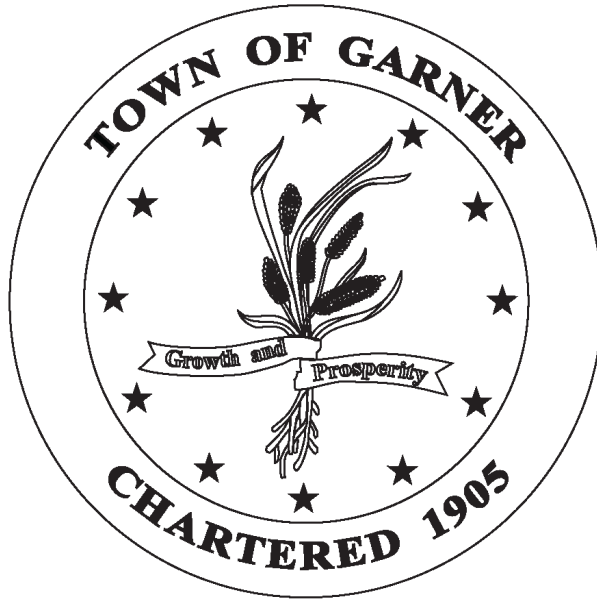


TOWN OF GARNER



TOWN COUNCIL MEETING

August 20, 2019
7:00 P.M.

Garner Town Hall
900 7th Avenue
Garner, NC 27529

**Town of Garner
Town Council Agenda
August 20, 2019**

*A reception for the 2019 James R. Stevens Service to Garner Award Recipient will
be held in the Town Hall Training Room at 5:30 p.m.*

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

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

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

B. PLEDGE OF ALLEGIANCE: Council Member Buck Kennedy

C. INVOCATION: Council Member Buck Kennedy

D. PETITIONS AND COMMENTS

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

E. ADOPTION OF AGENDA

F. PRESENTATIONS

1. Recognize Pam Wortham for her dedicated service to the Town..... Page 5

2. Recognize Buck Kennedy as the recipient of the 2019 James R. Stevens Service to
Garner Award Page 6

G. CONSENT

1. Nuisance Abatements Page 7
Presenter: David Beck, Finance Director

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

Action: Consider approving Resolution (2019) 2384

2. Town of Garner Police Department Attorney Services Contract Page 10
Presenter: Brandon Zuidema, Police Chief

The current contract for Police Attorney John Maxfield needs to be updated as he is no longer an employee of the Wake County Sheriff's office, which is indicated in the current contract.

Action: Consider approving contract and authorize the Town Manager to execute

3. Standard Contract Services Templates - Engineering Department Page 16
Presenter: Chris Johnson, Town Engineer

To provide new standard contract and scope of services templates for use on professional engineering projects, as previously presented at the 7/30 Council Work Session.

Action: Consider approving contract and scope of services templates for use on future engineering projects

4. Council Meeting Minutes Page 63
Presenter: Stella Gibson, Town Clerk

Council meeting minutes from July 1, July 16, July 30, 2019 and August 5, 2019 and special meeting minutes from June 18 and July 15, 2019.

Action: Consider adopting minutes

5. Trade Street Paving - Public Private Partnership AgreementPage 91
Presenter: Chris Johnson, Town Engineer

To consider approval of draft public/private partnership agreement between the Town of Garner and JB Auto Upholstery, LLC for paving of Trade Street.

Action: Consider approval of agreement

6. Resolution Declaring Surplus Property Page 99
Presenter: David Beck, Finance Director

This Resolution allows the Public Works department to dispose of Police Department Vehicles that are no longer in use.

Action: Consider Adopting Resolution (2019) 2386

H. PUBLIC HEARINGS

1. PD-Z-19-03 & PD-MP-19-03, Oak Park West Page 103
Presenter: Jeff Triezenberg, Planning Director and David Bamford, Planning Services Manager

Planned Residential conditional use rezoning (PD-Z-19-03) with associated master plan (PD-MP-19-03) request submitted by Royal Oaks to rezone 189 +/- acres from Single-Family Residential (R-40) and Single-Family Residential (R-20) to Planned Residential District conditional use (PRD C8) for 600 units (210 townhomes and 390 single-family) of household living space. The site is located on the southwest side of New Bethel Church Road and may be further identified as Wake County PINs# 1619-84-7756, 1619-84-9320, 1619-93-4708, 1619-93-8515, and 1619-81-5817.

Action: Consider adoption of Ordinance (2019) 3991

I. NEW/OLD BUSINESS

1. Bond Issuance Resolution Page 133
Presenter: David Beck, Finance Director

The Town will be selling the final installment of the bonds as approved by referendum in 2013. The total amount for this sale is \$7,190,000 (Streets and Sidewalks-\$6,591,000, Parks and Recreation \$599,000).

Action: Consider adopting Resolution (2019) 2385

2. PRCR Comprehensive Plan Update Page 151
Presenter: Sonya Shaw, PRCR Director

An update will be provided on progress with the PRCR Comprehensive Plan, Meadowbrook and Yeargan Properties. Remaining tasks scheduled August-December 2019 will be covered.

Action: No action required

3. Contract for Master Planning of Yeargan Property - First Phase Page 162
Presenter: Sonya Shaw, PRCR Director

As part of the conceptual planning process for Yeargan Property, McAdams will conduct a Due Diligence Study in the initial planning phase A of this project. Fees for these services total \$12,705.00.

Action: Consider authorizing the Town Manager to sign agreement

4. Mowing Contract for Yeargan Property Page 168
Presenter: Forrest Jones, Public Works Director

Public Works contacted three vendors about mowing the Yeargan Property on an on-call basis. We received two responses. Barefoot & Associates Inc at \$2,850.00 per mow and the low bidder was Carolina Curb Appeal at \$1,105.00 per mow. Davis Landscape declined to submit a quote. Currently there is no budgeted funds for this contract.

Action: Consider approving a contract a contract with Carolina Curb Appeal for on-call mowing of the Yeargan property not to exceed \$6,630.00

5. UDO-19-02, Fee-in-Lieu of UDO Requirements Update Page 169
Presenter: Jeff Triezenberg, Planning Director

Text amendment submitted by the Planning Department and Town Attorney's office requesting an amendment to the text of the Unified Development Ordinance to update conditions under which the Town may accept a fee-in-lieu of certain requirements, including the construction of street infrastructure and the dedication of land for the development of public parks.

Action: Consider referring to Planning Commission for recommendation

6. Agreement and Contract - Garner Transit Planning Study Page 174
Presenter: Jeff Triezenberg, Planning Director

Engineering scope of work and fee submitted by Kimley-Horn, a Town-approved on-call transportation planning and design service consultant, at the request of Town staff to complete a transit study for the Town to investigate circulator route options and potential connections to activity centers including the Amazon Fulfilment Center. The project will also include a study of connections to Wake Transit planned improvements for Bus Rapid Transit (BRT) and Commuter Rail Transit (CRT).

Action: Consider authorizing the Town Manager to execute contract and CAMPO agreement for the Garner Transit Planning Study

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. garner info
2. Finance Report
3. Available Housing Stock Report

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURNMENT

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Recognition of Pam Wortham		
Location on Agenda: Presentations		
Department: Administration		
Contact: Rodney Dickerson, Town Manager		
Presenter: Rodney Dickerson, Town Manager		
Brief Summary: Recognize Pam Wortham for her dedicated service to the Town.		
Recommended Motion and/or Requested Action: Presentation only		
Detailed Notes: 		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: James R. Stevens Service to Garner Award		
Location on Agenda: Presentations		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Mayor Ronnie Williams, Committee Chair		
Brief Summary: Recognize Council Member Buck Kennedy as the recipient of the 2019 James R. Stevens Service to Garner award.		
Recommended Motion and/or Requested Action: Presentation only		
Detailed Notes: 		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Nuisance Abatements		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: Resolution declaring certain delinquent nuisance abatements as a lien on property. This resolution authorizes Wake County to add these abatement costs to Wake County property tax bills.		
Recommended Motion and/or Requested Action: Consider Adopting Resolution (2019) 2384		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	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. (2019) 2384

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
803 Delbridge ST	Tuan Ly	53643	162.16
300 W. Garner RD	Joel J Robinson HEIRS Abraham C. Sanders HEIRS	62062	234.32
312 W. Garner RD	John Woods SR HEIRS	79557	201.38
111 Johnson ST	Patsy Lowe	42846	464.89
113 Johnson ST	Patsy Lowe	42847	596.71
1502 Meadowbrook DR	David R. Penny	51547	224.32
149 Pasadena RD	AMH NC Properties LP	339590	100.00
1008 Phillip ST	Cheryl Henson	26698	227.32
1205 Southerlund RD	AM Raleigh LLC	47350	227.32
1802 Spring DR	John David Benz	81604	965.52
1300 Timber DR	Charles Jones	92164	909.30

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 August, 2019.

(Town Seal)

Ronnie S. Williams, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: New Contract for Police Attorney		
Location on Agenda: Consent		
Department: Police Department		
Contact: Chief Zuidema/Tracey Hamilton		
Presenter: Brandon Zuidema, Police Chief		
Brief Summary: The current contract for Police Attorney John Maxfield needs to be updated as he is no longer an employee of the Wake County Sheriff's office, which is indicated in the current contract.		
Recommended Motion and/or Requested Action: Adoption of new contract		
Detailed Notes: 		
Funding Source: Approved in FY 19-20 budget		
Cost: \$12,000	One Time: <input type="radio"/>	Annual: <input checked="" type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: Attorney will provide law enforcement specific advice and guidance.		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	BVZ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



TOWN OF GARNER, NORTH CAROLINA

900 SEVENTH AVENUE
GARNER, NORTH CAROLINA 27529
www.garnernc.gov

Contract to retain Mr. John Maxfield, Attorney-at-Law for 24-Hour Law Enforcement Legal Support

Agreement made by and between the Town of Garner (hereinafter the "Town") and Mr. John Maxfield, Attorney-at-Law; (hereinafter the "Attorney") for services to be provided to the Garner Police Department (hereinafter the "Department").

SECTION ONE PURPOSE AND NATURE OF EMPLOYMENT

In recognition of the legally-intensive and high-consequence nature of police supervisory decision-making, the Town employs the Attorney to provide legal consultation services in support of the performance demands placed upon the Department operating in an increasingly complex justice system. Under this Agreement, consultation provided to the Department by the Attorney will generally pertain to the following areas:

- 1) "Real-time" or "tactical" legal needs arising under either of two circumstances:
 - a) Criminal investigations for which real-time police decision-making requires or may be enhanced by the judgment and intervention of skilled police counsel, with the objective of maximizing the ultimate admissibility of criminal evidence or probability of a successful court prosecution; or
 - b) Legal uncertainty arising as the result of any other law enforcement tactical situation, law enforcement response incident, or law enforcement circumstance (including police personnel matters and civil process) for which imminent police action or supervisory-level decision-making may expose the Department, its agents and employees to civil liability risk.

By the terms of this Agreement, the Attorney shall be available for real-time law enforcement legal consultation 24-hours a day, 365 days a year, with prior notice to the Department of any absence or leave for holiday, sick time, "day off," or other interruption of service (barring extraordinary and unforeseen circumstances). The Attorney shall be prepared for continuous availability for the immediate and real-time consultation needs of the Department, to include maintaining law enforcement legal subject matter expertise as well as continuous telephone access, maintaining access to essential legal resource materials at all times (including while "away from the office"), and by taking such other and further steps as may be expeditious in meeting the "continuously on call" demands of the Department's reasonable expectations under this Agreement.

- 2) The Attorney shall give notice to the Department prior to accepting any other employment (full or part-time) so that the Department can evaluate any impact other employment may have on the Attorney's ability to meet the requirements of this Agreement.

- 3) Legal update

The Attorney will provide the Department's Annual Legal Update Training Seminars in compliance with State Mandated Legal Update In-Service requirements, as appropriate. This will normally require the legal update seminar repeated in-person for five (5) separate training sessions. The Attorney agrees to allow the seminar to be videotaped for use in providing training to Department employees unable to attend one of the scheduled sessions; the Department agrees not to use the recording for any other purpose.

4) Legal consultation for Department policy and/or Town ordinance development

The Attorney will provide legal advice on the development and/or modification of Department policy to ensure compliance with State and Federal law and to encourage conformance to professional law enforcement practices and standards.

The Attorney will provide legal advice on the development and/or modification of Town ordinances to ensure compliance with State and Federal law and to encourage conformance to Town Council expectations and to Wake County and North Carolina practices and standards.

As necessary to keep legal fees affordably priced for the Town, the parties agree as follows: This legal services Agreement is principally for the Department's legal needs as outlined above and is not specifically designed for consultative-type services requiring extensive legal research, drafting, travel, or conferencing. In the event the Department desires consultation services in a manner exceeding the provisions of this Agreement, the Attorney may bill such work on an hourly basis at a rate agreed to in advance by the Town and the Attorney. No such billing will occur unless the Attorney has first notified the Department that the legal consultation is outside the scope of this Agreement and has separately negotiated such services with the Department in advance by written engagement letter or fee proposal, signed by the Department. Upon request, the Attorney will provide the Department with a written statement setting forth an updated description of non-tactical legal work performed, together with a time record of hours expended on such services.

Department requests for tactical real-time legal services will be handled by the Attorney without limitation, regardless of the number of such requests received, their complexity, or the day of week or time of day such requests are initiated. These requests for service will be handled in real-time by the Attorney around-the-clock. Department telephone calls to the Attorney's cellular phone, regardless of nature, will be received immediately by the Attorney unless the Attorney has previously made notification to the Department as previously outlined in Section One, Sub-Section One.

Legal consultation shall generally be by telephone. In the event of a legal consultation need for which the Department desires assistance, the Department shall contact the Attorney's cellular phone.

The Attorney undertakes to provide legal consultation and advice consistent with prevailing legal standards, not necessarily the Department's internal policy and procedure. The Department will conform the legal advice provided to more restrictive internal policy and procedure should such be necessary or appropriate in the judgment of the Department.

The parties agree that law enforcement legal inquiries not requiring real-time analysis, including matters that can be more leisurely or effectively referred to the offices of district attorneys, attorneys general, or the Town Attorney should ordinarily be directed to those offices for resolution in accordance with their standard operating hours and practices. The parties agree and understand that such "coordination of services" is for the universal benefit of the parties while ensuring that 24-hour police consultation services remain practical, affordable, and cost-effective.

In recognition of the importance of the law enforcement command structure, the Attorney and the Department agree that it may be advisable for officers to first attempt to resolve legal uncertainties with an immediate supervisor prior to seeking to initiate services under the Agreement. Further, the Chief of the Department in his judgment may elect to designate a specific command level threshold (such as Lieutenant or Deputy Chief) through which authorization must be granted in order to initiate services under the Agreement.

The parties agree that this Agreement is not an employment contract and that the Attorney is not and will not be an employee of the Town or the Department.

SECTION TWO LIMITATION OF REPRESENTATION

The parties understand and agree that the Attorney's services on behalf of the Department shall be limited to those activities delineated in Section One above. It is expressly agreed that the Attorney will not serve as trial counsel, or otherwise undertake to replace the services ordinarily available through the office of the Town Attorney, district attorneys, or other government counsel offices operating on standard schedules.

As the legal services to be provided under this Agreement may tend to be "emergency" in nature and the Department will ordinarily be seeking expedited if not instantaneous legal opinions to guide its prospective and imminent law enforcement actions, it is further acknowledged and expressly agreed by all parties that the Attorney will undertake to provide expedited legal opinions in such instances, and that the Attorney may and will formulate and communicate such legal opinions "on the spot" without the benefit of the incident-specific legal research opportunities and time-intensive deliberations and reflections customary in conventional private practice settings.

SECTION THREE CONFLICT OF INTEREST

The Department and the Attorney acknowledge that in the course of a given legal inquiry, the legal interests of the Department and the legal interests of individual officer(s) may potentially conflict. In such circumstance the Attorney will provide legal consultation that in their judgment will serve the best interests of the Department. The Attorney does not undertake to represent the legal interests of individual officers where the interests of the officer(s) may be in conflict with those of the Department.

SECTION FOUR INDEMNIFICATION

The Town agrees to hold harmless and indemnify Attorney for acts or omissions while providing legal services, advice and legal instruction to the Department and individual Department employees and agents and for any claims arising out of or occurring during such legal representation, services, advice and legal instruction, and agrees to pay attorney's fees and reasonable court costs incurred by the Attorney in defending any claim brought because of or attributable to the Attorney's providing of legal services, advice and legal instruction pursuant to this Contract and Agreement.

The above indemnification of the Attorney by the Town is considered null and void in the event that the Attorney is found to have acted with willful and/or malicious negligence in his acts or omissions attributable to the Attorney's providing of legal representation, services, advice and legal instruction to the Department and individual Department employees and agents

SECTION FIVE ATTORNEY'S FEES

The Department agrees to pay the Attorney, upon execution of this Agreement, a fee of Twelve Thousand Dollars (\$12,000.00) per year to assure that the Attorney shall be available for the term set forth in Section Six below to provide the legal services and expertise set forth in Section One above. This fee constitutes the full sum payable by the Department for the term of services and will be paid in twelve (12) equal installments throughout the year. This fee is not refundable except as described in this section or in Section Eight below, as it represents a fee for the Attorney's continuous availability and expertise over the life of the Agreement, and is not in the nature of a fee for specific services rendered.

[NOTE: The fee would be refundable if for any reason required by the Rules of Professional Conduct of the North Carolina State Bar.]

SECTION SIX
EFFECTIVE DATE, TERM AND RENEWAL

This initial Agreement is an annual Agreement and shall be in effect for the remainder of the current fiscal year (expiring June 30, 2020). This Agreement shall take effect upon the execution of this Agreement by both parties. Absent written notice by either party to terminate this Agreement thirty (30) days prior to its conclusion, this Agreement shall automatically renew July 1 of each year for an additional twelve (12) months.

SECTION SEVEN
AVAILABILITY OF TELEPHONE SERVICE

The Attorney will make reasonable efforts to ensure that he is available by telephone as set forth in Section One above. Availability will include the use of cellular phones as well as conventional landline phones when necessary. Cellular coverage may vary depending on location, terrain, atmospheric conditions, and equipment. The Attorney undertakes to avail himself of the best cellular coverage and equipment possible, but cannot be responsible for coverage problems beyond his control. The Department approves the use of a cellular phone under the terms of this Agreement, accepting these limitations and acknowledging that cellular communications may be intercepted by individuals with certain equipment. The Attorney is responsible for providing a cellular phone at his own cost.

SECTION EIGHT
TERMINATION

Either party to this Agreement may, at any time, terminate the services described in Section One above, upon notice to the other party. In such event, the parties agree that the Attorney shall return to the Department a pro-rata share of the retainer fee described in Section Five above, based on the portion of the term of this Agreement then remaining.

SECTION NINE
NOTICE

Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to the party for whom it is intended, or if delivered at or sent by registered or certified mail to the business address of the person for whom it is intended, as specified in this Agreement.

SECTION TEN
LAW TO GOVERN CONTRACT

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION ELEVEN
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION TWELVE
MODIFICATION OF AGREEMENT

Except as otherwise provided by Section Nine above, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED
AT GARNER, NORTH CAROLINA, ON THE DATES INDICATED BELOW.

MR. JOHN MAXFIELD, ATTORNEY-AT-LAW

BY: _____
John Maxfield (Date)
Attorney-At-Law

TOWN OF GARNER

BY: _____
Rodney Dickerson (Date)
Town Manager

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Standard Contract Services Templates		
Location on Agenda: Consent		
Department: Engineering		
Contact: Chris Johnson		
Presenter: Chris Johnson, PE - Town Engineer		
Brief Summary: To provide new standard contract and scope of services templates for use on professional engineering projects, as previously presented at the 7/30 Council Work Session.		
Recommended Motion and/or Requested Action: Consider approving contract and scope of services templates for use on future Engineering projects.		
Detailed Notes: At Council's request, staff has provided several standardized templates to assist with professional services contracts in the engineering field. The templates consist of 1) standard contract template, 2) contract amendment template, 3) master agreement template (on-call projects only), 4) statement of work template (on-call projects only), and 5) scope of services template. Staff have incorporated all changes based on comments previously received by Council members at the July 30 Council Work Session.		
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:	CJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



TO: Rodney Dickerson, Town Manager
FROM: Chris Johnson, PE - Town Engineer
DATE: July 22, 2019
SUBJECT: **Standardization of Professional Service Contracts – Engineering Department**

The Town Council has previously expressed a desire to standardize the professional services contracts drafted between engineering consultants and the Town of Garner to improve consistency and efficiency of contract execution, as well as to eliminate each contract from following a different style template based on the consultant awarded each project. This past issue has been the result of allowing consultants to draft a contract using their own standard format and typically also following their terms and conditions rather than the Town drafting its own standard templates. Engineering staff has attached new standard contract templates that have been reviewed by Engineering, Purchasing, and the Town Attorney's Office for review and approval. The On-call Master Agreement that was recently utilized for the on-call contract recently awarded to Arcadis, and the Statement of Work Template was also used with Arcadis in conjunction with the Lake Drive Widening project. There were only a few minor comments by the engineering firm prior to final execution using the new template. These templates are also derived from similar templates used at the City of Raleigh, which have been commonly used over the past decade along with periodic updates/revisions as required to address rollout of new legal requirements at the State and Federal levels, such as E-Verify, Iran Divestment Act, etc.

Staff has also drafted a standard template to be used for scope of services on street and sidewalk projects. This template will serve to address similar consistency issues related to how the Town wishes for consultants to scope and price engineering projects for the Town of Garner. The intent of a standard scope of services template is to also reduce scoping inconsistencies from project to project, and to reduce the number of supplemental agreement(s) required on professional service contracts due to omission of basic services and/or improper project scoping at the time of the initial professional services agreement execution. This scope has not been used to date, but also mirrors a similar scope of services used by the City of Raleigh for several years on street & sidewalk projects. Therefore, this template has been used with long term success on similar style projects.

RECOMMENDATION:

Receive as information and advise if there are any items that Council wishes to add/delete/modify before these templates are utilized on additional future projects.

Attachments:

1. Professional Services Contract Template
2. Contract Amendment Template
3. On-call Master Agreement Template (on-call projects only)
4. Statement of Work Template (on-call projects only)
5. Scope of Services Template (street and sidewalk projects)

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT is entered into by and between _____
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
[Add Project Description]

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.

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, it is mutually agreed that time is of the essence. The Engineer shall commence work upon receipt of written notice to proceed from the Town.

- The Engineer shall provide Preliminary Plans to the Town within _____ calendar days following receipt of written notice to proceed from the Town.
- The Engineer shall provide 65% construction plans within _____ calendar days following notification of approval of the Preliminary Plans from the Town.
- Engineer shall provide all finalized right-of-way plats to the Town within _____ calendar days following notification of approval of the 65% plans.
- Preliminary plats may be produced prior to approval of the 65% plans for use in appraisal work by the Town. The Engineer shall provide plans completed to approximately 65% state

and the finalized right-of-way plats for approval by Town Council at a Project Public Hearing.

- The Engineer shall provide final completed construction plans and documents to the Town within [REDACTED] calendar days following Town Council authorization of the final design and right-of-way acquisition.

The Engineer shall not be held responsible for any delays in time of completion resulting from:

- The Town's failure to carry out any of the responsibilities listed under Section 2 in a timely manner;
- Failure of approving agencies to provide timely approval of permit and encroachment applications;
- Additional Services;
- Any other Circumstances beyond the reasonable control of the Engineer including but not limited to natural disasters, adverse weather, or acts of the Town, third parties, or other governmental agencies.

4. Compensation/Time of Payment

For services to be performed hereunder the Town shall pay the Engineer a lump sum not to exceed \$_____.

- For all services rendered under Article I of the Scope of Services, excluding subsurface utility engineering and expenses, the Engineer shall be paid a lump sum amount of \$_____.
- For all subsurface utility engineering services rendered under Article I of the Scope of Services, the Engineer shall be compensated at unit costs established in Article I not to exceed \$_____.
- For all expenses rendered under Article I of the Scope of Services the Engineer shall be compensated at unit costs established in Article I not to exceed \$_____.
- For all Alternate Design services rendered under Article III of the Scope of Services, the Engineer shall be paid a lump sum amount for each specific service performed for a total lump sum not to exceed amount of \$_____.

Requests for payment(s) shall be made as follows:

- Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date.
- The standard Town of Garner payment term is NET 30 days from the date of receipt and approval of the invoice by the Town.

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:
Telephone:
900 7th Avenue
Garner, NC 27529

[Company Name]
Attn:
Telephone:
Address:

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 earner 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, defend 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, 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. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, 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:

- **Scope of Services**
- **Schedule of Fees**
- **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

TOWN OF GARNER

By:

By:

Name
Title

Rodney Dickerson
Town Manager

(If corporate)
ATTEST:

ATTEST:

By:

By:

Name
Title

Stella Gibson
Town Clerk

THIS INSTRUMENT APPROVED
AS TO FORM

Town Attorney

(Affix Corporate Seal)

(Affix Town Seal)

CONTRACT AMENDMENT No.

This Contract Amendment (the "Amendment") dated the _____ day of _____, 20____ by and between _____ (the "Company"), and the Town of Garner (the "Owner"), collectively the "Parties".

WHEREAS, the Parties entered into a contract dated [Previous contract date]; and

WHEREAS, the Parties wish to amend the original contract;

Now, therefore, it is agreed by and between the parties for this Contract Amendment No. to be implemented as set forth below and attached exhibits.

1. SCOPE OF WORK

[Details of changes to original scope of work]

2. TIME OF PERFORMANCE

[Details of changes to original time of performance.]

3. COST OF WORK

[Details of changes to original time of performance.]

All terms and conditions of the original contract remain in full force except for those changes specifically outlined in this contract amendment.

In Witness hereof, the Parties have executed this Agreement as of the date set forth above.

COMPANY

TOWN OF GARNER

Signed:

Signed:

Name: _____

Rodney Dickerson

Title: _____

Town Manager

Witness:

Witness:

Name: _____

Stella Gibson

Title: _____

Town Clerk

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR ENGINEERING SERVICES

THIS CONTRACT is entered into by and between _____ 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: Chris Johnson, PE
Telephone: 919-773-4420
900 7th Avenue
Garner, NC 27529

[Company Name]
Attn:
Telephone:
Address:

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, defend 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 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. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, 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

(Affix Corporate Seal)

TOWN OF GARNER

By:

Rodney Dickerson
Town Manager

ATTEST:

By:

Stella Gibson
Town Clerk

THIS INSTRUMENT APPROVED
AS TO FORM

Town Attorney

(Affix Town Seal)

NORTH CAROLINA
WAKE COUNTY

STATEMENT OF WORK #1

This Statement of Work is entered into among _____ (the “Engineer”) and the Town of Garner (the “Town”) under the terms and conditions of the Contract for the _____ 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

[Add Scope of Services or refer to attached exhibit, if applicable]

2. Compensation, Time of Payment

Compensation to the Engineer for the work described above shall not exceed _____.

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 _____ from the date of the notice to proceed.

(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:

Town Manager

Printed Name/Title

(If corporate)

ATTEST:

ATTEST:

By:_____

By:_____

(Deputy) Clerk

Printed Name/Title

(Affix Seal)

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO
FORM:

Town Attorney

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

The Town desires to engage an Engineer to provide professional services required to produce plans and contract documents for improvements to [REDACTED] from [REDACTED] to [REDACTED] in Garner, NC. The purpose of this [REDACTED] ± 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, subsurface utility engineering, geotechnical services, roadway design, water resources design (including storm water), erosion control, SCM investigations/design, traffic analyses, traffic management, signing and delineation, utility design, utility coordination, landscape/planting design, right of way/easement exhibits, public involvement, signal design, and bidding/contract documentation services.

