 2,328.00
	Revise per Town comments			2	4				6	\$ 834.00
	90% Traffic Control Plans	2		4	4				10	\$ 1,832.00
	Revise per Town comments			2	2				4	\$ 586.00
	Existing and Permanent Signing Plans		2	6	6		2		16	\$ 2,426.00
	Subtotal Workhours	4	2	18	24	0	2	0	50	\$ 8,006.00
I.2.8.d	Erosion Control Plans									
	Erosion Control Layout		2	2					4	\$ 766.00
	Erosion Control Design, Basin Design, and Calculations			4	2				6	\$ 924.00
	Clearing and Grubbing Phase plan production		2	4					6	\$ 1,104.00
	Final Construction Phase plan production		4	6	2				12	\$ 2,118.00
	QC/QA review and revise	1	2		2				5	\$ 1,006.00
	Subtotal Workhours	1	10	16	6	0	0	0	33	\$ 5,918.00
I.2.8.f	Final Construction Plans and Contract Documents									
	Revise Plans per Negotiations with Property Owners	2		4			4		10	\$ 1,816.00
	Finalize Special Detail Drawings			2	4				6	\$ 834.00
	General Notes, Roadway Standards			2	2				4	\$ 586.00
	90% Plans Production	1		4	8		8		21	\$ 2,958.00

Pearl - Parker Street Improvements Project
Workhour and Fee Estimate
Kimley-Horn and Associates, Inc.

	LABOR FEE ESTIMATE	PROJECT MANAGER	SENIOR PROFESSIO NAL	PROFESSIO NAL	DESIGNER	SENIOR TECHNICI AN	TECHNICI AN	CLERICAL	TOTAL HOURS	LABOR COSTS
	Final Internal QC/QA and Revise	4		2	4				10	\$ 2,154.00
	Finalize Corridor Modeler					4			4	\$ 668.00
	Pay Items and Final Quantity Calculations	2		4	6				12	\$ 2,080.00
	Finalize Earthwork Calculations			4	4				8	\$ 1,172.00
	NCDOT Hydraulic Data Summary Sheets		4		4				8	\$ 1,352.00
	Draft Contract Documents (Town Specifications)	2		6	4				12	\$ 2,170.00
	Final Project Special Provisions	1		6					7	\$ 1,344.00
	Final Opinion of Probable Construction Cost	2		4	6				12	\$ 2,080.00
	Submit 90% Plans to Town				4		4	2	10	\$ 1,172.00
	Incorporate Town Review Comments	1		4	4				9	\$ 1,502.00
	Revise Plans and Contract Documents per Town comments	1		4	8		4		17	\$ 2,478.00
	Finalize and Seal 100% Plans			4				2	6	\$ 872.00
	Subtotal Workhours	16	4	50	58	4	20	4	156	\$ 25,238.00
1.4.2	Meetings and Coordination									
	Project Kickoff Meeting (2 People, Virtual)	2		2					4	\$ 998.00
	Town Staff Review Meetings (3 Meetings)	3		6					9	\$ 2,004.00
	Prepare Color Map for 25% Public Meeting	2		2	4		8		16	\$ 2,454.00
	Prepare Powerpoint Presentation	2		3						\$ 1,167.00
	Prepare Meeting Handouts			2		4			6	\$ 1,006.00
	25% Design Public Meeting (1 Meeting)	3		3					6	\$ 1,497.00
	Town Council Presentation (1 Meeting)	3		3					6	\$ 1,497.00
	Meetings with Property Owners (2 Meetings)			4					4	\$ 676.00
	Monthly Progress Reports (12)	12						6	18	\$ 4,548.00
	Miscellaneous Coordination (2 hr per month)									
	Invoices									
	Pre-Bid Conference	2		2					4	\$ 998.00
	Bid Clarifications and Addenda	4		8					12	\$ 2,672.00
	Pre-Construction Conference	2		2					4	\$ 998.00
	Subtotal Workhours	35	0	37	4	4	8	6	89	\$ 20,515.00
	HOURLY RATE	\$ 350.00	\$ 214.00	\$ 169.00	\$ 124.00	\$ 167.00	\$ 120.00	\$ 98.00		
	EXPENSES									
	Plans Reproduction									\$ 1,690.00
	Mileage									\$ 148.50
	Miscellaneous									\$ 300.00
	TOTAL EXPENSES									\$ 2,138.50

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022 		
Subject: Text Amendment # ZTA-22-01, Unified Development Ordinance (New)		
Location on Agenda: Old/New Business 		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director		
<p>Brief Summary: Text amendment request (ZTA-22-01) submitted by the Planning Department to replace the existing Town of Garner Unified Development Ordinance, last adopted in full on July 22, 2003 and amended from time to time with the recently drafted Town of Garner - "Garner Forward" Unified Development Ordinance as edited in response to additional public comment during the public review period. To view edits, please click here. To view the final version, please click here.</p>		
<p>Recommended Motion and/or Requested Action: Consider motion to approve and adopt Ordinance (2022) 5132</p>		
<p>Detailed Notes: See attached report.</p>		
<p>Funding Source: n/a</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p>		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Memorandum

TO: Honorable Mayor Marshburn and Town Council Members

FROM: Jeff Triezenberg, AICP, GISP; Planning Director

SUBJECT: ***Text Amendment # ZTA-22-01, New Unified Development Ordinance***

DATE: July 5, 2022

I. BACKGROUND

In late 2019, the Town of Garner contracted with a planning services consultant, Stewart, to undertake an update of the Town's Unified Development Ordinance (UDO). The project was scoped to last two years and consisted of several parts, including an initial update necessitated by recent changes in the state zoning enabling legislation (Chapter 160D) and a Garner Forward update (to implement and update standards based on the recent comprehensive plan update). The Council adopted the state-mandated Chapter 160D revisions on March 16, 2021.

Today, the formal public review process begins for the draft of the full Garner Forward UDO re-write. This draft has resulted from stakeholder interviews, 13 meetings of the project steering committee made up of Council representatives, Planning Commission representatives, citizen representatives, local development professionals and Town staff. Along the way, the project team has maintained a project page on the Town's website, conducted and broadcasted two public meetings and held four joint work sessions with the full Planning Commission and Town Council.

The content of Garner's existing UDO may be divided into two major divisions: the administrative and procedural component (Articles 1, 2, 3, 9, and 10) which were covered in the first joint work session, and the development standards component (Articles 4, 5, 6, 7, 8, and 11) which were covered in the remaining three joint work sessions. The topics have been reorganized into 13 new proposed articles. Highlights of the new regulations include:

- Retaining and updating some previous regulations and providing new standards for the list of permitted uses.
- Implementing the applicable vision and goals of the Garner Forward Comprehensive & Transportation plans.
- Introducing form- or design-based code elements where applicable - including transit-oriented development requirements supportive of the Wake Transit Plan.

- Standardizing and streamlining definitions, procedures, and enforcement processes.
- Creating a document that is easier to use, understand, administer, and enforce.
- Assuring the document is consistent with the latest federal law and North Carolina General Statutes.
- Updating street, access & connectivity standards.
- Providing a standardized use table - including guidance for interpretation and clarification on allowances for accessory/secondary/multiple use.
- Clearly defining home occupation standards that are observable, enforceable and defensible.
- Modifying previous zoning and overlay districts and introducing a few new base districts.
- Simplifying the conditional district rezoning process.
- Revising and adding graphics and charts that clearly illustrate the intent of the UDO.

II. CURRENT TEXT

May be found at: <https://codelibrary.amlegal.com/codes/garner/latest/overview> or at: <https://www.garnernc.gov/departments/planning/development-resources-permitting-information/unified-development-ordinance-udo>

III. PROPOSED REPLACEMENT TEXT

A final draft with edits since the public hearing is attached behind this report. It may also be viewed at: <https://www.garnernc.gov/departments/planning/garner-forward/udo-re-write-project>. A full clean draft is included in the proposed adopting ordinance.

IV. DISCUSSION

Public Hearing Summary: The Town Council conducted a public hearing at their meeting on April 19, 2022.

- Staff presented the case and gave an overview of the text amendment (and corresponding map amendment) request.
- Council discussed the matter of placing ‘mother-in-law’ homes in the back of an owner’s property. The Town’s UDO has an ownership requirement that the owner must live in the primary structure, be of a certain size and a separate driveway cannot be added. There was some concern as to what would happen if the property owner no longer lived at the residence and the mother-in-law suite was now a rental property.

V. PLAN CONSISTENCY

Statutory Directive: When considering a rezoning request, the Planning Commission is required by state statute to make a written recommendation regarding the consistency of the zoning proposal with the Town's current Comprehensive Plan and other applicable adopted plans. Specifically, a comprehensive plan is only advisory in nature and has no independent regulatory effect; nor does it expand, diminish or alter the scope of the Town of Garner UDO. A determination of inconsistency with the Plan does not preclude a rezoning request from being found to be reasonable. In those cases where the request is deemed inconsistent yet reasonable, an amendment to the Comprehensive Plan is automatically made upon approval of the request.

Relevant Land Use Plan Analysis:

2018 Garner Forward Comprehensive Plan – CONSISTENT

The purpose of this text amendment is to adopt new and revised regulations that focus on implementing several recommendations of the Comprehensive Plan. Specifically, this amendment addresses the introduction of form-based regulations that will help improve design outcomes, the revision of parking requirements, the revision of landscaping and tree preservation requirements, the strengthening of access management rules, the implementation of a connectivity standard, and the adoption of rules that support complete streets. The amendment also puts new districts in place that, over time, will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town's existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities.

Consistency Statement: This request to amend and replace the Unified Development Ordinance in full, is consistent with the Garner Forward Comprehensive Plan in that it directly addresses several plan recommendations, including the introduction of form-based regulations that will help improve design outcomes, the revision of parking requirements, the revision of landscaping and tree preservation requirements, the strengthening of access management rules, the implementation of a connectivity standard, and the adoption of rules that support complete streets; and that, over time, the adoption of these recommendations will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town's existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities.

VI. REASONABLENESS

Statutory Directive: In addition to approving a statement regarding plan consistency upon the advice of the Planning Commission, the Town Council must also approve a statement of reasonableness when making their decision. Sources of reasonableness may include other sections of the 2018 *Garner Forward Comprehensive Plan* providing guidance on keeping the Town's character, living spaces, working places, recreation opportunities and transportation. Other adopted Town plans and policies providing guidance on parks, greenways, cultural resources and more may serve as sources as well. The Town Council may find that a rezoning request furthers the efforts to achieve specific goals and objectives stated within these plans and policies; and thereby render said request a reasonable one. The converse may also apply.

Staff Recommendation: Staff supports ZTA-22-01 as proposed for amendment by the Planning Commission and presented in Section III of this report, recommends Town Council approval of the Planning Commission's statement of consistency presented in Section V of this report, and further recommends approval of the text amendment request as a reasonable one – see following motion worksheet.

ZTA-22-01, New Unified Development Ordinance
Text Amendment Motion Worksheet

Choose one of the following motions (*staff recommendation highlighted*):

<p>1. CONSISTENT AND REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the text amendment request with adopted land use plans, detailed in Section V of the staff report, as our own; and I further move that the Town Council adopt Ordinance No. (2022) 5132 approving text amendment ZTA-22-01, as the request is reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)." </p>
<p>2. CONSISTENT BUT NOT REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the text amendment request with adopted land use plans, detailed in Section V of the staff report, as our own; however, I also move that the Town Council deny text amendment ZTA-22-01 as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)." </p>
<p>3. INCONSISTENT YET REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the text amendment request with adopted land use plans, detailed in Section V of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); yet, I also move that the Town Council adopt Ordinance No. (2022) 5132 approving text amendment ZTA-22-01, as the request is still reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)." </p>
<p>4. INCONSISTENT NOR REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the text amendment request with adopted land use plans, detailed in Section V of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); and I further move that the Town Council deny text amendment ZTA-22-01, as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)." </p>

Select all applicable reasonableness options to be included in a motion:	
	Be of an overall design that keeps within the Town's character and improves property values.
	Encourage redevelopment and reuse of existing sites and building that are complimentary to the surrounding area.
	Invest significantly in outdoor spaces and/or promote natural features such as major trees, streams, hills and woodlands.
	Provide attractive and pedestrian-friendly streetscapes that communicate small-town feel and a human-scaled environment.
	Create attractive and unique gateways to Garner; thereby attracting new visitors and encouraging people to return.
	Attract both younger and older populations.
	Be located and designed to create good multi-family places with quality exterior materials, open spaces and facades.
	Refocus development on our centers – including Downtown and North Garner.
✓	Allow/encourage shared-use and mixed-use developments.
	Support more 55+ housing opportunities.
	Emphasize new housing styles in walkable, mixed-use locations identified for growth.
	Mix housing types in infill areas in harmony with adjoining, older neighborhoods.
	Create better neighborhood appearance by rear-loading driveways and using alleys, promoting walking in front of homes and allowing trash removal to be kept out of sight.
	Cluster townhomes, ancillary units, single-family attached and detached homes with similar design characteristics where they can live compatibly.
	Attract unique commercial establishments.
✓	Align the development code with the Town's desired ends.
	Support work-in-place trends.
	Require all or a high percentage of parking to be at the side or rear of buildings and allow for the creation of enclosed pedestrian spaces.
	Allow a mix of smaller, leaner and cleaner manufacturing and industry with office and/or ground-floor retail; even housing.
	Connect the community internally with open spaces.
	Enhance the surrounding transportation network by providing interconnectivity, constructing proposed greenway trails, improving intersections and/or filling sidewalk gaps.
	Improve Garner's position as a community that is a successful candidate for more fixed route transit services.
	Reflect a significant change in conditions or support a public policy established by the Town since the adoption of applicable land use plans.
	Achieve substantial improvement in the quality of life for Town residents.
✓	Increase the ability to achieve other goals of the Comprehensive Plan or improve Town operations.
	Other: _____
	Other: _____

Green = supporting elements, Yellow = perhaps/partial, Red = nothing overtly supporting identified, Gray = likely n/a

ORDINANCE NO. (2022) 5132

AN ORDINANCE ENACTING THE “GARNER FORWARD” TOWN OF GARNER UNIFIED DEVELOPMENT ORDINANCE FOR THE TOWN OF GARNER AND ITS EXTRATERRITORIAL JURISDICTION

WHEREAS, on June 13, 2002, the Planning Commission unanimously recommended approval of the “Garner Forward” draft for a new Unified Development Ordinance for the Town of Garner and its extraterritorial jurisdiction; and

WHEREAS, the Town Council held a duly advertised public hearing on said Unified Development Ordinance at its regular meeting on April 19, 2022, and parties at interest and citizens had an opportunity to be heard; and

WHEREAS, the Town Council finds this request to amend and replace the Unified Development Ordinance in full, is consistent with the Garner Forward Comprehensive Plan in that it directly addresses several plan recommendations, including the introduction of form-based regulations that will help improve design outcomes, the revision of parking requirements, the revision of landscaping and tree preservation requirements, the strengthening of access management rules, the implementation of a connectivity standard, and the adoption of rules that support complete streets; and that, over time, the adoption of these recommendations will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town’s existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities; and

WHEREAS, the Town Council finds the request is reasonable and in the public interest because it allows/encourages shared-use and mixed-use developments, aligns the development code with the Town’s desired ends, and Increases the Town’s ability to achieve other goals of the Comprehensive Plan or improve Town operations; and

WHEREAS, the Town Council deemed it advisable to replace the Town of Garner, North Carolina Unified Development Ordinance previously enacted in Ordinance No. (2003) 3250;

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

Section One. There is hereby enacted a land use ordinance entitled the Unified Development Ordinance for the Town of Garner and its extraterritorial jurisdiction which reads as follows:

<insert articles>

Section Two. Ordinance No. (2003) 3250 entitled An Ordinance Enacting the Garner Unified Development Ordinance for the Town of Garner and Its Extraterritorial Jurisdiction” and amendments thereto are hereby repealed.

Section Three. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Section Four. This ordinance shall be codified upon its adoption.

Section Five. This ordinance shall become effective upon its adoption.

Duly adopted this 5th day of July 2022.

Ken Marshburn, Mayor

ATTEST:

Stella Gibson, Town Clerk

APPROVED AS TO FORM:

Terri Jones, Town Attorney

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022 		
Subject: Conditional Rezoning # CZ-22-01, Town of Garner Jurisdiction-Wide		
Location on Agenda: Old/New Business 		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: Conditional rezoning request (CZ-22-01) submitted by the Garner Planning Department to rezone the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most closely corresponding proposed base and overlay zoning districts provided for in the draft Garner Forward Unified Development Ordinance. Existing conditional districts are re-adopted / carried forward as part of this request.		
Recommended Motion and/or Requested Action: Consider motion to approve and adopt Ordinance (2022) 5131		
Detailed Notes: This rezoning will place all affected properties in a new designation most similar to their existing zone. There is no intent to upzone or downzone as a result of this process (e.g., residentially-zoned property remains residentially-zoned property, commercial remains commercial, etc.). See attached report.		
Funding Source: n/a		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Staff Report

TO: Honorable Mayor Marshburn and Town Council Members

FROM: Jeff Triezenberg, AICP, GISP; Planning Director

SUBJECT: *Conditional Rezoning # CZ-22-01, Town of Garner Jurisdiction-Wide*

DATE: July 5, 2022

I. PROJECT AT A GLANCE

Project Number(s): CZ-22-01 Conditional Zoning Map Amendment

Applicant: Town of Garner

Owners: Multiple; approximately 16,164 properties

General Description -

Project Area & Location: 39 square miles / 24,960 acres / All of the Town's corporate limits and ETJ

Current Zoning: Zoning Districts, *Unified Development Ordinance*, Effective October 1, 2003

Requested Zoning: New Zoning Districts, *Garner Forward Unified Development Ordinance*, Final Adopted Draft

Key Meeting Dates:

Public Hearing: April 19, 2022

Planning Commission: June 13, 2022

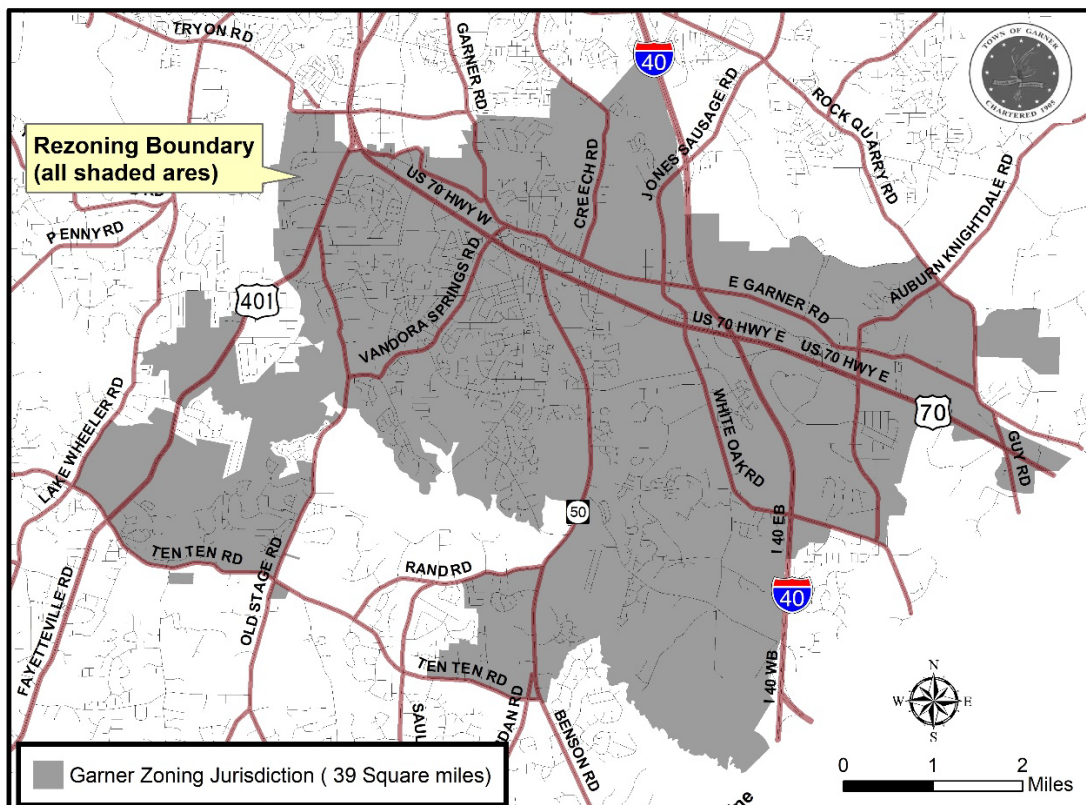
Action: July 5, 2022

II. BACKGROUND / REQUEST SUMMARY

Conditional zoning map amendment request submitted by the Garner Planning Department to rezone the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most closely corresponding proposed base and overlay zoning districts provided for in the draft Garner Forward Unified Development Ordinance. Existing conditional districts will be re-adopted / carried forward as part of this request.

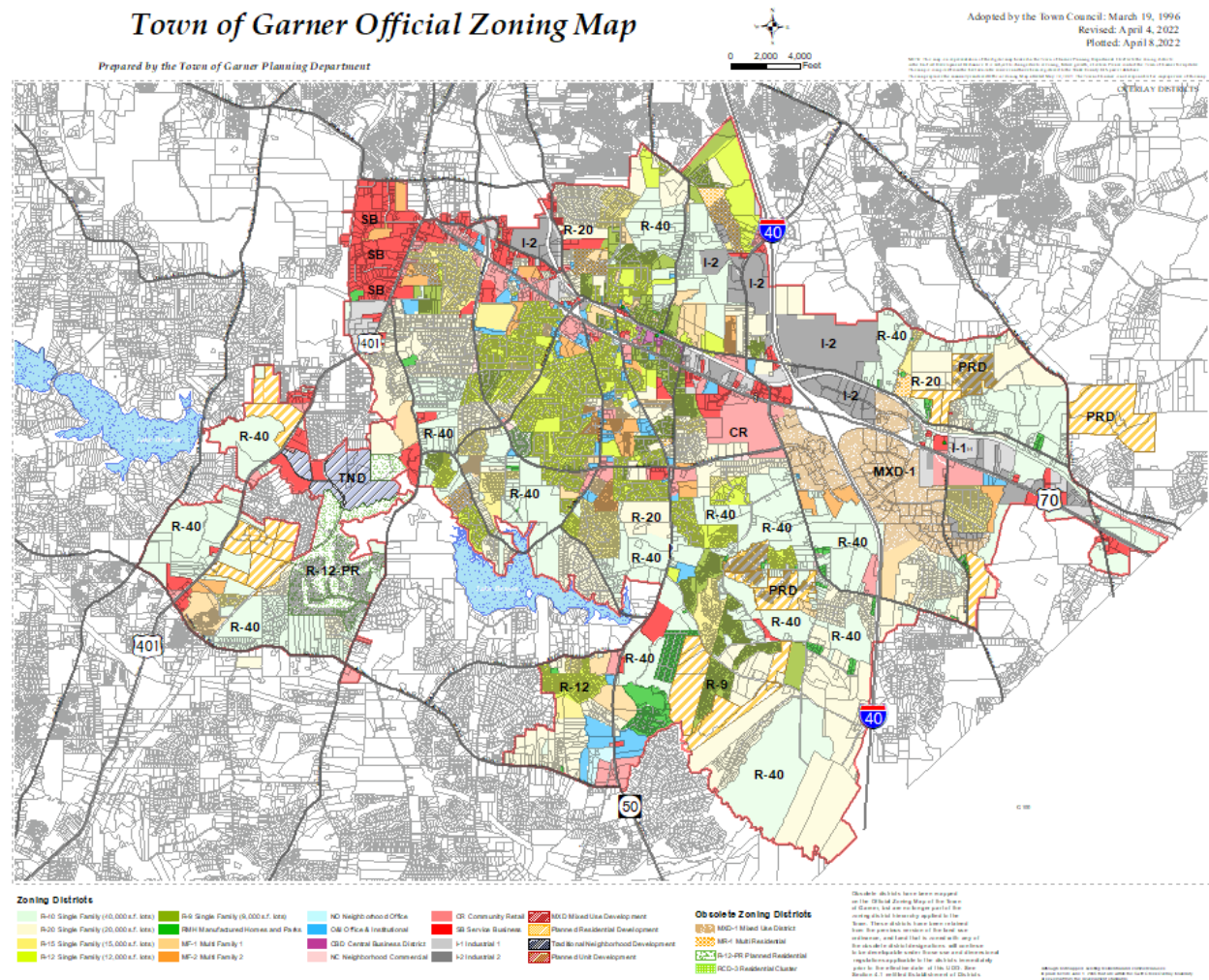
In late 2019, the Town of Garner contracted with Stewart, Inc.'s Municipal Planning & Mobility team to undertake an update of the Town's current UDO. The Town's UDO contains zoning and subdivision regulations that apply to new development and land use activities. In addition to adopting new text for the UDO, the update also involves an amendment to the Town of Garner Official Zoning Map by consolidating existing districts and introducing a few new base and/or overlay districts. This rezoning will place all affected properties in a new designation most similar to their existing zone. There is no intent to upzone or downzone as a result of this process (e.g., residentially-zoned property remains residentially-zoned property, commercial remains commercial, etc.).

A Steering Committee was appointed to assist this re-write process and met 15 times over the course of almost a year and a half. This committee was made up of local citizens, site designers, developers, real estate agents, and members of the Town Council and Planning Commission. Stakeholder interviews were also conducted to pull in concerns and interests from outside of the Steering Committee. Public meetings and multiple joint Planning Commission/Town Council work sessions have also been broadcast during this time, in addition to social media outreach.



III. ZONING ANALYSIS

Existing: The existing zoning of the Town's jurisdiction is shown below followed by a list of districts and their abbreviations.



RESIDENTIAL ZONING DISTRICTS

Single-Family Residential (R-40)
Single-Family Residential (R-20)
Single-Family Residential (R-15)
Single-Family Residential (R-12)
Single-Family Residential (R-9)
Multifamily Residential (MF-1)
Multifamily Residential (MF-2)
Manufactured Home Park/Subdivision (RMH)
Manufactured Home Floating Zone (MH)

COMMERCIAL ZONING DISTRICTS

Neighborhood Office (NO)
Neighborhood Commercial (NC)

Central Business District (CBD)

Office and Institutional (OI)

Community Retail (CR)

Service Business (SB)

INDUSTRIAL ZONING DISTRICTS

Light Industrial (I-1)

Heavy Industrial (I-2)

PLANNED DEVELOPMENT DISTRICTS (floating)

Planned Unit Development (PUD) *unused*

Planned Residential Development (PRD)

Traditional Neighborhood Development (TND)

Mixed Use Development (MXD)

OVERLAY ZONING DISTRICTS

Conservation Buffer Area (CBA)
 Lake Benson Conservation (LBC)
 Timber Drive Overlay (O-TD)
 U.S. 70/401 Overlay (O-70)
 I-40 Overlay (O-40)
 Garner Road Overlay District (GR-OD)
 Timber Drive East Overlay (O-TDE)
 Swift Creek Conservation District (SCC)

OBSOLETE DISTRICTS

Multi-Residential 1 (MR-1)
 Residential Cluster District (RCD)
 Planned Residential District (R-12 PR)
 Mixed Use Development District (MXD-1)

CONDITIONAL DISTRICTS

As individually adopted.

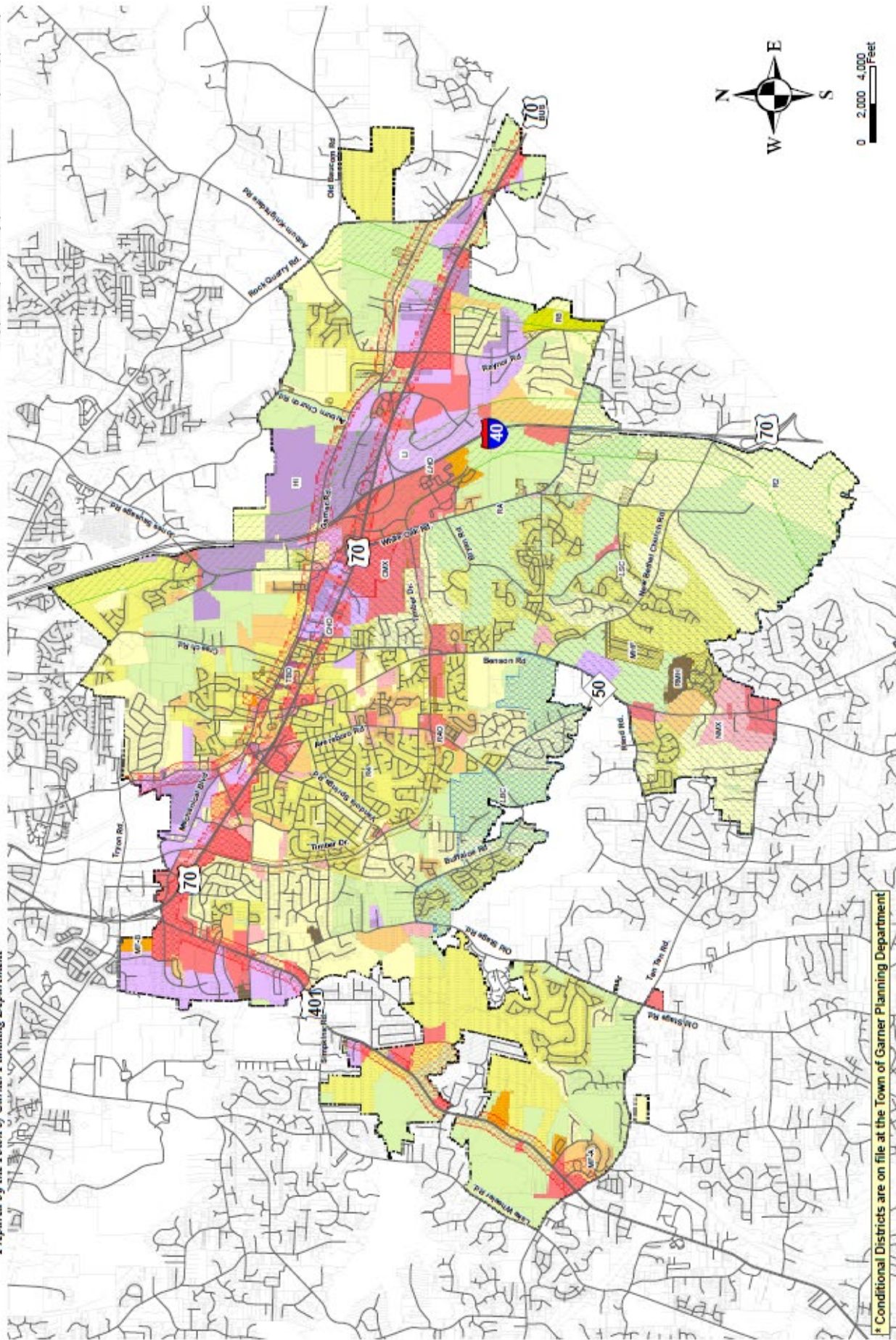
Proposed:

	Category	Zoning District
Base Districts	Residential	Rural Agricultural (RA)
		Residential 2 (R2)
		Residential 4 (R4)
		Residential 8 (R8)
		Multifamily A (MF-A)
		Multifamily B (MF-B)
		Manufactured Home Park (RMH)
	Nonresidential and Mixed Use	Neighborhood Mixed-Use (NMU)
		Commercial Mixed Use (CMX)
		Traditional Business District (TBD)
		Activity Center (AC)
	Industrial	Light Industrial (LI)
		Heavy Industrial (HI)
	Conditional Zoning District (formerly Planned Development or Conditional Use Zoning)	Conditional Zoning District (CZ)
	Floating Overlay	Manufactured Home Floating Zone (-MH)
Overlays	Conservation Overlays	Conservation Buffer Area (CBA)
		Lake Benson Conservation District (LBC)
		Swift Creek Conservation District (SCC)
	Transportation Corridor Overlays	Residential Arterial Overlay (RAO)
		Commercial Highway Overlay (CHO)
		Limited Access Highway Overlay (LAHO)

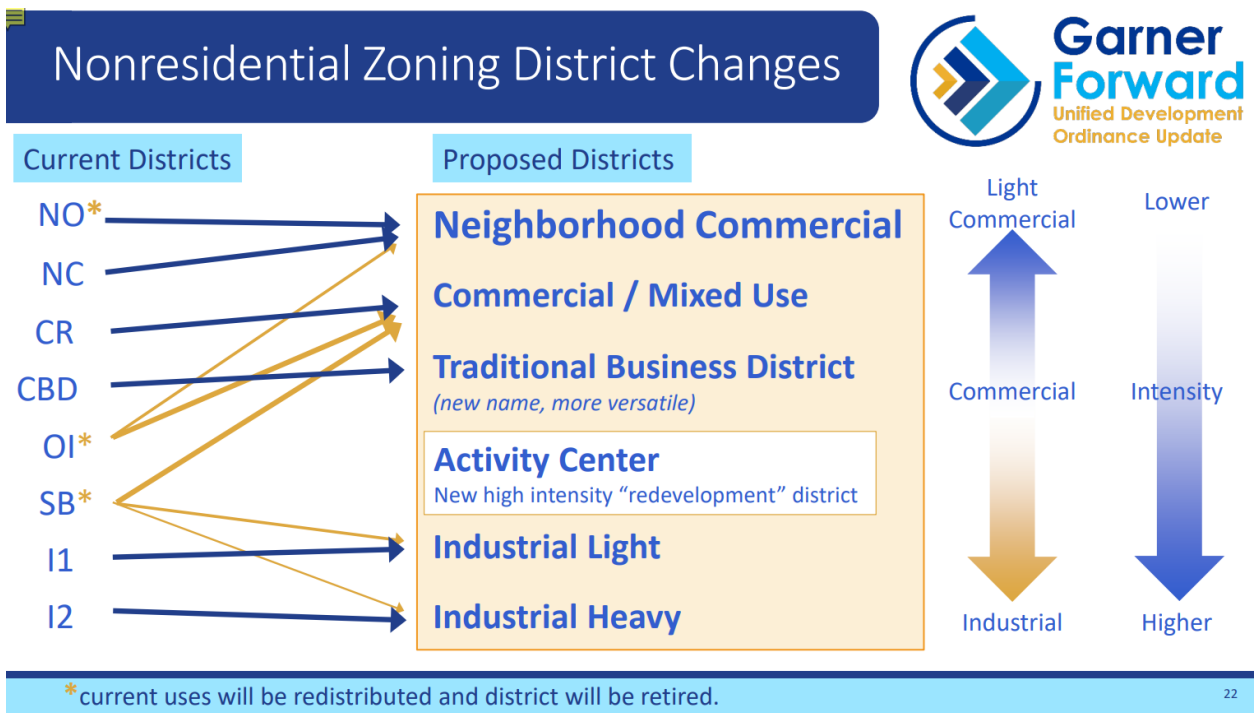
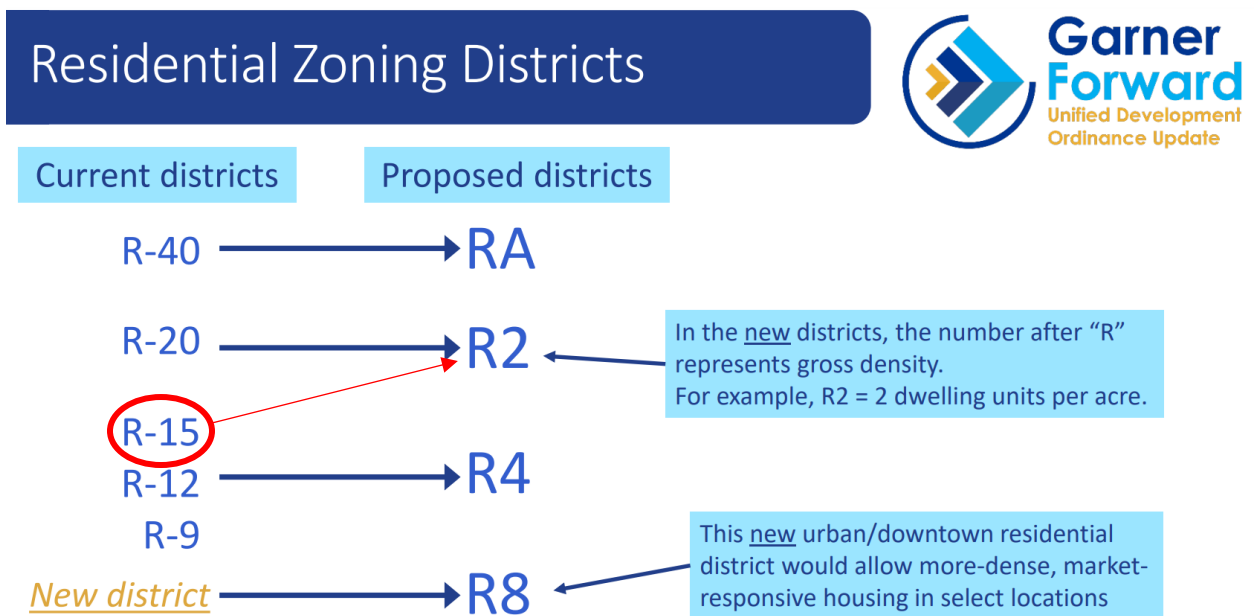
DRAFT Rezoning Map CZ-22-01: Proposed New Zoning Map for the Town of Garner

Prepared by the Town of Garner Planning Department

2022. This map is a representation of the proposed rezoning map for the Town of Garner. It is not a legal document. The map is subject to change without notice. The map is not intended to be used for any purpose other than the purpose for which it was prepared. The map is not intended to be used for any purpose other than the purpose for which it was prepared.



Transition Summary:



Major Town-wide Rezoning History: The Planning Department’s rezoning database contains the following rezoning cases in the vicinity of this property.

Case	Applicant	Location	Effective
Z-88-25	Town of Garner	ETJ Extension w/ rezoning	December 1988
Z-17-01	Town of Garner	ETJ Extension w/ rezoning	May 2017

Updates: For changed in recommendations since public hearing, [see Attachment](#) following this report.

IV. COMMUNITY INFORMATION

Overall Community Character: The Town of Garner is positioned in central North Carolina, south of the capital city of Raleigh. Due to its location near major transportation arteries, it has maintained a small-town atmosphere while still enjoying the benefits of accessibility to metropolitan areas, universities, and Research Triangle Park. Garner is one of Wake County's largest communities, both in terms of population and landmass. From 2000 to 2015, Garner experienced significant growth with a population rate increase of 58 percent, as compared to Wake County (63%), and North Carolina (25%). An internal population estimate conducted in January 2022 reported over 33,500 residents living in the town. The percentage of adults 55 years old and over in Garner (24.4%) is the highest of any municipality in the county (Wake County, 20.2%). Following the trends of many other similar sized communities, the town is becoming home to an increasing number of empty nesters.

Public Hearing Summary: The Town Council conducted a public hearing at their meeting on April 19, 2022.

- Staff presented the case and gave an overview of the zoning map amendment request. Mr. Triezenberg noted the update involved an amendment to the Town's zoning map by consolidating existing districts and introducing new base and/or overlay districts. The rezoning will place all affected properties in a new designation most similar to their existing zone. There is no intent to upzone or downzone as a result of this process.
- The following individuals asked questions about how the rezoning would affect their specific property:
 - Todd Beaty
 - Steve Ward
 - RW Regan
 - Tonya Quinn
 - Jordan Thorngren
 - Denise Thomas
- Mr. Triezenberg responded to their questions and asked that the public contact the Planning Department directly so staff can look at their individual situation. In some cases, additional research may be needed. Mr. Triezenberg also provided contact information.
- Council discussed the matter of placing 'mother-in-law' homes in the back of an owner's property. The Town's UDO has an ownership requirement that the owner must live in the primary structure, be of a certain size and a separate driveway cannot be added. There was some concern as to what would happen if the property owner no longer lived at the residence and the mother-in-law suite was now a rental property.

V. CONSISTENCY OF REQUEST

Statutory Directive: When considering a rezoning request, the Planning Commission is required by state statute to make a written recommendation regarding the consistency of the zoning proposal with the Town's current Comprehensive Plan and other applicable adopted plans. Specifically, a comprehensive plan is only advisory in nature and has no independent regulatory effect; nor does it expand, diminish or alter the scope of the Town of Garner UDO. A determination of inconsistency with the Plan does not preclude a rezoning request from being found to be reasonable. In those cases where the request is deemed inconsistent yet reasonable, an amendment to the Comprehensive Plan is automatically made upon approval of the request.

Relevant Land Use Plan Analysis:

2018 Garner Forward Comprehensive Plan – CONSISTENT

As the purpose of this Town-wide zoning map amendment is to establish comparable new zoning districts for all land subject to the adoption and implementation of the draft Garner Forward Unified Development Ordinance, the focus of this analysis is on the broader goals of the Comprehensive Plan. While the action is not re-zoning any property to achieve an identified future land use, it is consistent with the broader goals of the community's comprehensive plan by putting new districts and permissible forms of development in place that, over time, will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town's existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities.

Consistency Statement: This request to rezone the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most comparable proposed base and overlay zoning districts provided for in the draft Garner Forward Unified Development Ordinance along with re-adopting/carrying forward existing conditional districts, is consistent with the Garner Forward Comprehensive Plan in that it will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town's existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities.

VI. REASONABLENESS

Statutory Directive: In addition to approving a statement regarding plan consistency upon the advice of the Planning Commission, the Town Council must also approve a statement of reasonableness when making their decision. Sources of reasonableness may include other sections of the *2018 Garner Forward Comprehensive Plan* providing guidance on keeping the

Town's character, living spaces, working places, recreation opportunities and transportation. Other adopted Town plans and policies providing guidance on parks, greenways, cultural resources and more may serve as sources as well. The Town Council may find that a rezoning request furthers the efforts to achieve specific goals and objectives stated within these plans and policies; and thereby render said request a reasonable one. The converse may also apply.

Staff Recommendation: Staff supports CZ-22-01 as proposed for amendment by the Planning Commission and presented in Section III of this report, recommends Town Council approval of the Planning Commission's statement of consistency presented in Section V of this report, and further recommends approval of the rezoning request as a reasonable one – see following motion worksheet.

CZ-22-01, Town of Garner Jurisdiction-Wide
Rezoning Motion Worksheet

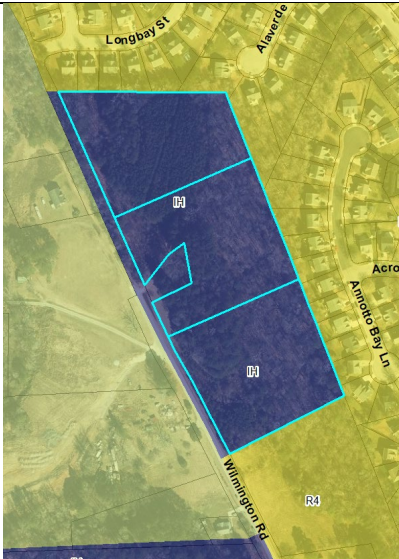
Choose one of the following motions (*staff recommendation highlighted*):

<p>1. CONSISTENT AND REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the map amendment request with adopted land use plans, detailed in Section V of the staff report, as our own; and I further move that the Town Council adopt Ordinance No. (2022) <u>5131</u> approving map amendment CZ-22-01, as the request is reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)."</p>
<p>2. CONSISTENT BUT NOT REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the map amendment request with adopted land use plans, detailed in Section V of the staff report, as our own; however, I also move that the Town Council deny map amendment CZ-22-01 as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)."</p>
<p>3. INCONSISTENT YET REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the map amendment request with adopted land use plans, detailed in Section V of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); yet, I also move that the Town Council adopt Ordinance No. (2022) <u>5131</u> approving map amendment CZ-22-01, as the request is still reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)."</p>
<p>4. INCONSISTENT NOR REASONABLE</p>	<p>"I move that the Town Council accept the Planning Commission's written statement regarding consistency of the map amendment request with adopted land use plans, detailed in Section V of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); and I further move that the Town Council deny map amendment CZ-22-01, as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options and/or provide your own reasoning</u>)."</p>

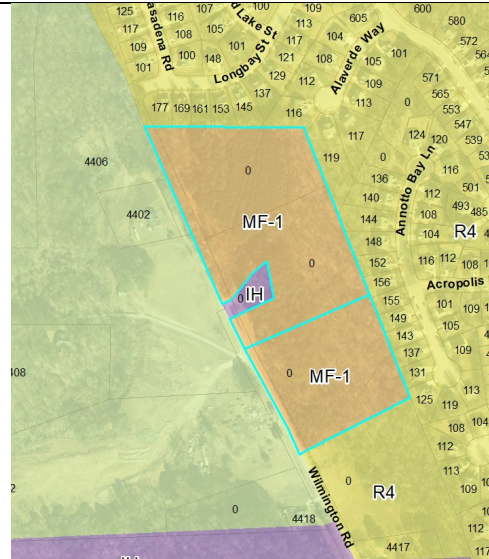
Select all applicable reasonableness options to be included in a motion:	
	Be of an overall design that keeps within the Town's character and improves property values.
	Encourage redevelopment and reuse of existing sites and building that are complimentary to the surrounding area.
	Invest significantly in outdoor spaces and/or promote natural features such as major trees, streams, hills and woodlands.
	Provide attractive and pedestrian-friendly streetscapes that communicate small-town feel and a human-scaled environment.
	Create attractive and unique gateways to Garner; thereby attracting new visitors and encouraging people to return.
	Attract both younger and older populations.
	Be located and designed to create good multi-family places with quality exterior materials, open spaces and facades.
	Refocus development on our centers – including Downtown and North Garner.
✓	Allow/encourage shared-use and mixed-use developments.
	Support more 55+ housing opportunities.
	Emphasize new housing styles in walkable, mixed-use locations identified for growth.
	Mix housing types in infill areas in harmony with adjoining, older neighborhoods.
	Create better neighborhood appearance by rear-loading driveways and using alleys, promoting walking in front of homes and allowing trash removal to be kept out of sight.
	Cluster townhomes, ancillary units, single-family attached and detached homes with similar design characteristics where they can live compatibly.
	Attract unique commercial establishments.
✓	Align the development code with the Town's desired ends.
	Support work-in-place trends.
	Require all or a high percentage of parking to be at the side or rear of buildings and allow for the creation of enclosed pedestrian spaces.
	Allow a mix of smaller, leaner and cleaner manufacturing and industry with office and/or ground-floor retail; even housing.
	Connect the community internally with open spaces.
	Enhance the surrounding transportation network by providing interconnectivity, constructing proposed greenway trails, improving intersections and/or filling sidewalk gaps.
	Improve Garner's position as a community that is a successful candidate for more fixed route transit services.
	Reflect a significant change in conditions or support a public policy established by the Town since the adoption of applicable land use plans.
	Achieve substantial improvement in the quality of life for Town residents.
✓	Increase the ability to achieve other goals of the Comprehensive Plan or improve Town operations.
	Other: _____
	Other: _____

Green = supporting elements, Yellow = perhaps/partial, Red = nothing overtly supporting identified, Gray = likely n/a

ATTACHMENT: CHANGES SINCE PUBLIC HEARING



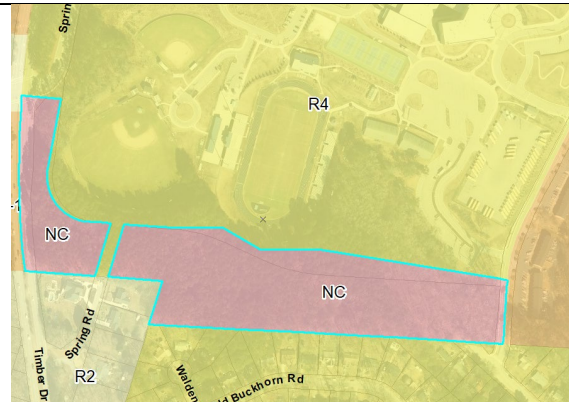
Original Draft: **LI (Light Industrial)**