I.2 Description of Services

The 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.

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

(-L-) Line Alignment

- [REDACTED] from [REDACTED] to [REDACTED] - [REDACTED]' x [REDACTED]' corridor ([REDACTED]' each side of the existing road).

(-Y-) Line Alignments

- -Y- [REDACTED] from [REDACTED] to [REDACTED] - [REDACTED]' x [REDACTED]' corridor ([REDACTED]' each side of the existing road).

I.2.1.a Property Research/Document Retrieval

The Engineer shall 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 shall 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 shall 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 shall provide a copy of all property information compiled during this task to the Town. There are approximately [REDACTED] 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

The Engineer shall provide a horizontal and vertical traverse throughout the entire Project. Horizontal Control shall be referenced to North Carolina Geodetic Survey datum, NAD83 2011 adjustment. Control shall 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 shall have x, y, and z coordinate values.

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

I.2.1.c Photogrammetry

The Engineer will perform aerial photogrammetry to provide the base DTM and Planimetric Mapping for the project.

1. Photo Control - Establish survey control on the site and set and obtain coordinates on aerial targets (1-foot-wide by 2-foot-long chevrons-or similar), and/or photo-identifiable points.
2. Aerial Image Acquisition – The use a fixed-wing aircraft equipped with an UltraCam Falcon Prime (UCFp) sensor, or similar, to collect imagery at a ground sample distance (GSD) of 5cm. The imagery will be controlled using the above mentioned survey points along with the Airborne Global Positioning System Applanix POS-AV© with IMU.
3. Processing - Aerial Triangulation (AT): will be performed on all acquired imagery with a preliminary simultaneous bundle adjustment carried out using a minimal amount of control points along the block perimeter. Additional control points will be treated as check points during this initial run and the solution will be checked to make sure there are no blunders or gross errors in the photo or ground control measurements. The final adjustment will be a simultaneous bundle

adjustment of the entire project data including all ground control points with no points held out as check points.

4. Topographic Mapping - Stereocompilation will include any visible features at a 1"=40' scale including driveways, parking lots, buildings, utilities, vegetation (items that were not extracted from the mobile LiDAR dataset). Breaklines and masspoints will also be collected in the soft topo areas to support a Digital Terrain Model (DTM) suitable for 1foot contours.
5. Obscured and Obstructed Features - Based on the provided Area of Interest there is the possibility that some areas will be obscured and/or obstructed resulting in limited terrain and planimetric feature collection. These areas will be outlined with an "obscured area" polygon, and additional ground survey may be required to supplement the data.
6. Orthophotography - Collected imagery will be rectified to the new surface model, and the individual 3-inch GSD ortho image files will be processed to ensure a seamless appearance, and will be tonally balanced to produce a uniform contrast and tone across the entire project area. The orthophotography will be delivered in tiled TIF/TFW and ECW/EWW formats.

I.2.1.d Pavement Digital Terrain Model

The Engineer will use Mobile Scanning technology to collect the hard surface DTM's and Planimetrics. This data will be processed based on the Survey Control and merged into the photogrammetric mapping for delivery. Accuracies for the mobile data will be +/-0.05'.

I.2.1.e Planimetric Mapping

The Engineer shall map the majority of basic planimetric mapping from the photogrammetry services. The 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 shall include, but is not limited to the following:

1. Drives - location, type, and width
2. Buildings - location, type, size, and front corners if within 100 feet of existing right of way.
3. Parking Lots - location and layout
4. Landscape areas, woods lines, and all trees in landscaped areas greater than 6" dia, and all ornamental trees shall 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 shall 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 shall be considered Additional Services (Article II).

All final DTM and survey control shall 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 [REDACTED] properties to accurately show the affected property boundary limits in accordance with the recorded deeds and plats.

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

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

During land acquisition by the Town, the Engineer shall 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 shall 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 shall 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 shall also be monumented with #5 rebar. All other easements shall be monumented with semi-permanent materials, such as wooden stakes or flags. Revisions to the right of way and easements staking are 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 Subsurface Utility Designation and Location Services

The Engineer shall 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 shall be

provided based on the unit cost of \$XX per linear foot for Level “B” underground. Utility records research and site visit revealed estimated lengths as follows:

Length (Feet)	Description
	Telephone
	Telephone fiber optic
	Electric (U/G)
	Natural gas
	Water
	Cable TV
	Communications Fiber Optic
	Unknown
	Total (Level “B” Total U/G Utilities)

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

The Engineer shall provide “Quality Level A” vacuum excavation services for up a maximum 6 feet deep at the unit cost of \$ per test pit. The Engineer shall 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 shall be provided to the Town as Certified Vacuum Excavation Reports for the specified test hole locations. An estimate of test holes are included for this project.

It is understood that particular 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 \$ per linear foot of vacuum excavation beyond the maximum. An estimate of two (2) additional feet are included in this estimate.

- III.4.1 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 shall provide traffic control services for lanes closures at the unit cost of \$ per day. It is estimated that () days of traffic control may be needed.

I.2.1.k Survey Delivery Items

The Engineer shall compile and plot all planimetric, subsurface utility information, and property line information at a scale of 1 inch equals 40 feet. This mapping shall be delivered in MicroStation file format for use in the development of final design plans. Drawing element symbology and text sizes shall follow North Carolina Department of Transportation standards.

The Engineer shall 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.

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

The Engineer shall 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, shall be considered additional services and compensated in accordance with Article II of this contract.

I.2.2 Traffic Data Collection and Traffic Signal Warrant Analysis Report

During this phase the Town will provide any existing traffic data for the [REDACTED] intersection and the Engineer will prepare traffic projections for future traffic by applying an annual growth rate to existing traffic volumes, with input from the Town. The Engineer will prepare capacity analyses on both existing and future traffic, and prepare a Traffic Signal Warrant Analysis Report.

I.2.2.a. Traffic Data Collection

The Engineer will provide turning movement counts (TMCs) as follows:

- [REDACTED] at [REDACTED] - 13-hour TMCs (6:00 AM – 7:00 PM), including pedestrian counts.

I.2.2.b. Capacity Analysis and Traffic Signal Warrant Analysis Report

The Engineer will perform a detailed traffic study and report. This report will include current turning movement counts (as provided by the Engineer), traffic conditions, design year traffic projections, and analyses of intersections listed in I.2.2.a using the design year traffic. Each of the

major tasks involved in the development of this report are described below.

Field Visits and Meetings: The Engineer will visit the site and collect all the relevant data (lanes, signal phases, grades, turn lane storages etc.) for capacity analyses. Two meetings will be held, one with the Town and one with the NCDOT Division 5 Traffic Engineer and NCDOT District Engineer.

Coordination: The Engineer will coordinate with the Town and the NCDOT to gather relevant available information/plans/data.

Signal Warrants: The Engineer will perform a signal warrants analysis for the [REDACTED] intersection.

Existing Conditions Analysis – The Engineer will analyze current traffic conditions for both the no-build and build conditions. The analysis will be based on the traffic count data and will utilize the latest version of Synchro and Simtraffic software.

Design Year Analysis – The Engineer will analyze design year (as specified by the Town) traffic conditions for both the no-build and build conditions. The Engineer will evaluate the need for additional turn lanes, recommend associated storage lengths, and optimize signal timing and phasing if a traffic signal is warranted at the [REDACTED] intersection. The Engineer will analyze the potential construction of roundabouts at the Carolina Pines Avenue/Lake Wheeler Road and Carolina Pines Avenue/Granite Street intersections.

Traffic Signal Warrant Analysis Report – The Engineer will prepare a Traffic Signal Warrant Analysis Report that will describe the study area, methodology, existing and design year traffic analyses, and recommendations. The report's technical appendix will include traffic count data, travel model output, traffic forecast calculations, and Synchro/Simtraffic output. The Engineer will utilize the latest NCDOT congestion management guidelines and the Town of Garner's Transportation Corridor Planning Report Guidelines for the capacity analyses and for preparing the Traffic Signal Warrant Analysis Report for this project. Two (2) draft reports and two (2) final reports will be submitted to the Town.

Crash Analysis – As part of the traffic analysis report, the Engineer will analyze crash data in the [REDACTED] Corridor. Crash data will be collected for the most recent 5-year period from Garner Police Department. Accident

data will be summarized by accident type, location, severity, day/night, and wet/dry. The Accident Rate, Severity Rate, and Fatality Rate will be calculated and compared to Town-wide rates and other similar Town streets if information is available. An accident location diagram/exhibit will be created. Any trends or problem areas will be identified.

I.2.3 Natural Resource Investigation

The Engineer will conduct a site/natural resources investigation to identify existence of streams, wetland areas or buffer zones. A preliminary jurisdictional determination request will be made on behalf of the Town to the US Army Corps of Engineers (USACE) and Division of Water Resources (DWR). The Engineer will coordinate with representatives from both agencies to verify the extent and locations of jurisdictional resources. A letter report will be prepared to document the findings of the investigations.

I.2.4 Pre-Design (10% Plans)/Preliminary Design (25% Plans)

During this phase the Engineer will prepare pre-design and preliminary design plans. Other tasks include natural resource investigation and report (see Task I.2.3).

Prior to developing 25% plans, the Engineer will prepare a preliminary design based on aerial photography and GIS data. The purpose of the pre-design (10% Plans) is to get early input from the Town while waiting on final surveys. This preliminary design submittal will be based on the Engineer's recommended alignment and design concept and shall include proposed design criteria, a horizontal and vertical alignment, edges of pavement, intersection locations, and typical section(s). Preliminary right of way and easements will be set to aid in the review process. Cross-sections will not be prepared at this stage of design.

The Engineer will prepare preliminary layout designs for up to alternatives to be presented at a Pre-design public meeting, including:

1. A PowerPoint Presentation discussing the purpose and limits of the project.
2. Background information and general scope of the project.
3. Preliminary Project Schedule.
4. Estimated Preliminary Project Costs

The Engineer will obtain hydraulic survey data sufficient to determine requirements for all hydraulic related structures. This includes, but is not limited to, mapping of existing drainage patterns; outfall locations, dimensions, condition, and slopes.

Once all supplemental hydraulic field reconnaissance is complete, the Engineer will develop preliminary roadway drainage design plans for the Preferred Alternate. This design will be based on the 25% roadway design plans and includes the approximate locations and spacing of curb and gutter inlets, hydrologic and

hydraulic analysis and recommendations for all cross pipes within project; pre/post runoff calculations for outfalls; nitrogen loading analysis and calculations; and a feasibility study/matrix presenting options to include Low Impact Development (LID) into the project utilizing Stormwater Control Measures (SCM's) such as dry/wet ponds, bioretention areas, etc.,

All design shall be in conformance with AASHTO design criteria and standards except as may be modified by the Town. Preliminary design plans shall consist of preliminary roadway plans and preliminary cross sections. The design shall include preliminary line, grade, cross sections, and intersection layout. Preliminary design plans shall be developed to the stage at which approximately 25% of the roadway design for the Project is complete. The Engineer shall submit two (2) hard copy sets of plans and one (1) electronic set in PDF format to the Town, six (6) hard copy sets to NCDOT for review, and one (1) hard copy each to all private utilities involved in the project.

The Engineer shall prepare preliminary roadway plans on plan and profile sheets at a scale of 1" = 40' horizontal and 1" = 10' vertical. The Engineer shall prepare preliminary half-size cross sections at a scale of 1" = 10'.

The Engineer shall update design assumptions and typical roadway sections for a mile per hour design speed. The Engineer shall 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 shall perform final drainage studies, designs and field reconnaissance in accordance with the requirements of the Town.

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

Since streams, wetlands and buffers are present on the project, the Engineer will prepare the environmental permit drawings and permit applications (Preconstruction Notification or PCN) for the project as listed below.

1. Section 404 (US Army Corp of Engineers)
2. Section 401 (NC Dept. of Environmental Quality)
3. Neuse Buffer Certification (NC Dept. of Environmental Quality)

All review fees and/or permitting fees required by will be paid by the Town or reimbursed to the Engineer at cost.

The 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; and development of SCM final design details. In addition, a drainage summary sheet will be developed to provide quantities for all drainage related structures.

It is estimated that [REDACTED] ([REDACTED]) stormwater SCM devices will be included in the final design of the project.

I.2.6 Geotechnical Subsurface Investigations

The Engineer shall provide geotechnical engineering services conforming to accepted engineering general practices and procedures and be performed in accordance with the following:

The Engineer shall perform geotechnical subsurface investigations necessary for completion of the final construction documents. These investigations shall include a total of [REDACTED] ([REDACTED]) soil test borings along the proposed widening areas. Soil borings shall be laid out approximately every 250-300 feet and shall primarily be advanced to 10 to 15 feet or to auger refusal (assumed average of 12.5 feet, or a total of up to 315 linear feet). Should auger refusal occur above the proposed elevations, auger probes shall be performed every 50 linear feet as necessitated to delineate hard rock.

A total of [REDACTED] ([REDACTED]) pavement core samples shall be obtained along the existing pavement section to determine pavement section thickness and composition. Pavement core samples shall be obtained at approximate 400 to 500-foot intervals. Based on pavement condition assessment as discussed in the scoping meeting, the pavement along Carolina Pines Avenue is relatively poor. Therefore, rehabilitation of existing pavements may be included in the project for some or all the corridor length and pavement core boring data shall be collected with this in mind.

The Engineer shall mark boring and coring locations in the field in accordance with the preliminary design plans.

Subsurface conditions will be evaluated utilizing a truck and/or an all-terrain vehicle (ATV) drill rig equipped with hollow stem augers. The same drill rig and/or portable core rig and a diamond impregnated core barrel will be used for pavement core borings. Standard penetration testing shall be performed at regular intervals in accordance with the American Association of State Highway Transportation Officials (AASHTO T-206-87).

Representative split spoon and bulk samples will be obtained to verify visual field classification and determine soil index properties. (b) (5) split spoon samples will be analyzed in the Engineer's laboratory for natural moisture, Atterberg limits, and grain size. In addition, (b) (5) bulk samples will be obtained and analyzed in the Engineer's laboratory for natural moisture, Atterberg limits, grain size, standard proctor compaction, and soaked California Bearing Ratio Analysis (CBR). All laboratory testing shall be performed in accordance with the latest AASHTO procedures.

After completion of the field investigation, the Engineer will prepare an engineering report which will include:

1. A brief review of test procedures and results of all testing conducted.
2. General description of the site and subsurface conditions, including groundwater conditions.
3. Results of laboratory and CBR testing.
4. Based on traffic data provided by the Engineer, final pavement design recommendations for roadway sections based on Superpave design methods. Designs for both 25-year and 40-year service life will be prepared, along with anticipated maintenance and overlay needs expected of both options. Designs utilizing full depth reclamation or other recommended rehabilitation methods shall be included. However, specific mix designs are considered beyond this scope of work.

The Engineer will submit one (1) electronic version of the completed report in .PDF format for Town review. The Engineer will respond to one (1) set of comments from the Town, after which the Engineer shall submit one (1) hard copy of the report and one (1) electronic version in .PDF format to the Town upon completion. The Engineer will conduct a meeting to present the findings and recommendations of the geotechnical investigations to Town staff.

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 shall 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 shall 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 shall conduct a “kick-off” meeting with all private utilities to review the proposed design. The Engineer shall furnish information pertaining to proposed construction to all involved utility companies and agencies.

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

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

The Engineer shall conduct a minimum of () coordination meetings with private utility owners. The Town’s Project Manager shall be informed of/invited to these coordination meetings. Items to address at these meetings shall include, but not be limited to, phasing coordination with proposed roadway traffic control plans, joint pole usage, potential conflict with signal lines, and accommodation of signals attachments on private utility poles.

I.2.7.b Street Lighting

The Engineer shall coordinate development of street lighting plans with Duke Energy Progress. This coordination shall include use of Duke Energy Progress standard roadway lighting equipment and verification of proposed pole locations with representatives from Duke Energy Progress. Plan sheets shall include identification of pole locations; location, size and type of underground conduit necessary to accommodate future installation; and necessary details and special provisions as provided by Duke Energy Progress. Proposed street lighting design by Duke Energy Progress will be shown on the final Utility by Others Plans.

I.2.7.c Utility Design

The Engineer shall show the location of all existing and proposed utilities on the final design plans and shall indicate proposed underground utilities to be constructed as part of the Project. The Engineer shall design incidental adjustments and major relocations listed below for existing Town-owned

underground utilities (water and sewer) as required to construct the Project. Water and sewer relocation plan and profile drawings shall be produced depicting proposed vertical and horizontal locations of relocated City of Raleigh-owned utilities. Permitting for water line and sewer line designs will be processed through the City of Raleigh Public Utilities Department. Any required permitting fees will be paid by the owner.

1.2.8 Final Design Phase

The Engineer shall 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 shall conform to the appropriate current AASHTO specifications, the current practices of NCDOT, and the requirements of the Town.

Plans shall be developed using MicroStation V8i and GEOPAK software. Final design plans shall 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, utility construction plans (if required), signal designs (if required), signing plans, landscape/planting plans, and material quantities; and shall 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 shall 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 shall be shown in addition to the proposed construction. The plans shall 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, preliminary signal design plans, erosion control notes and details, utility relocation plans, and special details.

The Engineer shall show any proposed traffic signal poles, controller cabinet bases, easements and pertinent equipment as specified by the Town on the final plans (if needed). All drainage and erosion control calculations shall be submitted with the 65% design plans by the Engineer for Town approval.

The Engineer shall 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 shall 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 shall furnish one (1) electronic set of construction drawings in PDF format and one (1) hard copy set, (1) public meeting map, 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.b Traffic Signal Design Plans

Traffic Signal Upgrade Designs - Based on proposed roadway plans, the Engineer will design the traffic signal upgrade design for the Carolina Pines Ave and S. Saunders St intersection in conformance to NCDOT and Town standards. Signal plans will be prepared in English units and will include the preparation of the following items:

Intersection Layout Plan - This plan will include the overall layout of the Carolina Pines Ave and S. Saunders St intersection showing the items proposed for construction. Items on the plans will include intersection striping and marking location (not to be considered a pavement marking plan); identification of conduit runs; vehicular and pedestrian signal head placement; pole and push button location; location of controller cabinet and pull boxes; phasing diagram; a timing chart; a table of operation; a stop bar location diagram; and signal head and sign legends. It is assumed that the signal upgrades are limited to the bike lanes and sidewalks on the west leg and, if needed, FYAs for the side street left-turn movements. No signal pole relocation is expected/included.

Intersection Timing and Phasing Plans - The proposed isolated signal timing will be shown on the signal plan.

Electrical Details Plan - This plan will include details for the signal monitor programming detail, load resistor installation detail, back-up protection notes and details, and equipment information notes. The Engineer will also provide a field connection hook-up chart and electrical detail notes.

Plan Submittal and Review - The Engineer will coordinate with the Town and NCDOT to present initial design concepts and recommendations and seek input and initial approval. The Engineer will make adjustments and revisions to design parameters as requested in the initial conference.

Following completion of the 65% roadway design plans, the Engineer will prepare and submit 90% signal upgrade plan and electrical/programming details as applicable to the Project. Upon receipt of 90% review comments, the Engineer will revise the plans if needed. The Engineer will sign, seal,

and submit the 100% signal and electrical plans for incorporation into the final construction plans and contract documents.

The following services are not anticipated in this Agreement, but may be provided as Additional Services in ARTICLE II of this Agreement.

- *Cable Routing Plans and Fiber Optic Slice Details*
- *Utility Make Ready Plans*
- *Temporary Signal Design Plans*
- *Coordination Signal Timing Services*
- *Emergency Vehicle Preemption Design*
- *Audible Pedestrian Signal Design*

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

The Engineer shall prepare construction traffic and pedestrian control plans, which shall indicate how vehicular and pedestrian traffic is to be maintained during construction of the Project. NCDOT Roadway Standard Drawings shall be referenced in the traffic control plans, but shall 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 shall consider required phasing of the private utility companies' relocation designs, if any, during construction. These plans shall be prepared concurrently with the final design plans so as not to delay submission of all final construction documents.

The Engineer shall develop pedestrian safety plans, permanent pavement marking 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

The Engineer shall show erosion control measures and special details not shown in the Erosion Control Manual on a separate set of reproducibles in the roadway plans. Following an initial review by the Town, the Engineer shall submit erosion control plans to the Regional Engineer for NCDENR for review and approval of the erosion control plans prior to approval of the final roadway plans by the Town. The Town will be responsible for signing and notarizing the NCDENR Financial Responsibility Form and reimbursing the Engineer for the actual review fees required for the project.

I.2.8.e Landscape Plans

The Engineer's Landscape Architect (LA) subconsultant will prepare plans for implementing landscape treatments as appropriate along the project corridor. The LA will receive and incorporate DWG files of existing conditions from the Engineer including existing trees, planting areas, fences, ROW, easements, property lines, utilities, guy wires, building outlines, etc. The LA will receive and incorporate 25% DWG files of the road improvement project including title block, new pavements, proposed easements, temporary and permanent drainage facilities, utilities, stations, and elevations. One meeting will be held with the Engineer to review 25% plans and discuss planting strategy, locations, slope and easement limitations, and budget. The LA will meet with Town staff to discuss planting locations, species, and maintenance and operations concerns. The LA will prepare 25% planting plan and detail sheets showing schematic locations of canopy and understory trees, shrubs, groundcover, lawn and mulch areas, including SCM's.

The LA will prepare rendered plan drawings for inclusion in the first public meeting PowerPoint presentation and associated meeting materials as well as up to two rendered sections at selected stations along the corridor to show screening and planting character. The LA will submit 25% planting and detail sheets and cost estimate to the Engineer (PDFs).

Based on feedback from the Town and 1st public meeting, the LA will prepare a 65% planting plan and detail sheets showing revised location of canopy and understory trees, shrubs, groundcover, lawn and mulch areas, including proposed SCM's. The LA will prepare an updated preliminary cost estimate and draft specifications.

Based on feedback from the Town and 2nd public meeting, the LA will prepare 100% planting plan and detail sheets to address plan revisions and review comments as well as a final cost estimate and specifications. The LA will submit 100% planting and detail sheets, cost estimate and specifications (PDFs) and a DWG of planting layers to the Engineer.

I.2.8.f Final Construction Plans and Contract Documents

The Engineer shall 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 shall include roadway and sidewalk design details, traffic control plans, signing and pavement marking plans, signal plans, erosion control notes and details, utility relocation plans (if needed), utilities by others plans, landscape plans, quantity summaries, and special detail drawings required together with general notes. The Engineer shall 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 shall 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 shall 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 shall be prepared in Microsoft Excel format for distribution to potential bidders.

The Engineer shall 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 shall 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) shall require an updated Opinion of Probable Construction Cost.

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

I.3 Plan Scale

The Engineer shall furnish all roadway plan sheets drawn to a 1" = 40' horizontal scale and 1"=10' vertical scale. Cross-sections will be prepared at a scale of 1"=10' on half-size plan sheets.

I.4 Meetings, Coordination, and Project Management

I.4.1 Coordination with NCDOT

The Engineer shall coordinate all services rendered with NCDOT with respect to present and known future highway improvements which may conflict with the Project. The Engineer shall prepare an Encroachment Agreement and submit to NCDOT for approval.

I.4.2 Meetings and Coordination

The Engineer shall make available, at reasonable times, responsible staff members to meet with Town staff to review the content and progress of the Project. The Engineer shall also make available responsible staff members to attend up to 24 monthly progress meetings, (1) Project Kickoff Meeting, (4) Town staff design review meetings, (2) Public Meetings, (2) property owner meetings, (1) Town Council Presentation, Council Committee meetings (if applicable), (1) Pre-Bid Meeting to be conducted by the Town, and (1) Pre-Construction Meeting to be

conducted by the Town. The Engineer shall also make available responsible staff members to attend meetings to review the plans with NCDOT and other permitting agencies as required (See I.4). The Engineer shall compile notes of the above meetings as requested by the Town and provide to all invited attendees.

The Engineer shall provide (1) electronic Microsoft Power Point presentation, (1) PDF color project map, and (1) landscape rendering plan for use at each of the following meetings: (2) Public Meetings and the (1) Town Council presentation. The Engineer shall provide responsible staff members to present project information at each of these meetings.

The Engineer shall provide routine project management and administration activities, including monthly progress reports, project letters/correspondence, and subconsultant coordination through the anticipated project duration. The Engineer shall 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

The Engineer shall prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer shall 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 shall 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 shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the Town at rates to be agreed upon by the Town and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

ARTICLE III - Alternate Services**III.1 Visualization**

The Engineer will develop visualizations to a level of detail suitable to communicate design intent for the preferred alternative. The visualizations will be of a quality and detail necessary for static rendering from a driver's perspective.

The visualizations will only include the following:

- Mainline roads and cross-section elements, i.e. pavement, curb and gutter, median, bike lanes, sidewalks, side slopes
- -Y- line intersections
- Retaining walls and decorative walls
- High mast lighting
- Realistic materials assignments for all road elements
- Realistic pavement markings
- Trees and foliage

The Engineer will apply realistic atmospheric and lighting conditions, and generate high resolution static renderings suitable for presentations and web media. This subtask includes up to 9 renders total (includes drafts, and final renders) at a unit cost of \$XX per rendering.

Deliverables:

Draft and final versions of visualizations in PDF or PPT format.

III.2 Re-staking

The Engineer will re-stake right-of-way and easement points at the direction of the Town. This service will be provided at a unit cost rate of \$ [REDACTED] per parcel.

III.3 Right of Way Exhibits Preparation

The Engineer shall 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.

It is estimated that [REDACTED] individual property exhibits shall be required to fully map the property impacts throughout the project. Exhibits shall 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 shall 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 shall be prepared at a maximum scale of 1"= 20' preferred, 1" = 30' if required.

The first submittal of right of way exhibits shall be included with the 65% design submittal. The second preliminary submittal shall occur after completion of the initial round of negotiations with property owners. Final submission of right of way exhibits shall 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 shall be provided at such times as requested by the Town. The aforementioned property owner information shall be provided to the Town in electronic format.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Council Meeting Minutes		
Location on Agenda: Consent		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Stella Gibson, Town Clerk		
Brief Summary: Council meeting minutes from July 1, July 16, July 30, 2019 and August 5, 2019 and special meeting minutes from June 18 and July 15, 2019.		
Recommended Motion and/or Requested Action: Consider adopting minutes		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

**Town of Garner
Town Council Meeting Minutes
July 1, 2019**

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

CALL MEETING TO ORDER/ROLL CALL

Present: Mayor Ronnie Williams, Council Member Kathy Behringer, Mayor ProTem Ken Marshburn, Council Member Buck Kennedy, Council Member Gra Singleton, and Council Member Elmo Vance

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Royslance-Asst. Town Manager-Operations, Chris Johnson-Town Engineer, Rick Mercier-Communications Manager, Jeff Triezenberg-Planning Director, Allison Jones-Planner, Mike Franks-Budget & Special Projects Manager, William E. Anderson-Town Attorney, Stella Gibson-Town Clerk

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

PLEDGE OF ALLEGIANCE: Mayor Ronnie Williams

INVOCATION: Mayor Ronnie Williams

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Request to add a presentation and an item under new/old business.

Motion: Marshburn
Second: Vance
Vote: 5:0

PRESENTATIONS

Council Member Vance was recognized for his work on the GEDC.

CONSENT

ANX-19-05, Winston Property

Presenter: David Bamford, Planning Services Manager

Contiguous annexation petition submitted by Melody Winston for 4.15 +/- acres located at 704 Maxwell Drive, also identified as Wake County PIN# 1701-44-1775.

Action: Set public hearing for August 5, 2019

ANX-19-06, Blackwell Property

Presenter: David Bamford, Planning Services Manager

Satellite annexation petition submitted by Patricia Blackwell for 2.15 +/- acres located at 2117 Clifford Road, also identified as Wake County PIN# 1629-45-3205.

Action: Set public hearing for August 5, 2019

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Council Meeting Minutes from April 1, April 16 and April 30, 2019 and special meeting minutes from March 20, 2019.

Action: Approve minutes

Final New Rand Road Easement Resolution

Presenter: William E. Anderson, Town Attorney

There have been a handful of situations in which the Town's initial estimate of reasonable compensation has been modified through appraisal and/or negotiation. Attached is a final Resolution which will document the final prices paid for certain easements and/or moneys deposited with the Court for property owners in eminent domain cases.

Action: Adopt Resolution (2019) 2380

Yeargan Property, Garner Road

Presenter: William E. Anderson, Town Attorney

The deed from the Yeargan entities to the Town for the Garner Road Park property included an erroneous description which conveyed a small sliver of land south of Garner Road. That was not the intent. The attached quitclaim Deed releases any claim by the Town to that sliver, and thereby conveys the land back to the Yeargan entities.

Action: Execute quitclaim deed

Development Finance Initiative - Pre-Development Services Contract

Presenter: John Hodges, Asst. Town Manager-Development Services

The School of Government's Development Finance Initiative presented a proposal for pre-development services for the pad located between the new Rec Center and Full Bloom Cafe at the May 28 work session. The contract for services is attached. Staff has answered the questions posed by council members at the work session and feels that we're ready to move forward with engaging DFI. The

Downtown Development Manager requests that the council review and approve the contract and funding so we may begin working with DFI in mid-July.

Action: Approve contract funding to engage DFI to provide pre-development services

Reorganization of Neighborhood Improvement

Presenter: Mike Franks, Budget and Special Projects Manager

Approval of changes required to move the Neighborhood Improvement function to the Planning Department.

Action: Approve position change

Motion: Singleton
Second: Marshburn
Vote: 5:0

PUBLIC HEARINGS

Mr. Anderson explained the procedures to be followed during the hearings and asked Council if there were any reasons that would prevent them from making an impartial decision and to disclose any exparte communications. Hearing none, the Town Clerk administered the Affirmation of Oath to the following: Rick Baker, Bobby Allison, Tony Tate, David Bamford, Jeff Triezenberg, and Allison Jones.

CUD-Z 19-04 / CUP-SP-19-04 Pullen Construction

Presenter: David Bamford, Planning Services Manager

Mayor Williams opened the public hearing and asked Mr. Bamford and Ms. Jones to provide the staff reports.

Conditional rezoning (CUD-Z-19-04) with associated site plan (CUP-SP-19-04) request submitted by Tony Tate Landscape Architecture Associates to rezone 3.63 +/- acres from Mixed Use District 1 Conditional Use (MXD-1 C25) and Heavy Industrial Conditional Use (I-2 C157) to Heavy Industrial Conditional Use (I-2 C217) for Other Office and Storage (including outdoor) use. The site is located at 255 Bricksteel Lane in White Oak Business Park East and may be further identified as Wake County PIN# 1730-31-9072.

Council confirmed the location where outdoor storage is permissible in the vicinity of the site and as well as the location of buffers along the boundary of Camelot. Tony Tate advised additional screening measures are proposed on parcels that abut Camelot.

Mayor Williams closed the public hearing.

Action: Move the Town Council accept staff's statements regarding zoning consistency with the Garner Forward Comprehensive Plan, detailed in Section V of the staff report as our own and therefore move

further the Council adopt Ordinance (2019) 3983 approving rezoning request CUD-Z-19-04 as it is reasonable and in the public interest because it will likely be compatible with the surrounding zoning, provide adequate buffering to adjoining residential uses per the conditions, and allow development that is compatible with the existing uses in White Oak Business Park East.

Motion: Singleton
Second: Marshburn
Vote: 5:0

Action: Move the Town Council accept the staff statements regarding plan consistency in Section VII of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve CUP-SP-19-04, Pullen Construction, with the three standard conditions and three site specific conditions to be listed on the permit that will be prepared by staff.

Motion: Singleton
Second: Marshburn
Vote: 5:0

SUP-SP 19-02, CCAC Building Solutions

Presenter: Alison Jones, Planner II

Mayor Williams opened the public hearing and asked Ms. Jones to present the staff report.

Special use permit application submitted by Timmons Group on behalf of CCAC Investment Properties LLC to develop a 5.78 +/- acre tract for Light Industrial Service - Flex Space use. The site is located at 2000 Waterfield Drive in Greenfield Business Park and may be further identified as Wake County PIN# 1730-12-8487.

Mayor Williams closed the public hearing.

Action: Move the Town Council accept the staff statements regarding plan consistency in Section IV of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve SUP-SP-19-02, CCAC Building Solutions, with the three standard conditions and the four site specific conditions to be listed on the permit that will be prepared by staff.

Motion: Marshburn
Second: Singleton
Vote: 5:0

NEW/OLD BUSINESS

Z-19-03, General Use Rezoning - E. Garner Road

Presenter: David Bamford, Planning Services Manager

General rezoning application submitted by Tommy Kilgore to rezone 4.50 +/- acres from Single-Family Residential (R-40) and Single-Family Residential (R-20) to Manufactured Home Park/Subdivision (RMH) general use. The site is located at 2548 and 2609 E. Garner Road and may be further identified as Wake County PIN(s) 1730-66-8593 and 1730-76-1396.

Rezoning this property to Single-Family Residential (R-40) and Single-Family Residential (R-20) would allow a mobile home park or subdivision. Mr. Kilgore would like to relocate a single-wide manufactured home on the site; it is not his intent to develop a mobile home park or subdivision.

The Council expressed concerns regarding the impacts of future developments allowed in the RMH general use district.

Linda Powell, 2507 E. Garner Road, spoke against the rezoning and voiced concerns that property tax values will drop if the rezoning is allowed. She further noted her opposition to Class C manufactured homes (single-wides) as suitable to the neighborhood. Ms. Powell identified language within the UDO that corresponded to her concern.

Mr. Kilgore stated he has a potential buyer who wants to put a single-wide mobile home on the site. He clarified that he is not asking for a mobile home park and pointed out that there are already several mobile homes in this area. He feels that he is not asking for something that doesn't already exist along Garner Road. There have been mobile homes on the property before when it was zoned in Wake County; and that he wants to be treated the same as neighboring properties. Mr. Kilgore added there are several commercial businesses operating near his property.

Mr. Triezenberg stated there is no current tools in the existing UDO which would allow for a single-wide mobile home in any district per the UDO.

Action: Table this request to allow time for further discussion and consideration of alternate courses of action.

Motion: Singleton
Second: Kennedy
Vote: 5:0

Garner Recreation Center - GPAC Paving Change Order

Presenter: Chris Johnson, Town Engineer

Authorize the Town Manager to execute change order with Pro Construction in an amount not to exceed \$40,000 for 1.5" pavement milling and repaving of the primary travel lanes at the Garner Performing Arts Center due to cracking of the existing pavement.

Council Member Singleton asked why a cap was placed on the change order as costs may rise and this project needed to be done right. Although asphalt in the travel lanes have reached their life expectancy the parking spaces appear to be in good condition.

Action: Council consensus to execute the change order in an amount to be determined by the Town Engineer.

Motion: Marshburn
Second: Singleton
Vote: 5:0

NEW/OLD BUSINESS

Timber Drive Sidewalks - Project Update and SEPI Supplemental #2

Presenter: Chris Johnson, Town Engineer

Mr. Johnson provided a brief project update, as well as a request to obtain authorization for a supplemental agreement with SEPI for environmental work and right of way/easement staking.

The Timber Drive Sidewalks project design is approximately 70% complete and the Town is currently in land acquisition for the necessary construction easements to complete the work. This is a federal LAPP project that has stringent deadlines and special requirements to obtain federal funding. Some additional work related to the environmental documentation is required to address minor riparian buffer encroachments at Mahler's Creek and a tributary of Reedy Branch. The cost for this additional work is \$9,705.

Action: Authorize the Town Manager to execute the supplemental agreement

Motion: Kennedy
Second: Vance
Vote: 5:0

Rec Center Landscape Changes

Presenter: Chris Johnson, Town Engineer

Mr. Johnson presented information regarding the need for additional landscaping work at the Rec Center. The additional work consists of landscaping the steep hill in lieu of sod, installing compost around the playfield, installing bermuda sprigs and 60 days turf maintenance.

Action: Authorize Town Manager to execute change order

Motion: Kennedy
Second: Singleton
Vote: 5:0

COMMITTEE REPORTS

MANAGER REPORTS

- garner info

- Gates open at 5 p.m. for the July 3 celebration
- John Hodges provided an update on the closed sidewalk and power outages that occurred last week at the Aversboro Road and Minglewood project. The sidewalk is temporarily closed due to the construction entrance that allows for heavy equipment access and site development. Closing of the sidewalk was authorized when the project was approved. Site work should be complete in November/December of this year. The power outages experienced last week were due to work being done on the site.
- Candidate filing starts at noon on Friday, July 5 and ends at noon on Friday, July 19.

ATTORNEY REPORTS

COUNCIL REPORTS

Kennedy

- Asked what could be done to keep trucks from parking on the Drury Motel site. The Inspections Department will investigate and reach out to the property owners to see if they could place no trespassing signs on the property.
- The pavement cuts on Aversboro and Vandora needs attention.
- Reported first responders are finding it difficult to locate the entrance to the Bellarose Nursing and Rehab Center because there is no sign. Staff has discussed alternatives for placement of a sign at the road.

Marshburn

- Thanked Mr. Hodges for the quick response re: outage.

Behringer

- Attended the DGA's monthly meeting where they reported that for the first time, all of the available downtown storefronts were filled.
- Confirmed an additional home would be removed as part of the Hwy 50 bridge project.

Vance

- Stated work continues on the bridge project on Hwy 70. Asked if plans for the Jones Sausage Road were being signed/contracts executed. Mr. Hodges responded the notice to proceed was issued and work has begun.

Williams

- Advised the Town had received a request to bring the Vietnam Wall to Garner.

Council Member Singleton had nothing to report.

ADJOURNMENT: 9:54 p.m.

**Town of Garner
Town Council Meeting Minutes
July 16, 2019**

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

CALL MEETING TO ORDER/ROLL CALL

Present: Mayor Ronnie Williams, Council Member Kathy Behringer, Mayor ProTem Ken Marshburn, Council Member Buck Kennedy, Council Member Gra Singleton, and Council Member Elmo Vance

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Roylance-Asst. Town Manager-Operations, Leah Harrison-Asst. Town Engineer, David Beck-Finance Director, Mike McIver-Police Lieutenant, Mari Howe-Downtown Development Manager, Rick Mercier-Communications Manager, Jeff Triezenberg-Planning Director, William E. Anderson-Town Attorney, Stella Gibson-Town Clerk

CALL MEETING TO ORDER/ROLL CALL: Mayor Ronnie Williams

PLEDGE OF ALLEGIANCE: Council Member Elmo Vance

INVOCATION: Council Member Vance

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Mr. Dickerson requested to add a presentation to the agenda and Mr. Anderson requested to add a closed session to discuss litigation and real estate acquisition.

Motion: Marshburn
Second: Singleton
Vote: 5:0

PRESENTATIONS

Mr. Dickerson introduced Leah Harrison, Asst. Town Engineer and David Beck, Finance Director.

CONSENT

2019 Holiday Schedule

Presenter: Rodney Dickerson, Town Manager

The Town offers employee holidays on the same schedule as the State of North Carolina and this Resolution sets those dates.

Action: Adopt Resolution (2019) 2382

Governor's Highway Safety Program (GHSP) Traffic Safety Officer

Presenter: Mike McIver, Police Lieutenant

Resolution to accept GHSP Grant for the first year of a Traffic Safety Officer. This GHSP grant covers first year funding for a Traffic Safety Officer position which is through 85% federal share and 15% local match. Federal funding will be \$113,537 and \$20,036 from our General Fund. The local match was funded in the FY20 budget.

Action: Adopt Resolution (2019) 2383

Town Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Minutes from 5/6, 5/21, 5/28, 6/3, special meeting minutes from 5/7, 5/21, and closed session minutes from 4/1, 5/6, 5/21, and 6/3

Action: Adopt Minutes

Garner Recreation Center - Landscaping Amendment

Presenter: Chris Johnson, Town Engineer

At the July 1 Council Meeting, staff presented an amendment with Norris Landscaping Services for additional work at the Recreation Center. The presentation mistakenly omitted one of the three quotes provided to the Town (composting the playfield), which was a cost of \$16,800. The total amount of work to be added to the landscape contract includes a) landscaping the steep hill in lieu of sod (\$2,422), b) installing compost around the playfield (\$16,800), and c) installing bermuda sprigs and 60 days turf maintenance (\$16,500) for a combined total of \$35,722.

Action: Authorize the Town Manager to execute Contract Amendment No. 1 with Norris Landscaping Services for \$35,722

Timber Drive Sidewalk Connectors Project

Presenter: William E. Anderson, Town Attorney

This updated Resolution reflects a change in ownership for 100 Stowe Place (from Mr. and Ms. Myers to an LLC they created), and changes to the construction plans for 1401 Harth Drive.

Action: Approve Resolution (2019) 2379A

Action: Remove the Garner Recreation Center - Landscaping Amendment item for further discussion.

Motion: Kennedy

Second: Marshburn
Vote: 5:0

Garner Recreation Center - Landscaping Amendment

Council discussed the additional costs of the contract.

Motion: Kennedy
Second: Marshburn
Vote: 5:0

PUBLIC HEARINGS

Z-19-04, Britt Valley Road

Presenter: David Bamford, Planning Services Manager

Scott Ragan is requesting a change in zoning for 5.50 +/- acres from Single-Family Residential (R-20) to Single-Family Residential (R-40) general use. The site is located at 200 Britt Valley Road and can be further identified as Wake County PIN# 1618-08-5863.

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

This rezoning request is to allow the property owner to build a home and a large accessory structure on the property; the accessory structure would exceed 50% of the size of the home.

Council expressed concern that mobile homes would be permissible in the R-40 zoning and asked Mr. Ragan if he would consider changing his request to a conditional use application. This would remove mobile homes from that category and allow Mr. Ragan to build the accessory structure.

Juli Buker expressed concern regarding who would be responsible for paying for repairs on the private road. Ms. Buker was referred to staff for clarification.

Mayor Williams closed the public hearing.

Action: Mr. Ragan to change his request to a conditional use application; forward to the Planning Commission for their August 19, 2019 meeting

NEW/OLD BUSINESS

Z-19-03, General Use Rezoning - 2548 East Garner Road

Presenter: David Bamford, Planning Services Manager

This request is continued from the July 1 meeting in order to allow the applicant sufficient time for further discussion and consideration of alternate courses of action. The applicant has modified this rezoning request from 4.55 acres down to 0.813 acres. Although technically inconsistent with the Garner

Forward Comprehensive Plan, the application may be found consistent with surrounding land uses and existing zoning in the general vicinity.

Linda Powell, 2507 E. Garner Road, stated she was concerned about the possibility of a decrease in property values as well as the impact this would cause to the neighborhood. Brian Grady, who lives adjacent to the property, expressed the same concerns as Ms. Powell.

Mr. Kilgore stated he is only seeking approval for 1 lot and did not intend to place a mobile home park on the property.

Action: Move the Town Council find the rezoning request inconsistent with the Comprehensive Growth Plan due to the perception mobile homes would cause in Garner and the need to protect Garner's reputation and the on-going efforts to protect the tax base of the Town for current and future citizens and therefore, I move further that the Town Council reject the recommendation of the Planning Commission and deny rezoning request number Z-19-03.

Motion: Kennedy
Second: Marshburn
Vote: 4:1

Council Member Gra Singleton supported Mr. Kilgore's rezoning request for the rezoning.

Historic Depot Relocation

Presenter: Rodney Dickerson, Town Manager

Town staff has been meeting with the Garner Area Historical Society in order to plan for the relocation of the Historic Depot to the vacant lot on Pearl Street. A cost estimate, site plan, and sample MOU were drafted for Council review. It is anticipated this project will be done in multiple phases.

Total costs for this phase of the project:

Depot Relocation: \$42,750

Restoration: \$173,500

Site Costs:- \$20,000

Caboose Relocation: \$45,000

Contingency: \$18,750

Total: \$300,000

Garner Area Historical Society will be responsible for:

Interior janitorial services

Exhibit construction and maintenance

Flower beds and plant box plantings and maintenance

The Town will be responsible for:

Maintenance of electrical, water and sewer utility facilities

Fire alarm and suppression system annual inspections

Snow removal from the parking lot and pedestrian walkways, lawn mowing and general landscaping

Maintenance or replacement of sidewalk and parking lot pavement
Structural building maintenance or replacements when funds are available
Disposal of trash from receptacle outside of the building
Replacement of out of reach light bulbs and receptacles, as needed

Council discussed installing curb and gutter and the need for sidewalks in Phase 1 of the project, as this is required of other developers. Council discussed installing a stone or asphalt walkway to keep people out of mud and asked staff to obtain a cost estimate

There is a small strip of property adjacent to Pearl Street owned by the Lions Club that the Town may wish to purchase.

Move the depot and caboose at the same time to avoid moving utilities on different days. The first phase includes small amount of track. The caboose will not be an accessible amenity at this time, more of an eye catcher.

The Town only owns the parking lot in front of the Pearl Street building; Garner Baseball Association owns the rest. The society believes an agreement can be made with them for additional parking.

It is anticipated the NCRR will contribute to the project.

The society would like to see the depot moved by end of year and move into a completed building by the spring of next year.

Minor changes are needed to the agreement and a conditional use rezoning is required.

Amy Griggs and Judy Bass spoke on behalf of the Garner Area Historical Society. Kaye Whaley expressed desire for GAHS to use entire parcel.

Action: Council consensus to obtain updated estimate on current site plan and a cost estimate for on-street parking, curb, gutter and sidewalk along Pearl Street and a revised site plan clearly showing Phase 1 improvements with modifications as discussed.

Lakeside Drive - Traffic Calming and Bicycle Lanes

Presenter: John Hodges, Asst. Town Manager-Development Services

Mr. Hodges provided a report relating to the speeding issues along Lakeside Drive and a proposed solution from the Engineering Department to install pavement striping to provide traffic calming and adding 1.2 miles of bicycle infrastructure on Lakeside Drive. Proposed cost of the project is \$80,110.20.

Action: Approve recommendation and authorize the Town Manager to execute a change order to add striping to the resurfacing contract

Motion: Singleton
Second: Marshburn
Vote: 5:0

COMMITTEE REPORTS

MANAGER REPORTS

- garner info
- Building & Permitting Report
- Capital Project Update
- Mr. Hodges provided an update on the New Bethel bridge. Staff checked with NC DOT and found they awarded the project in 2018 but did not start work due to utility relocation challenges. The contactor for Duke Energy was on-site last week doing preliminary work. The project is moving forward, and an updated construction date will be provided once utility conflicts are worked out.
- Connect Conference – August 15
- Downtown Pop-Up Market – July 28

ATTORNEY REPORTS

COUNCIL REPORTS

Vance

- Asked for a status of the facility naming policy. Mr. Dickerson advised staff is working with the resident who initiated the process of naming a park in remembrance of Council Member Jackie Johns, Sr. This matter will be brought to Council at the August 5 meeting.
- Stated he would like staff to look at the plan for Jones Sausage Road utilities early.

Behringer

- Asked if the Town has a regular schedule for trash pick-up along Garner Road. If not, could we get one. Mr. Dickerson will follow-up.

Singleton

- Thanked staff for successful July 3 event.
- Appreciated the project update report

Kennedy

- Asked who is responsible for repairing the pavement cut on Aversboro Road by the Heather Hills clubhouse (near the pool). Mr. Hodges will follow-up.

Mayor Williams and Mayor ProTem Marshburn had nothing to report.

CLOSED SESSION

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

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

Motion: Singleton
Second: Marshburn
Vote: 5:0

RETURN TO REGULAR SESSION AND ADJOURNMENT: 10:25 p.m.

DRAFT

**Town of Garner
Work Session Minutes
July 30, 2019**

The Council met in Work Session at 6:00 p.m. in the Council Chambers located at 900 7th Avenue.

CALL MEETING TO ORDER/ROLL CALL

Present: Mayor Ronnie Williams, Mayor ProTem Ken Marshburn, Council Member Buck Kennedy, Council Member Gra Singleton, Council Member Kathy Behringer and Council Member Elmo Vance

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager- Development Services, David Beck-Finance Director, Jeff Triezenberg - Planning Director, Chris Johnson-Town Engineer, Rick Mercier – Communications Manager, William E. Anderson- Town Attorney, and Rebecca Schlichter-Deputy Town Clerk

ADOPTION OF AGENDA

Mr. Dickerson requested to add two items to the agenda and move the relocation of Historic Depot to the first item.

Motion: Marshburn
Second: Behringer
Vote: 5:0

REPORTS/DISCUSSION

Relocation of Historic Depot

Presenter: Rodney Dickerson, Town Manager

Mr. Dickerson continued the discussion of site, building usage, cost estimate, reviewed the draft contract (MOU), and logistics of relocating the Historic Depot to the corner of Pearl St. and Main St.

Council consensus to bring the budget, site plan and MOU to the first meeting in September.

Mr. Kennedy requested an updated budget once it has been generated.

Standard Contract Services Templates - Engineering Department

Presenter: Chris Johnson, Town Engineer

Mr. Johnson discussed the draft Town of Garner contract templates for use on future Engineering projects, as well as a draft scope of services template for use on typical street and sidewalk projects.

Contracts prepared:

- Professional Services Contract Template
- Contract Amendment Template
- On-call Master Agreement Template (on-call projects only)
- Statement of Work Template (on-call projects only)
- Scope of Services Template

Council consensus to adopt and make changes as needed on future Council agendas.

White Oak, Hebron Church, Ackerman Roundabout

Presenter: Chris Johnson, Town Engineer

Mr. Johnson provided Town Council with draft LAPP agreement from NCDOT for right of way and construction cost sharing.

Council consensus to place on August 5th consent agenda.

Town Attorney Services

Presenter: William E. Anderson, Attorney

Mr. Anderson discussed the proposed Town Attorney retainer agreement to provide ongoing legal services to the Town.

Council consensus to place on August 5th consent agenda.

Updated Resolution, Timber Drive Sidewalk Connectors

Presenter: William E. Anderson, Town Attorney

This updated Resolution reflects a change to the construction easement at property address 1400 Woods Creek Drive, Garner.

Approval of updated Resolution (2019) 2379B

Motion: Singleton
Second: Marshburn
Vote: 5:0

Ordinance repealing Ordinance No. (2019) 3984

Presenter: William E. Anderson, Town Attorney

Mr. Anderson explained that Ordinance (2019) 3984 was recorded through a scrivener's error and should be declared null and void.

Action: Approve Ordinance (2019) 3986

Motion: Kennedy
Second: Vance
Vote: 5:0

MANAGER REPORTS

COUNCIL REPORTS

Marshburn

- Requested staff investigate length of grass at old rest home on Aversboro
- Requested update on Recreation Center. Mr. Dickerson reported that paving is scheduled for August, punch list in September and waiting on roadwork on Montague and Highway 70
- Asked the current occupancy status of the Kroger store

Behringer

- Reported that she distributed a copy of an email to Council from a resident who is concerned about cutting down the trees on Aversboro, the link has a video about benefits of trees
- Reported 1201 Lakeside Drive has vegetation overgrowth
- Asked for an update for DOT's schedule on fixing the dip on Rohrbaugh bridge

ADJOURNMENT: 7:27 p.m.

Motion: Kennedy
Second: Behringer
Vote: 5:0

**Town of Garner
Town Council Meeting Minutes
August 5, 2019**

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

CALL MEETING TO ORDER/ROLL CALL

Present: Mayor Ronnie Williams, Council Member Kathy Behringer, Mayor ProTem Ken Marshburn, Council Member Buck Kennedy, Council Member Gra Singleton, and Council Member Elmo Vance

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Roylance-Asst. Town Manager-Operations, David Beck-Finance Director, Chris Johnson-Town Engineer, David Bamford-Planning Services Manager, Lauren Long-Planner, Alison Jones-Planner, Rick Mercier-Communications Manager, Jeff Triezenberg-Planning Director, William E. Anderson-Town Attorney, Stella Gibson-Town Clerk

PLEDGE OF ALLEGIANCE: Council Member Kathy Behringer

INVOCATION: Council Member Kathy Behringer invited Elat Rodriguez, Youth Pastor at The Capital Church, to deliver the invocation.

PETITIONS AND COMMENTS

ADOPTION OF AGENDA

Motion: Kennedy
Second: Behringer
Vote 5:0

PRESENTATIONS

CONSENT

Correction to 2020 Holiday Schedule

Presenter: Rodney Dickerson, Town Manager

The 2020 Holiday Schedule included Friday July 3, 2020 as a holiday, which conflicts with the Town's Independence Day Celebration on July 3rd. Staff recommends changing the holiday to Monday July 6, 2020.

Action: Amend the 2020 Holiday Schedule to recognize July 6th as a holiday instead of July 3rd

Council Meeting Minutes

Presenter: Stella Gibson, Town Clerk

Council meeting minutes and closed session minutes from June 18 and June 25, 2019.

Action: Approve minutes

Town Attorney Retainer Agreement

Presenter: William E. Anderson, Town Attorney

The proposed Town Retainer Agreement provides for ongoing legal services to the Town.

Action: Approve Town Attorney Retainer Agreement

Contract for Lobbying Services

Presenter: Rodney Dickerson, Town Manager

The purpose of this Agreement includes representation of the Town regarding issues important to the Town at the North Carolina General Assembly and at other State and local boards and agencies including the Wake County Public School System, NC DOT and the Wake County Commission, developing working relationships with individuals at the North Carolina General Assembly and at other state and local boards and agencies, monitoring the general activities of these agencies, developing a stronger understanding of the manner in which these entities are making decisions, and relaying such information to our Mayor, Town Council, and Town Manager.

Action: Authorize Execution of Contract

White Oak, Hebron Church, Ackerman Roundabout

Presenter: Chris Johnson, Town Engineer

Provided Town Council with a draft LAPP agreement from NCDOT for right of way and construction cost sharing.

Action: Authorize Town Manager to execute the LAPP agreement and submit back to NCDOT for execution.

Ordinance Amending FY2019/2020 Operating Budget

Presenter: David Beck, Finance Director

The Police department was awarded a grant through the Governor's Crime Commission. The grant will be used to purchase mobile field force equipment. The grant does not require a local match.

Action: Adopt Ordinance (2019) 3990

Motion: Singleton
Second: Marshburn

Vote: 5:0

PUBLIC HEARINGS

Annexation 19-05, Winston Property

Presenter: David Bamford, Planning Services Manager

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

This request is for a contiguous annexation petition submitted by Melody Winston for 3.9 +/- acres located at 704 Maxwell Drive, also identified as Wake County PIN# 1701-44-1775.

Mayor Williams closed the public hearing and called for a motion.