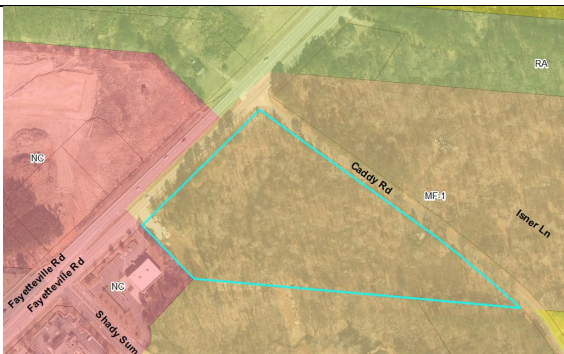
Wilmington Townhomes – Rezoning
Modified Recommendation: **MF-A Conditional**



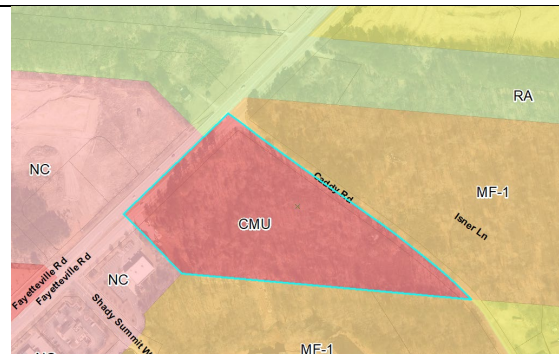
Original Draft: **MF-A**



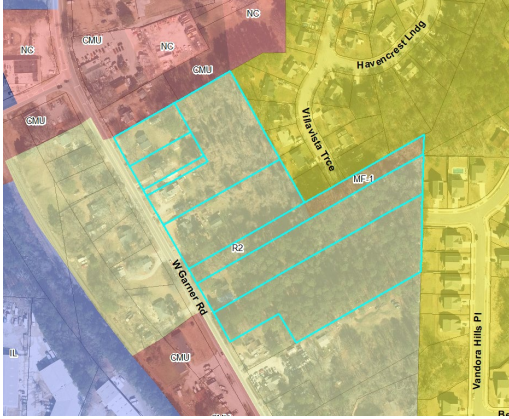
Spring Drive
Modified Recommendation: **NMX**



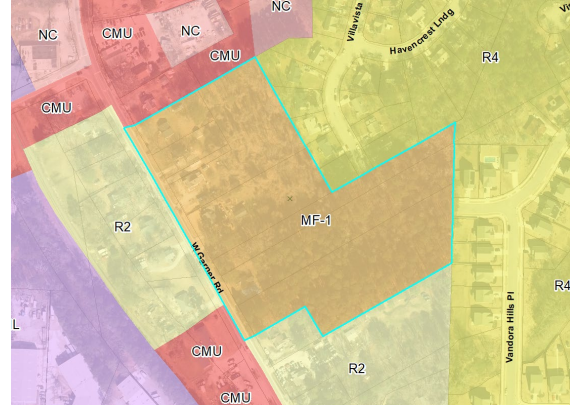
Original Draft: **MF-A**



Caddy Road South - Rezoning
Modified Recommendation: **CMX Conditional**



Original Draft: **R2, MF-A**



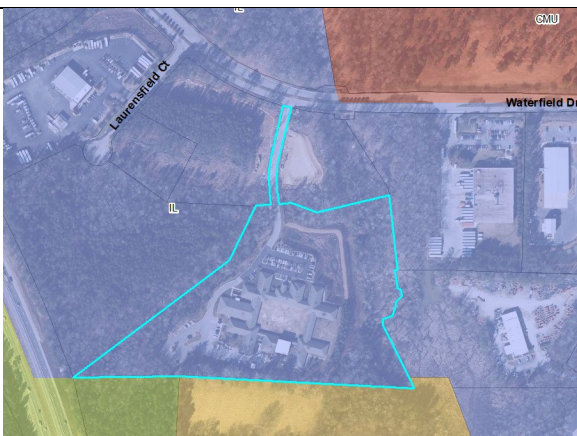
Buffaloee Townhomes - Rezoning
Modified Recommendation: **MF-A Conditional**



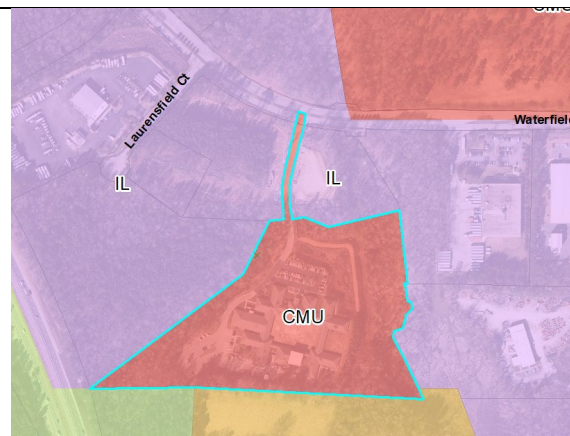
Original Draft: **R2**



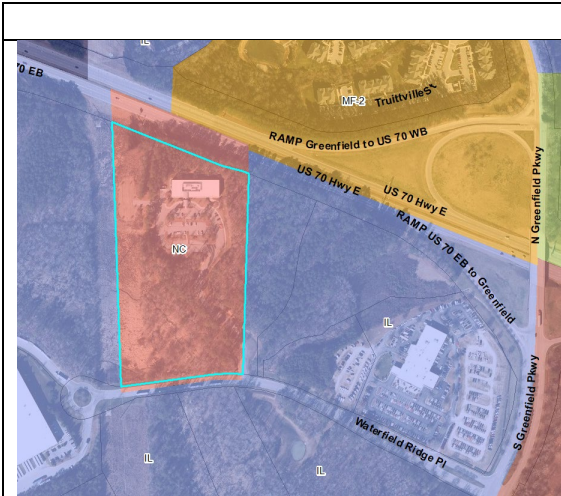
10619 Ten Ten Road (Correcting Map Oversight)
Modified Recommendation: **R2 (with Mobile Home Floating District)**



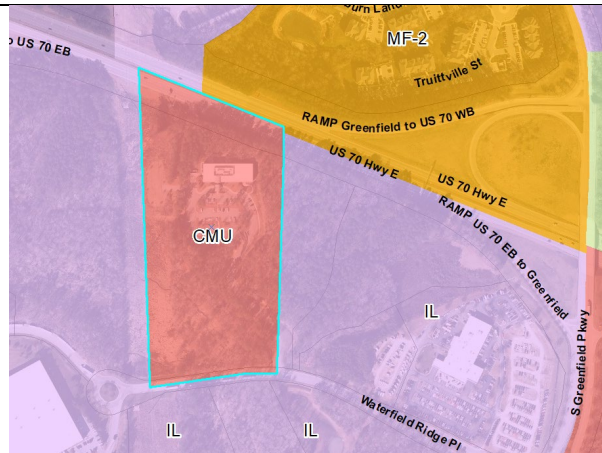
Original Draft: **LI (Light Industrial)**



Garner Behavioral Hospital
Modified Recommendation: **CMX**



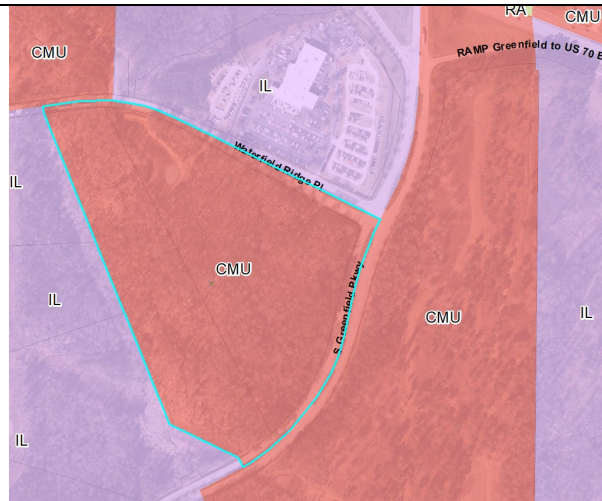
Original Draft: **NMX**



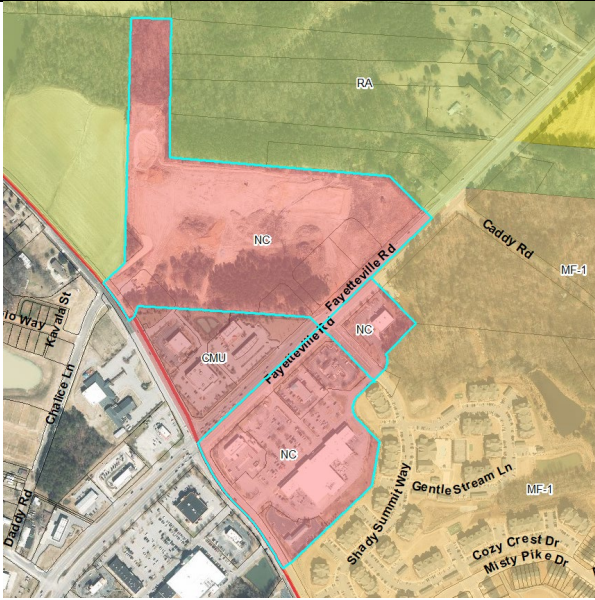
NC Conference of the United Methodist Church
Modified Recommendation: **CMX**



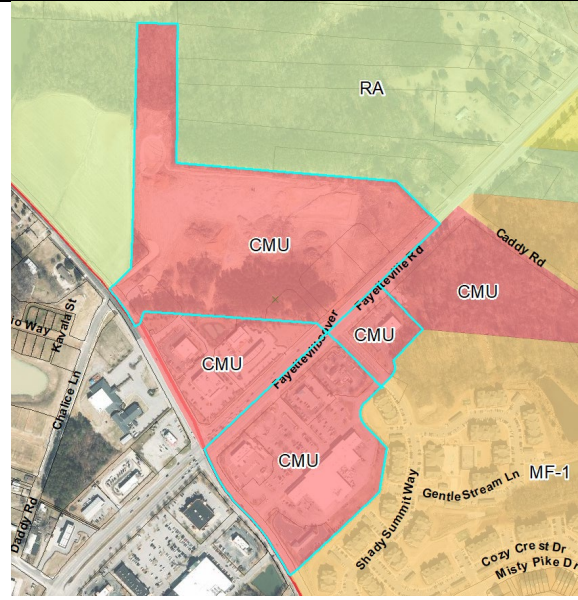
Original Draft: **LI (Light Industrial)**



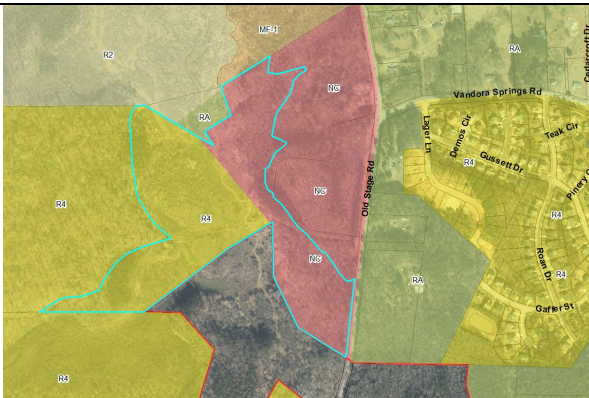
Waterfield Ridge Apartments
Modified Recommendation: **CMX**



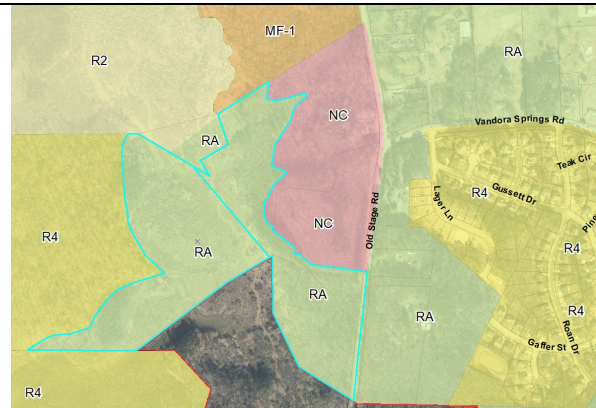
Original Draft: **NMX Conditional**



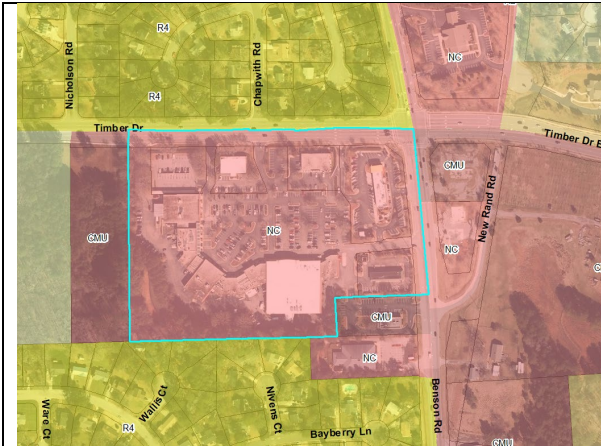
McCullers Commercial
Modified Recommendation: **CMX Conditional**



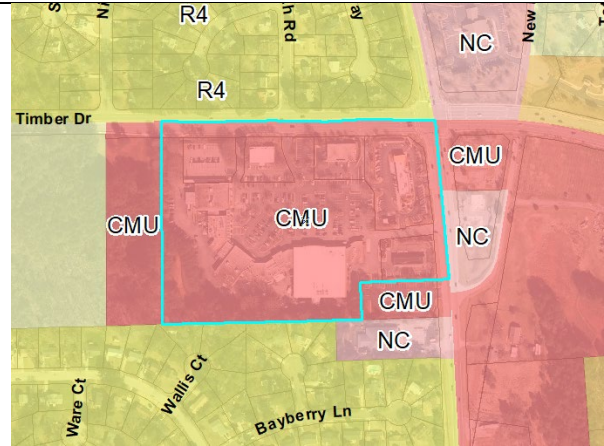
Original Draft: **NC, R4**



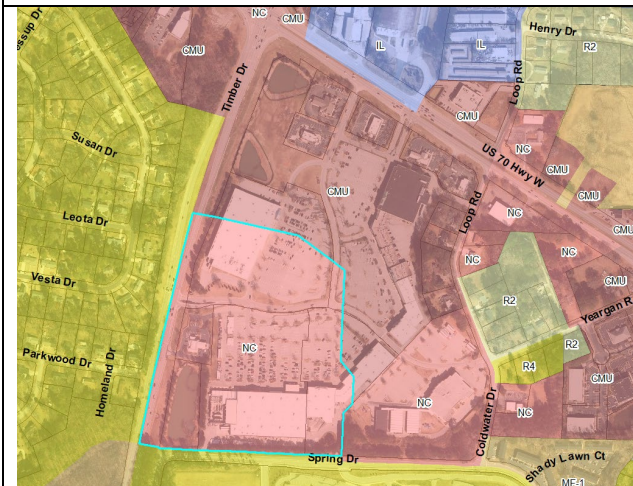
Old Stage Floodplain
Modified Recommendation: **RA**



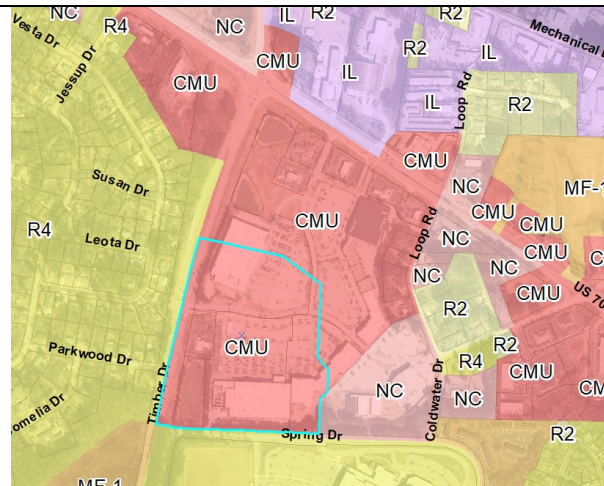
Original Draft: **NMX Conditional**



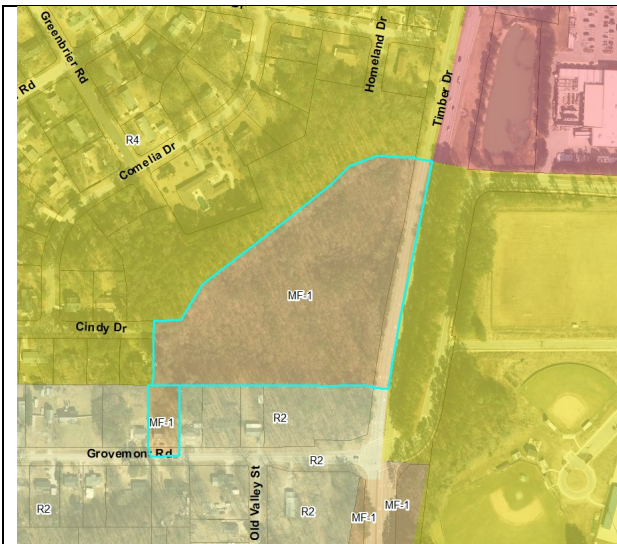
Timber Crossing
Modified Recommendation: **CMX Conditional**



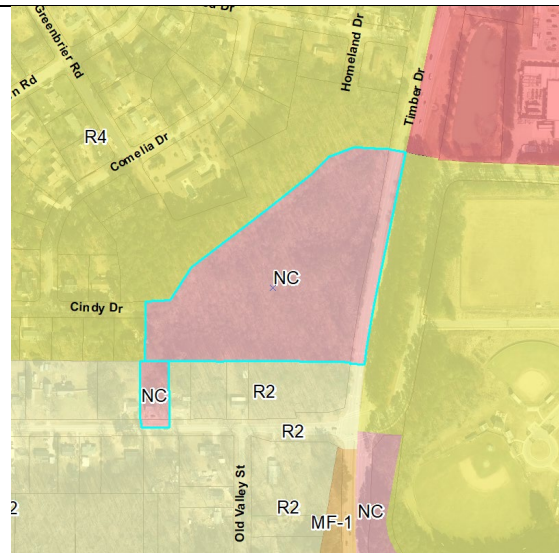
Original Draft: **NMX Conditional**



Garner Towne Square
Modified Recommendation: **CMX Conditional**



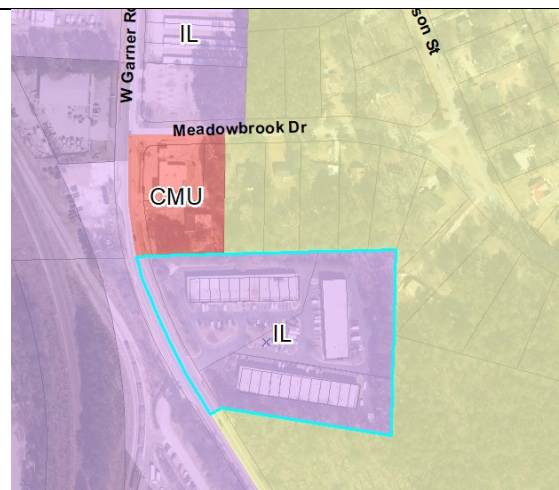
Original Draft: **MF-A Conditional**



Greenbrier Park Proposal
Modified Recommendation: **NMX Conditional**



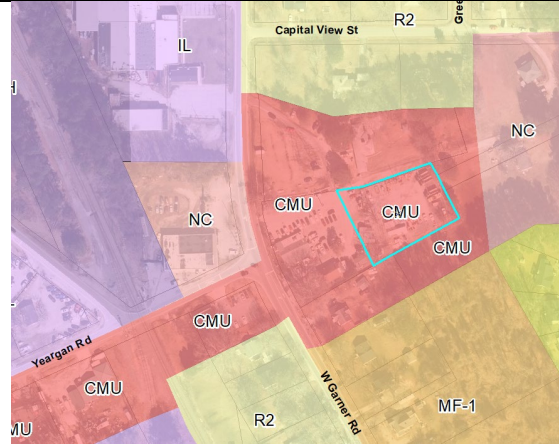
Original Draft: **NMX Conditional**



Technical Court
Modified Recommendation: **LI Conditional**

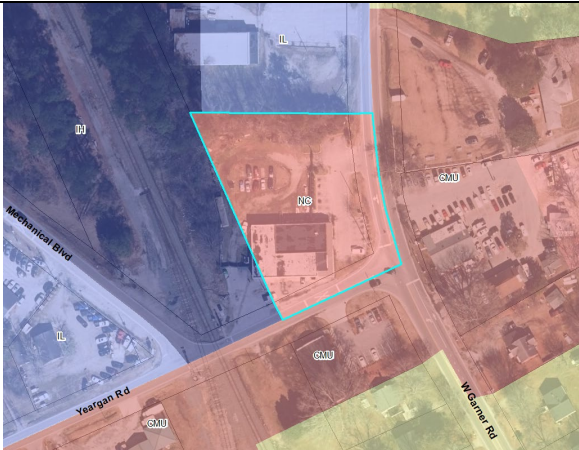


Original Draft: **NMX Conditional**

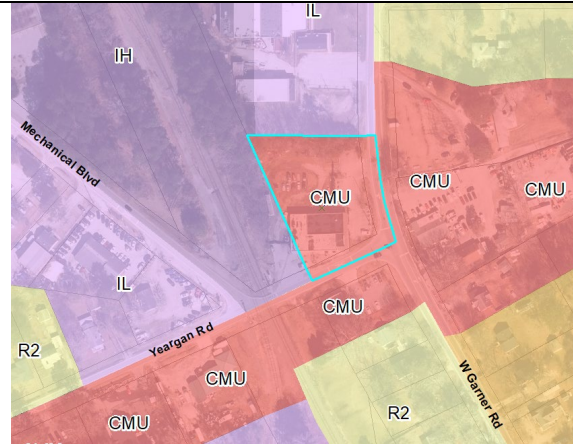


1336 W. Garner Road

Modified Recommendation: **CMX Conditional**

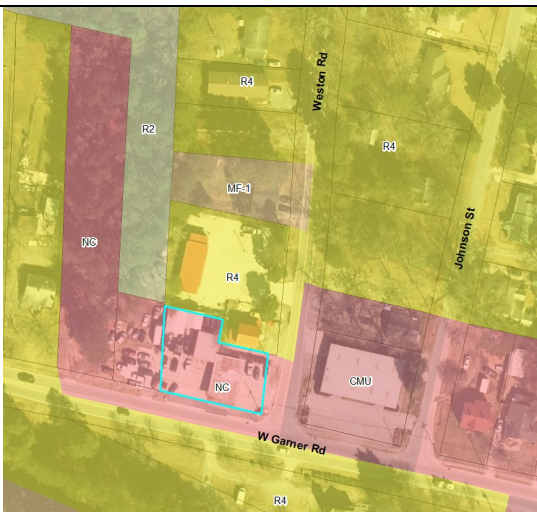


Original Draft: **NMX**

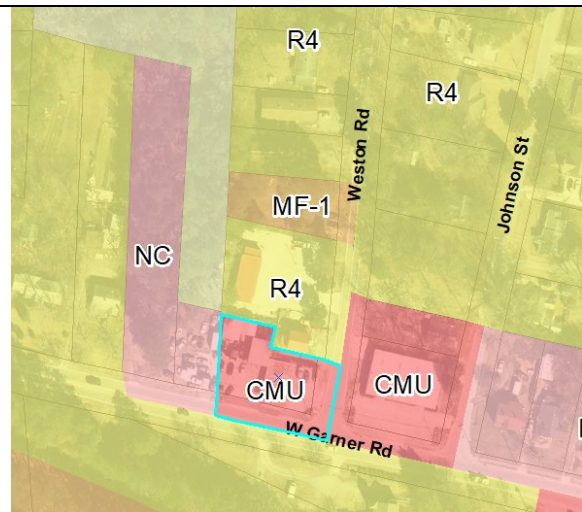


1343 W. Garner Road

Modified Recommendation: **CMX**

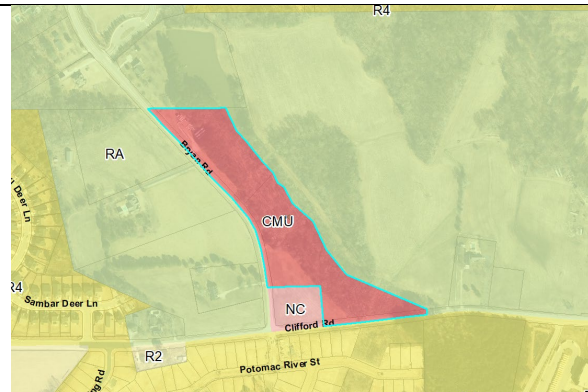
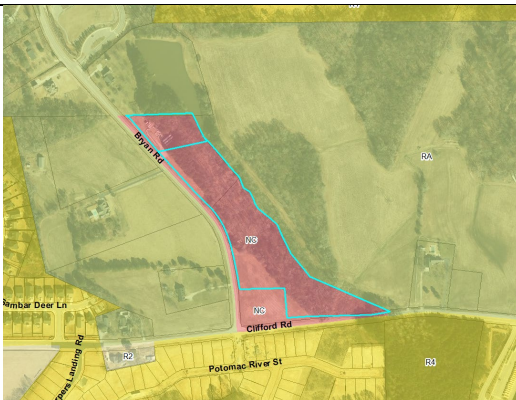
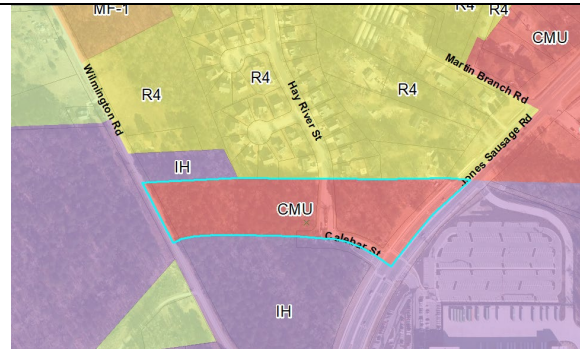
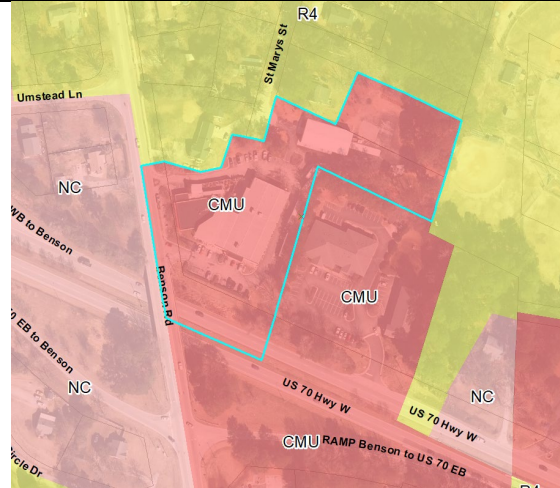
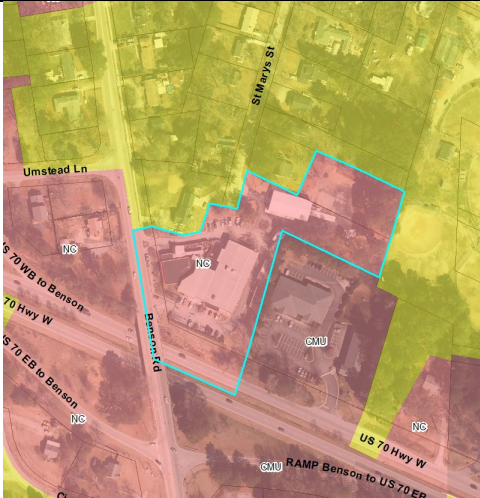


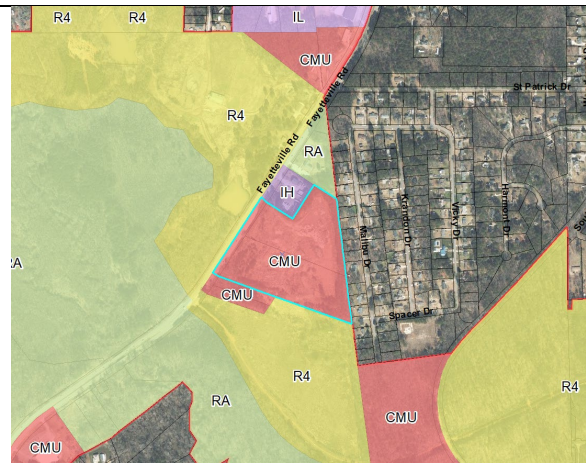
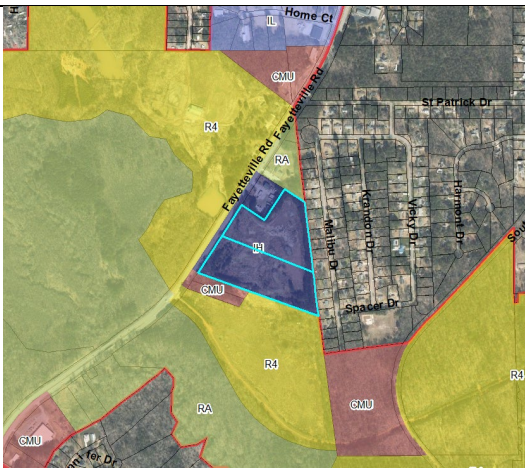
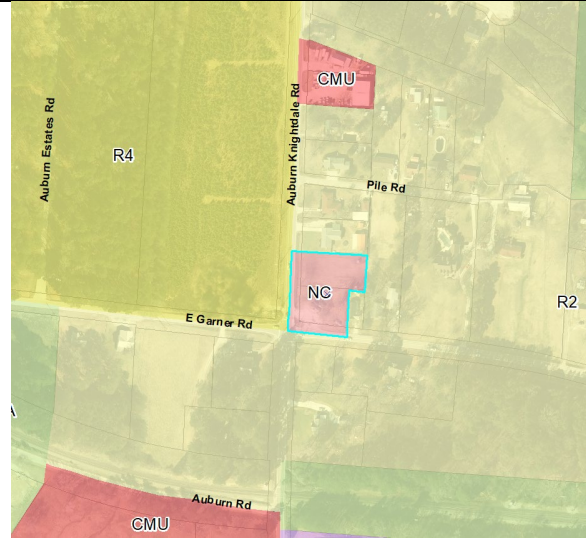
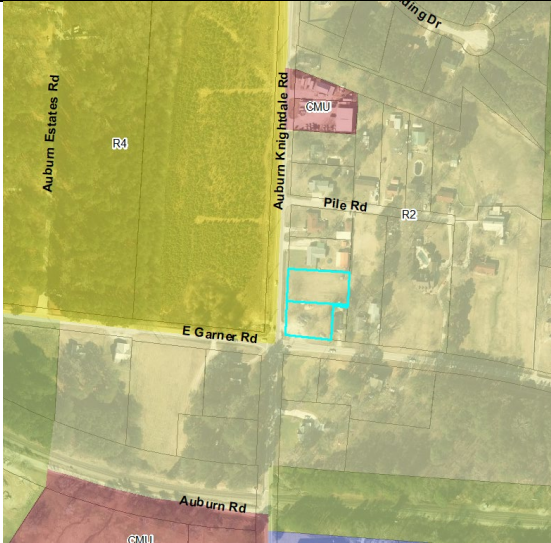
Original Draft: **NMX**

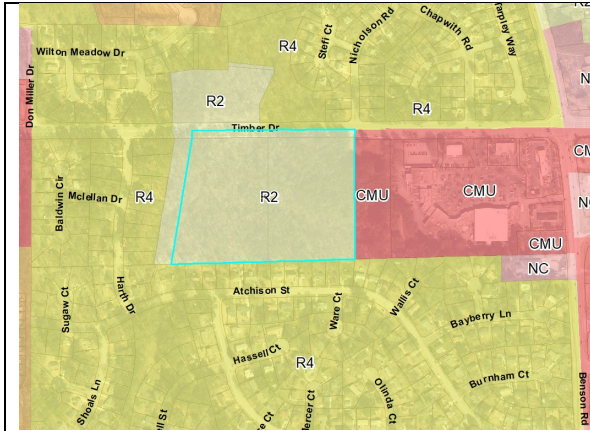


Garner Auto Inspections & Alignment

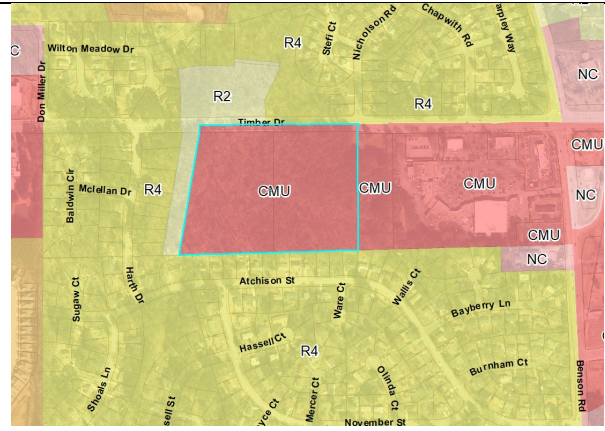
Modified Recommendation: **CMX**



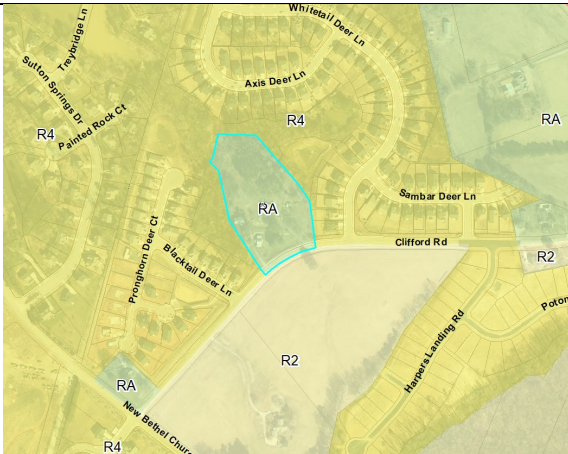




Original Draft: **R2**



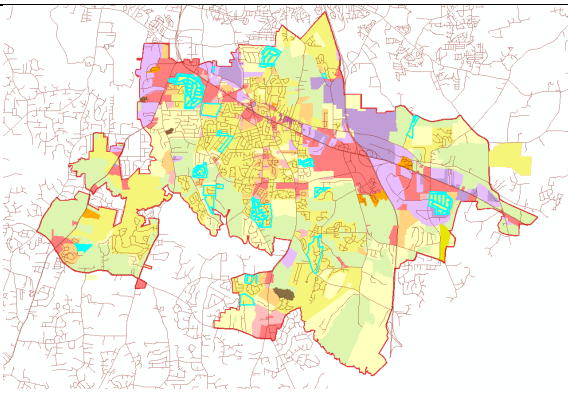
Timber Drive - Rezoning
Modified Recommendation: **CMX Conditional**



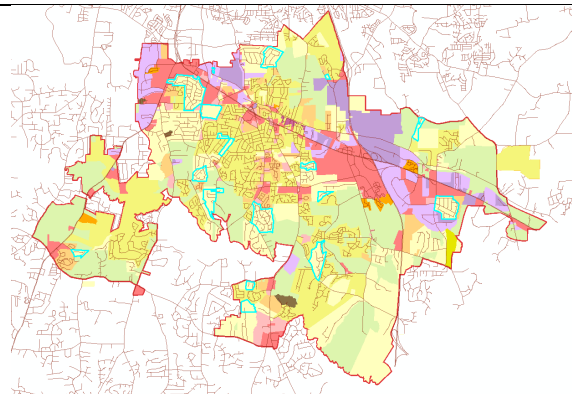
Original Draft: **RA**



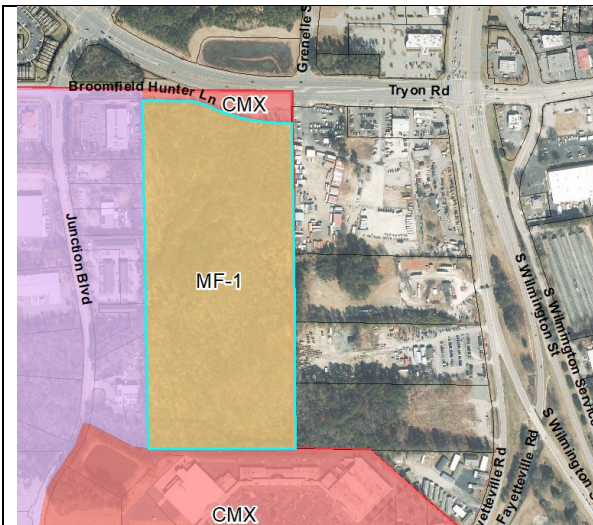
1709 Clifford Road - Rezoning
Modified Recommendation: **R4 Conditional**



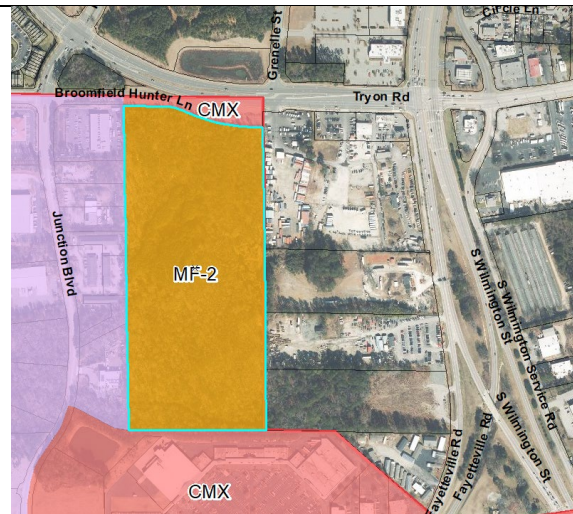
Original Draft: **R4**



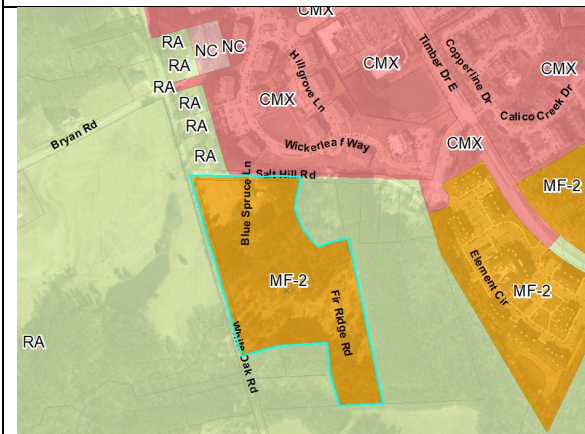
R-15 to R2
Modified Recommendation: **R2**



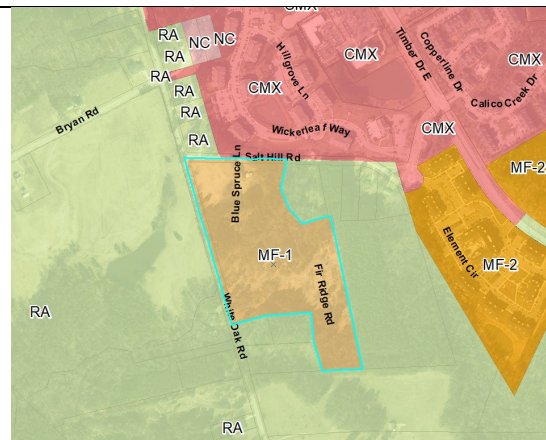
Original Draft: **MF-A Conditional**



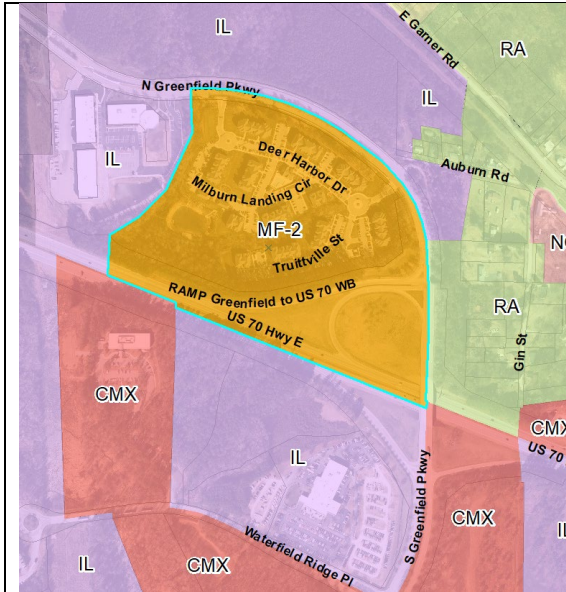
601 Tryon Road
Modified Recommendation: **MF-B Conditional**



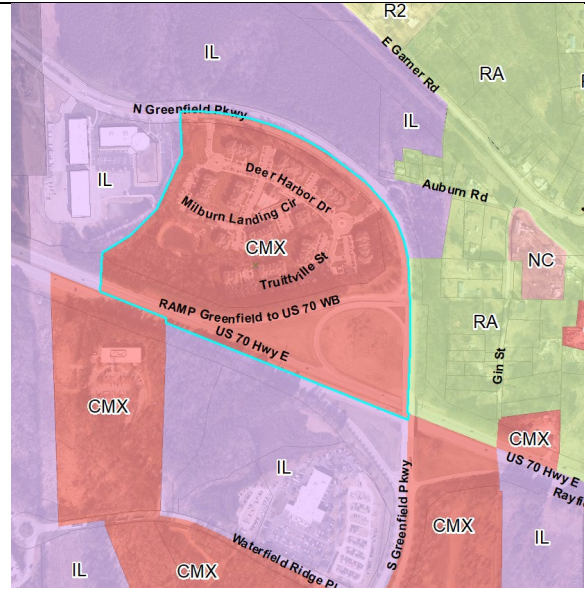
Original Draft: **MF-B Conditional**



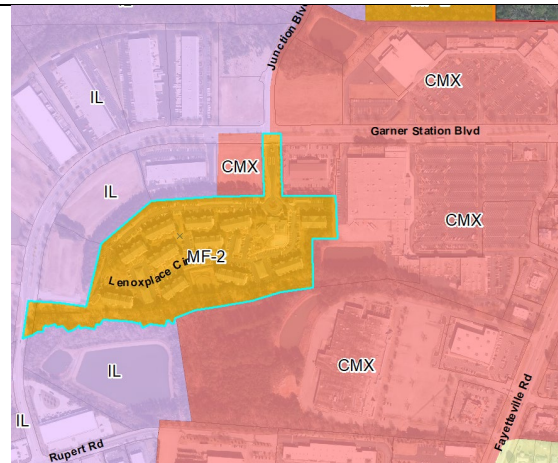
Elevate at White Oak
Modified Recommendation: **MF-A Conditional**



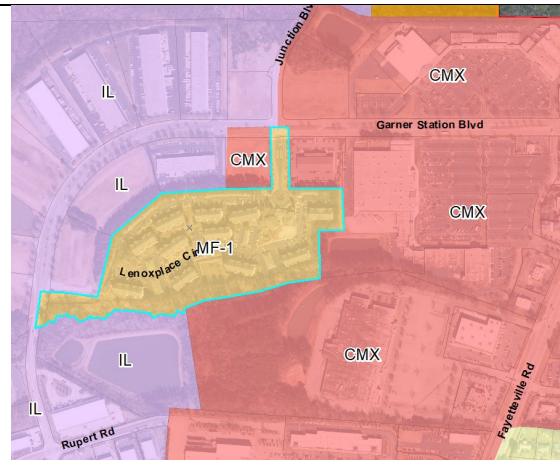
Original Draft: **MF-B**



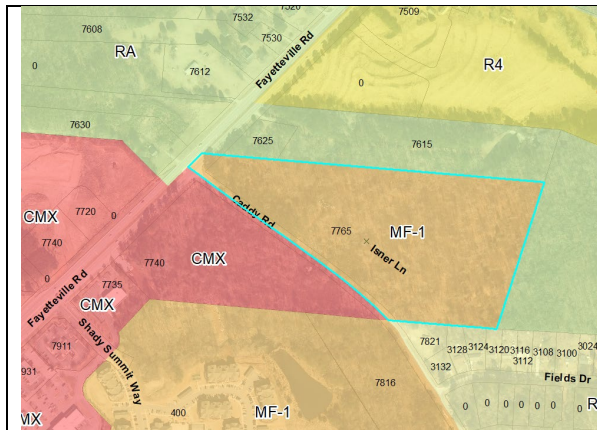
The Reserve at White Oak
Modified Recommendation: **CMX**



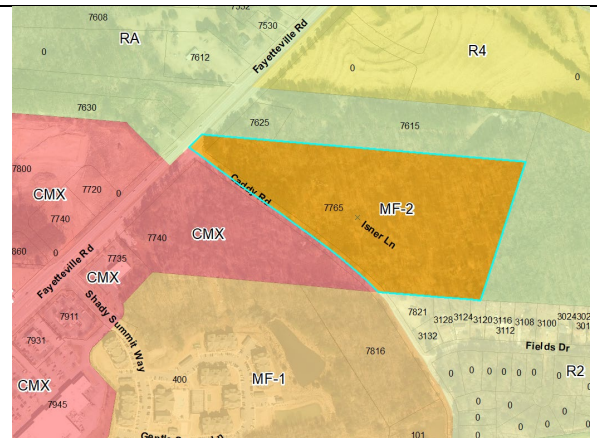
Original Draft: **MF-B Conditional**



Lenoxplace at Garner Station
Modified Recommendation: **MF-A Conditional**



Original Draft: **MF-A Conditional**

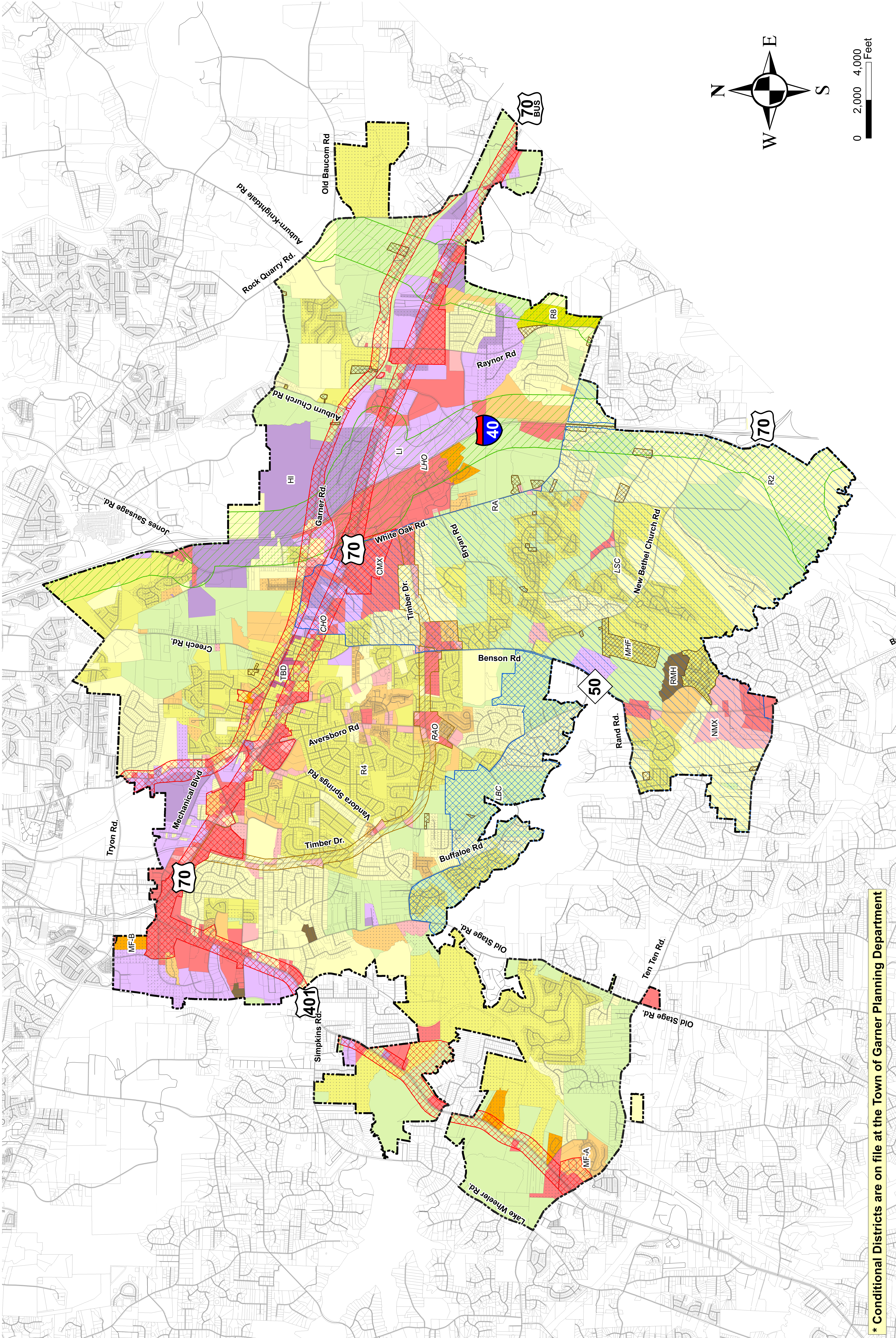


Rand Village Apartments
Modified Recommendation: **MF-B Conditional**

DRAFT Rezoning Map CZ-22-01: Proposed New Zoning Map for the Town of Garner

Prepared by the Town of Garner Planning Department

NOTE: This map is a representation of the digital map housed in the Town of Garner Planning Department. It reflects the zoning districts and overlays as of the date of the map. The map is not intended to be used for legal purposes. The Town of Garner is not responsible for improper use of this map.