Action: Adopt Ordinance (2019) 3987

Motion: Singleton
Second: Marshburn
Vote: 5:0

Annexation 19-06, Blackwell Property

Presenter: David Bamford, Planning Services Manager

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

This request is for a satellite annexation petition submitted by Patricia Blackwell for 2.1 +/- acres located at 2117 Clifford Road, also identified as Wake County PIN# 1629-45-3205.

Action: Adopt Ordinance (2019) 3988

Motion: Marshburn
Second: Singleton
Vote: 5:0

Mr. Anderson explained the procedures to be followed during the following hearings and asked Council if there were any reasons that would prevent them from making an impartial decision and to disclose any ex parte communications. Hearing none, the Town Clerk administered the Affirmation of Oath to the following: Jeff Triezenberg, Chris Johnson, Alison Jones, Lauren Long, David Bamford, Patrick Barbeau, Pamela Porter, Tim Holton, Beth Blackmon, and Jay Colvin.

CUD-Z-19-03, Kennedy Ridge Subdivision/ CUP-SB-19-01 Kennedy Ridge Subdivision

Presenter: David Bamford, Planning Services Manager and Jeff Triezenberg, Planning Director

Mayor Williams opened the hearing and asked Mr. Bamford and Mr. Triezenberg to present the staff reports.

Conditional rezoning (CUD-Z-19-03) with associated site plan (CUP-SB-19-01) request submitted by Dan Ryan Builders to rezone 16.2 +/- acres from Single-Family Residential 40 (R-40) to Multi-Family Residential (MF-1 C216) conditional use and to develop 64 townhome units. The site is located on Creech Road and may be further identified as Wake County PINs# 1711-76-8003 & 1711-75-1835.

Council Member Behringer left the meeting. All votes from here forward will count as a 'yea' vote.

Jay Colvin, 4000 Periwinkle Blue Lane explained the particulars of the project.

These townhomes are owner/occupied and the number of units that can be purchased by investors is restricted. It is anticipated the townhomes will sell in the \$220K-\$240K range.

The following spoke in opposition of the zoning request and voiced concerns regarding traffic, density, buffers, creeks, access to sewer service, quality of materials proposed, and drainage.

Tim Holton, 411 Longview Street
David Watson, 102 Arlene Street
Ezekial Wilson, 808 Creech Road
Kay Woodall, 504 Longview Street
Pastor Luther Brooks, 401 Creech Road

Council also discussed connectivity through Curtiss Drive.

Council asked if the applicant would consider a minimum of hardiplank and masonry on the front facing exterior of the units and vinyl siding only on the end units. Mr.Colvin responded this would be cost prohibitive.

Mayor Williams closed the hearing and called for a motion.

Action: Move the Council find the rezoning request inconsistent with the Garner Forward Comprehensive Plan as it is inconsistent with density and not in the long-term interest for the Town and therefore, move the Town Council reject the recommendation of the Planning Commission and deny rezoning request number CUD-Z-19-03.

Motion: Kennedy
Second: Vance
Vote: 4:1

Due to the denial of zoning request CUD-Z-19-03, it was not necessary to consider CUP-SB-19-01.

SUP-18-05, Holiday Inn

Presenter: Alison Jones, Planner II

Mayor Williams opened the hearing and asked Ms. Jones to provide the staff report.

Special use site plan (SUP-SP-18-05) request submitted by Anh Hospitality, LLC to develop a 5.03 +/- acre tract for hotel/motel use. The site is located at 312 US Highway 70 East and may be further identified as Wake County PIN# 1710-99-1886.

Chandra Banner, 105 Oakton Ridge Place and Jessica Delaney, 135 Brockton Ridge Drive expressed concern regarding traffic, privacy, and property values. Mr. Anderson stated the information provided by Ms. Banner and Ms. Delaney was inadmissible as they were not expert witnesses.

Harold Yale stated the hotel is 5-stories tall, but the property drops off quite a bit from Hwy 70. Most of the building will be hidden by the tree canopy which will provide privacy to the neighbors.

Mayor Williams closed the hearing and called for a motion.

Action: Move the Council accept the staff statements regarding plan consistency in Section IV of the report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve SUP-SP-18-05, Holiday Inn, with the three (3) standard conditions and four (4) site specific conditions to be listed on the permit that will be prepared by staff.

Motion: Marshburn
Second: Vance
Vote: 5:0

CUP-SP-19-03 Tarheel Paper

Presenter: Lauren Long, Planner I

Mayor Williams opened the hearing and asked Ms. Long to provide the staff report.

This conditional use site plan (CUP-SP-19-03) request submitted by Tony M. Tate Landscape Architecture, PA to develop a 4.93 +/- acre site for office / warehouse use. The site is located in White Oak Business Park East at 140 Spaceway Court and may be further identified as Wake County PIN# 1730-31-9476.

Mayor Williams closed the hearing and called for a motion.

Action: Move the Council accept staff statements regarding plan consistency in Section IV of the report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve CUP-SP-19-03, Tarheel Paper, with the three (3) standard conditions and three (3) site-specific conditions to be listed on the permit that will be prepared by staff.

Motion Singleton
Second: Marshburn
Vote: 5:0

NEW/OLD BUSINESS

Facility Naming Request – Rand Mill Park

Presenter: Matt Roylance, Assistant Town Manager – Operations

Mechele Collins submitted a request to rename Rand Mill Park to the Jackie Johns Community Park in honor of former Council Member Jackie Johns who passed away earlier this year. Ms. Collins circulated a petition and collected over 1,000 signatures in support of renaming the park. A cost estimate for the purchase of a new sign will be provided to Council.

Action: Approve renaming Rand Mill Park to the Jackie Johns Community Park

Motion: Singleton
Second: Vance
Vote: 5:0

COMMITTEE REPORTS

Mr. Johnson stated the property owners of 200 Trade Street (Jose and Lettie Banda) own/operate JB Auto Upholstery and are concerned with how dust from the existing street impacts their business and customers. The Banda's approached the Town to discuss the potential of getting Trade Street paved with asphalt. Mr. Banda noted he would be willing to share costs associated with getting Trade Street paved.

The Town is currently under contract with Gelder & Associates, Inc. to resurface 10 streets around Town and paving this street could be added to the current resurfacing scope of work.

This financial arrangement has been discussed with the Banda family and they agree with these terms but have requested the Town's consideration to provide them with 6 months to 1-year to reimburse the Town for their portion of the costs.

Mr. Johnson asked the Public Works Committee to consider adding the paving of Trade Street to the existing resurfacing contract and authorize the Manager to execute a municipal agreement with JB Auto Upholstery. The project will be broken into two sections: The eastern section (overlay existing gravel with 3" asphalt) – 350 LF - \$14,856 and the western section (Overlay 1.25" asphalt) – 275 LF - \$4,752. J&B Auto Upholstery would be responsible for cost sharing 50% of the eastern section cost (\$7,428).

Action: Authorize a change order to add the paving of Trade Street to the existing resurfacing agreement and authorize the Manager to execute a municipal agreement with JB Auto Upholstery.

Motion: Singleton
Second: Marshburn
Vote: 4:1

NC DOT presented the Town with preliminary plans to create a superstreet on Mechanical Blvd. south to

Old Stage Road and asked if the Town would like to consider changing the grass medians to concrete. Council discussed the advantages and disadvantages of changing the medians.

Motion: Staff to negotiate with NCDOT regarding a combination of areas of appropriate width to be grass and those too narrow to be concrete.

Vote: Kennedy
Second: Singleton
Vote: 4:1

MANAGER REPORTS

- garner info
- Building & Permit Report
- Honk, Jr. playing at GPAC on Thursday and Saturday

ATTORNEY REPORTS

COUNCIL REPORTS

Marshburn

- Received a citizen inquiry regarding the time the gates at Lake Benson Park and White Deer Lake were opened.
- Stated the grass at Rand Mill Road park was tall and the equipment needed some attention (refurbishment) as well.

Singleton

- Approved renaming park and asked staff to send out on social media format, paper, etc.
- Underground utilities, turf, and sprinkler system at Town Hall looks nice.
- The type of paint used for striping on the parking lots at Garner and South Garner High Schools needs to change.

Williams

- Congratulated Council Member Kennedy for being the recipient of the James R. Stevens Service to Garner award.

Kennedy

- Asked if there was any progress on the Parks & Rec consultant for the Yeargan property. Mr. Roylance responded staff is ready to come back to Council for a funding source.
- Stated the fencing, re-sodding, and reseeding at Thompson Road Park looks great and expressed appreciation to the Public Works staff.
- Reported the developer of the Hwy 70 industrial park has officially closed on the property with hopes to begin site work in the coming month. The estimated value is \$50 million at build-out and

will add up to 675,000 square feet of industrial space. Extending the sewer line made a significant difference for the project.

- Asked for the Engineering contract template be placed on the next agenda.

Council Members Vance and Singleton had nothing to report.

ADJOURNMENT: 10:11 p.m.

Motion: Kennedy
Second: Singleton
Vote: 5:0

DRAFT

**Town of Garner
Town Council Special Meeting Minutes
June 18, 2019**

The Council met in a special meeting at 10:08 a.m. at the Garner Performing Arts Center located at 742 West Garner Road, Garner, NC.

CALL MEETING TO ORDER/ROLL CALL

Present: Mayor ProTem Ken Marshburn, Council Member Buck Kennedy, Council Member Gra Singleton, Council Member Elmo Vance and Council Member Kathy Behringer

Mayor Ronnie Williams was absent

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Sony Shaw-PRCR Director, Rob Smith-Asst. PRCR Director

Council met with Laura Stroud, McAdams, who reviewed the Parks, Recreation and Cultural Resources Master Plan project process and community engagement efforts.

Council Member Singleton raised a concern about a master plan for the Yeargan property not being included in this initiative. Staff questioned whether this work could be added to the current contract and discussed options to accomplish Council's request.

McAdams confirmed that the draft report and recommendations would be reviewed with both staff and Council before being presented for final approval.

ADJOURNMENT: 12:08 p.m.

Motion: Behringer
Second: Singleton
Vote: 5:0

Town of Garner
Town Council Special Meeting Minutes
July 15, 2019

The Council met in a closed session during the Special Meeting held on July 15, 2019 at 6:00 p.m. in the Council's Conference Room located at 900 7th Avenue, Garner.

Present: Mayor Ronnie Williams, Mayor ProTem Ken Marshburn, Council Member Kathy Behringer, Council Member Buck Kennedy, Council Member Gra Singleton, and Council Member Elmo Vance

Staff Present: Rodney Dickerson-Town Manager

Pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the qualifications, competence, performance, character, fitness or conditions of appointment of an individual public officer or employee".

Return to regular session and adjourn: 9:30 p.m.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Trade Street Paving - Public Private Partnership Agreement (JB Auto Upholstery, LLC)		
Location on Agenda: Consent		
Department: Engineering		
Contact: Chris Johnson		
Presenter: Chris Johnson, PE - Town Engineer		
Brief Summary: To consider approval of draft public/private partnership agreement, and all associated backup documentation, between the Town of Garner and JB Auto Upholstery, LLC for the asphalt paving of Trade Street.		
Recommended Motion and/or Requested Action: Consider approving draft agreement and authorize Town Manager to execute agreement with JB Auto Upholstery.		
Detailed Notes: Staff has developed a draft public/private partnership agreement, including a confession of judgment, to complete asphalt paving along Trade Street as presented at the August 5, 2019 Council Meeting. This agreement matches the terms outlined at the meeting and has been reviewed by the Town Attorney and the members of JB Auto Upholstery, LLC. Following execution of this agreement, the asphalt paving work will be added as a change order to the 2019 Annual Resurfacing Contract with Gelder & Associates.		
Funding Source: Powell Bill Reserve Funds		
Cost: \$25,000	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: Agreement has been reviewed; therefore, I recommend moving forward with this unpaved Town street.		
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:		

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**TRADE STREET PAVING
PUBLIC/PRIVATE PARTNERSHIP PROJECT**

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2019, by and between **THE TOWN OF GARNER**, a municipal corporation existing under the laws of the State of North Carolina (the “Town”), and **JB AUTO UPHOLSTERY, LLC** (“JB Auto Upholstery, LLC”), a North Carolina limited liability company, with an office in Wake County, North Carolina.

W I T N E S S E T H :

WHEREAS, JB Auto Upholstery, LLC owns real property located at 200 Trade Street as shown on the map attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, Trade Street is currently a Town maintained street that is approximately 625 linear feet in length with 275 paved with asphalt and the remaining 350 feet constructed of gravel only; and,

WHEREAS, the Town and JB Auto Upholstery, LLC desire to promote the paving of the gravel portion of Trade Street at the earliest possible moment; and,

WHEREAS, the Town and JB Auto Upholstery, LLC desire to mutually undertake the construction of paving Trade Street as set forth herein below; and,

WHEREAS, the Town has an open contract for the 2019 Annual Resurfacing Contract (ENG 2019-01); and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Right of Entry. No right of way acquisition is required for the project since Trade Street is located within existing public rights of way. However, to ensure adequate access and proper connection of new asphalt paving to the parking lot on 200 Trade Street, it is agreed and understood by JB Auto Upholstery, LLC that the contractor will need to enter the property of 200 Trade Street to complete all paving work along the frontage. JB Auto Upholstery, LLC acknowledges periodic entry within the property to perform the roadway improvements and agrees to allow the Town and/or Town’s Contractor to enter the property as necessary to properly perform the roadway improvements.
2. Construction of the Roadway Improvements. The Town has estimated the work based on unit costs previously obtained through the 2019 Annual Resurfacing Contract (ENG 2019-01). The terms “project cost” and/or “cost of constructing the

Roadway Improvements” shall mean wherever used in this Agreement: all costs associated with paving the existing 20’ wide gravel street cross-section to the end of the street (Section 1) and paving the existing asphalt along the existing paved portion of the street (Section 2) as depicted in Exhibit A attached to this Agreement. The cost of constructing Section 1 of the Roadway Improvements (350 LF) shall be borne fifty percent (50%) by the Town and fifty percent (50%) by JB Auto Upholstery, LLC or its designee. The cost of constructing Section 2 of the Roadway Improvements (275 LF) shall be borne one hundred percent (100%) by the Town.

3. Invoicing and Payment. The contractor shall submit invoices with respect to all construction work to the Town of Garner for approval. Upon approval of the invoice by the Town, the Town shall then transmit payment to the Contractor within thirty (30) days after receipt of an approved invoice for the amount of each invoice so approved. Sole liability for payments to the Contractor shall rest with the Town of Garner.
4. Completion of the Project. The Town and Town’s Contractor shall assert their best efforts to complete the construction of the Roadway Improvements as soon as reasonably and practicably possible. Upon satisfactory completion of the Roadway Improvements, the Town of Garner shall continue to assume responsibility of Trade Street for maintenance purposes. The Town will notify JB Auto Upholstery, LLC when the roadway work has been completed.
5. Reimbursement Payment. The Town of Garner has agreed to make payment in full to the Town’s Contractor to expedite completion of the work under the 2019 Annual Resurfacing Contract. Within one year of final acceptance of the Roadway Improvements by the Town, JB Auto Upholstery, LLC or its designee shall make a lump sum payment to the Town for JB Auto Upholstery, LLC’s portion of the cost of constructing the Roadway Improvements as described in paragraph (2) of this Agreement. Failure to reimburse the Town within one year will be subject to interest at the rate of 6% per annum.
6. Binding Effect. This Agreement shall be binding upon and ensure to the benefit of all parties hereto and their heirs, personal representatives, grantees, successors, and assigns.
7. Choice of Law. All matters relating to this Agreement 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 related to the Agreement shall be Wake County Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
8. Notices. Any notice given pursuant to this Agreement, shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested, and addressed as follows:

If to Town:

Town of Garner
900 7th Avenue
Garner, North Carolina 27529
Attention: Town Manager

And a copy to:

Bill Anderson,
Town Attorney Town of Garner
McDANIEL & ANDERSON, L.L.P.
4942 Windy Hill Drive
Post Office Box 58186
Raleigh, NC 27658

If to JB Auto Upholstery, LLC:

JB Auto Upholstery, LLC
c/o Jose Banda
200 Trade Street, Suite C
Raleigh, NC 27603-4267

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal effective the day and year first above written.

TOWN OF GARNER

Rodney Dickerson, Town Manager

ATTEST:

Stella Gibson, Town Clerk

BY: JB AUTO UPHOLSTERY, LLC, a
North Carolina Limited Liability Company

By:_____
Jose Juan Banda, Member

By:_____
Lettie Banda, Member

EXHIBIT A



Section 2 (West end, 275 LF)

Section 1 (East end, 350 LF)

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

TOWN OF GARNER, A North
Carolina Municipal Corporation,
Plaintiff

v.

JB AUTO UPHOLSTERY, LLC,
Defendant

CONFESSION OF JUDGMENT

The prospective plaintiff is the Town of Garner, a North Carolina Municipal Corporation situated in Wake County, North Carolina.

The prospective defendant is JB Auto Upholstery, LLC a Limited Liability Company doing business in Wake County, North Carolina.

The prospective defendant hereby authorizes the entry of judgment for the sum of \$8,000.00; the prospective defendant agrees that it will become liable to the prospective plaintiff for at least that sum, based on an agreement to reimburse the Town fifty per cent (50%) of the costs of a joint roadway paving project, within twelve (12) months of the completion of the project, and upon failure to pay said sum, authorize the prospective plaintiff to file this Confession of Judgment and seek entry of a Judgment thereon.

This the ____ day of _____, 2019.

JB AUTO UPHOLSTERY. LLC

By: _____
Jose Juan Banda, Member

By: _____
Lettie Banda, Member

NORTH CAROLINA
WAKE COUNTY

Sworn to and subscribed before me, a Notary Public, that Jose Juan Banda, Member and Lettie Banda, member, for JB Auto

Upholstery, LLC, appeared before me this day and first being duly sworn, stated that the matters and things stated in the foregoing document are true and accurate, and that they authorize entry of Judgment if the sum stated therein is not paid in full to the Town of Garner on or the date due and that the said Jose Juan Banda, member and Lettie Banda, Member, did voluntarily sign the aforesaid document in my presence.

This the ____ day of _____, 2019

Notary Public

(Printed name of Notary)

My Commission Expires: _____

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Resolution Declaring Surplus Property		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: This Resolution allows the Public Works department to dispose of Police Department and Streets/Grounds Department vehicles that are no longer in use.		
Recommended Motion and/or Requested Action: Consider adopting Resolution (2019) 2386		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:		
Town Clerk:		

RESOLUTION NO. (2019) 2386

RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS PERSONAL PROPERTY

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

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

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

Asset ID #	Year	Description	Identification
129	2007	Chevrolet Impala	2G1WS55R879273317
165	2010	Ford Crown Victoria	2FABP7BVXAX105790
189	1991	Ford F-350 Crash Truck	1FDKF38M3MNA32218
208	1999	International 4700 Dump Truck	1HTSCABN9XH603333
621	2004	Yamaha Pro Hauler 1000	5Y4JW51YX4A000213

AND BE IT FURTHER RESOLVED by the Garner Town Council that the Town Manager is hereby authorized to dispose of these items in any manner allowed by state statute.

Duly adopted this the 20th day of August 2019.

Ronnie S. Williams, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner

Fixed Asset Record Change Request

Department Police

Division Administration / Patrol

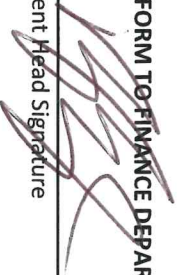
Date 8/7/2019

TOG Asset#	Property Description	Check Appropriate Box Below				Explanation	Current Asset Value
		Surplus	Transfer	Addition	Other		
129	2007 Chevrolet Impala	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement arrived	\$2,800.00
165	2010 Ford Crown Vic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Replacement arrived	\$2,000.00
189	1991 Ford F-350 Crash Truck	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No longer in service	\$4,500.00
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Instructions:

1. List Department and Division Asset is Currently Under.
2. List each item's Asset # and Property Description.
3. Check the Applicable box for Type of Change:
Surplus--Request Item to be Sold or Otherwise Disposed.
Transfer--Request Asset to be Transferred to Different Department/Division.
Addition--Addition of an Asset through Seizure or Donation (should not include purchased assets).
Other--Please include explanation.
4. Under Information, include the following:
Surplus--Reason why Item is Being Surplused (if Vehicle or Equipment, Include Vehicle or Equipment Inspection Form).
Transfer--Indicate Department and Division Property is Being Transferred to.
Addition--Indicate if Item was Donated, Acquired through Seizure, or Other Method.
(If Donated, need documentation supporting valuation of Asset.)
Other--Please include explanation.

RETURN FORM TO FINANCE DEPARTMENT.

Department Head Signature 

Woody Daniel
Department Contact

919.661.6875
Phone Number

Approved for Surplus: (Under \$5,000 Value):

Town Manager

Approved for Surplus: (Council Resolution):

Resolution Date/Number

Town of Garner

Fixed Asset Record Change Request

Date 8/7/2019

Department Public Works

Division Streets / Grounds

TOG Asset#	Property Description	Check Appropriate Box Below				Explanation	Current Asset Value
		Surplus	Transfer	Addition	Other		
208	1999 International 4700 Dump Truck	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New replacement arrived	9,500
621	2004 Yamaha Pro Hauler 1000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	New replacement arrived	2,000
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Instructions:

- List Department and Division Asset is Currently Under.
- List each item's Asset # and Property Description.
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- Under Information, include the following:
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 Transfer--Indicate Department and Division Property is Being Transferred to.
 Addition--Indicate if Item was Donated, Acquired through Seizure, or Other Method.
 (If Donated, need documentation supporting valuation of Asset.)
 Other--Please include explanation.

RETURN FORM TO FINANCE DEPARTMENT.


 Department Head Signature

Woody Daniel
 Department Contact

919.661.6875
 Phone Number

Approved for Surplus: (Under \$5,000 Value): _____ Town Manager

Approved for Surplus: (Council Resolution): _____ Resolution Date/Number

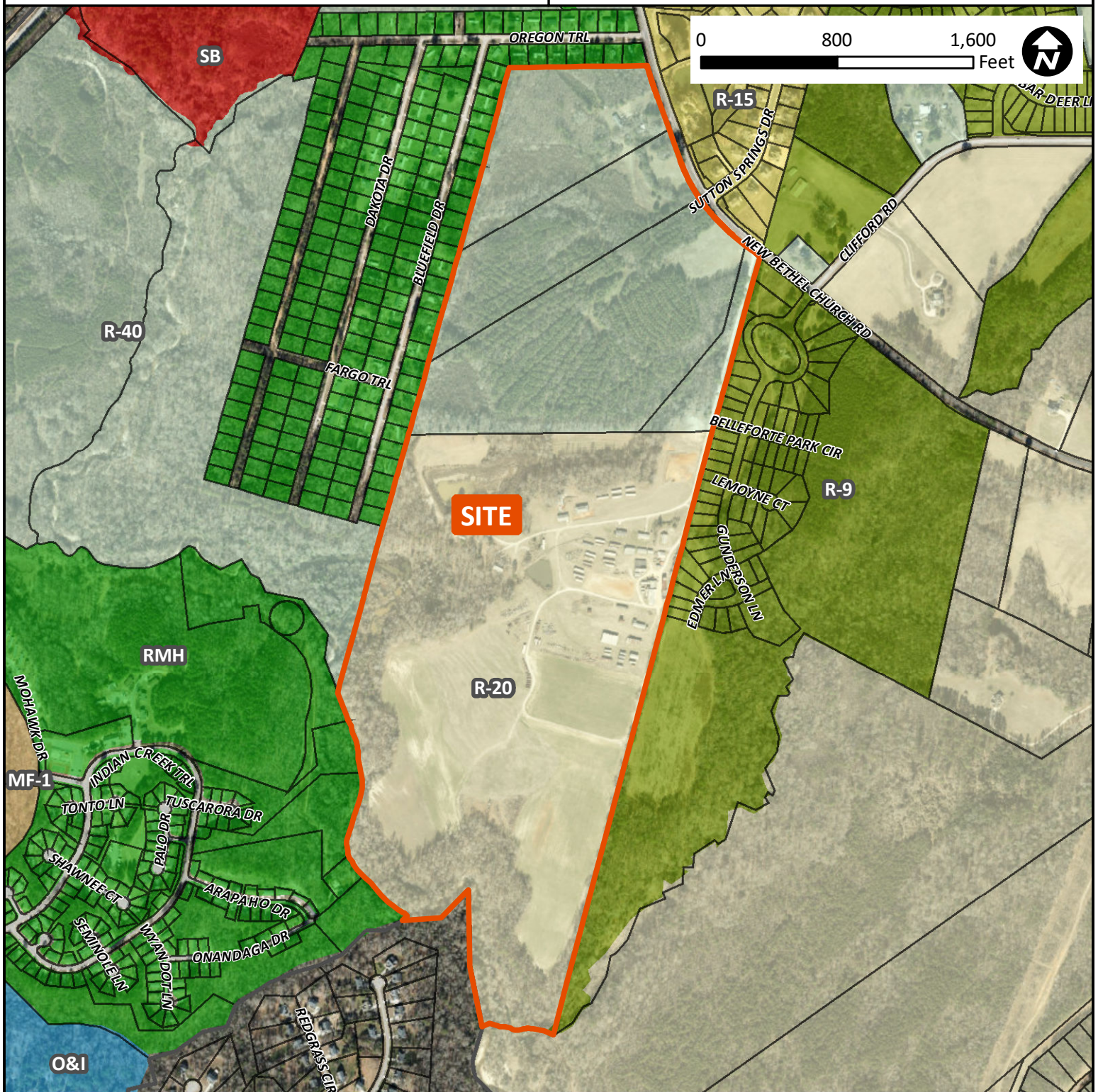
Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: PD-Z-19-03 & PD-MP-19-03, Oak Park West		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: David Bamford, AICP; Planning Services Manager		
Presenter: David Bamford, AICP; Planning Services Manager & Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: Planned Residential conditional use rezoning (PD-Z-19-03) with associated master plan (PD-MP-19-03) request submitted by Royal Oaks to rezone 189 +/- acres from Single-Family Residential (R-40) and Single-Family Residential (R-20) to Planned Residential District conditional use (PRD C8) for 600 units (210 townhomes and 390 single-family) of household living space. The site is located on the southwest side of New Bethel Church Road and may be further identified as Wake County PINs# 1619-84-7756, 1619-84-9320, 1619-93-4708, 1619-93-8515, and 1619-81-5817.		
Recommended Motion and/or Requested Action: Consider adoption of Ordinance (2019) 3991		
Detailed Notes: See attached vicinity map and staff report. A neighborhood meeting was required by ordinance and was held on May 23, 2019. Use restrictions and characteristics are voluntarily offered as zoning conditions. Staff recommends approval of PD-Z-19-03 & finds PD-MP-19-03 in conformity with the UDO.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town of Garner Planning Department

Conditional Use Rezoning PD-Z-19-03 & PD-MP-19-03



Project: Oak Park West
Applicant: Royal Oaks
Owner: Multiple
Location: New Bethel Church Rd.
Pin #: 1619-84-7756, 1619-84-9320
1619-93-4708, 1619-93-8515,
1619-81-5817

Proposed Use: Master Plan Community
Current Zoning: Residential (R-40) & Residential (R-20)
Proposed Zoning: PRD Max Density 3.2 DUA
Acreage: 189.45
Overlay: N/A

Planning Department Staff Report

TO: Mayor and Town Council Members

FROM: Jeff Triezenberg AICP; Planning Director
David Bamford, AICP; Planning Services Manager

SUBJECT: *Conditional Use Rezoning # PD-Z-19-03, and
Conditional Use Subdivision # PD-MP-19-03, Oak Park West*

DATE: August 20 2019

I. PROJECT AT A GLANCE

Project Number(s): PD-Z-19-03, Conditional Use Rezoning
PD-MP-19-03, Planned Development Master Plan

Applicant: Royal Oaks

Owner(s): Charles Bryan, Walter Bryan, Bobby & Margaret Raynor

General Description -

Project Area & Location: 189 +/- acres near the corner of Clifford and New Bethel Church roads, across from Sutton Springs Subdivision

Wake Count PIN(s): 1619-84-7756, 1619-84-9320, 1619-93-4708, 1619-93-8515, 1619-81-5817

Current Zoning: Single-Family Residential (R-40 & R-20)

Requested Zoning: Planned Residential Development (PRD C8)

Proposed Use: Single-Family & townhome planned residential subdivision

Key Meeting Dates -

Planning Commission: July 15, 2019

Public Hearing & Action: August 20, 2019

II. BACKGROUND / REQUEST SUMMARY

This rezoning (PD-Z-19-03) and associated subdivision master plan (PD-MP-19-03) have been submitted for the development of a 600-unit residential subdivision (390 single-family homes and 210 townhomes) at a density of 3.16 units per acre.