* Conditional Districts are on file at the Town of Garner Planning Department

Although not mapped, existing residential and commercial uses are shown on the map. The map is not intended to be used for legal purposes. The Town of Garner is not responsible for improper use of this map.

Publish Date: June 27, 2022

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

ORDINANCE NO. (2022) 5131

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP TO APPLY THE NEW ZONING CLASSIFICATIONS ESTABLISHED BY THE ADOPTION OF THE NEW TOWN OF GARNER UNIFIED DEVELOPMENT ORDINANCE THROUGHOUT THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE TOWN OF GARNER

WHEREAS, the Town Council has received a petition requesting a rezoning of the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most closely corresponding proposed base and overlay zoning districts provided for in the new Unified Development Ordinance; and

WHEREAS, the petition also includes the re-adoption of all Town of Garner conditional zoning districts in effect on July 4, 2022; and

WHEREAS, the Town Council finds this request to rezone the entire approximate 39-square-mile jurisdiction (corporate limits and ETJ) of the Town of Garner from existing base and overlay zoning districts to the most comparable proposed base and overlay zoning districts provided for in the draft Garner Forward Unified Development Ordinance along with re-adopting/carrying forward existing conditional districts, is consistent with the Garner Forward Comprehensive Plan in that it will encourage housing, community character, transportation systems, recreation opportunities and commerce that put renewed focus on the Town's existing centers, create a vibrant community, build on existing character, improve value, recognize and support shifting trends in work and employment, connect us physically, grow the role and opportunities for transit, minimize increases in congestion and celebrate the uniqueness of Garner that sets it apart from neighboring communities; and

WHEREAS, the Town Council finds the request is reasonable and in the public interest because it allows/encourages shared-use and mixed-use developments, aligns the development code with the Town's desired ends, and Increases the Town's ability to achieve other goals of the Comprehensive Plan or improve Town operations;

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

Section 1. That the Official Zoning Map of the Town of Garner and Extraterritorial Jurisdiction be amended by changing the zoning classifications of all properties to the most closely corresponding proposed base and overlay zoning districts provided for in the new Unified Development Ordinance adopted July 5, 2022, as presented in case CZ-22-01.

Section 2. The Planning Department shall change the Official Zoning Map displayed for the public to reflect this change immediately following adoption of this ordinance. In addition, a copy of this ordinance shall be filed in the Planning Department.

Section 3. All provisions of any Town ordinance in conflict with this ordinance are repealed.

Section 4. That the Town Clerk shall cause a duly certified copy of this ordinance to be recorded in the office of the Wake County Register of Deeds.

Section 5. This ordinance shall become effective upon adoption.

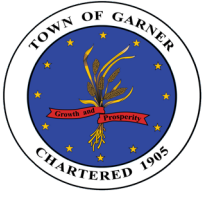
Duly adopted this 5th day of July.

Ken Marshburn, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022		
Subject: Contract - Character and Land Use Elements (CLUE), Comprehensive Plan Update		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: Following up on an identified task from the Council's annual retreat, on May 17, 2022, Town staff put out a solicitation for consultants to assist the Town in clarifying and building a shared understanding and application of the town's vision for Garner's future growth. Practical outcomes are to include methods/examples tied to the Garner Forward Guiding Principles that staff can use to advise future development. It also involves the creation of new/updated Character and Land Use elements for the comprehensive plan. Other efforts to support the new elements may involve modifications to existing Town rules, policies, recommendations, statements, or initiatives that address conflicts created by adoption of the new Character and Land Use elements.		
Recommended Motion and/or Requested Action: Consider motion authorizing Town Manager to execute contract.		
Detailed Notes: * Recommended Respondent - Consulting team led by City Explained, Inc. * Copy of RFQ attached. * Draft Contract and Exhibits attached. * Recommended consultant will be in attendance with brief presentation and available to take questions.		
Funding Source: One-time funding source as directed by Council.		
Cost: \$290,240.00	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:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner, North Carolina

Request for Qualifications (RFQ)



Character & Land Use Elements (Comprehensive Plan Update)

Issued: May 17, 2022

Due: May 31, 2022 – 5:00 pm

Design. Connect. Sustain.



Project Management

Contact Information	
Project Manager:	<p>Jeff Triezenberg, AICP, GISP Planning Director</p> <p>Mailing Address: Town of Garner – Planning Department ATTN: Planning Director 900 7th Avenue Garner, NC 27529</p> <p>Questions on RFQ should be sent in writing via e-mail to: jtriezenberg@garnernc.gov</p> <p>Phone: 919.773.4445 Fax: 919.662.5135</p>

Introductory Letter

May 17, 2022

Request for Qualifications

Character & Land Use Elements (Comprehensive Plan Update)

The Town of Garner (further referred to as “the Town”) is soliciting Statements of Qualifications from qualified firms, or teams of firms, offering comprehensive planning, community design, scenario planning, likely impacts analysis, and future land use map services. A Request for Qualifications (RFQ) to provide outreach, research and drafting of updated Character and Land Use elements for the Garner Forward Comprehensive Plan - inclusive of text, maps, graphics and final deliverables that are available in both print and electronic formats is enclosed.

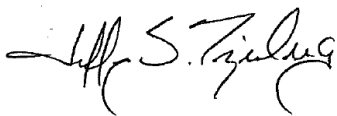
Four (4) copies of your proposal package, presented in accordance with the specified structural requirements spelled out in Section A, must be delivered and in hand no later than 5:00pm on Tuesday, May 31, 2022. Firms accept all risks for late delivery of Qualifications Packages regardless of fault.

In the event that written response evaluations do not determine a clear most qualified respondent, a short list of consultants may be asked to make presentations and answer questions before a selection committee. These interviews would also be evaluated in accordance with the selection criteria specified in Section C. It is expected that the selected firm(s) should be ready to proceed July 6, 2022.

Proposals will be opened privately by a Town representative after the deadline. Each respondent will be notified in writing of the outcome of the written evaluations. Specific interview details will be provided to short-listed consultants if necessary. In the event any copyrighted materials are submitted as part of a response, those submitting firm(s) shall supply a copyright release for the Town of Garner to make additional copies that may be needed.

A responding firm’s primary point of contact information as well as all questions must be directed in writing via email to Jeff Triezenberg at jtriezenberg@garnernc.gov. Answers to questions will similarly be provided in writing and distributed via return email to each primary point of contact. All respondents to this RFQ are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. The Town encourages women and minority owned businesses and firms to provide qualifications.

Sincerely,



Jeffrey S. Triezenberg, AICP, GISP; Planning Director

Section A

Response Format

In General

The Town desires all Statements of Qualifications to be identical in format to facilitate comparison between firms. While the Town's format may represent departure from the firm's preference, the Town requires strict adherence to the submittal requirement headings identified below (1-7) for a response.

Submittals shall be on 8.5" x11" paper, side bound so they lay flat when opened. The submission shall be a maximum 20 pages front and back or 40 pages single-sided (excluding the cover, table of contents, and section divider pages). Submit four (4) hard copies and one electronic copy of the proposal for evaluation. The electronic copy should be emailed to Mr. Jeff Triezenberg at jtriezenberg@garnernc.gov before the submittal deadline. Only digital work samples will be accepted. Work samples may be submitted in the transmittal email for the electronic copy submission, or on a flash drive or CD/DVD included with the hard copy submission.

Section 1 – Letter of Interest

An introductory letter of interest shall contain the following:

- The name of the prime consultant and the city and state in which the project manager for the prime consultant is chiefly located.
- The name of each subconsultant and the city and state in which representatives of each subconsultant is (are) chiefly located, if one or more subconsultants are part of team.
- A brief description of the proposer (prime and subconsultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone and e-mail address of the designated contact for the proposer (prime consultant).
- Signature of a duly authorized official of the firm or other person fully authorized to act on behalf the firm or team.

Section 2 – Firm & Staff Qualifications

The Town of Garner desires to clearly understand the consulting teams' membership, qualifications and individual responsibilities. Please ensure the following information is presented in this section:

- A general description of the firm (prime and subconsultants) and its background as it relates to this project.

- Information regarding the firm's (including subconsultants, if applicable) previous experience with similar or related projects in North Carolina and the United States, performed within the last five years, including a brief description of the projects and project staffing; and specify if projects were completed on schedule and within budget. Provide the names of key staff for the firm used in the organization chart that worked on the highlighted projects.
- Information on the firm's (including subconsultants, if applicable) previous experience successfully engaging communities.
- Information demonstrating the firm's capabilities (including subconsultants, if applicable) to perform all aspects of this project.
- Information on the firm's specific experience using CommunityViz software to support a comprehensive plan or land use plan; experience working with local governments included in the Triangle Region CommunityViz Model planning area is preferred.
- Information regarding the expertise and experience of staff person(s) to be assigned to work on the project.
- A description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility for each firm and the names and current professional licenses of key personnel assigned to the project along with their specific areas of responsibility. Note no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town.
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- Three (3) references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked; experience working with local governments in North Carolina is preferred.

Section 3 - Approach

The submission shall describe the firm's proposed general approach to the project considering the Scope of Services described on pages 8 – 12 of the RFQ, including the methods, tools, and assumptions that will be utilized. The firm should identify and explain other project tasks it proposes if it feels alternative services or deliverables would benefit the project.

Section 4 – Public Engagement Strategy

The submission shall describe the firm’s proposed public engagement strategy for collecting input to support the project. The firm should identify and explain other public engagement tools or strategies it proposes beyond Task 2 in the Scope of Services described on page 9 of the RFQ if it feels alternative services or deliverables would benefit the project.

Section 5 – Anticipated Schedule

The submission shall demonstrate how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel according to the following anticipated milestones:

----- 2022 -----	
May 17, 2022	Issue RFQ
May 31, 2022	RFQ response submittal deadline (5:00pm)
June 7, 2022	Selection committee review of responses complete
June 10, 2022	Firm interviews (if necessary)
June 21 – July 5, 2022	Firm selection, contract negotiation and execution
July 6, 2022	Commencement of work
Aug. 5, - Dec. 2, 2022	Monthly progress reports to Town Staff
Dec. 16, 2022	Entire draft and substantive input processes complete
----- 2023 -----	
Jan. 9, 2023	Final draft CLUE ready for public notice (no later than)
Jan. 17, 2023	Public hearing – CLUE (comprehensive plan amendment)
Feb. 13, 2023	Planning Commission recommendation
Mar. 6, 2023	CLUE adopted

Section 6 – Hourly Billing Rates

The submission shall include loaded hourly billing rates for key staff included in the firm’s organization chart.

Section 7 – Work Samples

The submission shall include three (3) recent work samples of community plans or land use plans successfully prepared by the prime consultant within the last five (5) years that emphasize

community character in their framework. The work samples shall be submitted with the electronic copy and will not count toward the maximum page limit.

Section 8 – Pre-Contract Forms / Attachments

In an effort to expedite contract negotiations with the selected consultant, each submittal is asked to include the following:

- Copy of Current Liability Insurance Certificate
- Completed W-9
- E-Verify Affidavit (*please email Jeff Triezenberg at jtriezenberg@garnernc.gov for a link*)

Section B

Scope of Work

Authorized Project:

Over the past year, meetings of management and department heads noted a need for further definition around Garner's vision for the built environment and its relation to the natural. Discussions ensued with the Town Council at their most recent annual retreat leading to identification of a task to engage the community extensively to delve more deeply into describing the Town's "character" – a largely undefined but significant term utilized in the Garner Forward Comprehensive Plan – and how that character is carried forward through a finer-scale analysis and recommendation of future land uses throughout the Town's current and future jurisdiction.

Consequently, the primary emphasis for work solicited under this RFQ will be on clarifying and building a shared understanding and application of the town's vision for Garner's future growth. Practical outcomes will include methods/examples tied to the Garner Forward Guiding Principles that staff can use to advise future development in the town. Specifically, this will involve the creation of new/updated Character and Land Use elements for the Town's long-range/comprehensive planning efforts. Secondary efforts to support the new elements may involve modifications to existing Town rules, policies, recommendations, statements, or initiatives that address conflicts created by adoption of the new Character and Land Use elements.

The Town of Garner is soliciting Statements of Qualifications (SOQ) from professional planning firms who have extensive experience preparing comprehensive plans and land use maps that emphasize community character. General experience with land use; urban design; economics; sustainability; community engagement; scenario planning; impacts analysis; North Carolina land use law; and issues facing Garner now and in the future is highly desirable. Experience and demonstrated project work with CommunityViz software, the Triangle Region CommunityViz Model, and its adaptiveness to address local government planning issues is also desirable for the project.

The Town completed a [Transportation Plan](#) and [Comprehensive Plan](#) in June 2018 under the initiative Garner Forward. A [Parks, Recreation, and Cultural Resources Comprehensive Master Plan](#) was completed in January 2020. An update to the Garner Forward Unified Development Ordinance is currently wrapping up. These and other planning efforts should be appropriately reflected in the Character and Land Use elements.

Background:

Garner is a diverse and growing suburban community with a current population of approximately 35,000 located immediately south of the City of Raleigh in Wake County and approximately 20 miles southeast of the Research Triangle Park. Garner has a combined corporate limit and ETJ jurisdiction core area of approximately 30 square miles with an additional 45 square miles of future urban service area. The North Carolina Railroad runs through Downtown Garner from Clayton to Raleigh, and a Norfolk-Southern line traverses Garner’s western margin from Raleigh to Fuquay-Varina. Major roadways in the community include I-40, US 70, US 401 and NC 50. During the next five (5) to 10-year period, NC 540 (the Raleigh Outer Loop), will be extended from Holly Springs to Garner.

Budget:

Sufficient funding has been earmarked within the current and upcoming capital budget line items for the completion of this project. This contract will be awarded as “fixed price” or “not to exceed”.

Draft Scoping Detail:

The selected consultant will be responsible for leading this swift yet intensive process through adoption, while working directly albeit somewhat minimally with Town of Garner Planning Staff. At present, the Character and Land Use elements should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of this RFQ.

Task 1: Project Management

- | |
|--|
| A. General Coordination Between Project Team Members |
| B. Tour of the Planning Area |
| C. Baseline Data Exchange |

Task 2: Partnering Strategy

- | |
|--|
| A. Stakeholder Interviews |
| B. Project Website, On-Line Engagement Tools |
| C. Community Character Citizen Workshop |
| D. Strategic Advisory Groups |

E. Draft Plan Recommendations Citizen Workshop
F. Policy-Maker Briefings
G. Plan Adoption Meetings

Task 3: Data, Inventory & Analysis

A. Plan, Policy, Ordinance, and Study Review
B. Regional Context and Demographics
C. Emerging Market Trends and Realities
D. Inventory and Assessment of Growth and Development Patterns
E. Important Planning Themes

Task 4: Likely Impacts Analysis

A. Build-Out Analysis Tools (CommunityViz)
B. Enumerate Impacts to Supporting Infrastructure
C. Specific Transportation Assessment, Systems-Level plus Hotspots
D. Summarize Results for Presentation to Plan Participants

Task 5: Growth and Conservation Network

A. Vision and Guiding Principles
B. Statement on Community Character
C. Future Land Use Map
D. Supporting Infrastructure Maps and Recommendations
E. Specific Focus Area, Activity Center, or Corridor Recommendations
F. Town-Wide Recommendations and Policy Statements
G. Crosswalk Between the General Plan and UDO

Task 6: Plan Element Documents

- | |
|---|
| A. Consultant Draft, One Round of Revisions |
| B. Public Comment Draft, One Round of Revisions |
| C. Public Hearing Draft, One Round of Revisions |
| D. Final Document and Work Files to the Town |

Each task will be combined to form the basis of an updated Comprehensive Plan that clearly defines the Town's short- and long-term vision and priorities (i.e., 2025 and 2040). Town staff will review the Consultant Draft and advise the firm of needed changes. When the changes are complete, the firm will be advised to produce a Public Comment Draft for presentation to the community. The Town will compile and prioritize comments received from the community to revise the document further, if needed, which will result in a Public Hearing Draft to start the adoption process. A Final Document will be created, if needed, during the adoption process in response to changes requested from either by the Town Planning Commission or Town Council.

Reports shall be delivered to the Town in a current version of Microsoft, InDesign, ArcGIS, CommunityViz, and Adobe PDF formats. Text and figures shall be delivered to the Town in their native format(s). Reports distributed to stakeholders or placed on the internet for public access will be in Adobe PDF format. Presentations shall be produced and delivered in Microsoft PowerPoint and public versions will be delivered in Adobe PDF format. Images and figures used for public outreach shall be produced by the selected firm.

Reports are to be dated and identified as either draft or adopted, as appropriate. Submittal of the final plan shall be accompanied by the work files, in their native format, that were used to generate information displayed in the reports.

Town Contributions:

Town staff will manage the contract for this project and will be available to provide the following services:

1. Provision of local resources (documents, reports, GIS files, and other info) to the consultant utilizing means acceptable to both parties.
2. Posting of legal ads, public notices and project information on Town's website.

Deliverables:

The Character and Land Use elements must be visually appealing, easy for the public to understand, and clearly communicate the Town's land use and community character goals. The document should be able to be used both digitally and in paper format. This may take the form of separate print and web formats. Specifically, the Town is seeking a plan that:

1. is clearly organized and communicates a clear message both graphically and with accompanying text;
2. has clear objectives, policies, and recommended implementation strategies;
3. includes forward-thinking, "out of the box" practices to reach the Town's desired outcomes;
4. is adaptable and easy to update as the Town evolves after plan adoption; and
5. recognizes the Town's desires for a design-based approach to create a visually appealing community and public spaces.

The selected firm may be asked to create or modify other Town documents, or direct Town staff efforts to do the same, to support recommendations in, or address conflicts created by adoption of, the new Character and Land Use elements of the updated Comprehensive Plan.

Section C

Selection Process

Committee:

A selection committee of up to four (4) Town staff members and/or Town officials will review SOQ submissions and rank them in keeping with the criteria contained herein. Each SOQ will be evaluated based on the Consultant's responses to the requirements of this RFQ. Follow-up interviews may be scheduled for a single firm or multiple firms. After the most qualified firm is selected by the committee, the Town will enter negotiations with the firm to further refine the scope of work, project schedule, and fee. If for any reason the Town and the selected firm cannot come to an agreement, the Town will enter negotiations with the next most qualified firm.

Scoring:

The scoring system uses a 5-point scale and will be multiplied by a significance factor of one (1) to three (3) to determine that firm's total score by that reviewer. Each firm's individual reviewer scores will be averaged together to determine a final score among all reviewers.

Point Scale: 5 – Excellent 4 – Good 3 – Fair 2 – Marginal 1 – Inadequate

Criteria:

Selection criteria and scoring weights (Max score 85):

- Demonstration of firm's specialized experience and technical competence in the management of comparable successful projects (significance factor x 3)
- Strength of project team including qualifications of all personnel expected to contribute 7% of the total project hours or more (x 3)
- Evaluation of past projects with a focus on the quality of work, attention to detail, recommendation of references and demonstrated ability to meet deadlines (x3)
- Evaluation of the overall approach and demonstrated understanding of the project (x2)
- Projected workload and availability of key resources (x 2)
- Strength of graphics, document layout, GIS mapping, and other means of visual communication (x 2)
- Familiarity with the development history, economic conditions and environmental situation of the Town of Garner (x 1)
- Organization, completeness and overall presentation of response (x 1)

Notes & Disclaimers:

All proposal packages and materials submitted hereunder become the exclusive property of the Town of Garner. By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the RFQ and acknowledges and accepts that determination of the “most qualified” firm may require subjective judgments by the Town.

The Town reserves the right to award multiple contracts with a guaranteed minimum of work to each. The Town also reserves the right to reject any responses to this RFQ that do not comply with the content and format of proposal requirements.

The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town’s discretion.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the Town to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning an individual firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the Town unless the Town and your firm execute a contract.



TOWN OF GARNER

Services Contract

THIS CONTRACT is entered into this the _____ day of July 2022, by and between
City Explained, Inc., hereinafter referred to as the "Contractor," and the Town of Garner, a municipal
corporation of the State of North Carolina, hereinafter referred to as the "Town";

WITNESSETH:

The Town and the Contractor, for the considerations stated herein, agree as follows:

1. Scope of Services:

The Contractor agrees to perform for the Town the following services:

See Scope of Services attached to this Services Contract as Exhibit A.

2. Specifications (if applicable)

This contract incorporates by reference the following plans and specifications, which will govern the
services to be provided by the contractor:

See Supplemental Standards and Provisions attached to this Services Contract as Exhibit B.

3. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor the sum of
290,240.00, to be paid according to the following schedule:

Fees will be invoiced monthly based upon the percentage of services completed for the lump sum task described in

Exhibit A as of the invoice date. Payment will be due within thirty (30) days of the date of the invoice.

Payments for additional work completed or services performed under this contract must be approved
in writing by the Town prior to the commencement of such work or service. The Town shall not be
obligated to pay the Contractor any payments, fees, expenses, or compensation other than those
authorized by this contract.

4. Time of Commencement and Completion

Work will start on July 6, 2022. All work shall be completed by June 30, 2023.

5. Insurance

The Town shall be named an additional insured on the Certificate of Liability Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

6. Notice

To the Town:

Town of Garner

900 7th Avenue, Garner, NC 27529

Name: Jeff Triezenberg

Phone: 919-773-4445

Email: jtriezenberg@garnernc.gov

To the Contractor:

Name: Matt Noonkester

Address: 728 Wild Berry Court

Marvin, NC 28173

Phone: 919-606-1620

Email: matt.noonkester@city-explained.com

Change of Address, Date Notice Deemed Given: A change of address or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery if it is personally delivered or sent electronically via email. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

7. Termination

- The Town may terminate this contract in whole or, from time to time, in part, for the Town's convenience or because of failure of the Contractor to fulfill the Contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall – (1) Immediately discontinue all services affected (unless the notice directs otherwise);
- If the termination is for the convenience of the Town, the Town shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

8. Indemnification

To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Garner, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Garner, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements,

expenses, interest, reasonable attorney's fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Contractor to defend the Town of Garner if the Contractor is a "design professional" as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes "design professional services" as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

9. Miscellaneous

- c. **Applicability of Laws and Regulations.** The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Garner in the performance of the services outlined in this contract and any attached specifications.
- d. **Choice of Law and Forum.** The contract shall be deemed to have been made in North Carolina and shall be construed in accordance with the laws of the State of North Carolina. The forum for any litigation over this contract shall be in the General Court of Justice for Wake County, Superior Court Division, or in the United States District Court for the Eastern District of North Carolina – Raleigh Division.
- e. **Assignment, Successors and Assigns.** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract.

10. E-Verify Compliance

The Contractor represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The Town is relying on this section in entering into this contract.

11. Iran Divestment

The Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.58.

12. Divestment from Companies that Boycott Israel

The Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by NCGS Section 147-86.81.

13. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

14. Conflicting or Inconsistent Provisions

This Contract shall control over any conflicting or inconsistent provisions contained in any attachments or exhibits.

IN WITNESS WHEREOF, the Town of Garner and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

Contractor
Name: Matt Noonkester
(type or print)

By: _____

Title: President

Attest: Jenny Noonkester
(Secretary, if a Corporation)

SEAL:

Town of Garner

Town Manager

Attest: _____
Town Clerk

SEAL:

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

Finance Director

Approved as to form:

Town Attorney

**SERVICES CONTRACT
BETWEEN CITY EXPLAINED, INC. AND
THE TOWN OF GARNER, NORTH CAROLINA**

**“EXHIBIT A”
SCOPE OF SERVICES**

Attached to and forming part of the SERVICES CONTRACT between:

CITY EXPLAINED, INC.
(herein called the “CONSULTANT”)

— and —

TOWN OF GARNER, NC
(herein called the “CLIENT”)

This Exhibit details the Scope of Services forming part of the described SERVICES CONTRACT for the Town of Garner Character and Land Use Elements, Comprehensive Plan Update (the “PROJECT”).

PLANNING CYCLE 1 – PROJECT MANAGEMENT

Task 1A – General Coordination

The project manager for the CONSULTANT will attend, make presentations, and participate in virtual coordination meetings and conference calls with the CLIENT’s project manager to discuss matters related to the comprehensive planning process or the Character and Land Use Elements of the Comprehensive Plan. Coordination activities may be used to present preliminary findings, discuss on-going issues, or obtain feedback on draft deliverables. Routine coordination between virtual milestone meetings or conference calls will occur via telephone, email, or interaction over a file share site.

Task 1B – Tour of the Planning Area

The CLIENT will organize a driving tour of the planning area for interested CONSULTANT team members; highlighting important themes, areas of interest, etc. that will be critical for developing the Character and Land Use Elements of the Comprehensive Plan.

Task 1C – Baseline Data Exchange

The CLIENT will provide the CONSULTANT with GIS data, resource documents, growth forecasts, economic data, stakeholder lists, development data, etc. identified as important to the comprehensive planning process. Data will be exchanged via a file share site or hard drive disk. The CONSULTANT will rely on this information to support recommendations in subsequent phases of the comprehensive planning process.

CONSULTANT team members will review the information provided, identify high-level deficiencies, and suggest alternative methods for collecting or creating missing data (as needed).

The CONSULTANT will supplement data from the CLIENT with new information generated (as project deliverables) under this Scope of Services.

Task 1D – Project Branding and Messaging

The CONSULTANT will prepare a project logo, tagline, preferred font, and color palette for the new Comprehensive Plan that complements the Garner Forward Document Series. Up to three alternative project logos, and accompanying taglines, will be created for CLIENT consideration. One round of revisions to the preferred project logo alternative selected from the three options provided will be made based on comments summarized and prioritized by the CLIENT.

PLANNING CYCLE 2 – PARTNERING STRATEGY

Task 2A – Stakeholder Interviews

The CONSULTANT will attend stakeholder interviews for updating the Character and Land Use Elements of the Comprehensive Plan. The CLIENT will provide a list of individuals to interview — including appointed and elected officials — and arrange meeting dates, times, and locations. Interviews will initially occur over a two-day period. Additional interviews may be added throughout the planning process as needs or opportunities arise. Additional interviews will be conducted via telephone or scheduled for the CONSULTANT’S next visit to the planning area. The CLIENT is encouraged to attend stakeholder interviews with the consultant.

Task 2B – Online Engagement Platform

The CONSULTANT will use an interactive, online platform called Engagement HQ to provide more community members with information in the comprehensive planning process. The suite of tools available in the platform includes general information posts, project timelines, map-based survey tools, question-based survey tools, discussion forums, on-line polls, story-telling opportunities, and videos. The CONSULTANT will choose the type and number of features included on the platform for this Project with input from the CLIENT.

Features in the software will be used to complement in-person events. The CONSULTANT will purchase a URL for the project engagement platform for a one-year period. Ownership of the URL will be transferred to the CLIENT at the completion of the project. The CLIENT may decide to maintain the project website independent of the CONSULTANT following plan adoption, and if so, will engage the tool provider — Bang the Table — directly for a service agreement.

Task 2C – Project Steering Committee

A project steering committee will be created for the Project. Input from the project steering committee may be used to verify data; identify key planning themes; create a vision, guiding principles, and maps for guiding character initiatives and future growth; review draft deliverables, etc. The CLIENT will select up to twelve members for the project steering committee, which may include CLIENT staff and elected or appointed officials.

Up to four milestone meetings with the project steering committee are anticipated; including a project kick-off meeting; report on the baseline conditions and emerging trends analysis; future land use map and focus area study discussion; and a draft document discussion. The CLIENT will be responsible for identifying meeting dates and times and securing meeting locations. The

CONSULTANT will create meeting agendas and other handouts for all meetings with the project steering committee.

The project steering committee will be advisory in nature and have no official approval or endorsement powers in the comprehensive planning process.

Task 2D – Strategic Advisory Groups

One or more strategic advisory groups — hosted completely separate from the project steering committee — will be established to support the comprehensive planning process. Each group will be formed around one of the emerging themes or elements for the project identified in Planning Cycle 3, Task 3E. For contract purposes, we assume up to three different strategic advisory groups may be formed. Each group is anticipated to meet up to three times during the comprehensive planning process with meetings generally aimed at 1) discussing available data and brainstorming big ideas, 2) reviewing preferred character statements, growth and conservation framework, and general recommendations in the context of the topic area, and 3) generating ideas and key partnerships for successful implementation. The chairperson for each strategic advisory group may be invited to attend a meeting with the project steering committee to share information and take questions. The strategic advisory groups will be advisory in nature, and have no official approval or endorsement powers in the comprehensive planning process.

The CLIENT will select up to ten members for each strategic advisory group. Emphasis should be placed on creating groups with expertise in the theme or element for which the group was formed. A strategic advisory group may include county-, state-, or national-based expertise for the theme or element.

The CLIENT will be responsible for identifying meeting dates and times and securing meeting locations. The CONSULTANT will create meeting agendas and other handouts for all meetings with the strategic advisory groups.

Task 2E – Community Character Citizen Workshop

A community character citizen workshop series (one programmed event held in different locations in the same day or week, if needed) will officially kick-off the comprehensive planning process. It will use a town hall style meeting format to introduce the project, highlight basic data for existing conditions and future opportunities, and share insights from previous partnering activities. An informed group of participants will be asked to provide input on broad categories associated with “character”, “development”, and “open space” choices organized around emerging themes identified in Planning Cycle 3, Task 3E.

Participants will “report back” their ideas for the different planning themes at the end of the meeting, and an on-line survey will be launched immediately after the event to collect more community input. The CLIENT and CONSULTANT will summarize the input received ahead of creating information for a Growth and Conservation Framework described in Planning Cycle 5.

The CONSULTANT will program the meeting event and prepare necessary maps and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using materials prepared by the CONSULTANT.

Task 2F – On-the-Table Meeting Campaign

On-the-Table will be a month-long opportunity to bring members of the community together informally to talk about the character of Garner. It will allow families, neighbors, colleagues, and friends the opportunity to gather around a table and participate in a structured conversation about growth, aesthetics, conservation, development, infrastructure, housing affordability, social equity, or community character.

The CONSULTANT will create a host toolkit for facilitating the events, which will be made available to interested parties for holding their own event independent of the client or consultant via the project website (see Task 2B). Members of the Town Council, Town Planning Commission, other Town advisory boards will be encouraged to host an event as plan ambassadors. Events will also be targeted with civic leaders, community activists, neighborhood associations, religious leaders, youth group leaders, etc. to increase plan participation and the number of different viewpoints considered during the comprehensive planning process.

The CLIENT will be responsible for advertising the initiative using outreach materials prepared by the CONSULTANT. CONSULTANT members will summarize information received through the various events, and identify emerging themes for subsequent phases of the project.

Task 2G – Draft Plan Recommendations Workshop

A community workshop series (one programmed event held in different locations in the same day or week, if needed) will be used to officially present recommendations in the new Character and Land Use Elements of the Comprehensive Plan for public comment. It will use an opening station/welcome area to introduce the project and where we are in the comprehensive planning process. Meeting participants will then be asked to provide input on the vision, guiding principles, character statements, future land use map, and specific recommendations in the Comprehensive Plan using a series of topic table exercises.

Participants will “report back” their comments and priorities for the different sections of the Comprehensive Plan at the stations, and an on-line survey will be launched immediately after the event to collect more community input.

The CONSULTANT will program the meeting event and prepare necessary maps and handouts. The CLIENT will identify a meeting date, time, and location. The CLIENT will advertise the meeting event using materials prepared by the CONSULTANT.

Task 2H – Policy-Maker Briefings

The CONSULTANT will be available as an extension of the CLIENT for presentations with elected officials, appointed officials, or voluntary board members throughout the comprehensive planning process to provide updates and seek input. Up to four meetings total are assumed for Task 2H.

The CONSULTANT will prepare a slide presentation for each meeting and speak to the group as directed by the CLIENT.

Task 2I – Plan Adoption Hearings

The CONSULTANT will be available as an extension of the CLIENT for presentations during the formal adoption process for the Character and Land Use Elements for the Comprehensive Plan.

The CONSULTANT will prepare a slide presentation for each meeting and speak to the group as directed by the CLIENT. Up to four meetings total are assumed for Task 2I.

Task 2J – Public Education Curriculum

The CONSULTANT will work with the CLIENT to develop an educational curriculum that helps the general public understand the purpose and goals of the Character and Land Use Elements of the Comprehensive Plan, and how the Plan impacts the Town’s overall character and the community’s quality-of-life as a resident, property owner, visitor, or business owner. The goal of the educational program will be to highlight important ideas, concepts, and processes to the general public acknowledging not all are familiar with community character topics and disciplines, nor with jargon and technical details generally associated with the Comprehensive Plan.

The CLIENT’S focus on public education will generally pertain to rules, policies, ordinances, etc. enforced in Garner, the context and application of planning rules and laws in the State of North Carolina, and the role of the Comprehensive Plan to guide decision-making within the context of the Town’s library of other documents.

The CONSULTANT will focus on information related to specific big ideas, themes, claims, issues, or statements made during the comprehensive planning process that provides a more holistic assessment of the topic in terms of developing the new Character and Land Use Elements of the Comprehensive Plan. Some of the CONSULTANT’S information may be provided in a case study format.

Education materials created under Task 2J might use print or on-line formats to convey information to the intended audience. The CONSULTANT will create a format and template for print material that is branded for the project (see Task 1D). On-line content will be compatible with the tools available on the Engagement HQ project website (see Task 2B).

If needed, coordination with subject matter experts outside of the original consultant team needed to create certain project education materials will be performed as Additional Services.

PLANNING CYCLE 3 – DATA, INVENTORY, AND ANALYSIS

Task 3A – Plan, Policy, Ordinance, and Study Review

The CONSULTANT will review existing plans, policies, ordinances, and studies enforced in Garner and provide the CLIENT with a brief “diagnosis report”. The report will generally summarize important issues to address in the new Comprehensive Plan. The report will be updated at the time the draft Character and Land Use Elements of the Comprehensive Plan are written to identify goals, rules, or policies in other Town documents that may be in conflict with recommendations in the new Comprehensive Plan (with an emphasis on the new rules and requirements under N.C.G.S. Chapter 160D).

Task 3B – Regional Context and Demographics

Regional influences — economic, cultural, environmental, or political — in and around Garner will be identified and summarized by the CONSULTANT for the comprehensive planning process based on a list provided by the CLIENT. Demographic data will summarize housing choices, households, population, income, and employment data for Garner using information from the

US Census Bureau, American Community Survey, Five Year Estimates or Claritas Business Analyst Software.

Task 3C – Emerging Market Trends and Realities

A concise market and economic analysis for Garner (town-wide reporting) will be completed by the CONSULTANT to identify market demand for housing, retail, office, and industrial uses based on current land use or proposed redevelopment plans. Demand analysis will incorporate a variety of methodologies, which may include: economic base analysis, neoclassical/central place theory, tapestry and sales potential, or highest and best uses.

The market demand analysis will include a study of local population projections, lifestyle segments, employment projections, housing choices, and potential support for retail, office, and industrial product types. It will also compare current and anticipated market demands to the stated vision or goals for land use and development in previously-adopted Town documents (see Task 3A) and identify general support or conflict with the collective list of stated vision or goals.

Task 3D – Physical Assessments

The CONSULTANT will inventory and evaluate conditions and features in Garner for the following general categories: natural environment, built environment, community character, and supporting infrastructure. Together, these sections will describe how land is currently organized, used, presented, and supported by public facilities and services. Specific topics addressed under each of the general headings will be influenced by the type and quality of data provided in Task 1C.

Task 3E – Important Planning Themes

Thoughts, opinions, issues, or themes will be summarized quantitatively or qualitatively by the CONSULTANT from previous steps in the comprehensive planning process (see Planning Cycles 1, 2, and 3). Information will be organized into planning themes representing important issues for Garner to address in the Character and Land Use Elements of the Comprehensive Plan.

Terms or phrases used to describe important planning themes in Task 3E will evolve into value-based, preference-stated guiding principles for the document (see Task 5A).

PLANNING CYCLE 4 – SCENARIO PLANNING AND LIKELY IMPACTS ANALYSIS

Task 4A – Build-Out Analysis Tools

The CONSULTANT will develop a suite of decision-making tools for the Comprehensive Plan that measure likely impacts and evaluate trade-offs using CommunityViz and Microsoft Excel software. The model will focus on the type, location, pattern, and intensity of development promoted in the Future Land Use Map (see Task 5C) taking into consideration existing site conditions, committed development, development status, infrastructure capacity, and other physical or policy-level development constraints. Scenarios may be run with the new tools to test the sensitivity of form, bulk, intensity, and design provisions (elements of character) contemplated for the Comprehensive Plan.

Task 4B – Enumerate Impacts to Supporting Infrastructure

The CONSULTANT will measure high-level development impacts and evaluate supporting infrastructure needed to serve the Future Land Use Map described in Task 5C using CommunityViz software. The CLIENT will also start coordinating with service providers to ensure infrastructure improvements keep pace with anticipated growth. Infrastructure categories studied under Task 4B will include: transportation, potable water, sanitary sewer, police protection, fire protection, schools, and parks and recreation.

Task 4C – Specific Transportation Assessment

Specific to transportation, the CONSULTANT will develop a Strategic Transportation Vision (STV) that summarizes Garner's policy and project priorities for transportation in the context of recommendations for character and land use in the Growth and Conservation Framework (see Planning Cycle 5). The STV will also consider the juxtaposition of Garner's priorities for transportation relative to Wake County, CAMPO, and the State of North Carolina, and the inherent relationships between land use (demand), urban design (context), and transportation (supply) to 1) establish a safe and efficient transportation system, and 2) to reinforce a consistent and coordinated community character.

System-wide maps and recommendations in the STV may identify high-level needs for mobility, complete streets, context sensitive street design, or place-making. Emphasis on these (or other) topics will follow priorities established during the comprehensive planning process. It is assumed the CONSULTANT will focus on automobile, transit, bicycle, and pedestrian needs for the system-wide assessment and recommendations.

Up to three transportation hotspots will also be included in the STV, which provide more specific and detailed recommendations for mobility in the context of surrounding development. The hotspots may include an important corridor or intersection identified during the comprehensive planning process.

Information for the transportation work performed under Task 4C will be summarized in the Comprehensive Plan as a backdrop for more detailed studies that may be required in the future (completed independent of the consultant).

Task 4D – Summarize Results for Plan Participants

The CONSULTANT will summarize the data, processes, and findings from Planning Cycle 4 as a project deliverable. The goal of the project deliverable will be to educate stakeholders in the process about the impacts and trade-offs associated with competing ideas or themes for the Comprehensive Plan, which should lead to more informed decision-making and a more successful overall comprehensive planning process.

PLANNING CYCLE 5 – GROWTH AND CONSERVATION FRAMEWORK

Task 5A – Vision and Guiding Principles

The CONSULTANT will include a vision statement in the Comprehensive Plan. It will be developed with input from the CLIENT and the project steering committee, and will be a quick, concise synopsis of where Garner would like to move related to growth, conservation, character, and development in the future.

The CONSULTANT will also include one or more guiding principles in the Comprehensive Plan. They will provide simple statements about preferred growth and development patterns for Garner, presenting specific values/preferences/attitudes that should be followed to reinforce the CLIENT'S stated vision and intended outcomes for character, growth, conservation, and development.

Task 5B – Statements on Community Character

The CONSULTANT will develop statements on community character for Garner that summarize preferred development styles and design concepts for promoting a shared vision for the future, including building scale, placement, and character; natural areas and preserved open space; street design and the public realm; cultural and historical resources; and gateway treatments.

Statements may be organized around a generalized framework for Garner, which acknowledges how different places in the town contribute to community character and how the portfolio of different places in the town collectively make it a special place to live, work, shop, visit, etc. A narrative summarizing preferred development styles and design concepts, supplemented by photos and diagrams, for Garner will be included in the Character and Land Use Elements of the Comprehensive Plan.

Statements on community character will influence the “character areas” identified for the Comprehensive Plan. A character area typology will serve as more specific development descriptions for the Future Land Use Map created in Task 5C.

Task 5C – Future Land Use Map

The CONSULTANT will prepare a future land use map that represents the community's preferred development locations, types, patterns, and intensities throughout the planning area. It will also identify major activity centers or travel corridors for further study and refinement (see Task 5E).

Task 5D – Supporting Infrastructure

The CONSULTANT will make high-level recommendations about different infrastructure needed to support conservation and development initiatives presented in the Town's new Future Land Use Map (see Task 5C). Infrastructure categories studied under Task 5D will include: transportation, potable water, sanitary sewer, police protection, fire protection, schools, and parks and recreation.

Task 5E – Specific Focus Area Studies

The CONSULTANT will prepare a detailed concept plan for selected neighborhoods, activity centers, or corridors in Garner (up to five focus areas total) that illustrate many of the big ideas expressed in the Growth and Conservation Framework described in Planning Cycle 5. The CONSULTANT will pick the focus area locations and boundary extents with input from the CLIENT. The different focus areas may include new (or improved) streets, blocks, parks, and buildings (determined after locations are selected) using a plan view format (top-down map). Perspective drawings, street view scenes, or architectural details may be used to highlight the community's preferred character and development principles for the (up to) five locations. Graphic representations for the focus areas will be selected by the CONSULTANT with input from the CLIENT.

Task 5F – Town-Wide Recommendations and Policy Statements

The CONSULTANT will prepare a series of town-wide policy statements for the Comprehensive Plan that will be used to express preferred concepts, ideas, criteria, or actions to support the vision, guiding principles, and character statements in the Comprehensive Plan. The type, number, and categories for policy statements in the document will be influenced by the important planning themes created under Task 3E.

Task 5G – Crosswalk Between the Comprehensive Plan and Unified Development Ordinance

Character areas depicted on the Future Land Use Map will be translated by the CONSULTANT into one or more compatible zoning districts. A character area typology crosswalk will be included in the Comprehensive Plan to summarize the general relationships between “character areas” in the Plan and “zoning districts” in the CLIENT’S Unified Development Ordinance (UDO). The CLIENT may rely on this information for updating the UDO and Zoning Map after adoption of the new Comprehensive Plan (completed independent of the CONSULTANT without Additional Services).

PLANNING CYCLE 6 – PLAN ELEMENT DOCUMENTS

Task 6A – Comprehensive Plan (Initial Draft)

The CONSULTANT will prepare and submit the Character and Land Use Elements of the Comprehensive Plan (initial draft) to the CLIENT and the project steering committee for review. An outline for the document will be submitted to the CLIENT for approval at the completion of Task 3E.

Task 6B – Comprehensive Plan (Public Comment Draft)

The CONSULTANT will revise the initial draft of the Character and Land Use Elements for the Comprehensive Plan to reflect comments or requests for revision from the CLIENT and the project steering committee. The CLIENT will summarize all comments on the draft document and resolve conflicting comments for the consultant team. This version of the document will be made public to start an official comment period.

Task 6C – Comprehensive Plan (Public Hearing Draft)

The CONSULTANT will revise the public draft of the Character and Land Use Elements for the Comprehensive Plan to reflect comments or requests for revision from the general public. The CLIENT will summarize all comments on the draft document and resolve conflicting comments for the CONSULTANT. This version of the document will be used to start the public hearing process.

Task 6D – Comprehensive Plan (Final Document)

The CONSULTANT will revise the public hearing draft of the Character and Land Use Elements for the Comprehensive Plan based on requests made through formal motion by the Town Planning Commission or Town Council during adoption hearings. The revised document under

Task 6D will constitute the final and adopted Character and Land Use Elements of the Comprehensive Plan.

ADDITIONAL SERVICES

The CONSULTANT is available to provide other services, or incur other expenses, not anticipated at the time the Scope of Services was written to support the Character and Land Use Elements for the Comprehensive Plan as Additional Services. Work will be performed on a labor fee plus expenses basis using a loaded hourly rate of \$195.00 for Principal, \$165.00 for Senior Planner, and \$135.00 for Planner employment categories. Tasks will be detailed in a specific scope of services and work will be approved by the CLIENT before it begins. The CLIENT will approve new or expanded task assignments in writing before the CONSULTANT begins work. An email authorization from the CLIENT will be acceptable for meeting this requirement.

**SERVICES CONTRACT
BETWEEN CITY EXPLAINED, INC. AND
THE TOWN OF GARNER, NORTH CAROLINA**

**“EXHIBIT B”
SUPPLEMENTAL STANDARDS AND PROVISIONS**

Attached to and forming part of the SERVICES CONTRACT between:

CITY EXPLAINED, INC.
(herein called the “CONSULTANT”)

— and —

TOWN OF GARNER, NC
(herein called the “CLIENT”)

This Exhibit details Supplemental Standards and Provisions forming part of the described SERVICES CONTRACT for the Town of Garner Character and Land Use Elements, Comprehensive Plan Update (the “PROJECT”).

- (1) **CLIENT’S RESPONSIBILITIES:** The CLIENT will make available to the CONSULTANT relevant information or data pertinent to the PROJECT that is required by the CONSULTANT to perform the SERVICES. The CONSULTANT is entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other hired consultants employed by the CLIENT whether such consultants are engaged at the request of the CONSULTANT or otherwise. Where such information or data originates either with the CLIENT or its hired consultants, the CONSULTANT will not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT will give prompt consideration to all documentation related to the PROJECT prepared by the CONSULTANT and, whenever prompt action is necessary, will inform the CONSULTANT of the CLIENT’S decision in such reasonable time so as not to delay the schedule of providing the SERVICES.

The CLIENT will arrange and make provision for the CONSULTANT’S entry to the PROJECT site as well as other public and private property as necessary for the CONSULTANT to perform the SERVICES. The CLIENT will obtain any required approvals, licenses or permissions from governmental or other authorities having jurisdiction over the PROJECT so as not to delay the CONSULTANT in the performance of the SERVICES.

- (2) **CONSULTANT’S RESPONSIBILITIES:** The CONSULTANT will furnish the necessary qualified personnel to provide the SERVICES. The CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES are performed. This undertaking does not imply or guarantee a perfect PROJECT and, in the event of failure or partial failure of the product of the SERVICES, the CONSULTANT will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure the CONSULTANT’S performance. There are no other representations or

warranties expressed or implied made by the CONSULTANT. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose will apply to the SERVICES provided by the CONSULTANT, nor will the CONSULTANT warrant or guarantee economic, market or financial conditions, pro forma projections, schedules for public agency approvals, or other factors beyond the CONSULTANT'S reasonable control.