The 189-acre site is located on New Bethel Church Road across from Sutton Springs subdivision and directly west of the Oak Park subdivision that is currently under construction.

Approximately 116-acres are zoned Single-Family Residential (R-20) and 73-acres are zoned Single-Family Residential (R-40).

The requested zoning is Planned Residential Development (PRD C8). All planned development districts are conditional use districts.

III. ZONING ANALYSIS

Existing: Approximately 73-acres are zoned **Single-Family Residential (R-40)**. This district allows single-family lots of at least 40,000 square feet (0.91 acres). Under this zoning, the 73-acre rezoning site could accommodate approximately 55 single-family lots (estimate subtracts 20% of the site area for streets and roads, and 10% for open space).

The following is a list of permitted uses in the R-40 District:

- | | |
|---|--|
| 1. Single-family site built and modular homes | 12. Public safety facilities (fire, police, rescue, ambulance) |
| 2. Residential Cluster | 13. Cemetery |
| 3. Manufactured home | 14. Public parks, swimming pools, tennis and golf courses |
| 4. Family Care home | 15. Religious institutions |
| 5. Group care home | 16. Minor utility—elevated water tank |
| 6. Intermediate care home | 17. Solar farms |
| 7. Community center | 18. Telecommunications facility |
| 8. Lodges and fraternal clubs | 19. Other major utility |
| 9. Child day care up to 3 as home occupation | 20. Private golf course or country club |
| 10. Family child day care up to 8 in home | 21. Horse stables |
| 11. School public or private | 22. Bed and breakfast |
| | 23. Agriculture or silvi-culture |

Existing: Approximately 116-acres of the site is **Single-Family Residential (R-20)**. This district allows single-family lots of at least 20,000 square feet (0.45 acres). Under this zoning, the 116-acre rezoning site could accommodate approximately 176 single-family lots (estimate subtracts 20% of the site area for streets and roads, and 10% for open space).

The following is a list of permitted uses in the R-20 District:

- | | |
|---|---------------------------|
| 1. Single-family site built and modular homes | 3. Family Care home |
| 2. Residential Cluster | 4. Group care home |
| | 5. Intermediate care home |

- | | |
|--|---|
| 6. Community center | 12. Public parks, swimming pools, tennis and golf courses |
| 7. Child day care up to 3 as home occupation | 13. Religious institutions |
| 8. Family child day care up to 8 in home | 14. Minor utility—elevated water tank |
| 9. School public or private | 15. Private golf course or country club |
| 10. Public safety facilities (fire, police, rescue, ambulance) | 16. Bed and breakfast |
| 11. Cemetery | 17. Agriculture or silvi-culture |

Proposed: The proposed zoning district is Planned Residential District (PRD C8). This is an option to encourage a mix of housing choices, allowing a density bonus in return for provision of substantial landscaping, screening and buffering. Developments are permissible on tracts of at least 15 contiguous acres.

There are no generally permitted uses within planned districts. All uses are conditional.

The following conditions are proposed:

1. Permitted use table:

Use Category	Specific Use	PRD C8
Household Living	Townhouse	p*
	Single-family	p*

2. Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.
3. The maximum density shall not exceed 3.2 dwelling units per acre without modifications to the Master Plan as outlined in this document, the Oak Park West Design Guidelines & Standards.
4. A deviation of greater than 20% is requested regarding Section 6.12.A single family lot sizes in PRD developments. This section requires sixty percent (60%) of all single-family lots to be at least 12,000 SF and forty percent (40%) meeting a 9,000 SF lot size. 390 single family lots are proposed. A deviation allowing 120 lots or thirty percent (30%) of the single family lots to be 5,520 SF or larger instead of 12,000 SF is proposed, a fifty-four percent (54%) reduction in size and 270 lots or seventy percent (70%) of single family lots to be 4,830 SF or larger instead of 9,000 SF, an approximate forty-six percent (46%) reduction. Having smaller lots reduces the required yard maintenance by homeowners and preserves greater recreation and usable open space areas and common space areas. Increased safety of residents and encouraging interactions between neighbors builds a tighter knit community.

5. A deviation of greater than 20% is requested for Section 6.12.A building setbacks for a PRD development. Lot setbacks are outlined to follow the requirements for the R-12 zoning district. R-12 setbacks are as follows: Front-30', Rear-20', Side 6' minimum, 15' combined minimum, Corner Side-20'. Proposed setbacks for the detached single-family lots are as follows: Front-20' (a 33% reduction), Rear-20', Side 5' (a 33% reduction), Corner Side-12' (a 40% reduction). For the attached townhomes, lot setbacks are as follows: Front-35', Rear-25', Side-15', Corner Side-25'. Proposed setbacks are as follows: Front-20' (a 43% reduction), Rear-20' (a 20% reduction), Side 10' (a 33% reduction), Corner Side-10' (a 60% reduction). In addition, the attached townhomes shall not comply with the building triangulation method found in Section 6.10.E. A safer, more secure environment and better communications between neighbors is a benefit of utilizing reduced building setbacks.
6. A deviation of greater than 20% is requested for Section 8.2.K.8. where two streets may not intersect on the same side of another street at a distance of less than 400 feet. A deviation allowing a reduction in the separation of intersections of up to 32% less than the 400 feet required.
7. The community pool shall be a minimum of 4,000 square feet and the clubhouse shall be a minimum of 1,800 square feet under roof.
8. Townhomes shall have at least a one-car garage. All single-family homes shall have a at least a two-car garage.
9. All housing types shall have a minimum .045 gauge vinyl siding with at least one brick, board & batten, or stone accent. Product C shall have a masonry accent along with an additional board & batten or shake accent. Product A shall have a minimum of 35 SF of accent, Product B shall have a minimum of 100 SF of accent and Product C shall have a minimum of 125 SF of accent.
10. Garage doors for townhomes shall have carriage door hardware or windows. All garage doors for the single-family homes shall have carriage door hardware and windows.
11. Townhomes shall be slab on grade with treatments such as paint, brick or stone to cover exposed concrete on the front and sides. Product B shall be slab on grade turned down with 18" wainscot brick or stone on the front, sides shall be scratch mortar and paint to match siding. Product C shall be slab on grade turned down or crawl space with brick or stone on front and sides.
12. All eaves and rakes shall be 12" minimum on front, rear, and sides. Dormers and gables shall have 8" minimum eaves. All housing types shall have 30-year architectural shingles with multiple roof breaks.
13. All townhomes and single-family homes shall have at least one window on each side elevation.

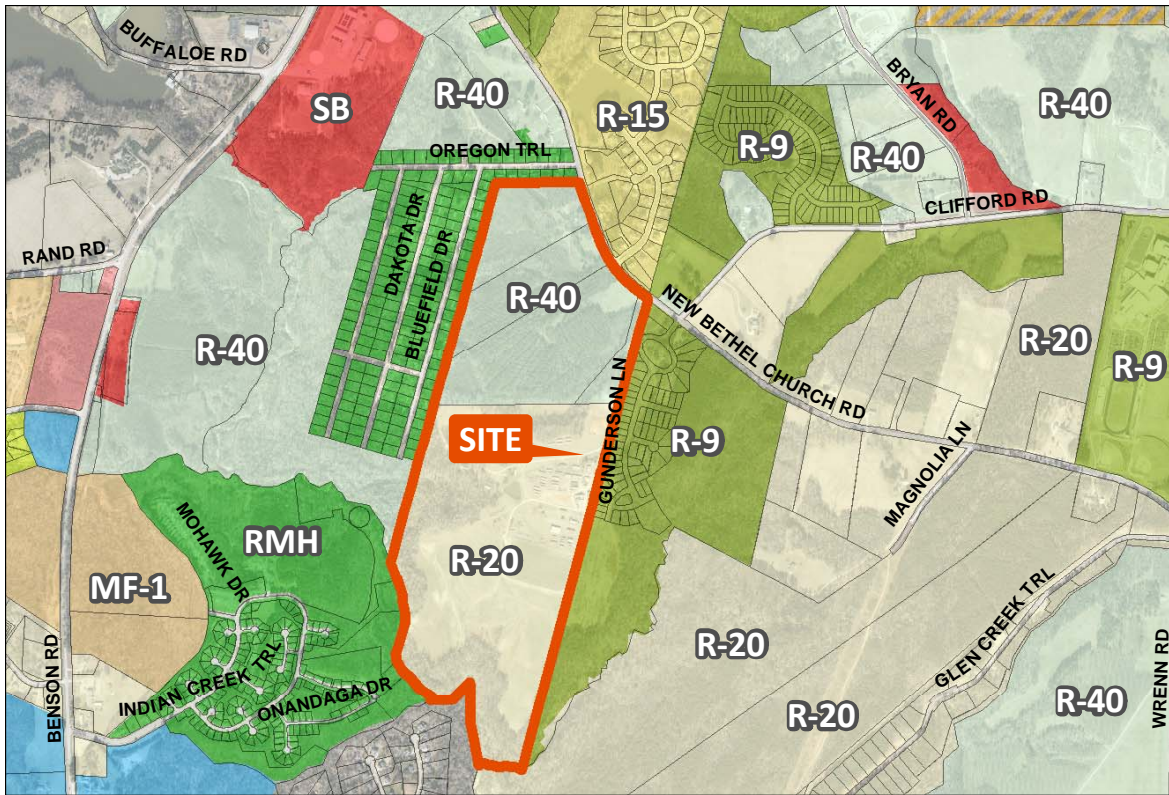
14. Townhome corner street side elevations shall have a minimum of two different siding materials. The two siding materials shall be separated by a skirt board.
15. A front porch or covered stoop is required on all housing types, minimum 4' x 6' or 24 square feet. Posts and columns shall be 6" minimum width/diameter and painted or stained to match trim color.
16. The recreational & useable open space located between the townhomes and the single-family homes in Phase 1 shall have hardscape, enhanced landscaping and sidepaths. Two recreational & useable open space areas located in Phase 2 shall each have 2 park benches, hardscape and enhanced landscaping. Remaining recreational & useable open space shall have trails to connect open space areas together and provide enjoyment of the natural environment.

Overlays: The site is located within the **Swift Creek Conservation Overlay District**. The overlay district provides regulations to protect water quality in this watershed by requiring limits on the amount of impervious surface areas permissible for new residential and non-residential development. Development within this overlay must comply with the following:

- New single family detached residential subdivision development projects shall be limited to a maximum of 30% total impervious surface area;
- New multi-family residential development projects defined to include townhomes, condominiums, apartments, or other attached multi-family housing units as determined by the Planning Director, shall be limited to a maximum of 50% total impervious surface area; and
- New non-residential development projects shall be limited to a maximum of 70% of total of impervious surface area.

Adjacent Zoning and Land Use:

North:	Single-Family Residential (R-15 C144)	Single-Family / Sutton Springs
South:	Wake County R-30 / Residential Mobile Home (RMH)	Single-Family / Indian Creek / Southern Trace
East:	Single-Family Residential (R-9 C180)	Single-Family / Oak Park
West:	Residential Mobile Home (RMH)	Single-Family / Mobile Hill Estates



Zoning History: The Planning Department's rezoning database contains the following rezoning cases in the vicinity of this property:

Case	Applicant	Location	Zoning Change
CUD Z-87-04	Curtis Dail and Harold Bagwell	Centennial Park site	NB* to SB C-7
CUD Z-91-05	Wade & Dora Bryan	Bryan Road and Clifford Rd	R-40 to SB C-36 and NB
CUD Z-93-04	Henry A. Thompson	New Bethel Church Road	R-40 to R-5 C-44
CUD Z-03-02	Henry A. Thompson	New Bethel Church Road	R-40 to R-5 C-119
CUD Z-04-02	Horace Tart	Glens at Bethel	R-40 to R-9 C-124
CUD Z-04-03	Town of Garner	Centennial Park	SB C-7 to R-12 C-125
CUD Z-06-01	Glennjan, LLC	Ackerman Rd	R-40 to R-12 C-135
CUD Z-06-10	Matthew Sutton	Sutton Springs	R-40 to R-15 C-144
CUD Z 10-01	Capital Bank	Sutton Springs	R-15 C144 to R-15 C-159 (DENIED)
CUD Z-12-02	Sheetz, Inc.	NC 50 & New Bethel Church Road	R-40 to CR C-163 (DENIED)

CUD Z-13-06	Wake County Board of Education	H8 South Garner High School	Wake County R-30 to R-9 C-170
CUD Z-15-06	Phyllis King	Oak Park	R-40 to R-9 C-180
CUD Z 16-08	Martha Bagley	Clifford Grove	R-40 to R-9 C-188
CUD-Z-17-02	Paul & Lois Bryan	Next to Clifford Grove	R-40 to R-9 C195
CUD-Z-17-03	Peggy Tingen / Lorraine Bryan	Next to Clifford Grove	R-40 to R-9 C196
CUD-Z-18-05	KB Homes	Harper's Landing	R-20 to R-9 C204

IV. COMMUNITY INFORMATION

Overall Neighborhood Character: This area of the community consists of a mixture of vacant tracts, agricultural uses, and single-family neighborhoods. Since 2015 this area has been transitioning from low-density rural agriculture to urban developments and densities. The driving-force for these development pressures was both the development of South Garner High and Bryan Road Elementary schools; road improvements (Bryan Road paved) and utilities were extended to serve this area. Several projects have been approved in this area over the last 4 years including:

- Oak Park – 212 lots
- Clifford Grove / Tingen / Bryan – 174 lots
- Country Walk ("Ridgemoor") – 337 lots
- Rhora – 106 lots
- Harper's Landing – 87 lots

Traffic: The NCDOT average daily traffic counts along New Bethel Church, Hebron Church and Clifford roads during the period from 2007 through 2015 did not exceed 3,700 vehicles per day. 2017 counts along these roads were not reported.

A Traffic Impact Analysis was required by the Town and NCDOT. NCDOT's Congestion Management Unit found the following improvements necessary to existing roadways in the area:

- Addition of a 100-foot dedicated right turn lane on New Bethel Church Road into the site drive opposite Sutton Springs Road.
- Striping of a 50-foot dedicated left turn lane on New Bethel Church Road into the site drive opposite Sutton Springs Road.

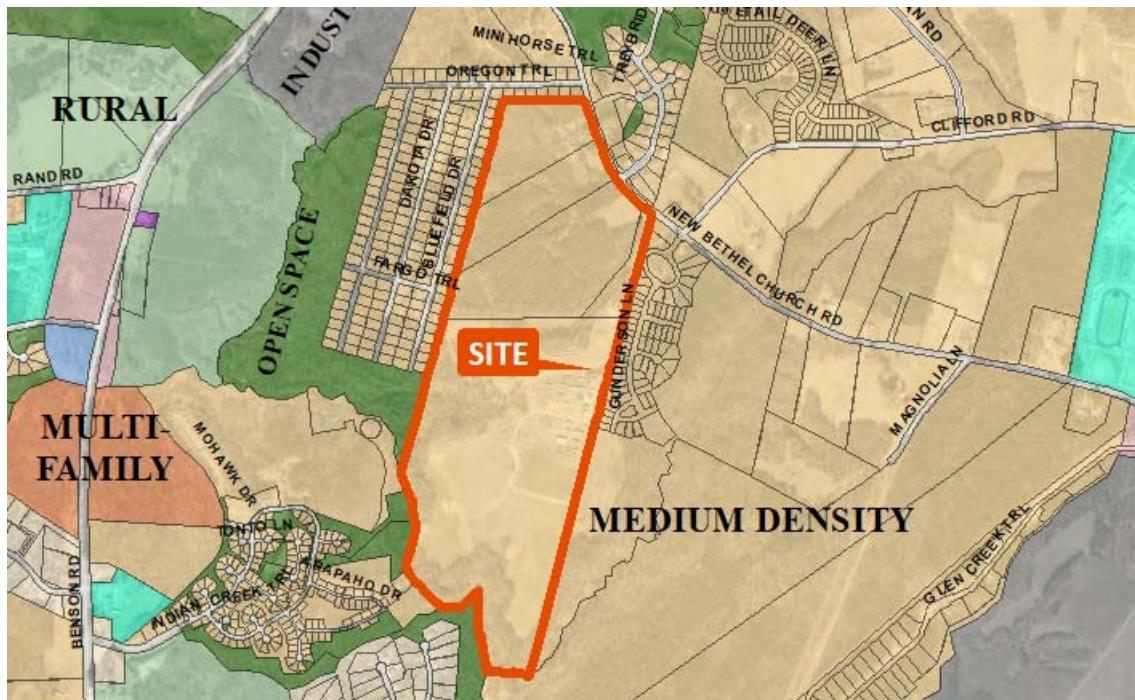
Neighborhood Meeting: A neighborhood meeting was held on May 23, 2019 with approximately 11 neighbors in attendance. The summary notes are attached. Some of the questions raised by the neighbors included: traffic, project setbacks, impact to taxes, snow removal, road improvements, construction schedule, amenities, and the bridge replacement on New Bethel Church Road.

V. ANALYSIS AND STATEMENT OF ZONING CONSISTENCY WITH THE COMPREHENSIVE PLAN

2018 Garner Forward Plan: In addition to land use, the 2018 *Garner Forward Comprehensive Plan* also provides guidance on keeping the Town's character, living spaces, working places, recreation opportunities and transportation. Applicable sections are analyzed in the following paragraphs.

Land Use:

On the following Future Land Use map, this site is designated as **Medium-Density Residential (MDR)**. The predominant designation in this area is also MDR. The **Medium-Density Residential** land use category includes single-family, duplex, triplex, quadplex, and townhome-style residences with no less than two and a half (2.5) nor more than five (5) units per acre. Medium-Density Residential structures may also include auxiliary units detached from the primary house. The MDR district encourages context sensitive residential uses that preserve and enhance the culture of adjacent residential communities.



Living Spaces:

The **Housing and Living Arrangements** guiding principles and recommendations are highlighted below. Staff has identified those principles and recommendations that the proposed development supports.

Guiding Principles:		Plan Applicability
	Attract young and old populations	Yes
	Use design and location to create good multi-family places	n/a
	Refocus on our centers, including downtown and North Garner	n/a
	Anticipate redevelopment surge	Yes

Recommendations:		Plan Applicability
	Improve design outcomes with form-based code	n/a
	Establish community forums	n/a
	Promote multi-family housing in select areas	n/a
	Preserve and protect Garner's existing housing stock	Yes
	Affordable housing (Townhome option)	Yes

Zoning Consistency Statement: The requested rezoning from Single-Family Residential (R-40) and Single-Family Residential (R-20) to Planned Residential District (PRD C8) is consistent with the 2018 *Garner Forward Comprehensive Plan's* guiding principles and recommendations of the living spaces section of the plan as well as being consistent with the range of recommended density for medium-density residential land use.

VI. SUBDIVISION PROJECT DATA

Acreage: 189.34 acres

Number of Lots: 600 planned – 675 max with administrative modification



Minimum Lot Size:	Townhouse "A":	2,200 square feet
	Single-Family Detached "B":	4,850 square feet
	Single-Family Detached "C":	5,520 square feet
Setbacks:	Perimeter of Development:	25'
	Townhouse "A":	Front – 20'
		Rear – 20'
		Side – 10' (20' bldg. separation)
		Corner Side – 10'
	Single-Family Detached "B":	Front – 20'
		Rear – 20'
		Side* – 5'
		Corner Side – 12'
	Single-Family Detached "C":	Front – 20'
		Rear – 20'
		Side* – 5'
		Corner Side – 12'

** Interior side setback distance less than 10 feet requires a 5-foot property maintenance easement be provided on the adjoining lot and recorded on the final subdivision plat.*

Landscape and Buffer Requirements:	The plan as proposed meets the requirements of the Landscape Ordinance.	
	<ul style="list-style-type: none"> • Tree Cover: Requirement of 12% is met with proposed plant material. • Perimeter Buffers: The only required perimeter buffer is between the proposed townhouses and the adjacent existing single-family development to the west. This 35' buffer will be met with a combination of existing vegetation and supplemental plantings as needed. • Street Buffers: No street buffer is required along New Bethel Church Road; however, the developer has offered a minimum 25' enhanced street buffer. • Street Trees: Provided every 40' on average along New Bethel Church Road and along all proposed subdivision streets. 	

Parks and Open Space:

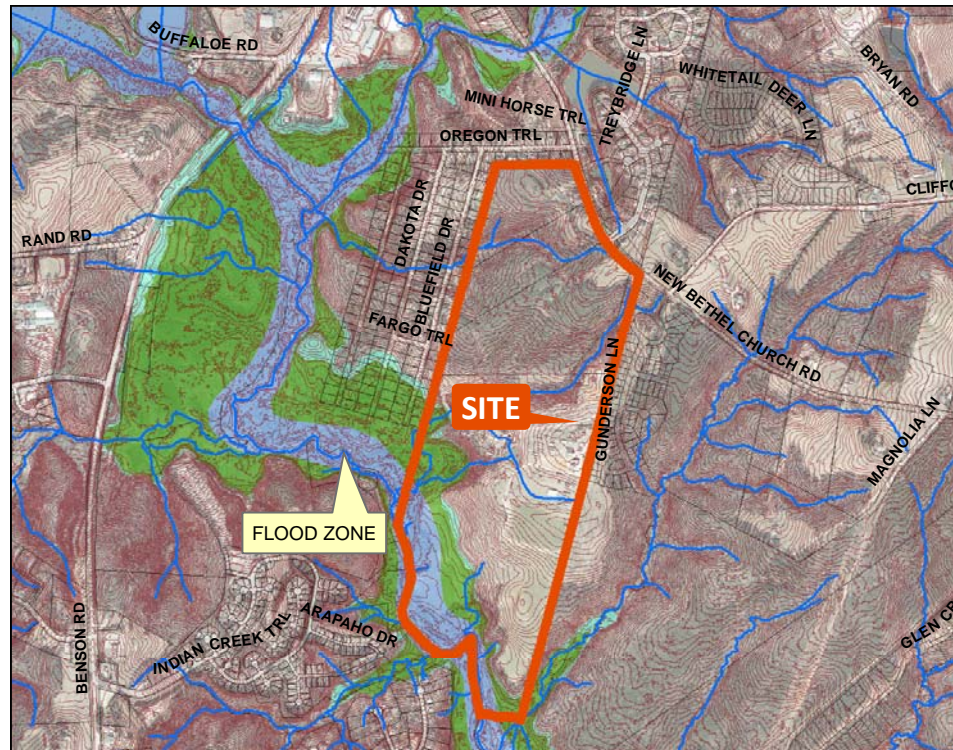
Open Space –

- Required: 25% (47.34 acres)
- Proposed: 37.49% (70.98 acres)

All open space to be owned and maintained by the homeowner's association for the subdivision.

Environmental Features:

The southern portion of the site is within a FEMA designated floodplain. The site is also impacted by a riparian buffer along a pond and stream running roughly through the middle of the site.



Fire Protection:

The Inspections Department has reviewed the plan for fire protection and given their approval.

Lighting:

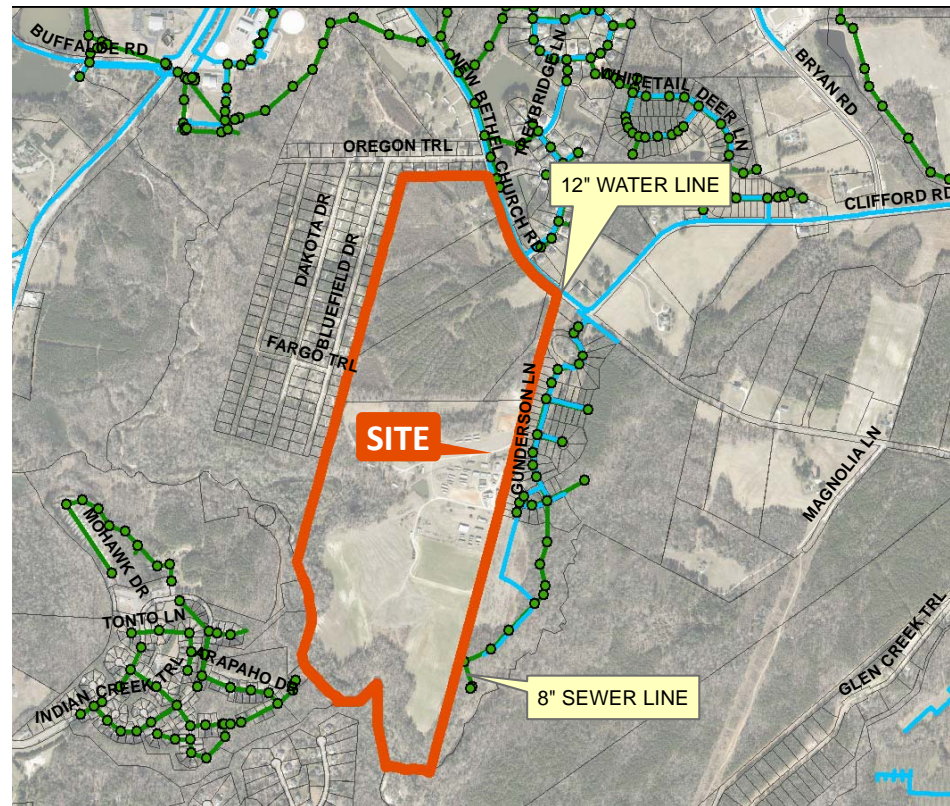
Street lighting and lighting for common parking areas will be reviewed during the subsequent preliminary plats and/or site plans for approval.

Infrastructure:

Stormwater Management – This site is located within the Swift Creek Conservation Overlay District, which established maximum impervious surface coverage on new development. The site is also subject to water quality requirements for nitrogen and water quantity requirements for the 1, 10, and 25-year storm events. While the portion of the site draining directly to the Swift Creek floodplain will not be controlled, per Town of Garner guidelines, a dry detention pond will be utilized to

control runoff from other areas of the site and to provide nitrogen export reduction. Stormwater calculations must be finalized and approved by the Engineering Department prior to approval by the Town Council.

Water/Sewer – The site will be served by City of Raleigh water and sewer infrastructure.



Transportation/Access – The site has approximately 1,335 feet of road frontage along New Bethel Church Road. This road is a 22-foot wide NCDOT-maintained facility (SR 2703) within a 60-foot right of way. This road lacks curb and gutter and sidewalks. There is one (1) proposed access point from New Bethel Road directly opposite Sutton Springs Drive. The site also features three (3) additional access points from the Oak Park Subdivision to the east which is currently under construction. Plans will improve New Bethel Church Road with curb, gutter and sidewalk along the frontage of the property.

VII. SITE PLAN CONFORMITY WITH ADOPTED TOWN PLANS AND POLICIES

2018 Garner Forward Transportation Plan:

The 2018 Garner Forward Transportation Plan does not have any updated recommendations for New Bethel Church Road; therefore, the 2010 Garner Transportation Plan is referenced, which recommends New Bethel Road as a 3-lane minor thoroughfare. The 2018 Garner Forward Transportation Plan does recommend a public greenway along Swift Creek. With the proposed improvements along the frontage of New Bethel Road and the incorporation of the public greenway, this project, as proposed, may be found to be in conformity with the 2018 Garner Forward Transportation Plan.

Parks & Recreation, Open Space & Greenways Master Plan:

A review of the Parks and Recreation, Open Space and Greenways Master Plan revealed no additional recommendations in the project area; therefore, with the inclusion of the proposed public greenway, this project may be found to be in conformity with the Parks & Recreation, Open Space & Greenways Master Plan.

Unified Development Ordinance Regulations:

After sufficient review and plan revisions, staff finds that this project, as now proposed, conforms to the regulations of the Unified Development Ordinance so long as the following project specific conditions are met:

1. Prior to preliminary plat approval, a lighting plan shall be approved by the Technical Review Committee;
2. Prior to receipt of approved plans, Engineering Department inspection fees must be paid to the Town of Garner;
3. Prior to recordation of the first final plat:
 - a. a voluntary annexation petition for the for the entire project site shall be filed with the Garner Planning Department;
 - b. documents establishing a Homeowner's Association and restrictive covenants shall be submitted to the Garner Planning Director for review; and
 - c. a Development Agreement for fee-in-lieu of street improvements agreed upon as a result of the development's TIA shall be submitted by the developer, including payment, and accepted by the Town;
4. Following the recordation of the first final plat, the Neighborhood Recreation Amenity Area shall be completed within 18 months;
5. Prior to issuance of the first building permit:
 - a. all applicable water and sewer fees must be paid to the City of Raleigh Public Utilities Department; and

- b. the Stormwater Program Administrator shall be in receipt of proof of payment for the required nitrogen offset payment to an approved mitigation bank;
- 6. Prior to the issuance of each building permit, any outstanding fee-in-lieu of park land dedication following dedication of the public greenway easements shall be paid to the Town of Garner;
- 7. Prior to the recording of each phase, improvements to each recreational and useable open space in the preceding phase shall be complete; and prior to the issuance of the first certificate of occupancy in the final phase (Phase 3), improvements to each recreational and useable open space in said final phase shall be complete;
- 8. Prior to the issuance of the 60th certificate of occupancy in Phase 3, construction of the Public Greenway shall be completed;
- 9. The developer shall be responsible for all roadway improvements required by NCDOT.

VIII. PLANNING COMMISSION NOTES AND RECOMMENDATION

The Planning Commission reviewed this request at their July 15, 2019 meeting. With a unanimous vote, the Planning Commission confirmed staff's findings in Section VII that PD-MP-19-03, Oak Park West, is in conformity with adopted town plans and policies, and further accepted the staff's statements regarding zoning consistency with the Garner Forward Comprehensive Plan, being detailed in Section V of this report, as their own, and recommended approval of PD-Z-19-03 to the Town Council.

Staff recommendations for rezoning request (PD-Z-19-03) and master plan (PD-MP-19-03) conformity are highlighted in the motion worksheets on the following pages.

PD Z 19-03 – Oak Park West

Rezoning Motion Worksheet

Choose one (1) of the following three (3) options: *(staff recommendation is highlighted below)*
If not accepting staff recommendation, please select your own finding from below options.

1. Find **Consistent** with the Comprehensive Plan and **Approve**:
 2. Find **Inconsistent** with the Comprehensive Plan and **Deny**:
 3. Find **Inconsistent** with the Comprehensive Plan and **Approve**:
-

Please find the correlating motion option below to make your motion (number 1, 2 or 3):

1. Find Consistent with the Comprehensive Plan and Approve:

"I move that the Town Council accept staff's statements regarding zoning consistency with the Garner Forward Comprehensive Plan, detailed in Section V of the staff report, as our own; and I therefore move further that the Town Council adopt Ordinance No. **(2019) 0000** approving rezoning request PD-Z-19-03 as it is reasonable and in the public interest because it will likely select as many reasons as appropriate from below list or provide your own reasoning."

- ☐ Allow household living and supporting day care uses that are attractive to younger families with children as well as older residents looking to maintain private but smaller outdoor spaces.
- ☐ Allow adequate buffers and usable open spaces that help to preserve and protect adjacent housing stock.
- ☐ Allow the development of an appropriate density of housing in the area in which it is located.
- ☐ Provide your own reason: _____

2. Find Inconsistent with the Comprehensive Plan and Deny:

"I move that the Town Council find the rezoning request inconsistent with the Garner Forward Comprehensive Plan for the following reason(s): provide your reasoning and therefore, I move further that the Town Council reject the recommendation of the Planning Commission and deny rezoning request number PD-Z-19-03."

3. Find Inconsistent with the Comprehensive Plan and Approve:

"I move that the Town Council find that although the rezoning request is inconsistent with the Garner Forward Comprehensive Plan, detailed in Section V of the staff report, it is reasonable and in the public interest because it will likely select as many reasons as appropriate from below list or provide your own reasoning

- ☐ Allow the development of an appropriate density of housing in the area in which it is located
- ☐ Allow household living and supporting day care uses that are attractive to younger families with children as well as older residents looking to maintain private but smaller outdoor spaces
- ☐ Allow and use design and location to create good multi-family places in appropriate areas of Town
- ☐ Provide your own reason: _____

and therefore, I move further that the Town Council adopt Ordinance No. (2019) 0000 approving rezoning request number PD-Z-19-03.

PD-MP-19-03 Oak Park West

Conditional Use Permit Motion Worksheet

Choose one (1) of the following two (2) options: *(staff recommendation is highlighted below)* *If not accepting staff recommendation, please select your own finding from below options.*

1. Find Consistent with the plans and Approve:

2. Find Inconsistent with the plans and Deny:

Please find the correlating motion option below to make your motion (number 1 or 2):

1. Find Consistent with the plans and Approve:

"I move that the Council accept the staff statements regarding plan consistency in Section VII of this report as our own and find the application meets the 10 permit criteria in Section 3.14.D. and therefore approve PD-MP-19-03, Oak Park West with the three standard conditions and 10 site-specific conditions to be listed on the permit that will be prepared by Staff."

Optional (conditions – mark, fill in and read all that applies): ...and including the following reasonable conditions necessary to address the impacts of the proposed development on:

_____ adjoining property,

_____ the existing natural and man-made features of the site,

_____ off-site and on-site traffic flow,

_____ public utilities,

_____ such other public services or goals of the Comprehensive Growth Plan or the Transportation Plan that may be negatively impacted by the proposed development (*enumerate plan services/goals*):

Condition #1:

Condition #2:

Condition #3, (etc.):

2. Find Inconsistent with the Comprehensive Plan and Deny:

"I move that the Council find the application does not meet one or more of the criteria in Section 3.14.D. for granting a special use permit,

(Check and read all that apply – include stated reason/evidence)

1. The proposed use will endanger the public health or safety
because/as evidenced by _____;
2. The proposed use will substantially injure the value of adjoining or abutting property;
because/as evidenced by _____;
3. The proposed use does not comply with all applicable provisions of this UDO;
because/as evidenced by _____;
4. If completed as proposed, the development will not comply with all requirements of this section;
because/as evidenced by _____;
5. The proposed use will not be compatible with the proximate area in which it is to be located;
because/as evidenced by _____;
6. The proposed use is inconsistent with the Transportation Plan, other relevant adopted plans and policies, and the stated purpose and intent of this UDO (the fact that the use is permitted under certain circumstances in the zoning district creates a rebuttable presumption that the proposed use is in harmony with the intent of the UDO as relates to the general zoning plan);
because/as evidenced by _____;
7. The proposed use is incompatible with adjacent uses in terms of building scale, site design, buffering and screening, operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
because/as evidenced by _____;

8. Any significant adverse impacts resulting from the use will not be mitigated or offset, including impacts on the natural environment;
because/as evidenced by _____;
9. The public safety, transportation and utility facilities and services will not be available to serve the subject property while maintaining sufficient levels of service for existing development;
because/as evidenced by _____;
10. Adequate assurances of continuing maintenance have not been provided;
because/as evidenced by _____;

and therefore, deny master plan Oak Park West – PD-MP-19-03.

Meeting Sign-in Sheet

Project:	Oak Park West	Meeting Date:	May 23, 2019 at 7 PM
Faciliator:	Royal Oaks, a Division of Mattamy Homes	Place/ Room:	First Baptist Church of Garner located at 601 St Marys Street, Garner, NC 27529

Name	Address	Phone	Email
Jim & Margie Kirby	109 OREGON TR. GARNER NC	919-348-1339	
David Puluso	151 Byefield Dr	919-796-4038	Dpuluso@gmail.com
John & Janet Chanice	196 Gunderson Ln.	984-200-7470	Jac006@optonline.net
Kevin & Laune Kanny	108 Edmer La.	919-757-5783	spikerkev@nc.rr.com
Dan & Jennifer Demboski	152 Gunderson	704-477-8458	
ROSANNA SUEPO	192 Gunderson LN	857-334-0318	R Suepo374@gmail.com
Charles & Bryan	1405 New Bethel Ch Rd.	919-815-6415	
Dr. Raynor	PO Box 365 Garner, NC 27529		
Henry Thompson	1202 New Bethel Church Road	919-773-9706	
Beth Blackmon	919-866-4509		beth.blackmon@timmons.com
Savannah Langkamp	919-866-4506		savannah.langkamp@timmons.com
Rob Bailey	919-235-2964		Rob.Bailey@MattamyCorp.com
Bruce Herbert	919-819-2692		Bruce.Herbert@MattamyCorp.com
Keith Roberts	919-866-4940		Keith.Roberts@timmons.com

Summary of Discussion From the Neighborhood Meeting			
Project:	Oak Park West	Meeting Date:	Thursday, May 23, 2019
Applicant:	Royal Oaks	Place/ Room:	First Baptist Church/ 601 St Mary's St Garner
Contact Information:	Jim Chandler/ jim.chandler@timmons.com/ 919.866-4507	Time:	7:00 PM

Meeting started with an overview of the project and a summary of what different types of zoning classifications there are & an explanation of lot size, sizes of existing single family lots & townhomes along with explanation of location of each. Briefly discussed amenities and greenway/walking paths and road improvements. Attendies varied but seemed to be mostly Oak Park and Mobile Hill Estates residents. Approval process & remaining steps were discussed (review, planning commission, town council).

Summary of questions/ comments and responses from the neighborhood meeting:

Questions/ Concern #1: (Mobile Hill Estates Resident) Will the property setback come up to my property line?

Applicant Response: As of now, no. We are planning on leaving a buffer but they are allowed to back up to other properties. Trees 4" DBH or greater will remain in current proposed buffer.

Questions/ Concern #2: How will traffic compensate for the large increase in workers in the area (rush hour)?

Applicant Response: Clarified that we are proposing 600 max units even though there are 1100 allowed. 540 Interchange being built S of NBCR (2024/25) and connect to Hwy 70. Proposed Road improvements on White Oak, Hebron Church, and 2 new Wake Co Schools will make the area a priority for road improvements.

Questions/ Concern #3: Will they scrub the ice/snow down NBCR now?

Applicant Response:

Yes, they should due to the schools and new development

Questions/ Concern #4: Will this effect taxes?

Applicant Response:

Cannot answer.

Questions/ Concern #5: Could you explain more on road improvements?

Applicant Response: Explained TIA and how that gives us what we need to do to account for increase in traffic, our storage and turn lanes that are proposed for NBCR - but besides that it was hard to say exactly when/what is happening... sellers chimed in on a few they knew of such as Ackerman extension to Hwy 50, Hwy 50 to a 4-lane road and noted that a lot of traffic is from Johnston Co and not Garner development in itself... Rob/Keith also explained how development has to come before road improvements.

Questions/ Concern #6: When would you start building/process for approval?

Applicant Response: Currently in re-zoning, Site Plan Approval 3 months, Construction Documents 5 months... so looking at moving dirt in March/April 2020 and houses in 2021.

Questions/ Concern #7: When will the properties be cleared? (Oak Park resident)

Applicant Response:
Next summer

Questions/ Concern #8: Is any on NBCR being fixed? The bridge?

Applicant Response:
NBCR & Clifford Rd is scheduled to be repaved, we are required to upgrade the sections of NBCR along our property to the city's requirements & Oak Park is/has done the same, bridge should be replaced but unsure when.

Questions/ Concern #9: More explanation for the bridge?

Applicant Response: (Keith Roberts) This year, city has approved and in contractors hands, just waiting on them to start

Questions/ Concern #10: When are you taking over Mobile Hills?

Applicant Response: No intention of doing so, not even sure if it is possible with all the different owners.

Questions/ Concern #11: Will this increase our property value?

Applicant Response:
Irresponsible to say.

Questions/ Concern #12: Will the pool amenity area be shared with Oak Park residents?

Applicant Response:

Would like to but this will need to be a separate conversation with Oak Park.

Questions/ Concern #13: What is the timeline for the pool amenity area?

Applicant Response:

Within 12 months of recording first lots.

Questions/ Concern #14: Some people did not receive letters that live in Oak Park?

Applicant Response:

The city decides who recieves letters. Also discussed how this is a new process and that until recently they didn't even have a meeting.

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

ORDINANCE NO. (2019) 3991

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

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

WHEREAS, the Town Council is authorized by the Town Charter to establish conditional use zoning districts:

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 classification of the property described below from its present zoning to that requested by Royal Oaks in Rezoning Application No. PD Z 19-03 (PRD C8).

Section 2. There is hereby created a new conditional use zoning district, to be known as the Planned Residential District Conditional Use (PRD C8); within this district, all of the regulations that apply to property within the Planned Residential District Conditional Use (PRD C8) zoning district shall be applicable and that all other uses are prohibited except those that are listed as permissible shall require a conditional use permit:

The following is a list of conditions for the Planned Residential District Conditional Use (PRD C8) district.

1. Permitted use table:

Use Category	Specific Use	PRD C8
Household Living	Townhouse	P*
	Single-family	P*

2. Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.
3. The maximum density shall not exceed 3.2 dwelling units per acre without modifications to the Master Plan as outlined in this document, the Oak Park West Design Guidelines & Standards.
4. A deviation of greater than 20% is requested regarding Section 6.12.A single family lot sizes in PRD developments. This section requires sixty percent (60%) of all single-family lots to be at least 12,000 SF and forty percent (40%) meeting a 9,000 SF lot size. 390 single family lots are proposed. A deviation allowing 120 lots or thirty percent (30%) of the single family lots to be 5,520 SF or larger instead of 12,000 SF is proposed, a fifty-four percent (54%) reduction in size and 270 lots or seventy percent (70%) of single family lots to be 4,830 SF or larger instead of 9,000 SF, an approximate forty-six percent (46%) reduction. Having smaller lots reduces the required yard maintenance by homeowners and preserves greater recreation and usable open space areas and common space areas. Increased safety of residents and encouraging interactions between neighbors builds a tighter knit community.
5. A deviation of greater than 20% is requested for Section 6.12.A building setbacks for a PRD development. Lot setbacks are outlined to follow the requirements for the R-12 zoning district. R-12 setbacks are as follows: Front-30', Rear-20', Side 6' minimum, 15' combined minimum, Corner Side-20'. Proposed setbacks for the detached single-family lots are as follows: Front-20' (a 33% reduction), Rear-20', Side 5' (a 33% reduction), Corner Side-12' (a 40% reduction). For the attached townhomes, lot setbacks are as follows: Front-35', Rear-25', Side-15', Corner Side-25'. Proposed setbacks are as follows: Front-20' (a 43% reduction), Rear-20' (a 20% reduction), Side 10' (a 33% reduction), Corner Side-10' (a 60% reduction). In addition, the attached townhomes shall not comply with the building triangulation method found in Section 6.10.E. A safer, more secure environment and better communications between neighbors is a benefit of utilizing reduced building setbacks.
6. A deviation of greater than 20% is requested for Section 8.2.K.8. where two streets may not intersect on the same side of another street at a distance of less than 400 feet. A deviation allowing a reduction in the separation of intersections of up to 32% less than the 400 feet required.

7. The community pool shall be a minimum of 4,000 square feet and the clubhouse shall be a minimum of 1,800 square feet under roof.
8. Townhomes shall have at least a one-car garage. All single-family homes shall have a at least a two-car garage.
9. All housing types shall have a minimum .045 gauge vinyl siding with at least one brick, board & batten, or stone accent. Product C shall have a masonry accent along with an additional board & batten or shake accent. Product A shall have a minimum of 35 SF of accent, Product B shall have a minimum of 100 SF of accent and Product C shall have a minimum of 125 SF of accent.
10. Garage doors for townhomes shall have carriage door hardware or windows. All garage doors for the single-family homes shall have carriage door hardware and windows.
11. Townhomes shall be slab on grade with treatments such as paint, brick or stone to cover exposed concrete on the front and sides. Product B shall be slab on grade turned down with 18" wainscot brick or stone on the front, sides shall be scratch mortar and paint to match siding. Product C shall be slab on grade turned down or crawl space with brick or stone on front and sides.
12. All eaves and rakes shall be 12" minimum on front, rear, and sides. Dormers and gables shall have 8" minimum eaves. All housing types shall have 30-year architectural shingles with multiple roof breaks.
13. All townhomes and single-family homes shall have at least one window on each side elevation.
14. Townhome corner street side elevations shall have a minimum of two different siding materials. The two siding materials shall be separated by a skirt board.
15. A front porch or covered stoop is required on all housing types, minimum 4' x 6' or 24 square feet. Posts and columns shall be 6" minimum width/diameter and painted or stained to match trim color.
16. The recreational & useable open space located between the townhomes and the single-family homes in Phase 1 shall have hardscape, enhanced landscaping and sidepaths. Two recreational & useable open space areas located in Phase 2 shall each have 2 park benches, hardscape and enhanced landscaping. Remaining recreational & useable open space shall have trails to connect open space areas together and provide enjoyment of the natural environment.

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

Owner(s)	Tract No.	Existing Zoning	New Zoning
Charles Bryan, Walter Bryan, Bobby & Margaret Raynor	1619-84-7756, 1619-84-9320, 1619-93-4708, 1619-93-8515, 1619-81-5817	Single-Family Residential (R-40) and Single-Family Residential (R-20)	Planned Residential District Conditional Use (PRD C8)

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

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

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

Section 7. This ordinance shall become effective upon adoption.

Duly adopted this 20th day of August, 2019.

Ronnie S. Williams, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Bond Issuance Resolution		
Location on Agenda: Old/New Business		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: The town will be selling the final installment of the bonds as approved by referendum in 2013. The total amount for this sale is \$7,190,000. The total breaks down as follows: 1. Streets and Sidewalks \$6,591,000 2. Parks and Recreation \$ 599,000		
Recommended Motion and/or Requested Action: Adopt resolution (2019) 2385		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

FINANCE DEPARTMENT MEMORANDUM

TO: RODNEY DICKERSON, TOWN MANAGER
FROM: DAVID BECK, FINANCE DIRECTOR
SUBJECT: RESOLUTION FOR BOND ISSUANCE
DATE: AUGUST 20, 2019

GENERAL FUND

We have begun the process to sell the third set of bonds associated with the 2013 bond referendum. This sale is for \$7,190,000 and is broken down as follows: 1) \$599,000 for Parks and Recreation facilities improvements; 2) \$6,591,000 for Streets and Sidewalks facilities.

I have included a Resolution that is required to be adopted by the Town Council in order to proceed. The sale is scheduled for August 27, 2019.

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

RESOLUTION NO. (2019) 2385

The Town Council of the Town of Garner, North Carolina met in a regular meeting in the Council Chambers at the Town Hall located at 900 Seventh Avenue in Garner, North Carolina, the regular place of meeting, at 7:00 p.m. on August 20, 2019.

Present: Mayor Ronnie S. Williams, presiding, and Council Members

Absent: Council Member

Also present: _____

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF NOT
TO EXCEED \$7,190,000 GENERAL OBLIGATION PUBLIC
IMPROVEMENT BONDS, SERIES 2019**

BE IT RESOLVED by the Town Council (the “Town Council”) of the Town of Garner, North Carolina (the “Town”):

Section 1. The Town Council has determined and does hereby find and declare as follows:

(a) An order authorizing \$14,566,000 Street and Sidewalk Improvement Bonds (the “Street and Sidewalk Improvement Bonds”) was adopted by the Town Council of the Town on January 7, 2013, which order was approved by the vote of a majority of the qualified voters of the Town who voted thereon at a referendum duly called and held on March 12, 2013. \$7,974,000 of the Street and Sidewalk Improvement Bonds have heretofore been issued by the Town.

(b) An order authorizing \$7,150,000 Parks and Recreational Bonds (the “Parks and Recreational Bonds”) was adopted by the Town Council of the Town on January 7, 2013, which order was approved by the vote of a majority of the qualified voters of the Town who voted thereon at a referendum duly called and held on March 12, 2013. \$6,551,000 of Parks and Recreational Bonds have heretofore been issued by the Town.

(c) No notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds, and it is necessary to issue \$6,591,000 of the Street and Sidewalk Improvement Bonds and \$599,000 of the Parks and Recreational Bonds at this time.

(d) (i) The maximum period of usefulness of the public improvements to be provided with the proceeds of said bonds for street and sidewalk improvements is estimated as a period of twenty (20) years from September 17, 2019, the date of the bonds for street and sidewalk improvements authorized hereby, and that such period expires on September 17, 2039; and (ii) the maximum period of usefulness of the public improvements to be provided with the proceeds of said bonds for parks and recreation facilities improvements is estimated as a period of forty (40) years from September 17, 2019, the date of the bonds for parks and recreational facilities improvements authorized hereby, and that such period expires on September 17, 2059.

(e) It is in the best interest of the Town to consolidate said bonds for the purposes of sale into a single issue of bonds designated "General Obligation Public Improvement Bonds, Series 2019."

Section 2. Pursuant to said orders, there shall be issued bonds of the Town in the aggregate principal amount of \$7,190,000 (subject to adjustment pursuant to the provisions set forth below) designated "General Obligation Public Improvement Bonds, Series 2019" and dated the date of delivery thereof (the "Bonds"). The Bonds shall be stated to mature annually (subject to adjustment pursuant to the provisions set forth below), August 1, \$185,000 2020 and 2021, \$190,000 2022 and 2023, \$195,000 2024, \$200,000 2025, \$205,000 2026, \$445,000 2027 and 2028, and \$450,000 2029 to 2039, inclusive, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable semiannually on each February 1 and August 1, beginning February 1, 2020, until payment of such principal sum.

The Town reserves the right to adjust the principal amount of each maturity of the Bonds set forth above (including eliminating or adding maturities), subject to the limitations set forth in Section 159-65 of the General Statutes of North Carolina, as amended, and provided that the aggregate principal amount of the Bonds shall not exceed \$7,190,000. The final principal amount of each maturity of the Bonds and the allocation between the two purposes described in Section 1(c) shall be as set forth in the Final Official Statement (hereinafter defined).

In the event that the Finance Director of the Town determines, in consultation with the Local Government Commission, that it is in the best interests of the Town to do so, the Finance Director may direct, prior to or on the date of sale of the Bonds as hereinafter provided, that any consecutive maturities of the Bonds may be combined into a term bond maturing on one date, subject to mandatory sinking fund redemption on the August 1 otherwise specified above as a maturity date. If the Finance Director so determines, the Finance Director shall file a certificate among the official records of the Town specifying the revised maturity schedule for the Bonds and setting forth the mandatory redemption provisions for the Bonds that are subject to mandatory sinking fund redemption.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which

event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., a nominee of The Depository Trust Company ("DTC"), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the Town hereinafter provided for as the registered owner of such Bond or his registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Town may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the Town determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Town will discontinue the book-entry system with DTC. If the Town identifies another qualified securities depository to replace DTC, the Town will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the Town fails to identify another qualified securities depository to replace DTC, the Town shall deliver

replacement Bonds in the form of fully-registered certificates in denominations of \$5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the Town may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor or the Mayor Pro Tem and the Town Clerk or any deputy or assistant Town Clerk of the Town and the official seal or a facsimile of the official seal of the Town shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary or the Deputy Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the Town or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town of Garner, North Carolina or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-____

\$_____

United States of America
State of North Carolina
County of Wake

TOWN OF GARNER

GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2019

Maturity Date

Interest Rate

CUSIP No.

August 1, 20__

_____%

The Town of Garner, a municipal corporation in the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Director of said Town (the “Bond Registrar”), in Garner, North Carolina, the principal sum of

_____ DOLLARS

and to pay interest on such principal sum from the date hereof or from February 1 or August 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is February 1 or August 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable semiannually on each February 1 and August 1, beginning February 1, 2020, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of said Town; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company (“DTC”), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said Town are hereby irrevocably pledged.

This bond is one of an issue of bonds designated “General Obligation Public Improvement Bonds, Series 2019” (the “Bonds”) and issued by said Town for the purpose of providing funds, with any other available funds, for street and sidewalk improvements and parks and recreational facilities improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, orders adopted by the Town Council of said Town, which orders were approved by the vote of a majority of qualified voters who voted thereon at a referendum duly called and held, and a resolution duly adopted by said Town Council (the “Resolution”).

The Bonds maturing on or prior to August 1, 2029 are not subject to redemption prior to maturity. The Bonds maturing on August 1, 2030 and thereafter may be redeemed, at the option of said Town, from any moneys that may be made available for such purpose, in whole or in part

on any date not earlier than August 1, 2029, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

[Insert any mandatory sinking fund redemption provisions if any Bonds are designated as term bonds.]

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot of said Town in such manner as said Town in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with The Depository Trust Company ("DTC"), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the Town may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said Town, provided that such notice to Cede & Co. shall be given by certified or registered mail. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption [other than a notice of mandatory sinking fund redemption] may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond

certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., a nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said Town will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said Town will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said Town for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said Town sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said Town, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Garner, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the [Mayor] [Mayor Pro Tem] of said Town and the [Deputy] Town Clerk and its official seal to be impressed hereon, all as of the ____ day of September, 2019.

[Do not sign] _____
[Mayor] [Mayor Pro Tem]

[SEAL]

[Do not sign] _____
[Deputy] Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

[Do not sign] _____
[Deputy] Secretary, Local Government
Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

[Do not sign] _____
Finance Director, as Bond Registrar

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to August 1, 2029 are not subject to redemption prior to maturity. The Bonds maturing on August 1, 2030 and thereafter may be redeemed, at the option of said Town, from any moneys that may be made available for such purpose, in whole or in part on any date not earlier than August 1, 2029, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If, on or before the date of sale of the Bonds, the Finance Director shall determine that it is in the best economic interests of the Town to modify the redemption provisions set forth herein, the Finance Director is hereby authorized to take all necessary action to achieve such modification, including, but not limited to the modification of the form of the Bonds included herein. Such modification of the redemption provisions will be evidenced by the Town's execution and delivery of the Bonds.