In performing the SERVICES under this AGREEMENT, the CONSULTANT will operate as and have the status of an independent contractor and will not act as, or be an employee of, the CLIENT. This AGREEMENT does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship between the parties.

- (3) **SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, there will be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than sixty (60) days, the CONSULTANT may, at its option, terminate this AGREEMENT upon giving notice in writing to the CLIENT.
- (4) **DOCUMENTS:** All documents prepared by the CONSULTANT or on behalf of the CONSULTANT in connection with the PROJECT are instruments of service for the execution of the PROJECT. The CONSULTANT retains an interest in the property and shares a copyright in these documents with the CLIENT, whether the PROJECT is executed or not.

Any document produced by the CONSULTANT in relation to the SERVICES is intended for the sole use of the CLIENT. The documents may not be relied upon by any other party without the express written consent of the CONSULTANT, which may be withheld at the CONSULTANT'S discretion. Any such consent will provide no greater rights to the third party than those held by the CLIENT under this AGREEMENT, and will only be authorized pursuant to the conditions of the CONSULTANT'S start from reliance letter.

The CONSULTANT retains an interest in all documents and information generated in connection with the performance of services and retains a permanent non-exclusive, royalty-free license to use these documents. Upon payment in full hereunder, the CONSULTANT will transfer a copy of all appropriate digital files in an editable format to the CLIENT for its use. A copyright on all images and text are retained jointly by the CONSULTANT and the CLIENT. Reproduction may be granted with credit in print.

Notwithstanding the foregoing, CONSULTANT acknowledges that the CLIENT is bound by all requirements of the North Carolina Public Records Act and all other applicable public records laws and that any provision herein that is inconsistent with such laws shall be null and void.

- (5) **FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party will not constitute a breach of contract: labor strikes, riots, war, acts of government authorities, unusually severe weather conditions or other natural catastrophe, pandemics, or any other cause beyond the reasonable control or contemplation of either party.
- (6) **PROTECTION OF PRIVACY LAWS:** The CONSULTANT will comply with statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention, and disposition of confidential information that may be collected or created under this AGREEMENT. The CONSULTANT will refer any request for access to or correction of confidential information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: July 5, 2022 		
Subject: Wake County Nondiscrimination Ordinance		
Location on Agenda: Old/New Business 		
Department: Legal		
Contact: Terri Jones, Town Attorney		
Presenter: Terri Jones, Town Attorney		
<p>Brief Summary:</p> <p>Wake County adopted a Nondiscrimination Ordinance (NDO) effective February 1, 2022. The NDO prohibits discrimination in public accommodations, employment, and contracting. Pursuant to NCGS Section 153A-122, the ordinance is not applicable within the Garner Town limits unless the Town Council opts in and enters into an interlocal agreement with the County.</p>		
<p>Recommended Motion and/or Requested Action:</p> <p>Consider adoption of Resolution (2022) 2496</p>		
<p>Detailed Notes:</p> <p>The NDO prohibits discrimination in public accommodations and employment if an individual is a member of a protected class including race, natural hair or hairstyle, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability. Wake County has created an on-line portal for complaints and has contracted with Campbell University for voluntary conciliations. The Towns of Apex, Cary, Knightdale, Morrisville, and Wendell and the City of Raleigh have taken action to adopt the NDO. There would be no cost to Garner for the first year. After the first year, Garner would be expected to pay a proportional cost of the program.</p>		
<p>Funding Source:</p> <p>n/a</p>		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
<p>Manager's Comments and Recommendations:</p> 		
<p>Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/></p>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	TJ	
Finance Director:		
Town Attorney:	TJ	
Town Manager:	RD	
Town Clerk:		

A RESOLUTION TO ENACT AN ORDINANCE PROHIBITING DISCRIMINATION IN
PUBLIC ACCOMMODATIONS AND EMPLOYMENT

WHEREAS, Wake County welcomes all people and recognizes the importance of diversity and the importance of all people being free from discrimination based on race, natural hair or hairstyles, ethnicity, creed, color, sex, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability; and

WHEREAS, Wake County desires to safeguard the rights and opportunities of all persons to be free from discrimination in public accommodations and employment; and

WHEREAS, on March 30, 2017, Section 3 of S.L. 2017-4 went in effect, preempting local governments from enacting and amending ordinances regulating public accommodations and private employment practices; and

WHEREAS, Section 3 of S.L. 2017-4 expired on December 1, 2020; and

WHEREAS, invidious discrimination and the tolerance of invidious discrimination is detrimental to the health, safety, and welfare of the citizens of Wake County and the peace and dignity which Wake County seeks to promote for all of its residents; and

WHEREAS, pursuant to North Carolina General Statute § 153A-121(a), “[a] county may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and

WHEREAS, pursuant to North Carolina General Statute § 153A-4, “[i]t is the policy of the General Assembly that the counties of this State should have adequate authority to exercise the powers, rights, duties, functions, privileges, and immunities conferred upon them by law. To this end, the provisions of this Chapter . . . shall be broadly construed and grants of power shall be construed to include any powers that are reasonably expedient to the exercise of the power”; and

WHEREAS, the purpose and intent in enacting this Ordinance is to promote the principles of diversity, inclusion, harmony, and equal treatment for all and thereby the health, safety, and welfare of those who live in, work in, and visit Wake County as well as to promote the peace and dignity of Wake County; and

WHEREAS, the Wake County Board of Commissioners hereby finds and determines that it is in the best interest of the citizens and residents of Wake County to enact this Ordinance.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Commissioners (the “Board”) for the County of Wake, North Carolina (the “County”) as follows:

The foregoing ordinance is hereby added to Title III ADMINISTRATION of the Wake County Code of Ordinances:

Chapter 34. AN ORDINANCE PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS AND EMPLOYMENT

§ 34.01 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply:

Conciliation means attempted resolution of issues raised by a complainant through informal means not involving court process.

Discrimination means any difference in treatment based on a Protected Class as defined herein.

Employer means any person employing one or more persons within the Wake County and any person acting in the interest of an employer, directly or indirectly, including an employment agency. “Employer” shall include Wake County and any Wake County Contractor.

Gender identity or expression means having or being perceived as having gender-related identity, expression, appearance, or behavior, whether or not that identity, expression, appearance, or behavior is different from that traditionally associated with the sex assigned to that individual at birth.

Person means a natural person, a corporation, company, partnership, firm, association or other entity with a separate legal existence.

Protected class means race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability.

Protected hairstyle means any hairstyle, hair type, or hair texture historically associated with race such as, but not limited to, braids, locks, twists, tight coils or curls, cornrows, Bantu knots, and afros.

Public accommodation means any place, facility, store or other establishment which supplies accommodations, goods, or services to the public or which solicits or accepts the patronage or trade of the general public. A public accommodation shall not include a Religious Organization and all of the activities of the Religious Organization, or a non-profit fraternal or social organization which restricts use of facilities and services to members and their guests.

Religious Organization means a church, mosque, synagogue, temple, non-denominational ministry, faith-based mission or faith-based entity that is primarily devoted to the study, practice, or advancement of religion.

§ 34.02 PUBLIC ACCOMMODATIONS

It shall be unlawful for any owner, proprietor, employer, employee, agent, keeper, or manager in a place of public accommodation to deny any person the full and equal enjoyment of the accommodations, advantages, facilities, or privileges thereof because of that person's inclusion within one or more Protected Class.

§ 34.03 EMPLOYMENT AND CONTRACTING

A. It shall be unlawful for any employer, because of the Protected Class of any person, to fail or refuse to hire, discharge, or otherwise discriminate against that person with respect to tenure, promotion, transfer, compensation, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment.

B. As a condition of submitting a bid or proposal to Wake County, the bidder or proposer shall submit a certification of compliance with this Ordinance. Failure to submit this certification or falsification of this certification shall be grounds for rejection of the bid or termination of the contract without fault to Wake County.

C. An unlawful employment practice is established when the complaining party demonstrates by clear, cogent and convincing evidence that a personal characteristic or the status of the complaining party as a member of a Protected Class was a motivating factor for the employment practice. An employment practice shall not be considered unlawful if it is based upon a neutral classification, job related for the position in question and consistent with business necessity or an exception recognized by Title VII of the Civil Rights Act of 1964.

§ 34.04. INCLUSIVE INTERPRETATION OF SEX AND RACE DISCRIMINATION

A. Wake County interprets all legal prohibitions on sex discrimination to include discrimination on the basis of sexual orientation, gender identity, and gender expression.

B. Wake County interprets all legal prohibitions on race discrimination to include discrimination on the basis of protected hairstyles.

§ 34.05. PENALTIES AND ENFORCEMENT

A. Complaints regarding alleged violations of this ordinance should be filed with the County Manager's Office within ninety (90) days of the alleged discriminatory act on the complaint form provided by the County. The County Manager shall determine if the complaint falls within the jurisdiction of the County, and if so, with the help of the County Attorney shall investigate the complaint and seek information from the respondent (party complained of). If a

complaint is factually validated, then the County will offer voluntary conciliation to resolve the dispute between the complainant and the respondent.

B. In addition to or in lieu of other remedies available by law, any person violating any provision of this Article may be subject to an enforcement action brought by the County under G.S. 153A-123(d) and (e) for an appropriate equitable remedy, including but not limited to a mandatory or prohibitory injunction commanding the defendant to correct the conduct prohibited under this Article.

C. This Article does not create and is not intended to create any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against Wake County, its agencies, departments or any other officers, elected officials, or employees or any other person or entity, including respondents.

D. This Article shall not limit the remedies available to any person under state or federal law.

E. Violation of this ordinance does not constitute a criminal offense in accordance with G.S.14-4.

§ 34.06. APPLICABILITY; COMPLIANCE WITH LAWS

A. Pursuant to N.C.G.S. 153A-122, this ordinance shall apply within the jurisdictional limits of Wake County and is not applicable within the territorial limits of a city or town, unless a municipal governing board opts in, provided there is agreement to enforcement procedures through an interlocal agreement.

B. Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any existing federal, state, or local law or either the federal or North Carolina constitutions, including but not limited to the Free Exercise Clause of the First Amendment.

§ 34.07. SEVERABILITY CLAUSE

In the event any portion of this Ordinance, or the application thereof to any person is declared or adjudged to be invalid or unconstitutional, then such declaration or adjudication shall not affect the remaining provisions of this Ordinance, or its application to other persons; and the Ordinance shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

§ 34.08. EFFECTIVE DATE; EXPIRATION DATE

This ordinance shall take effect on February 1, 2022.

The County Clerk is hereby authorized to make any needed formatting revisions, so long as such revisions do not change the content of the Ordinance, and to file this Ordinance in an appropriately indexed ordinance book subject to public inspection in the Clerk's office.

The County Finance Director and County Attorney are hereby instructed to incorporate the provisions of this Ordinance into County contracts and procurement documents where applicable.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled A RESOLUTION ENACTING AN ORDINANCE PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS AND EMPLOYMENT was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, _____, _____ Clerk to the Board of Commissioners for the County of Wake, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on _____ as it relates to the passage of a new ordinance for Wake County PROHIBITING DISCRIMINATION IN PUBLIC ACCOMMODATIONS, AND EMPLOYMENT and that said proceedings are recorded in the minutes of said Board for said County.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said County this _____ day of _____, 2021.

Clerk to the Board

[SEAL]

**INTERLOCAL AGREEMENT
REGARDING
ENFORCEMENT OF THE WAKE COUNTY NONDISCRIMINATION ORDINANCE IN
MUNICIPAL JURISDICTIONS**

This Interlocal Agreement is entered into among **THE TOWN/CITY OF _____, NORTH CAROLINA**; being a municipal corporation organized under the laws of the State of North Carolina ("Municipality"); and **WAKE COUNTY, NORTH CAROLINA** (the "County" or "Wake"), a public body politic and corporate of the State of North Carolina, Individually called a "Party" in this interlocal agreement and collectively called the "Parties."

RECITALS:

WHEREAS, the County and Municipality welcome all people and recognize the importance of diversity and the importance of all people being free from discrimination based on race, natural hair or hairstyles, ethnicity, creed, color, sex, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability; and

WHEREAS, invidious discrimination and the tolerance of invidious discrimination is detrimental to the health, safety, and welfare of the citizens of the County and Municipality and the peace and dignity which the County and Municipality seek to promote for all of their residents; and

WHEREAS, on October 18, 2021, in accordance with G.S. 153A-121, the Wake County Board of Commissioners enacted a Non-Discrimination Ordinance (Sections 34-01 – 34.08 of the Wake County Code of Ordinances) ("Wake NDO" or "NDO") effective within the jurisdictional limits of the County to promote principles of diversity, inclusion, harmony, and equal treatment for all and thereby the health, safety, and welfare of those who live in, work in, and visit the County as well as to promote the peace and dignity of the County; and

WHEREAS, the Wake NDO states that municipalities located within the County may adopt the Wake NDO provided they enter into an interlocal agreement that establishes enforcement procedures; and

WHEREAS, pursuant to N.C.G.S. § 153A-122, the respective governing body of the Municipality has enacted a resolution adopting the Wake NDO within their territorial jurisdiction; and

WHEREAS, pursuant to N.C.G.S. § 160A-174(a), "[a] city may by ordinance define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city[;]" and

WHEREAS, County and the Municipality agree that the Parties should collaborate in their efforts to eradicate discrimination and that a coordinated approach in combatting discrimination in public accommodations and employment advances those goals; and

WHEREAS, the County Manager for the County and the **City/Town** Manager for the Municipality have conferred concerning enforcement of the Wake NDO within the corporate limits of the Municipality and this interlocal agreement describes the rights and responsibilities of each Party; and

WHEREAS, the Parties desire to centralize the non-discrimination complaint process and procedure established by the County for improved consistency and accountability; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to the statutory authority authorizing interlocal agreements, N.C.G.S §§ 160A-460 to 160A-464, in order to pursue the above-stated goals.

NOW THEREFORE, for and in consideration of the premises and covenants contained in the Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

Definitions

1.01. Definitions: For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Agreement means this Interlocal Agreement.

Complaint means a written allegation of discrimination filed on the County's adopted complaint form in accordance with the Wake NDO.

Complainant means a Person as defined under the Wake NDO who files a Complaint.

Conciliation means attempted resolution of issues raised by a complainant through informal means not involving court process.

Discrimination means any difference in treatment based on a Protected Class as defined herein.

Employer means any person employing one or more persons within the County or within the corporate limits of the Municipal Party and any person acting in the interest of an Employer, directly or indirectly, including an employment agency. "Employer" shall include Wake County and any WakeCounty Contractor.

Gender identity or expression means having or being perceived as having gender-related identity, expression, appearance, or behavior, whether or not that identity, expression, appearance, or behavior is different from that traditionally associated with the sex assigned to that individual at birth.

Municipality means the municipal party named Municipal Party in this Agreement.

Party means the municipality or Wake County, as the context or the usage of such term may require, which is a signatory to this Interlocal Agreement.

Person means a natural person, a corporation, company, partnership, firm, association or other entity with a separate legal existence.

Protected class means race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability.

Protected hairstyle means any hairstyle, hair type, or hair texture historically

associated with race such as, but not limited to, braids, locks, twists, tight coils or curls, cornrows, Bantu knots, and afros.

Public accommodation means any place, facility, store or other establishment which supplies accommodations, goods, or services to the public or which solicits or accepts the patronage or trade of the general public. A public accommodation shall not include a Religious Organization and all of the activities of the Religious Organization, or non-profit fraternal or social organization which restricts use of facilities and services to members and their guests.

Religious Organization means a church, mosque, synagogue, temple, non-denominational ministry, faith-based mission or faith-based entity that is primarily devoted to the study, practice, or advancement of religion.

Respondent means a Person as defined under the Wake NDO against whom a complaint has been filed pursuant to the Wake NDO.

ARTICLE II

Purpose, Process & Responsibilities

2.01. Recitals; Purpose: The Recitals are incorporated herein. The Parties agree to centralize all non-discrimination complaints that arise from the Wake NDO received in their respective jurisdictions in one online portal system managed by the County.

2.02. Roles and Responsibilities of the Parties:

(A) The County shall:

1. Provide a Complaint form available to persons and members of the public.
2. Establish and maintain an online portal for the intake of Complaints filed within the jurisdictional limits of the County and the jurisdictional limits of the Municipal Parties.
3. Perform jurisdictional review of all Complaints received in accordance with the provisions of the Wake NDO and this Agreement and issue letters of denial or referral for Conciliation.
4. Provide administrative personnel to perform work under this Agreement.
5. Contract with third parties for the administration of the investigatory and conciliation process established in the Wake NDO.
6. Collect fees from the Municipality as set out in this Agreement.
7. Cooperate and use best efforts to ensure that the various provisions of this Agreement are fulfilled.

(B) The Municipal Party shall:

1. Coordinate with the County following the County's receipt of any Complaint falling within their jurisdictional limits.
2. Assist the County in determining whether a Complaint falls within the jurisdiction of the Municipality.

3. Compensate the County for administrative costs and fees as set out in this Agreement.
4. Cooperate and use best efforts to ensure that the various provisions of this Agreement are fulfilled.

2.03. Process: All Complaints regarding alleged violations of the Wake NDO must be filed with the County Manager's Office within ninety (90) days of the alleged discriminatory act on the Complaint form provided by the County in accordance with the criteria set forth therein. Upon review of the Complaint, the County Manager, or his designee, shall determine if the Complaint falls within the jurisdiction of the County or the Municipality and make a recommendation for one or more of the following actions:

- 1) No further action based on lack of jurisdiction, whether territorial or subject matter jurisdiction, or
- 2) An opportunity for the Complainant and the Respondent to participate in Conciliation to resolve the dispute. The County shall be responsible for communicating the recommended action to the Complainant upon intake and review of the Complaint.

In all cases where the County recommends Conciliation, the County shall offer the Complainant and the Respondent an opportunity to participate in a conciliation process, free of charge. The Complainant and Respondent may, but are not required, to be represented by counsel, but they shall be responsible for their own fees or expenses related to representation, preparation or attendance. The Conciliation session shall be a closed, informal, and confidential process to the extent permitted by law. All resolutions of Complaints shall be reduced to writing, signed by the Complainant and Respondent, and acknowledged by the facilitator of the Conciliation. The memo of conciliation shall be enforceable as a binding contract between the Complainant and the Respondent.

All jurisdictional determinations and Conciliations facilitated by the County are final, with no right to appeal by the Complainant or the Respondent.

The County shall not be responsible for advising a Complainant or a Respondent of available alternatives to Conciliation.

2.04. Authority: In accordance with N.C.G.S. § 160A-463, County employees who are carrying out functions described in this Agreement shall possess and exercise all of the authority that the law permits an employee of the Municipality to possess and exercise.

2.05. Limitations: This Agreement does not require the County or the Municipality to take any action on behalf of a Complainant or Respondent. Nothing herein shall require the County to initiate judicial action by or on behalf of any Complainant or the Municipality, including but not limited to injunctive relief or any other equitable remedy under law. The Parties understand that the conciliation process established by the Wake NDO is voluntary and non-penal in nature. The County's role under the Wake NDO is to encourage and facilitate resolution of Discrimination among Protected Classes occurring in Employment or Places of Accommodation. Nothing in this Agreement requires the County or the Municipality to take any action other than that specified in this Agreement.

Nothing in this Agreement shall be interpreted or applied so as to create any requirement, power, or duty in conflict with the Wake NDO.

The Wake NDO does not create any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the County, the Municipality, their agencies, departments or any other officers, elected officials, or employees or any other person or entity, including respondents.

Nothing in this Agreement precludes a Complainant from filing any action allowed by law, but the Complainant must bear the Complainant's own costs, expenses, and attorney's fees. A Complainant who wishes to file a court action must do so through the Complainant's own attorney or if appearing pro se, through the court's pro se clerk's office.

Nothing in this Agreement conveys rights to any person or entity that is not a party to this Agreement. Only the parties may enforce this Agreement.

2.06. Special Provisions Regarding Public Records: Nothing herein shall require the County to accept responsibility for responding to any public records request filed with the Municipality in association with this Agreement. Nothing herein shall require the Municipality to accept responsibility for responding to any public records request filed with the County in association with this Agreement. Notwithstanding the above, Wake County shall respond to all public records requests filed with the County for documents or materials in its possession. The parties acknowledge that electronic or written communication related to the Complaint or Conciliation in the custody of the County or the Municipality may be considered public record under North Carolina law. The Conciliation session shall not be recorded and shall remain confidential to the fullest extent allowed by law.

ARTICLE III

Administrative Fees, Costs, & Personnel

3.01. Collection of Fees: During the Term of this Agreement as set forth in section 4.02, below, the County will not assess an administrative fee for the services provided to the Municipality. The Municipality acknowledges and contemplates that a cost-share agreement may be required in the future.

3.02. Responsibility for Costs: The County agrees to provide all personnel, resources, and equipment to carry out the Purpose of this Agreement. Costs associated with these resources will be paid by the County.

3.03. Attorneys Fees: While either participant may engage legal counsel to assist in the process, the Complaint process is a voluntary attempt at Conciliation and as such there is no constitutional right to legal representation. If Complainant or Respondent choose to be represented by counsel, each shall be responsible for payment of attorney's fees incurred.

ARTICLE IV

Effective Date, Term, Termination, and Addition of Parties

4.01. Effective Date: This Agreement shall become effective for a Municipality on the earlier of the effective date of the Wake NDO or the execution date of this Agreement.

4.02. Term: The term of this Agreement shall commence on the Effective Date

and terminate on June 30, 2023, unless earlier terminated in accordance with Section 4.03. The County Manager shall have the authority to extend the term of this Agreement, subject to the appropriation of funds by the Wake County Board of Commissioners. The City/Town Manager shall have the authority to extend the term of this Agreement, subject to the appropriation of funds by the City/Town Council.

4.03. Termination: The Municipal Party shall have the right to withdraw or terminate participation in this Agreement upon 30-day notice to the County.

ARTICLE V

Notice

5.01. Notice: Any written or electronic notice required by this Agreement shall be delivered to the Parties at the following addresses:

For the County:

Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601
chris.dillon@wakegov.com

For the Municipality:

With a copy to the Municipal Attorney:

ARTICLE VI

Miscellaneous

6.01. Governing Law and Venue: The Parties agree that North Carolina law shall govern this Agreement. Venue for any disputes arising under this Agreement shall be in the Superior Court of Wake County, North Carolina.

6.02. Severability: If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

6.03. Entire Agreement, Amendments: This Agreement constitutes the entire Agreement between the Parties. This Agreement shall not be modified or amended except in writing signed by all the Parties.

6.04. Intentionally Omitted.

6.05. Liability of Officers and Agents: No officer, agent, or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official

capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

6.06. Assignment: Neither Party shall sell or assign or subcontract any interest in or obligation under this Agreement without the prior written consent of the other Party.

6.07. No Waiver Of Sovereign Immunity: Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435 or by the municipality pursuant to N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against a Party for any reason if otherwise available as a matter of law.

6.08. Intentionally Omitted.

6.09. Indemnity and Defense of Claims:

(A) Mutual Indemnity.

For the County. If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign immunity and is not inconsistent with County's "Resolution Regarding Limited Waiver of Sovereign Immunity", County shall indemnify and hold harmless the Municipality from and against all claims, demands, costs (excluding attorney's fees), and expenses arising out of or relating to County's obligations under this Agreement and caused by the negligence or willful misconduct of the County, its employees, its officials, its agents, or its contractors.

For the Municipality. If allowed by North Carolina law and to the extent it does not operate as a waiver of sovereign or governmental immunity and is not inconsistent with the Municipality's waiver policy concerning immunity, the Municipality shall indemnify and hold harmless the County from and against all claims, demands, costs (excluding attorney's fees), and expenses arising out of or relating to the Municipality's obligations under this Agreement and caused by the negligence or willful misconduct of the Municipality, its employees, its officials, its agents, or its contractors.

Notice Required. If a claim, suit, or cause of action is made against any Party hereto and the Party believes that they are entitled to indemnification, notice shall be given to the indemnitor within five (5) business days after that Party's first notice of any such claim, suit, or cause of action. Failure to provide this notice will preclude indemnity.

(B) Defense of Claims.