If the Finance Director determines that it is in the best interests of the Town that any of the Bonds be designated as a term bond subject to mandatory sinking fund redemption as provided in Section 2, the Bonds so designated shall be subject to mandatory sinking fund

redemption on each August 1 as designated by the Finance Director. Upon such an occurrence, the mandatory redemption provisions for the Bonds that are subject to mandatory sinking fund redemption shall be set forth in the certificate of the Finance Director filed among the official records of the Town pursuant to Section 2.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot of the Town in such manner as the Town may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system with DTC is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the Town may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the Town shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of the Town, provided that such notice to Cede & Co. shall be given by certified or registered mail. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof

shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

Any notice of redemption, other than any notice of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the Town upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The Town or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other

governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the Town or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to Section 4 of this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The Town shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the Bonds. The Finance Director of the Town, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the "Bond Registrar"), subject to the right of the Town Council of the Town to appoint another Bond Registrar, and as such shall keep at his office in the Town, the books of the Town for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986 (the "Code"), as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the bond will not be included in gross income of the owners of the bonds for purposes of federal income tax.

Section 7. The action of the Mayor, the Town Manager, the Finance Director and the Town Clerk of the Town in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds is hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing a Preliminary Official Statement relating to the sale of the Bonds. Such Preliminary Official Statement, to be dated the date of delivery thereof, in substantially the form presented at this meeting, is hereby authorized and approved. The delivery of such Preliminary Official Statement by the Mayor, the Town Manager and the Finance Director is hereby approved, ratified and confirmed.

The preparation of a final Official Statement (the "Final Official Statement"), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the Town Manager and the Finance Director of the Town are hereby authorized to execute and deliver the

Final Official Statement for and on the behalf of the Town, and such execution shall be conclusive evidence of the approval of the Town Council of the Final Official Statement.

Section 8. The Town hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2019, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ended June 30, 2019, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information to be included under the headings “THE TOWN - Debt Information and - Tax Information” (excluding any information on underlying units) in the Final Official Statement and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
- (7) modification to the rights of the beneficial owners of the Bonds, if material;
- (8) bond calls, except for a mandatory sinking fund redemption, if material, and tender offers;
- (9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Town;

(13) the consummation of a merger, consolidation or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Bonds, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties;

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For the purposes of this Section, “financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Town (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the Town makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

Section 9. The Mayor, the Town Manager, the Finance Director and the Town Clerk of the Town are hereby authorized and directed to execute and deliver such closing and other documents and take such other actions as may be necessary or appropriate for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. The Town hereby represents that it reasonably expects that it, all subordinate entities thereof and all entities issuing obligations on behalf of the Town will not issue in the aggregate more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds (as defined by the Code) and not counting certain current refunding obligations as provided in Section 265(b)(3)(C)(ii)(III) of the Code) during calendar year 2019. In addition, the Town hereby designates the bond to be a “qualified tax-exempt obligation” for the purposes of the Code.

Section 11. This resolution shall take effect upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled “RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF NOT TO EXCEED \$7,190,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2019” was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Stella Gibson, Town Clerk of the Town of Garner, North Carolina, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on August 20, 2019, as relates in any way to the passage of the foregoing resolution providing for the issuance of general obligation public improvement bonds of said Town.

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

WITNESS my hand and the official seal of said Town this 20th day of August, 2019.

Town Clerk

[SEAL]

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Comprehensive Plan Update		
Location on Agenda: Old/New Business		
Department: PRCR		
Contact: Sonya Shaw, PRCR Director		
Presenter: Sonya Shaw, PRCR Director		
Brief Summary: An update will be provided on progress with the PRCR Comprehensive Plan, Meadowbrook and Yeargan Properties. Remaining tasks scheduled August-December 2019 will be covered.		
Recommended Motion and/or Requested Action:		
Detailed Notes:		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

GARNER PRCR COMPREHENSIVE PLAN UPDATE

DR. SONYA R. SHAW

PARKS, RECREATION AND CULTURAL RESOURCES
DIRECTOR

08/20/19

PRCR COMPREHENSIVE PLAN UPDATE



Comp Planning Process
began November 2018

Kick-Off Meeting

Existing Conditions

Review Existing Town and
PRCR Documents

Demographic Trends

Site Inventory, Analysis and GIS Mapping



COMMUNITY ENGAGEMENT

-
- Stakeholder Meetings
 - Arts
 - Wake County Health Advocates
 - Athletics Partners, Private Recreation Providers and Downtown Garner Association
 - Greenways
 - PRCR Advisory Committee
 - Senior Advisory Committee
 - PRCR Staff
 - Town Council

COMMUNITY ENGAGEMENT

Public Open
House Meeting
May 2019

Statistically
Valid Survey



BENCHMARKING ASSESSMENTS AND REVIEWS

Level of
Service Survey

Program
Assessment

Operations and
Maintenance
Review

Financial and
Budget Analysis

Arts
Assessment

Health and
Wellness Policy
Assessment

GREENWAY MASTER PLAN UPDATE

Existing
Conditions

Review Existing
Town Planning
Documents

Validate Existing
Proposed
Greenways

Public Open
House

Stakeholder
Meetings

Interjurisdictional
Coordination

Kick-Off Meeting



Due Diligence Study

Site History

Existing
Conditions

Site Inventory
and Analysis

Site
Accessibility
and Pedestrian
Access

Cultural and
Natural
Resources
Review

Site
Opportunities
and
Constraints

MEADOWBROOK
MASTER PLAN
UPDATE

PRCR COMP PLAN REMAINING TASKS

August-September

- Yeargan Property Due Diligence Study Contract
- Stakeholder Meetings for Comp Plan Updates and Input Sessions for Meadowbrook and Yeargan Properties
 - Arts
 - Wake County Health Advocates
 - Athletics Partners, Private Recreation Providers, WakeMed and Downtown Garner Association
 - Park Neighbors
 - Greenways
 - PRCR Advisory Committee
 - PRCR Staff
 - Town Council

October-November

- Meadowbrook Contract Amendments and New Yeargan Property Contract (Part B)
- PRCR Visioning Session
- Meadowbrook and Yeargan Conceptual Plan Adoption
 - PRCR Advisory Committee Meetings
 - Town Council Meetings

PRCR COMP PLAN REMAINING TASKS

December

- Discussion and Adoption
 - Comprehensive Plan
 - Greenways Plan
 - Meadowbrook and Yeargan Conceptual Plans (If necessary)



GARNER PRCR COMPREHENSIVE PLAN UPDATE QUESTIONS??

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Contract for Master Planning of Yeargan Property - First Phase		
Location on Agenda: Old/New Business		
Department: PRCR		
Contact: Sonya Shaw, PRCR Director		
Presenter: Sonya Shaw, PRCR Director		
Brief Summary: As part of the conceptual planning process for Yeargan Property, McAdams will conduct a Due Diligence Study in the initial planning phase A of this project. Fees for these services total \$12,705.00.		
Recommended Motion and/or Requested Action: Authorization for Manager to sign agreement.		
Detailed Notes:		
Funding Source: Parks Fee-in-Lieu Funds		
Cost: \$12,705	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SS	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

August 14, 2019

Mrs. Sonya Shaw
Department Director
Garner Parks, Recreation + Cultural Resources
209 East Garner Road
Garner, North Carolina 27529

**RE: Yeargan Property Park Master Plan
Garner, North Carolina
TOG-18020**

Dear Mrs. Shaw:

We look forward to the opportunity to work with you and to provide master planning and design services for the above referenced project.

PROJECT UNDERSTANDING:

Objectives:

It is McAdams' understanding that the Town of Garner wishes to develop a conceptual master plan for development of three tracks of land recently purchased by the Town for development into a park. The following outlines the scope of services we propose to complete the conceptual design.

This proposal includes scope and fee for project phases I and II. It is our understanding that the Town of Garner will sign and issue a notice to proceed for phase II at a later date.

Assumptions:

This proposal is based on the following assumptions:

- > This proposal is for master planning services only. Other services offered by McAdams, including but not limited to, preparation of site specific Civil Engineering and Landscape Architectural construction and permit documents can be provided under a separate agreement.
- > McAdams will work closely with Town of Garner staff within the Parks and Recreation Department to complete the plan. McAdams will be provided information necessary to complete the plan.
- > Access to the property will be made available during the project via the Town of Garner Parks and Recreation Director.
- > Any additional consultants or services beyond those specifically indicated within the proposal will be additional.

- > Previously completed geotechnical reports, investigations and studies will be provided to McAdams by the Town.

PROPOSED SERVICES + FEES:

We propose the following services (alphanumeric task numbers are for internal coding purposes):

PART I – DUE DILIGENCE

D11.00 Kick-Off + Existing Conditions:

FEE: \$4,485

Park History / Planning Perspective - McAdams will coordinate with Town of Garner Parks, Recreation, and Cultural Resources (TGPRCR) and Planning Staff to understand the park's history and regulatory context. As part of this process, we will review:

- > Documents or literature relating to the site's history;
- > Applicable planning documents (land use plans, zoning ordinances, greenway master plans, comprehensive parks and recreation plan, demographics, etc.);
- > Previously completed site assessments and related studies; and
- > Other relevant planning documents, studies, or regulatory ordinances.

Site Analysis - McAdams will complete a site analysis, including one site visit to assess the existing physical, environmental, and aesthetic condition of the park to gain an understanding of the general context of the site (site access, adjacent land uses, proximity to other parks and civic uses, pedestrian connections, general character, etc.).

Electronic Base Map Preparation - This task includes preparation of an electronic base map (GIS data to be provided by the Town of Garner) to reflect existing conditions such as existing land uses, zoning, utilities, property limits, natural features, and sensitive environments (wetlands, streams, floodways / floodplain), adjacent roads, easements, utilities, site access, topography, existing structures, paving, etc.

Site Suitability Study – Based on the site analysis and based data collected, the project team will provide a site suitability study to evaluate which areas of the site are most suitable for various intensities of development. The site suitability study will inform the appropriate location of park program elements and amenities.

A4.20 Preliminary Wetland / Stream Assessment:

FEE: \$3,000

McAdams will conduct a preliminary assessment of the proposed project location for jurisdictional waters of the U.S. The site will be traversed on foot and the soils, vegetation, and hydrology will be evaluated and potential wetland areas examined by procedures described in the 1987 Corps of Engineers Wetland Delineation Manual and Appropriate Regional Supplements. Our team will evaluate the extent of streams subject to the Neuse River Riparian Buffer Rules. Since this is a preliminary assessment of jurisdictional waters, the only the start of the stream channels subject to Neuse Buffers will be flagged, however, approximate locations of streams and wetlands will be located with hand-held GPS devices. The end-product will include a digitized map showing the approximate location of any jurisdictional areas, referenced above. This task is best practice and required for PARTF grant applications.

A4.30 Endangered Species Assessment:

FEE: \$1,200

McAdams will conduct a threatened and endangered species assessment of the project area for Federally Listed Threatened and Endangered Species. The property will be traversed on foot to examine potential habitat and biotic communities which may indicate the presence of the listed species. Visual observations of actual species will be noted, if found. Biological conclusion/opinions will be rendered based on the field examination. The end product will include a report/correspondence submitted to US Fish and Wildlife Service requesting concurrence and comment. This task is best practice and required for PARTF grant applications.

A4.41 Phase I Cultural Resource Assessment:

FEE: \$1,200

A cultural resource literature review of the North Carolina State Historic Preservation Office (SHPO) National Registry records will be conducted to determine if there are any recorded archeological sites, historic structures, cemeteries, or historic properties within the project area and/or within 0.25 miles of the project boundary. The project area will be traversed on foot to assess the potential presence of cultural resources. The end product will include a report/concurrence submitted to SHPO requesting concurrence and comment. This task is best practice and required for PARTF grant applications.

A4.10 Preliminary Stormwater Management Analysis:

FEE: \$2,070

McAdams will perform a master planning level assessment and due diligence for all stormwater requirements for the park renovations. Based on the desired improvements, McAdams will calculate

preliminary impervious percentages for the selected conceptual design, including preliminary stormwater management facility sizing for peak flow rate and/or water quality SCM's based on the Town of Garner's stormwater development requirements, water supply watershed regulations and any increases in impervious percentage for the site.

A6.10 Preliminary Utility Review:

FEE: \$750

Our team will provide a preliminary review of existing civil utilities for the property. The review will include desktop review of publicly available design, as-built, or system network information provided to McAdams for potable water, fire protection, storm drain, and sanitary sewer. No capacity analysis or modeling will be provided as part of this analysis.

Part I Deliverables:

- > Electronic base map of existing conditions, opportunities and constraints;
- > Written summary of due diligence findings;
- > Written summary of stormwater due diligence findings
- > Written summary of findings from cultural resources, endangered species and jurisdictional waters assessment with associated maps;
- > Summary of any additional considerations to develop the site to its full capacity

Subtotal Phase I: \$12,705

DELIVERABLES

- > One (1) electronic and one (1) hard copy of the site investigation report and any related graphics.

SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. A more detailed schedule and list of milestones may be coordinated directly with the Project Manager and Town of Garner.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER'S RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed / execution of contract.
- > Timely approval of sketches and draft reports presented for Owner approval.
- > Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove.
- > Notification of public meetings requiring McAdams' attendance.
- > Payment of invoices in accordance with Item 1 of Terms and Conditions.
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration. Please do not hesitate to contact me if you have any questions or comments.

ACCEPTANCE OF PART I

TOWN APPROVAL:

Sonya Shaw

Parks and Recreation Director

Town of Garner

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Mowing Contract for Yeargan Property		
Location on Agenda: Old/New Business		
Department: Public Works		
Contact: Forrest Jones		
Presenter: Forrest Jones		
Brief Summary: Public Works contacted three vendors about mowing the Yeargan Property on an on-call basis. We received two responses. Barefoot & Associates Inc at \$2,850.00 per mow and the low bidder was Carolina Curb Appeal at \$1,105.00 per mow. Davis Landscape declined to submit a quote. Currently there are no budgeted funds for this contract.		
Recommended Motion and/or Requested Action: Approve a contract with Carolina Curb Appeal for on-call mowing of the Yeargan Property not to exceed \$6,630.00		
Detailed Notes:		
Funding Source: Upon approval the Finance Director will bring back a budget amendment at future Council Meeting		
Cost: 6,630.00	One Time: <input type="radio"/>	Annual: <input checked="" type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	FJ	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: UDO-19-02, Fee-in-Lieu of UDO Requirements Update		
Location on Agenda: Old/New Business		
Department: Legal and Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg		
Brief Summary: Text amendment submitted by the Planning Department and Town Attorney's office requesting an amendment to the text of the Unified Development Ordinance to update conditions under which the Town may accept a fee-in-lieu of certain requirements, including the construction of street infrastructure and the dedication of land for the development of public parks.		
Recommended Motion and/or Requested Action: Refer to Planning Commission for recommendation.		
Detailed Notes: See attached staff report.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Planning Department Memorandum

TO: Honorable Mayor and Town Council Members

FROM: Jeff Triezenberg, AICP, GISP; Planning Director &
Bill Anderson, Town Attorney

SUBJECT: ***UDO-19-02, Fee-in-Lieu of UDO Requirements Update***

DATE: August 20, 2019

I. BACKGROUND

The Garner Unified Development Ordinance (UDO) does not currently allow for the option of a developer to submit a fee-in-lieu of street construction under any circumstance. Consequently, when a developer encounters a topographical challenge near the edge of their property that does not allow them to complete a street section to the actual property line, the Town has only been able to ask the developer to dedicate right-of-way for the future improvements.

Unfortunately, this puts the Town in the future position of needing to find funds to complete the connecting street improvements once the adjacent property develops. Recent examples have included the extension of Ackerman Road through the Rhora subdivision, the widening of New Bethel Church Road in front of the Oak Park subdivision, and the extension of the main entrance road through the Ashton Forest subdivision.

Upon review by the Town Attorney, it has been determined that the Town does have the authority to establish and collect a fee-in-lieu of road improvements. The Town Attorney has also reviewed the Town's charter which authorizes the collection of a fee-in-lieu of the dedication of park land. Minor clarifications to that ordinance language are also proposed.

Preliminary draft language changes are shown in the following section of this report. Staff will be on hand to discuss the exact nature of the amendments that are being proposed. Staff considers all of these items as positive in nature and in support of [Garner Forward](#)'s goals of 1) prioritizing and defending connectivity, and 2) continuing to identify and invest in outdoor space.

II. PROPOSED TEXT CHANGES

Insert a new section as follows:

8.2.U. Fee-in-lieu of street construction. In lieu of required street construction, a developer may be required to provide funds that the Town will use solely for the construction of roads to serve the occupants, residents, or invitees of the subdivision or development and these funds may be used for roads which serve more than one subdivision or development within the area. "Required street construction" as used in this section means either street construction required by existing provisions of the UDO or improvements required by a TIA where a consensus between the developer, the developer's traffic consultant and the Town Planning Department that said improvements are necessary to mitigate adverse traffic conditions resulting from the proposed development.

- 1. Capital fund.** The Town will establish a capital fund dedicated to roadway improvements. All monies in said capital fund shall be used only for the development of roads - including design, land acquisition and construction - which serve the occupants, residents or invitees of the subdivision or development being created by the entity providing the funds; and/or for roads in the vicinity which serve more than one subdivision or development within the area.
 - a.** All funds received by the Town pursuant to this subsection shall be deposited in the capital fund created herein.
 - b.** All moneys to be paid into the aforesaid capital fund shall be paid prior to issuance of building permits relating to the proposed development.
 - c.** The Town may require a combination of partial payment of funds and partial dedication of constructed streets when the Town Council determines that a combination is in the best interests of the citizens of the area to be served.
- 2. Fee amount determination.** The amount of any fee-in-lieu shall be determined as follows:
 - a.** The amount of any fee-in-lieu of completing roadway construction otherwise required by existing provisions of the UDO shall be established by an engineering estimate provided by the developer.
 - b.** Such engineering estimates shall at a minimum reflect the consideration of design and permitting costs, land acquisition costs, construction costs and a cost escalator based on known and reasonably anticipated construction cost increases; if the likely date of construction is not readily subject to estimation, the escalation factor shall be limited to ten years.

- c. The amount of any fee-in-lieu established in a Development Agreement shall be in an amount resulting from consensus involving the developer, the developer's traffic and other consultants, the Town Engineering and Planning departments, and shall be established by an executed Development Agreement between the developer and the Town.
 - d. Any formula which may be adopted in a future ordinance to determine the amount of funds the developer should pay in lieu of required street construction shall be based on the trips generated from the subdivision or development.
3. **Use of capital funds.** The Town may undertake such design, land acquisition and construction by itself or in conjunction with the North Carolina Department of Transportation.

8.4.B. Park land dedication and fee in-lieu requirement.

Repeal Section 8.4.B.2.a., amend subsections b. through d. and recodify as subsections a. through c. as follows:

2. **Use of fees.**

- ~~a.~~ ~~The Town Council hereby establishes a park and recreational facilities capital improvement fund that is distinct from the general fund of the Town, the purpose of which shall be to accumulate the fees generated by this section.~~
- ~~b.~~ a. The park and recreational facilities capital improvement fund shall contain only those funds collected pursuant to this section plus any interest which may accrue from time to time on such amounts.
- ~~c.~~ b. The monies in such fund shall be used only for the acquisition or development of recreation, park, or open space sites ~~of additional park land or for the construction of new recreational facilities in areas that will benefit~~ that are reasonably expected to benefit or serve the residents of the development generating such ~~that contributed to the funds~~. The Town Council may consider granting a credit against required fee-in-lieu of parkland dedication when a developer constructs public recreation facilities dedicated for public use and ownership as part of an approved residential development provided such facilities are designed and constructed a manner that is approved by the Town.
- ~~d.~~ c. The Town Council may establish more than one fund, and divide the Town into districts, each served by a separate fund, if the Council concludes that the establishment of such multiple districts and multiple funds will best serve the objectives of this section.

Amend Section 8.4.B.5. subsections a. through c. as follows:

5. Fee-in-lieu of dedication.

- a. Where determined appropriate, all residential development shall pay a fee-in-lieu of dedication to the Town in an amount equal to the fee set annually by the Town Council in the miscellaneous fees and charges schedule based on the number of dwelling units in the proposed development.
- b. The amount of the fee-in-lieu shall not exceed ~~is based on~~ the cost per acre to acquire new park land multiplied by the acreage demand per housing unit, as set forth in Article 8.4.B.4.
- c. Fees-in-lieu are payable at the time of building permit issuance. ~~Where determined appropriate, the following procedures shall be followed as applicable:~~
 - ~~(1) — If the development is a subdivision, the fee in lieu shall be paid prior to a building permit being issued for individual lots.~~
 - ~~(2) — If the development is not a subdivision, the fee in lieu shall be paid before the first building permit is issued.~~
 - ~~(3) — If a development is constructed in phases, the fee in lieu shall be paid on a phase by phase basis according to the foregoing schedule.~~

III. RECOMMENDATION

Planning staff recommends that upon conducting the public hearing and receiving public comment, the Council close the hearing and refer the matter to the Planning Commission which will meet on September 16th to review the request and make a recommendation. Barring any delay, the matter could come back to Council as soon as September 17th for consideration of final action.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 20, 2019		
Subject: Agreement and Contract - Garner Transit Planning Study		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: Jeff Triezenberg, AICP, GISP; Planning Director		
Presenter: Jeff Triezenberg		
Brief Summary: Engineering scope of work and fee submitted by Kimley-Horn, a Town-approved on-call transportation planning and design service consultant, at the request of Town staff to complete a transit study for the Town to investigate circulator route options and potential connections to activity centers including the Amazon Fulfillment Center. The project will also include a study of connections to Wake Transit planned improvements for Bus Rapid Transit (BRT) and Commuter Rail Transit (CRT).		
Recommended Motion and/or Requested Action: Authorize the Town Manager to execute contract and CAMPO agreement for the Garner Transit Planning Study.		
Detailed Notes: This project is funded in part through planning study/technical assistance funds allocated for FY 2020 in the Wake Transit Community Funding Area Program (CFAP). The preliminary scope of work and fee were presented to the Town Council at their regular meeting on January 22, 2019. With the departure of the Town's Senior Planner - Transportation, the consultant's project scope was amended to include a portion of the community outreach program to be undertaken by that internal staffing position.		
Funding Source: Fund Balance		
Cost: \$49,962	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JT	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



August 13, 2019

Jeff Triezenberg, AICP, Planning Director
Town of Garner
900 Seventh Avenue
Garner, NC 27529

RE: Professional Services Agreement – Town of Garner Transit Study

Dear Mr. Triezenberg:

Kimley-Horn and Associates, Inc. (“KHA” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Garner (“Client”) for providing professional services for the Town of Garner Transit Study.

PROJECT UNDERSTANDING

The Town of Garner intends to apply for Wake County Community Funding Areas Program (CFAP) funding for expanded transit service through the North Carolina Capital Area Metropolitan Planning Organization (CAMPO). The Wake County Transit Planning Advisory Committee (TPAC) has designated CAMPO as responsible for CFAP administration. The Community Funding Areas Program provides an opportunity for eligible towns and the Research Triangle Park in Wake County, that would otherwise have limited fixed-route transit services, to create or accelerate public transportation services and programs. The CFAP is a competitive program to encourage community-based transit projects that complement the Wake Transit Plan regional service development and/or meet local needs in areas not adequately served by transit. CFAP funds may be used for planning studies/technical assistance, operating projects, and capital projects consistent with the program funding requirements.

The Town of Garner is currently served by GoTriangle Route 102¹ (operated by GoRaleigh) that operates three trips in the AM peak and four trips in the PM peak between White Oak Shopping Center Park and Ride in Garner and the GoRaleigh Station in downtown Raleigh, including service to Forest Hills Shopping Center and Garner Town Hall. The Wake Bus Plan shows this route alignment will move from Hammond Road to Garner Road, and service that is now peak-only will become all day. The current route will be split into two routes with the same bus serving both parts of the route to minimize transfers:

- Route 20 a bi-directional route between the GoRaleigh Station and the Forest Hills Shopping Center Park and Ride

¹ <https://gotriangle.org/maps-schedules/gotriangle/102>

- Route 20L an alternating direction loop between Forest Hills Shopping Center and White Oak Shopping Center Park and Ride. Alternating trips are anticipated to serve the loop alignment in opposite directions, one clockwise and one counter-clockwise.

The Wake Bus Plan shows 20 and 20L starting with hourly service in August 2019, and increasing to 30-minute service on weekdays (Route 20 only) with weekend service in August 2023

PROJECT TEAM

The project team will include both local and national Kimley-Horn transportation and transit planning professionals. In addition, subconsultant support will be provided by Foursquare ITP, which specializes in service analysis, forecasting ridership, and financial modeling to develop transit service recommendations. Specifically, key project team members are anticipated as follows.

Project Manager – Richard Adams, P.E.
 Public Engagement – Allison Fluitt, P.E., AICP
 Transit Planning – Mary Karlsson, P.E.
 Transit Planning – Mary Kate Morookian
 Transit Planning – Kristina King, E.I.

SCOPE OF SERVICES

Kimley-Horn will provide the following scope of services for the Transit Study. The scope of work is based on our understanding of the transit funding requirements, Town of Garner community and transit characteristics, and the scope identified by the Town.

Task 1 Public Outreach and Stakeholder Coordination

Kimley-Horn will support Town of Garner staff with public engagement and stakeholder coordination. We anticipate providing the following support to Town staff:

- Provide content and staffing (one consultant attendee) for up to three (3) public meetings (meetings to be arranged and conducted by Town staff)
- Preparing materials for and staffing up to three (3) two-hour meetings with GoRaleigh, the likely operator for Town Services, CAMPO, and/or TPAC
- Create questions and graphic content for an online survey using a readily available webtool for up to three (3) phases of public outreach. Survey results will be exported, analyzed, and summarized.

Task 1 Deliverables:

- Graphic content for public meeting and/or online survey
- Online surveys for up to three (3) phases of outreach
- Summary of online survey results for each phase of outreach
- Up to three (3) two-hour meetings with GoRaleigh, CAMPO, and/or TPAC
- Participation (one consultant attendee) at up to three (3) public meetings
- Public and stakeholder engagement chapter for the report (Town staff to provide portion of this chapter covering public meetings)

Task 2 Analysis of Transit Needs and Demands

Kimley-Horn will analyze transit needs and demands in the Town of Garner. We anticipate the following analysis activities:

- *Existing Plan Review* - We will review existing plans, including the 2018 Garner Forward Transportation Plan transit section and the Wake Transit Bus Plan's Community Funding Area Market Analysis.
- *Transit Service Alternatives* - We will identify and analyze up to two fixed-route transit service alternatives. We will develop transit service alternatives based on transit propensity. This will include existing population density, employment density, density of people with low-incomes, density of households with no vehicles, density of population with disabilities, presence of activity centers (medical facilities, community centers, schools, government centers, social services), and connections to existing fixed-route transit.
- *Potential Ridership* - A transit propensity tool will be implemented to identify where in a service area there currently exists a high propensity for transit use. The tool will create four indexes of transit need that are constructed using a web-based tool and visualized in GIS maps:
 - Transit-Oriented Populations: to illustrate where high concentrations of likely transit-dependent people (e.g., youth, elderly, low-income, zero-car households, etc.) live;
 - Commuters: to illustrate where high concentrations of traditional "9 to 5" commuters and choice riders live;
 - Workplaces: to illustrate where high concentrations of jobs are located; and
 - Services: to illustrate where high concentrations of services such as shopping, medical, religious, and social services are located.