For the County. If the County is named as a party to a lawsuit or legal action relating to the Wake NDO, the County will bear all costs and expenses relating to the defense of that claim, except as provided in section 6.09(A) of this Agreement concerning indemnity.

For the Municipality. If the Municipality is named as a party to a lawsuit or legal action relating to the Wake NDO, the Municipality will bear all costs and expenses relating to the defense of that claim, except as provided in section 6.09(A) of this Agreement concerning indemnity.

Cooperation. If the County is named as a party to a lawsuit or legal action relating to its enforcement of the Wake NDO within the corporate limits of the Municipality and the County does not request that the Municipality take over its defense, the Municipality will provide informal assistance to the County and will confer with the County's attorneys about the potential to intervene or otherwise assist in the proceeding.

6.10. Real Property: This Agreement does not involve the acquisition or ownership of real property.

6.11. Breach and Default: In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

6.12 Representations and Warranties: The Parties each represent, covenant and warrant for the other's benefit as follows:

(A) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

(B) Each Party will comply with all non-discrimination requirements applicable to its activities.

(C) To the knowledge of each party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(D) To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

6.13 Verification of Work Authorization; Iran Divestment Act Certification: The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all subcontractors, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

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 first above written.

WAKE COUNTY

County Manager

ATTEST:

County Clerk

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

Chief Financial Officer (or designee)
Wake County

ATTEST:

Manager

Clerk

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

Chief Financial Officer (or designee)

RESOLUTION NO. (2022) 2496

**RESOLUTION PERMITTING THE WAKE COUNTY NONDISCRIMINATION
ORDINANCE TO BE APPLICABLE IN GARNER AND AUTHORIZING AN
INTERLOCAL AGREEMENT**

WHEREAS, the Town of Garner is committed to fostering a diverse, equitable, and inclusive community;

WHEREAS, Wake County adopted An Ordinance Prohibiting Discrimination in Public Accommodations and Employment, commonly referred to the nondiscrimination ordinance or NDO, effective February 1, 2022, prohibiting discrimination in public accommodations, employment, and contracting;

WHEREAS, the Wake County NDO protected classes include: race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, and disability;

WHEREAS, some of the protected classes are not currently covered by federal and State law;

WHEREAS, Wake County has established an online portal for filing discrimination complaints, will review all complaints filed, and will forward accepted complaints to the Campbell University School of Law which will administer a voluntary conciliation process;

WHEREAS, pursuant to North Carolina General Statutes Section 153A-122, the Wake County NDO is not applicable within the Garner town limits unless the Town Council adopts a resolution permitting the ordinance to be applicable within the Garner corporate limits;

WHEREAS, Wake County will enforce the NDO within the Garner corporate limits if the Town adopts a resolution and executes an Interlocal Agreement with the County, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes;

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

1. Permits the Wake County Ordinance Prohibiting Discrimination in Public Accommodations and Employment codified as Wake County Code of Ordinances Section 34.01-34.08 (NDO) to be applicable within the corporate limits of Garner, except that Section 34.04(B) concerning bids or proposals submitted to Wake County shall not apply. Wake County shall be authorized and permitted to enforce the applicable provisions of the NDO within the corporate limits of Garner pursuant to NCGS § 153A-122 to the fullest extent allowed by law.

2. Approves the attached “Interlocal Agreement Regarding Enforcement of the Wake County Nondiscrimination Ordinance in Municipal Jurisdictions” and authorizes the Town Manager to execute the Agreement.

Duly adopted this 5th day of July, 2022.

Ken Marshburn, Mayor

ATTEST:

Stella Gibson, Town Clerk

REPORTS

Town of Garner

Engineering Department

Capital Projects Status Report

Period Ending FY22 - 4Q

Date: 7/5/22



Note: Items shown in red have been updated since the previous quarterly report.

PROJ. NO.	PROJECT NAME	FROM	TO	PROJECT DESCRIPTION	PROJECT LENGTH (MILES)	PERCENT COMPLETE	STUDY (S)/ DESIGN (D)/ CONST. (C)	PUBLIC MEETING DATES	RIGHT OF WAY ACQUISITION	ADVERTISE FOR BIDS	CONTRACT AWARD	CONTRACT COMPLETION	TOTAL PROJECT BUDGET	FUNDING SOURCE
CAPITAL STREET PROJECTS														
1	WHITE OAK ROUNDABOUT (TIP#L-6225)	BRYAN ROAD WHITE OAK ROAD HEBRON CHURCH ROAD	BATTLE FIELD DRIVE CLIFFORD ROAD BRYAN ROAD	CONVERT EXISTING INTERSECTION TO PARTIAL DUAL LANE ROUNDABOUT	0.36	85%	(D)	05/08/18 09/18/19	SUMMER 2022	FALL 2022	LATE 2022	FALL 2023	\$870,000	DESIGN - TOG R/W & CONST - LAPP/TOWN SPLIT (75/25)
2	LAKE DRIVE WIDENING	NC 50 (BENSON ROAD)	DULLIS CIRCLE	WIDEN LOCAL STREET WITH CURB AND GUTTER BOTH SIDES AND INSTALL SIDEWALK ALONG NORTH SIDE	0.13	0%	(C)	SPRING 2020	SPRING 2021	SPRING 2022	SUMMER 2022	SUMMER 2023	DESIGN/ROW - \$190,000 CONST. - \$270,000	DES/ROW (2013 BOND) CONST. (2021 BOND)
3	JONES SAUSAGE ROAD - NORTH	AMAZON SOUTHERN BOUNDARY	GARNER ROAD	WIDEN FROM 2 LANE TO 4 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	0.63	30%	(D)	JULY 2022 FALL 2022	2023 (9-12 MONTHS)	LATE 2023	SPRING 2024	SPRING 2026	\$1,000,000 (DESIGN)	2021 BOND
4	DOWNTOWN ENHANCEMENTS / RAND MILL ROAD AND MAIN STREET STREETScape	EAST MAIN STREET	N/A	INSTALLATION OF CURB AND GUTTER ALONG RAND MILL ROAD WITH SIDEWALK WEST SIDE, INTERSECTION AND STREETSCAPE IMPROVEMENTS AT EAST MAIN STREET	0.10	90%	(D)	N/A	N/A	PROJECT PLACED ON HOLD PENDING FUNDING			\$600,000	UNFUNDED FOR CONSTRUCTION
5	PEARL STREET & PARKER STREET IMPROVEMENTS	MAIN STREET 100' EAST OF PEARL STREET	END OF PAVEMENT MONTAGUE STREET	PAVE/WIDEN WEST SIDE OF PEARL STREET WITH CURB AND SIDEWALK. WIDEN BOTH SIDES OF PARKER STREET WITH CURB AND SIDEWALK.	0.20	0%	(D)	PROJECT SCOPE AND FEE BEING NEGOTIATED			TBD		2021 BOND	
6	VANDORA SPRINGS ROAD IMPROVEMENTS	TIFFANY CIRCLE	TIMBER DRIVE	INSTALL SIDEWALK ALONG SOUTH SIDE OF TIMBER DRIVE	0.24	25%	(C)	TBD	WINTER 2020/SPRING 2021	SUMMER 2021	FALL 2021	OCTOBER 2022	\$1,326,000	2013 BOND
CAPITAL SIDEWALK PROJECTS														
7	GARNER ROAD	VANDORA WEST SUBDIVISION	WESTON ROAD	INSTALL SIDEWALK ALONG NORTH SIDE OF GARNER ROAD	0.17	35%	(D)	FALL 2022	LATE 2022/ SPRING 2023	SPRING 2023	SUMMER 2023	SPRING 2024	TBD	2021 BOND
8	AVERSBORO ROAD	YMCA ENTRANCE	SUMMERS WALK SUBDIVISION	INSTALL SIDEWALK ALONG WEST SIDE OF AVERSBORO ROAD.	0.16	35%	(D)	FALL 2022	LATE 2022/ SPRING 2023	SPRING 2023	SUMMER 2023	SPRING 2024	TBD	2021 BOND
9	BRYAN ROAD	WCPSS SITE	ACKERMAN ROAD	INSTALL SIDEWALK ALONG EAST SIDE OF BRYAN ROAD	0.07	30%	(D)	FALL 2022	LATE 2022/ SPRING 2023	SPRING 2023	SUMMER 2023	SPRING 2024	TBD	2021 BOND
CAPITAL FACILITY PROJECTS														
10	US 401 LIGHTING	SOUTH OF OLD STAGE ROAD	SOUTH OF MECHANICAL BOULEVARD	INSTALLATION OF FIBERGLASS POLES WITH LED LIGHTS ALONG BOTH SIDES OF THE ROADWAY	0.60	25%	(D)	N/A	N/A	N/A	N/A	TBD	TBD	GENERAL FUNDING
11	HIGHWAY 70 LIGHTING	YEARGAN ROAD	I-40	INSTALLATION OF FIBERGLASS POLES WITH LED LIGHTS ALONG BOTH SIDES OF THE ROADWAY	3.13	95%	(D)	N/A	N/A	N/A	N/A	TBD	\$500,000	GENERAL FUNDING
TOWN MAINTENANCE PROJECTS														
12	2019 STORMWATER PROJECTS	VARIOUS	VARIOUS	STORMWATER IMPROVEMENTS (JUNCTION BLVD, BUCK BRANCH CREEK, MEADOWBROOK/CASON, AND STAUNTON MEADOWS)	N/A	90%							\$765,000	2021 BOND
12.01	JUNCTION BLVD	N/A	N/A	CULVERT SLIP LINE, INST ALLATION OF HEADWALLS, OUTLET STABILIZATION		90%	(D)	N/A	SUMMER/FALL 2022	LATE 2022	SPRING 2023	SPRING 2024	\$565,000	2021 BOND
12.02	FOREST RIDGE ROAD	N/A	N/A	LINE CULVERT, INSTALL NEW CONCRETE HEADWALL, STABILIZE/REVEGETATE BANKS		90%	(D)	N/A	FALL 2022	LATE 2022	SPRING 2023	SPRING 2024	\$200,000	2021 BOND
13	2022 RESURFACING CONTRACT	VARIOUS	VARIOUS	ANNUAL RESURFACING CONTRACT	2.42	100%	(C)	N/A	N/A	JANUARY 2022	MARCH 2022	AUGUST 2022	\$732,000	GENERAL FUND
13.01	STAPLETON DRIVE	FOLEY DR	1336 STAPLETON	MILL AND OVERLAY 1.5" \$9.5B	0.22	100%								
13.02	PERDIDO COURT	FOLEY DR	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.03	100%								
13.03	BRIDGEWOOD COURT	FOLEY DR	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.06	100%								
13.04	SILVERHILL COURT	FOLEY DR	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.04	100%								
13.05	SOUTHERBY DRIVE	NC 50	DEAD END	MILL AND OVERLAY 1.5" \$9.5B	0.24	100%								
13.06	CONSTANTINE COURT	SOUTHERBY	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.04	100%								
13.07	DUNSBEE DRIVE	SOUTHERBY	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.03	100%								
13.08	OWENSBY DRIVE	SOUTHERBY	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.02	100%								
13.09	MILLINGTON WAY	STEF ICT	NICHOLSON DR	MILL AND OVERLAY 1.5" \$9.5B	0.03	100%								
13.10	POWELL DRIVE	JOHNSON ST	CURTISS DR	MILL AND OVERLAY 3.0" \$9.5B	0.21	100%								
13.11	FRANCES DRIVE	LAKESIDE	WADE AVE	MILL AND OVERLAY 1.5" \$9.5B	0.12	100%								
13.12	PHILLIP STREET	AVERSBORO RD	BARBARA DR	MILL AND OVERLAY 1.5" \$9.5B	0.10	100%								
13.13	PARK AVENUE	VANDORA SPRINGS	WADE AVE	MILL AND OVERLAY 1.5" \$9.5B	0.41	100%								
13.14	PINEWINDS DRIVE	CROSS PINES	VESTA	MILL AND OVERLAY 1.5" \$9.5B	0.08	100%								
13.15	LONGNEEDLE COURT	VESTA	CDS	MILL AND OVERLAY 1.5" \$9.5B	0.09	100%								
13.16	VIRGINIA AVENUE	FAYE DR	BEICHLER RD	MILL AND OVERLAY 1.5" \$9.5B	0.06	100%								
13.17	ADRIAN DRIVE	FAYE	BEICHLER	MILL AND OVERLAY 1.5" \$9.5B	0.06	100%								
13.18	BEICHLER ROAD	VANDORA SPRINGS	VIRGINIA AVE	MILL AND OVERLAY 1.5" \$9.5B	0.16	100%								



Town of Garner

Engineering Department

Capital Projects Status Report

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Date: 7/5/22

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PROJ. NO.	PROJECT NAME	FROM	TO	PROJECT DESCRIPTION	PROJECT LENGTH (MILES)	PERCENT COMPLETE	STUDY (S)/ DESIGN (D)/ CONST. (C)	PUBLIC MEETING DATES	RIGHT OF WAY ACQUISITION	ADVERTISE FOR BIDS	CONTRACT AWARD	CONTRACT COMPLETION	TOTAL PROJECT BUDGET	FUNDING SOURCE
13.19	BASSWOOD CIRCLE	FOREST MANOR DR	CDS	MILL AND OVERLAY 1.5" S9.5B	0.04	100%								
13.20	ELKHORN ROAD	TIMBER DRIVE	FORDGATES DR	MILL AND OVERLAY 1.5" S9.5B	0.12	100%								
13.21	FOREST MANOR DRIVE	WOODLAND RD	SPRING DR	MILL AND OVERLAY 1.5" S9.5B	0.26	100%								
14	HAY RIVER STREET	CALEBAR ST	WATKINS VALLEY ROAD	INSTALL 4 SPEED TABLES WITH STRIPING/SIGNAGE	0.30	0%	(C)	N/A	N/A	N/A	JUNE 2022	JULY 2022	\$20,900	GENERAL FUND
NCDOT STIP PROJECTS														
15	ADA CURB RAMP UPGRADES (R-5785I)	VARIOUS LOCATIONS		REMOVE/REPLACE CURB RAMPS TO NEW ADA STANDARDS	N/A	15%	(C)	N/A	N/A	LATE 2021	FEBRUARY 2022	SEPTEMBER 2022		NCDOT
16	NEW BETHEL CHURCH ROAD BRIDGE REPLACEMENT (B-5237)	N/A	N/A	REPLACE BRIDGE OVER MAHLER'S CREEK	N/A	60%	(C)	N/A	SUMMER 2019	JUNE 2018	JULY 2018	DECEMBER 2022		NCDOT
17	TEN TEN ROAD INTERSECTION IMPROVEMENT PROJECT (SM-5705D)	OLD STAGE ROAD		CONSTRUCT WESTBOUND RIGHT TURN LANE ON TEN TEN ROAD AT OLD STAGE ROAD INTERSECTION	0.10	100%	(D)	N/A	SPRING 2022	SPRING 2022	JUNE 2022	DECEMBER 2022		NCDOT
18	OLD STAGE ROAD SPOT PROJECT (SM-5705R)	VANDORA SPRINGS ROAD		CONSTRUCT NORTHBOUND RIGHT TURN LANE ON OLD STAGE ROAD AT VANDORA SPRINGS ROAD	0.12	100%	(D)	N/A	SPRING 2022	SPRING 2022	JUNE 2022	DECEMBER 2022		NCDOT
19	TEN TEN ROAD SPOT PROJECT (SM-5705H)	FANNY BROWN ROAD		INSTALL TRAFFIC SIGNAL AND CONSTRUCT WESTBOUND LEFT TURN LANE	1.10	100%	(D)	N/A	N/A	SPRING 2022	JULY 2022	DECEMBER 2022		NCDOT
20	I-40 WIDENING (I-5111)	I-440	NC 42	WIDEN FROM 6 LANE TO 10 LANE FREEWAY WITH INTERCHANGE IMPROVEMENTS AT JONES SAUSAGE ROAD AND US 70	12.00	76%	(C)	JUNE 2014 OCTOBER 2017	2019/2020	SUMMER 2018	APRIL 2019	AUGUST 2024		NCDOT
21	NC-540 (R-2721A)	NC 55	EAST OF PIERCE OLIVE ROAD	6 LANE FREEWAY ON NEW LOCATION	4.36	61%	(C)	N/A	2019/2020	2018	APRIL 2019	MARCH 2024		NCDOT
22	NC-540 (R-2721B)	EAST OF PIERCE OLIVE ROAD	US 401	6 LANE FREEWAY ON NEW LOCATION	4.92	68%	(C)	N/A	2019/2020	2018	FEBRUARY 2019	MARCH 2024		NCDOT
23	NC-540 (R-2828)	US 401	I-40	6 LANE FREEWAY ON NEW LOCATION	8.62	60%	(C)	N/A	2019/2020	2018	NOVEMBER 2018	MARCH 2024		NCDOT
24	US 401 WIDENING (U-5302)	SOUTH OF OLD STAGE ROAD	SOUTH OF MECHANICAL BOULEVARD	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	1.15	100%	(D)	08/16/18	2021/2022	FALL 2022	DECEMBER 2022	2025		NCDOT
25	US 70/NC 50 BRIDGE REPLACEMENT (B-4654)	WEST OF CIRCLE DRIVE	MAIN STREET	REPLACE BRIDGE WITH BETTERMENTS (LIGHTING, RAIL, MEDALLIONS), AND SIDEWALKS BOTH SIDES, RAMP MODIFICATIONS WITH NEW SIGNALS	0.41	100%	(D)	02/15/18	N/A	LATE 2022	FEBRUARY 2023	2025	\$300,000	NCDOT/TOG BETTERMENT COSTS
27	RAYNOR ROAD (SR 2555) BRIDGE REPLACEMENT (B-5326)	N/A	N/A	REPLACE BRIDGE OVER WHITE OAK CREEK	0.29	100%	(D)	N/A		TENTATIVE LETTING OF OCTOBER 2022				NCDOT
28	NC 50 WIDENING (HL-0008C)	TIMBER DRIVE	NEW RAND ROAD	WIDENING TO CREATE DUAL NORTHBOUND LANES WITH CURB AND SIDEWALK ON EAST SIDE OF NC 50	0.20	75%	(D)	NOVEMBER 2021	SUMMER 2022	LATE 2022	FEBRUARY 2023	2025		NCDOT
29	LAKE WHEELER ROAD INTERSECTION IMPROVEMENT PROJECT (HL-0008H)	SIMPKINS ROAD		WIDENING FOR NORTHBOUND RIGHT TURN LANE ON LAKE WHEELER ROAD AT SIMPKINS ROAD INTERSECTION	0.10	70%	(D)	FEBRUARY 2022	SUMMER 2022	FALL 2022	AUGUST 2024	2025		NCDOT
30	NC 50/RAND ROAD INTERSECTION IMPROVEMENT (HL-0008J)	RAND ROAD		CONTINUOUS FLOW (GREEN-T) INTERSECTION IMPROVEMENT AT NC 50/RAND ROAD INTERSECTION. PROJECT INCLUDES ADDITION OF CURB AND SIDEWALK ON WEST SIDE OF RAND ROAD	0.53	10%	(D)	TBD	SPRING 2023	FALL 2023	EARLY 2024	2025		NCDOT
31	US 401 BRIDGE REPLACEMENT OVER SWIFT CREEK (B-5987)	SIMPKINS ROAD	TRANSPORT DRIVE	REPLACE BRIDGES OVER SWIFT CREEK. INCLUDES SUPERSTREET CONFIGURATION ON US 401 AND INTERSECTION IMPROVEMENTS AT LEGEND DRIVE	0.74	25%	(D)	N/A	2023	2024	2024	2026		NCDOT
32	NC-540 (R-2829)	I-40	US 64	6 LANE FREEWAY ON NEW LOCATION	10.80	0%	DESIGN-BUILD	N/A		TENTATIVE ROW FY25, LETTING FY26				NCDOT
33	GROVEMONT ROAD BRIDGE REPLACEMENT (BP5-R105)	N/A	N/A	BRIDGE OVER UNNAMED TRIBUTARY TO SWIFT CREEK	N/A	0%	(D)	N/A		NEW PROJECT, TENTATIVE LETTING 2026				NCDOT
34	US 70/VANDORA SPRINGS BRIDGE REPLACEMENT (B-5681)	N/A	N/A	REPLACE BRIDGE OVER US 70	N/A	0%	(D)	N/A		TENTATIVE LETTING OF JANUARY 2027				NCDOT
26	US 70/TIMBER DRIVE/HAMMOND RD (U-5744)	MECHANICAL BOULEVARD	TIMBER CROSSING MAIN ENTRANCE	CONVERSION OF US 70/TIMBER DRIVE INTERSECTION TO A CONTINUOUS FLOW INTERSECTION	1.10	70%	(D)	03/27/18		DESIGN 65% COMPLETE, PROJECT SUSPENDED BY NCDOT (LETTING PAST 2029)				NCDOT
35	VANDORA SPRINGS/NC RAILROAD GRADE SEPARATION (P-5738)	N/A	N/A	CONSTRUCT GRADE SEPARATION AND CLOSE CROSSING	N/A	0%	(D)	N/A		PROJECT SUSPENDED BY NCDOT (ROW IN FY26, CONST IN FY28)				NCDOT
36	US 401 WIDENING (U-5746)	TEN TEN ROAD (SR 1010)	WAKE TECHNICAL COMMUNITY COLLEGE	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	0.83	100%	(D)	TBD		DESIGN AND ROW COMPLETE, PROJECT SUSPENDED BY NCDOT, LETTING DATE TO BE DETERMINED				NCDOT
37	US 401 WIDENING (U-6112)	TEN TEN ROAD INTERSECTION		CONVERT EXISTING SIGNALIZED INTERSECTION TO SQUARE-LOOP INTERCHANGE	N/A	0%	(D)	N/A		PROJECT SUSPENDED BY NCDOT (ROW IN FY27, CONST POST FY29)				NCDOT
38	US 401 WIDENING (U-6116)	SIMPKINS ROAD	MECHANICAL BOULEVARD	WIDEN FROM 4 LANE TO 6 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES	2.00	0%	(D)	TBD		PROJECT SUSPENDED BY NCDOT (ROW IN FY29)				NCDOT



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	NCDOT RESURFACING PROJECTS													
39	LEGEND HILLS, PENWYCK ESTATES, WYNWOOD SUBDIVISIONS (ETJ)	VARIOUS STREETS			1.70	0%	(C)	N/A	N/A	SUMMER 2021	FALL 2021	2022		NCDOT
40	HOME COURT	US 401	DEAD END	FULL DEPTH PATCHING AND 1.5" S9.5B	0.22	0%	(C)	N/A	N/A	SUMMER 2021	FALL 2021	2022		NCDOT
41	VANESSA DRIVE	MAXWELL COURT	GROVEMONT DRIVE	FULL DEPTH PATCHING AND 1.25" S9.5B	0.22	0%	(C)	N/A	N/A	SUMMER 2021	FALL 2021	2022		NCDOT
42	SPRING DRIVE	VANDORA SPRINGS ROAD	COLDWATER DRIVE	FULL DEPTH PATCHING AND 1.5" S9.5B	0.93	N/A	N/A	N/A	N/A	SUMMER 2022	FALL 2022	2024		NCDOT
43	THOMPSON ROAD	TIMBER DRIVE	END	FULL DEPTH PATCHING AND 1.25" S9.5A	0.68	N/A	N/A	N/A	N/A	SUMMER 2022	FALL 2022	2024		NCDOT
44	BRYAN ROAD	WHITE OAK ROAD	ACKERMAN ROAD	FULL DEPTH PATCHING AND 1.5" S9.5B	1.35	N/A	N/A	N/A	N/A	SUMMER 2022	FALL 2022	2024		NCDOT
45	VILLAGE OF WHITE OAK (ETJ)	VARIOUS STREETS		FULL DEPTH PATCHING AND 1.5" S9.5B	0.65	N/A	N/A	N/A	N/A	SUMMER 2022	FALL 2022	2024		NCDOT
46	CLAYMORE DRIVE	AVERSBORO ROAD	DON MILLER DRIVE	MILL AND RESURFACE 1.5" S9.5B	0.14	N/A	N/A	N/A	N/A	SUMMER 2022	FALL 2022	2024		NCDOT