A key attribute of the transit propensity tool is its ability to be linked to origin-destination (OD) flows from a variety of available sources, including travel demand models, or Census LEHD Origin Destination Employment Statistics (LODES). For this project, we would also combine the transit-oriented population index, the services index, and non-work OD flows (or off-peak OD flows) to determine the market for transit to serve regional leisure and non-work trips. In a similar fashion, we would also combine the commuters index, the workplaces index, and home-based work OD flows (or peak period OD flows) to develop a set of major OD flows that would provide the highest potential peak bus ridership. Combined, the two sets of OD flows would represent the most successful potential market for bus service. The OD flows or ridership potential could then be scaled to assume the appropriate level of service for new services.

- *Transit fare evaluation* - The Town of Garner faces a decision of what fare, if any, to charge for its proposed transit services. The team will conduct an analysis to understand the impact of various fare levels. The analysis will commence with a review of fares among potential peer systems as well as existing research, notably TCRP reports on fare policy. This information will give the Town of Garner a better understanding of:
 - Expected fare elasticity;
 - Typical average fare among group; and

- Negative consequences of eliminating fares.

The analysis will yield a “baseline” fare for the expected ridership and apply fare elasticities to understand how revenue and ridership respond to different fare levels. The results will quantify the financial impacts of various fare levels on operating the proposed transit services. Fare collection costs that would be incurred by the Town (as determined in Task 3) will be considered in this evaluation as well.

Task 2 Deliverable:

- Transit need and demand analysis chapter for the report

Task 3 Develop Implementation Plan and Service Model

Kimley-Horn will support the Town of Garner in identifying a preferred transit service model and developing an implementation plan. For the preferred transit service, we anticipate identifying days of the week for service, span of service, routing or coverage area, frequency, and stop locations as applicable. We also anticipate developing an annual operating cost estimate for 2020.

Task 3 Deliverable:

- Transit service model and implementation plan chapter for the report

Task 4 Evaluation of Transit Capital Investment Needs

Kimley-Horn will support the Town of Garner in identifying capital investment needs and cost estimates for the preferred transit service in year 2020. We anticipate potential capital investment needs to include transit vehicles or infrastructure such as bus stops. We do not anticipate identifying the need for nor developing cost estimates for operating facilities, such as bus operation and maintenance facilities.

Task 4 Deliverable:

- Transit service capital investment need chapter for the report

Task 5 Funding Strategy and Opportunities

Kimley-Horn will support the Town of Garner in identifying and quantifying potential funding sources for the preferred transit service for year 2020 through 2024, including any transit fares. This may include exploration of potential coordinated funding opportunities with GoRaleigh or other partner entities. We anticipate presenting this information as a financial plan for preferred transit service operations and capital that summarizes revenue sources and costs as detailed in the Community Funding Area Management Plan application requirements.

Task 5 Deliverable:

- Transit financial plan chapter for the report

Task 6 Project and Quality Management

This task involves overall management of the task order, confirming that milestones are met and that communication, coordination, and work products are delivered on time and within budget. We believe the key to successful project management is communication. We will use the following tools to support Town of Garner staff and in successfully completing the Transit Study:

- **Define the Work:** At the beginning of the project, we will work with Town of Garner staff to finalize the work plan — scope, schedule, and budget — and will document this understanding back to the Town.
- **Monitor Work and Manage Change:** We will use our management information system (MIS) to monitor project progress against the project schedule. To help promote timely identification and adjustments for any issues, we will submit monthly progress reports and invoices.
- **Deliver Regular, Effective Communication:** we will provide regular updates to the Town's project manager. We anticipate up to monthly meetings or conference calls, with the option of using Skype for Business to share materials online. In progress updates, the project team will discuss project status, identify potential issues and approach to resolving them, and coordinate reviews of draft materials.

All document chapters will be combined into a comprehensive final document suitable for submittal. We have assumed that the Town will provide any hard-copy printing of the draft or final document.

Task 6 Deliverables:

- Project management communication and coordination
- Monthly progress reports and invoices
- Draft, final draft, and final for all deliverables listed in Tasks 1, 2, 3, 4, and 5
- Electronic copies of deliverables in native file formats; we do not anticipate producing multiple paper copies of deliverables

ADDITIONAL SERVICES

Any services requested but not specifically provided for in the above tasks will be billed as additional services and performed at our then current hourly rates. This budget will be authorized in writing by Town of Garner staff, including electronic mail, before additional services are conducted.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Town shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

We assume a notice to proceed to be issued in late August 2019, followed by a Transit Study kickoff meeting which will help identify specific needs, priorities, and strategies for public outreach. The schedule below illustrates the project schedule beyond the kickoff meeting and creation of the Public Outreach Plan. We will provide our services as expeditiously as practicable with the goal of meeting a mutually acceptable schedule. The table below outlines our general expectation for the project schedule, which will be further refined upon project initiation.

	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20
Task 1 Public Outreach and Stakeholder Coordination	A. Town review				A. Town review		
Task 2 Analysis of Transit Needs and Demands			B. Town review				
Task 3 Develop Implementation Plan and Service Model				C. Town review			
Task 4 Evaluation of Transit Capital Infrastructure Needs					D. Town review		
Task 5 Funding Strategy and Opportunities					E. Town review		
Task 6 Project and Quality Management						F. Draft Report	F. Final Report

Deliverables:

- A. Public and stakeholder engagement chapter for the report
- B. Transit need and demand analysis chapter for the report
- C. Transit service model and implementation plan chapter for the report
- D. Transit service capital investment need chapter for the report
- E. Transit financial plan chapter for the report
- F. Compiled Town of Garner Public Transit Study

ESTIMATED FEE

Kimley-Horn will perform the services in Tasks 1, 2, 3, 4, 5, and 6, including expenses, for the total lump sum fee below. Individual task amounts are informational only.

Task 1	Public Outreach and Stakeholder Coordination	\$26,566
Task 2	Analysis of Transit Needs and Demands	\$34,527
Task 3	Develop Implementation Plan and Service Model	\$11,138
Task 4	Evaluation of Transit Capital Infrastructure Needs	\$5,892
Task 5	Funding Strategy and Opportunities	\$8,125
Task 6	Project and Quality Management	\$12,031
Expenses		\$1,645
Total Lump Sum Cost		\$99,924

Lump sum fees will be invoiced monthly based on the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Garner.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to _____

Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this Agreement in the space provided below, and return a copy to us. We will commence services after we have received a fully-executed agreement. Fees stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Richard Adams, P.E.
Vice President

Agreed to this _____ day of _____, 2019

TOWN OF GARNER, NC
A Municipality

Official Seal:

Signature

Name

Title

Email Address

_____, Witness

Print Name

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts

from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(10) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation using a mediator mutually agreed to by both parties as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(11) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(12) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice

and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(13) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(14) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(15) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

SPECIAL CAPITAL FUNDING AGREEMENT
COMMUNITY FUNDING AREA PROGRAM - PLANNING

WAKE TRANSIT FY 2020

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle"), the Town of Garner ("Implementing Party"), and the Capital Area Metropolitan Planning Organization ("CAMPO"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to this Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, pursuant to Section 3.02c of the Governance ILA, CAMPO has been designated as the lead agency for administering the Community Funding Area Program and has the authority to enter into this Agreement and enforce the provisions thereof and is a necessary Party to this Agreement; and

WHEREAS, the Governance ILA specifically created the Transportation Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a

1
Special Capital Funding Agreement for Community Funding Area Program - Planning
GoTriangle, Town of Garner, CAMPO
July 2019 (FY20)
Contract # ~~19-058XXXX~~

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Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2020 Wake Transit Work Plan and any amendments thereto were developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2020 Triangle Tax District Wake Capital Fund Ordinance was adopted by the GoTriangle Board of Trustees on June 26, 2019; and

WHEREAS, the Parties desire to implement the components of the 2020 Wake Transit Work Plan as adopted and amended by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Element involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, no Implementation Elements awarded funding through the Community Funding Area Program will move forward until an Implementation Agreement, which shall include Capital Funding Agreements or Operating Agreements, is executed by and between the Implementing Party; GoTriangle, as administrator of the Special District; and CAMPO.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

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Special Capital Funding Agreement for Community Funding Area Program - Planning
GoTriangle, Town of Garner, CAMPO
July 2019 (FY20)
Contract # ~~19-058XXXX~~

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1. **Term:**

This Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2021⁹. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation Agreement.

3. **Responsibilities:**

A. **Responsibilities of the Implementing Party.**

- (1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested.
- (2) Requests for reimbursement ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly but may be submitted as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to GoTriangle, specifically to waketransitreimbursement@gotriangle.com, with a copy to CAMPO, specifically to Bret.MartinMatthew.Cushing@campo-nc.us.

All Reimbursement Requests must be made using a Billing, Payment, and Reimbursement Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

- (3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from

3

Special Capital Funding Agreement for Community Funding Area Program - Planning
GoTriangle, Town of Garner, CAMPO
July 2019 (FY20)
Contract # ~~19-058XXXX~~

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GoTriangle.

- (4) Any performance on which an Implementing Party receives reimbursement must be performed by June 30, 202~~19~~.
- (5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.
- (6) Further, the Implementing Party shall:
 - (a) Ensure that Wake Transit Tax Revenue provided by GoTriangle is not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
 - (b) Ensure that a minimum of 50 percent of the total costs associated with the project, as described in Exhibit A, are expended from the Implementing Party's funds that were demonstrated through its application to the Community Funding Area Program to be provided as the required matching funds for the program. All Reimbursement Requests submitted by the Implementing Party shall detail total costs expended for the project along with the reimbursable amount. The total of Reimbursement Requests for reimbursable costs shall not exceed the amount allocated to the project as described in Exhibit A.
 - (c) Public Engagement: The Implementing Party agrees to conduct, at a minimum, the public engagement plans described for the Project in the Implementing Party's project application for the Community Funding Area Program and as detailed in Exhibit A-1, Scope of Work.
 - (d) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
 - (e) Maintain a financial management system adequate for monitoring the accumulation of costs.
 - (f) Follow all applicable procurement and/or property acquisition processes.

(g) ~~Attend a kick-off meeting~~Meet with staff from CAMPO within 60 days ~~of~~the~~after~~ execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.

(h) ~~At no less than 150 days and no greater than 240 days from the date of execution of this agreement, attend a Meet with staff from CAMPO for a~~mid-year project review meeting with CAMPO staff to discuss project progress and to address any technical issues with the project that may need attention. The mid-year review meeting may be held by phone or in person.

B. Responsibilities of GoTriangle.

(1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2020 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2020 Wake Transit Work Plan.

(2) GoTriangle, upon receipt of a Reimbursement Request from the Implementing Party, shall verify within five (5) business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify CAMPO and the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, CAMPO or the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle, CAMPO, and the Implementing Party.

(3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

- (4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

C. Responsibilities of CAMPO.

- (1) Within five (5) business days of receiving a Reimbursement Request from the Implementing Party, CAMPO shall verify that the Reimbursement Request is complete, is within the approved budget, and is consistent with the scope of the project as reflected in Exhibit A and any other applicable scope-related attachments or exhibits to this Agreement.
- (2) ~~Attend a kick-off m~~Meeting with staff from the Implementing Party within 60 days ~~of the~~after execution of this agreement to discuss the scope of work, timeline, reporting requirements, public engagement activities, reimbursement requirements for the project, as well as to discuss a schedule for any subsequent project oversight meetings.
- (3) ~~At no less than 150 days and no greater than 240 days from the date of execution of this agreement, attend a Meet with staff from the Implementing Party for a~~ mid-year project review meeting ~~with staff from the Implementing Party~~ to discuss project progress and to address any technical issues with the project that may need attention. The mid-year review meeting may be held by phone or in person.

4. Progress Reporting:

Unless otherwise agreed in writing between Parties, the Implementing Party agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. This reporting shall be provided by the Implementing Party to GoTriangle and CAMPO within thirty (30) days following the end of each applicable quarter. The Implementing Party shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and

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performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time

to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. 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.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

- (a) The Implementing Party shall not be required to continue implementing the Projects but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
- (b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.
- (c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

9. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:

~~President and CEO~~ ~~Jeffery Mann~~
~~General Manager~~
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:

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Special Capital Funding Agreement for Community Funding Area Program - Planning
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~~Shelley Blake~~

General Counsel
GoTriangle
P.O. Box 13787
Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee
CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to CAMPO:
CAMPO
Attn: Executive Director
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to the Town of Garner:
Town of Garner
Attn: Town Manager
900 7th Avenue
Garner, NC 27529

10. **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 the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. 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 a Party is bound, or constitutes a default under any of the foregoing.

C. 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.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other Party of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties. Notwithstanding the foregoing, all Parties understand and agree that Implementing Agency currently uses an independent contractor to operate its transit system and that such mode of operation is specifically permitted under this Agreement.

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16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

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18. **No Waiver of Sovereign Immunity:**

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Nothing in this Agreement shall be construed to mandate purchase of insurance by ~~Wake County pursuant to N.C.G.S. 153A-435 or purchase of insurance by any 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 any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any 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.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

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RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle) By: _____ _____, Jeffrey G. Mann, General Manager <u>President and CEO</u> This, the ____ day of _____, 2019.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Saundra Freeman, Chief Financial Officer for GoTriangle This, the ____ day of _____, 2019.
	Reviewed and Approved as to legal form. _____ _____, Shelley Blake , General Counsel

NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION "CAMPO"

By: _____
Chris Lukasina, Executive Director

ACKNOWLEDGEMENT by
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, "CAMPO"

State of North Carolina
County of Wake

I, _____, a Notary Public for said County and State, do hereby certify that Chris Lukasina, Executive Director personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2019.

Notary Public

(Affix notary seal)

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Special Capital Funding Agreement for Community Funding Area Program - Planning
GoTriangle, Town of Garner, CAMPO
July 2019 (FY20)
Contract # 19-058XXXX

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My Commission Expires: _____, 20____

Town of Garner By: _____ Rodney Dickerson, Town Manager This, the ____ day of _____, 2019. [Seal] ATTEST: By: _____ Stella Gibson, Town Clerk	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ <u>David Beck</u> Pam Wortham , Chief Financial Officer This, the ____ day of _____, 2019.
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16
Special Capital Funding Agreement for Community Funding Area Program - Planning
GoTriangle, Town of Garner, CAMPO
July 2019 (FY20)
Contract # ~~19-058XXXX~~

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Reports

Id	Title	Description	Current Status	Address	Date Created
5806948	Anonymous Tip	This Atlantic Roofing Supply business continues to park their 18 wheeler trucks on the street every night. We are awakened every morning around 0430 due their workers arriving to work before business hours cranking their trucks in front of our home. Can something be done about this? I have attached a photo below.	In Progress	1308 Bobbitt Dr, Garner	3/31/2019
5909573	Pipe and Storm Drain Maintenance	gutter drain is clogged with leaves	In Progress	Towne View Trail, Garner	4/18/2019
6401179	Streetlight Problem	Streetlight is turned into the tree and the tree has overgrown the light, making a dark spot in the street.	In Progress	253 Timber Dr, Garner	7/11/2019
6420711	Junk Vehicle (Private	Two junk cars	In Progress	100 Pineway St, Garner	7/15/2019
6535279	Misc. - Streets	Abandoned Ram truck / Alabama plates right past grocery boy jr on Meadowbrook	Received	902 Meadowbrook Dr, Garner	8/3/2019
6547959	Junk Vehicle (Private Property)	Junk cars and parts Also other various items like this washing machine on the front porch	In Progress	1308 Lakeside Dr, Garner	8/6/2019
6555972	Dead Tree (Private Property)	5th Ave and Vandora Springs Road, there are two dead trees at this location, another one on the other side of 5th Ave.	Received	1320 5th Ave, Garner	8/7/2019
6561760	Sight Distance	Sight obstruction	In Progress	Garner High	8/8/2019
6567958	Pothole/ Pavement Repair	Curb sinking	Received	200 Rolling Ridge	8/8/2019
6569665	Commercial Vehicles	This residence has someone parking a commercial truck, moving type or something, again. They had done this before, and you handled it. I first saw the truck last Sunday (almost a week ago) and waited to send it in to see if it were a one-time thing, but it has been going on all week, evenings for sure.	Submitted	4814 Greenbrier Rd, Raleigh	8/9/2019
6581368	Litter Pickup	Behind this house in the creek area it's a single chair and cart also a cutter of debris building up creating a damn right in front of debris	In Progress	602 Nellane Dr, Garner	8/12/2019

6587625	Trim Vegetation	Trees blocking sight on Hillbrook Ct so we can't see what is coming up the hill.	Received	1700 Woodland Rd, Garner	8/12/2019
6589216	Litter Pickup	There is lot of litter around the Cloverdale park and trance all the way up along Weston and someone also dumped a propane tank a small one thank you	Submitted	1518 Meadowbrook Dr, Garner	8/13/2019

Memorandum

To: Rodney Dickerson, Town Manager
From: David C. Beck, Finance Director
Date: August 20, 2019
Subject: Financial Reports for June 2019
CC: Town Council

Attached is the statement of revenues and expenditures for FY 2019 through June 30, 2019. We are twelve months in to the budget year but some year-end adjustments remain.

The report shows that year-to-date, the Town has collected approximately 80.5% of estimated revenues. Some revenues are still expected as well as fiscal year-end closeout adjustments and these items will impact total revenues for the year. Some important analysis of the Town's revenues included:

- Through the end of May, we have collected 100.74% of the budgeted amount of property tax. One additional month of tax revenue for vehicles is expected for the 2018-19 fiscal year.
- Sales tax revenues for July through March are 9.08% higher compared to those months in FY 2018.
- We have collected \$592,818 or 92.62% of the budgeted revenue for car tags. The increased fee was not reflected in collections until October 2018.
- The Town's total assessed value on our year-to-date property tax billings is 4.56% higher than this time last year.

Please review the attached Analysis of Revenues for additional information.

Overall, the report shows that the Town expended approximately 87.9% of its budget. At the same point in the previous fiscal year, the Town had spent 90.0% of its budget. As mentioned above, year-end adjustments are still being made and invoices are still coming in for expenditures in FY 2018-19 so final numbers for the year will be different. Also, the reports do not include the final "true up" of revenues that will be set aside for reserves. These adjustments will be made as part of the annual audit.

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

Town of Garner
Statement of Revenues and Expenditures
For the Period July 1, 2018 - June 30, 2019

FOR INTERNAL USE ONLY

	Budget	Actual	Over (Under) Budget	Percentage of Budget	Actual Prior Year
REVENUES					
Ad valorem taxes	\$ 18,569,806	\$ 18,863,472	\$ 293,666	101.6%	\$ 17,862,062
Other taxes and licenses	6,846,875	5,789,183	(1,057,692)	84.6%	4,730,336
Intergovernmental revenues	3,334,967	2,849,581	(485,386)	85.4%	2,685,626
Permits and fees	2,568,500	3,040,807	472,307	118.4%	2,519,419
Sales and services	573,573	635,587	62,014	110.8%	548,299
Investment earnings	503,000	610,490	107,490	121.4%	367,573
Other revenues	256,607	318,302	61,695	124.0%	272,503
Other Financing Sources	7,283,880	29,748	(7,254,132)	0.4%	48,515
Proceeds from issuance of debt		-	-	0.0%	660,000
Transfers in		-	-	0.0%	-
Appropriated fund balance		-	-	0.0%	-
Total Revenues	\$ 39,937,208	\$ 32,137,170	\$ (7,800,038)	80.5%	\$ 29,694,333
EXPENDITURES					
Governing body	\$ 401,286	\$ 376,615	(24,671)	93.9%	\$ 388,913
Administration	1,582,589	1,499,073	(83,516)	94.7%	1,325,119
Finance	925,012	878,174	(46,838)	94.9%	771,298
Economic development	361,607	347,798	(13,809)	96.2%	362,058
Economic incentives	10,600	-	(10,600)	0.0%	-
Planning	789,690	727,663	(62,027)	92.1%	651,597
Inspections	1,091,855	1,002,884	(88,971)	91.9%	950,375
Engineering	809,576	622,845	(186,731)	76.9%	597,977
Information technology	795,897	770,477	(25,420)	96.8%	534,704
Police	7,991,159	7,708,216	(282,943)	96.5%	8,374,535
Fire services	3,428,021	3,404,401	(23,620)	99.3%	3,282,609
Public works	8,752,200	7,702,281	(1,049,919)	88.0%	6,955,700
Parks and recreation	4,570,050	4,497,395	(72,655)	98.4%	1,884,313
Debt service	3,717,729	3,773,106	55,377	101.5%	3,748,005
Special appropriations	1,338,208	1,240,699	(97,509)	92.7%	1,295,122
Capital Outlay - VERT	493,967	456,499	(37,468)	92.4%	-
Transfers out	2,877,762	85,000	(2,792,762)	3.0%	-
Contingency	-	-	-	0.0%	-
Total expenditures	\$ 39,937,208	\$ 35,093,126	\$ (4,844,082)	87.9%	\$ 31,122,325
Revenues over Expenditures	\$ -	\$ (2,955,955)	\$ (2,955,955)		\$ (1,427,992)

Town of Garner
Analysis of Major Revenues
For the Period July 1, 2018 Through June 30, 2019

Property Tax Collections

(collections compared to budget)

	Through Month Ending	
	6/30/2019	6/30/2018
Collections--Current Year	\$ 18,579,122	\$ 17,786,232

Note: Does not include DMV taxes collected in June -- will not be received until mid-to-late July.

Collection % Budget	100.74%	101.13%
Collection % Value/Levy (both DMV & Wake Co)	104.11%	99.57%

Property Tax Billings (from Wake County & DMV)

	Through Month Ending		
	6/30/2019	6/30/2018	
Real Property	\$2,896,345,048	\$2,777,319,789	
Personal Property	219,266,615	203,660,399	
Public Service Property	133,018,450	132,723,662	
Vehicles	255,887,814	238,073,243	
			Percent Change
Total	\$3,504,517,927	\$3,351,777,093	4.56%

Sales Tax Distributions

	Through Month Ending		
	6/30/2019	6/30/2018	% Change
Sales Taxes	\$5,028,294	\$4,609,593	9.08%

Sales taxes distributed through 6/30 represent sales tax paid by consumers in July 2018-March 2019.

Building Permit Fees

	Through Month Ending		
	6/30/2019	6/30/2018	% Change
Fees Collected	\$1,418,234	\$1,025,317	38.32%

PRCR Fees

	Through Month Ending		
	6/30/2019	6/30/2018	% Change
Recreation Fees	\$255,878	\$238,543	7.27%
Facility Rentals	\$259,806	\$221,453	17.32%

Town of Garner
Selected Balance Sheet accounts
As of June 30, 2019

FOR INTERNAL USE ONLY

	<u>General</u>
ASSETS	
Cash in Bank	\$ (76,058)
Petty cash and change funds	2,031
NC Cash Management Trust investments	17,728,296
PFM Investments	9,917,384
Police Asset Forfeiture account	47,095
Receivables & Inventory (excluding Taxes & Assessments)	922,276
	<u>\$ 28,541,024</u>
LIABILITIES	
Accounts Payable	\$ 879,951
Bonds on deposit for Planning/Engineering	90,330
Rental Deposits	17,190
Deferred Revenue	22,830
	<u>\$ 1,010,301</u>
Current Year Revenues to date	\$ 32,137,170
Current Year Expenditures to date	(35,093,126)
Restricted Fund Balance July 1	859,287
Committed Fund Balance July 1	8,147,054
Unrestricted Fund Balance	21,480,337
	<u><u>\$ 27,530,723</u></u>

Planning Department Memorandum






TO: Rodney Dickerson, Town Manager

FROM: Jeff Triezenberg, AICP, GISP; Planning Director

SUBJECT: *Value of Recent Housing Sales*

DATE: August 6, 2019

Recently, some members of the Town Council have expressed an interest in learning more about the current status of the Town's housing stock. This brief series of maps identifies the value of actual sales prices since 2017 and then compares those prices to the assessed values of homes in the vicinity.

LEGEND	
	\$165,000 or less
	\$165,001 - \$225,000
	\$225,001 - \$295,000
	\$295,001 - \$360,000
	More than \$360,000

In order to identify price breaks that have some basis in reality (as opposed to random breaks), the breaks shown represent how much house a household in Wake County could afford – assuming in all categories that the buyer has made a 20% downpayment and is spending 30% of their income on their mortgage. The breaks do not assume anything further. The Wake County median household income of \$66,579 roughly corresponds to the \$295,000 value break.

Sample Subdivision Name – builder: name



Map 1: Homes Sold Since 2017

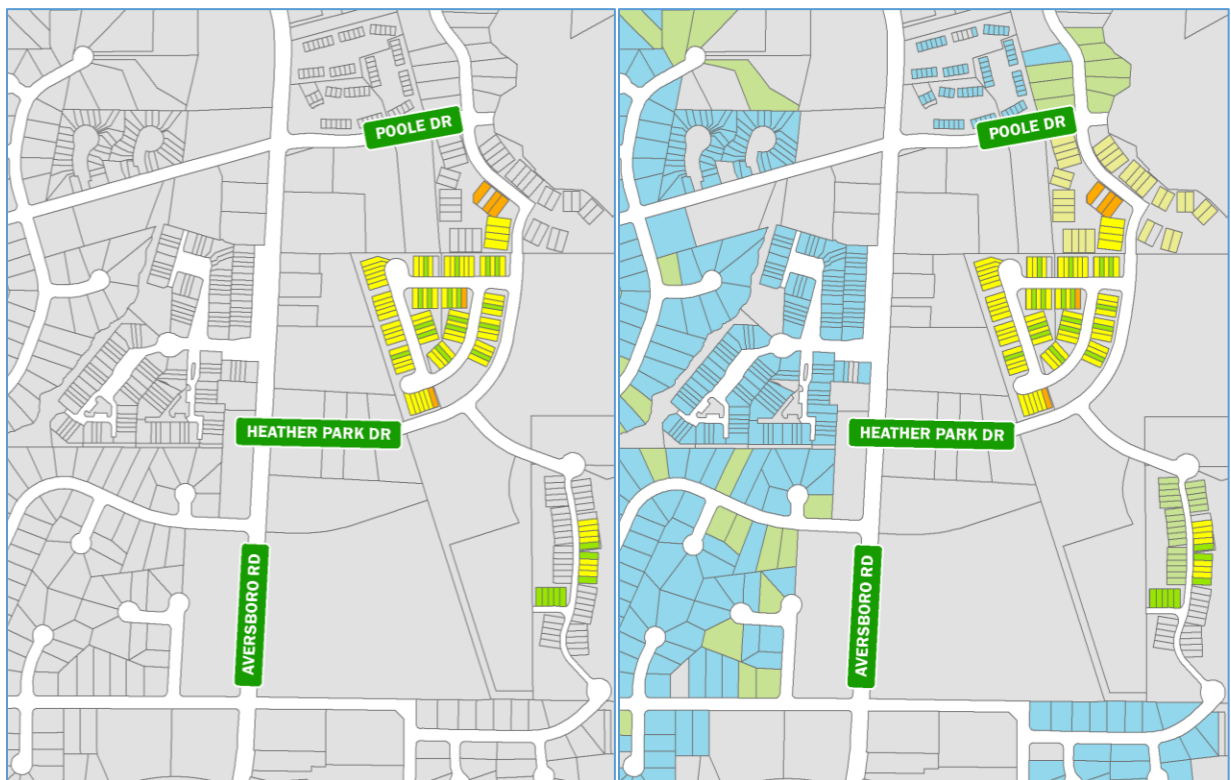


Map 2: Homes Sold Since 2017 and Assessed Values of Older Homes

Preakness Place – builder: DR Horton



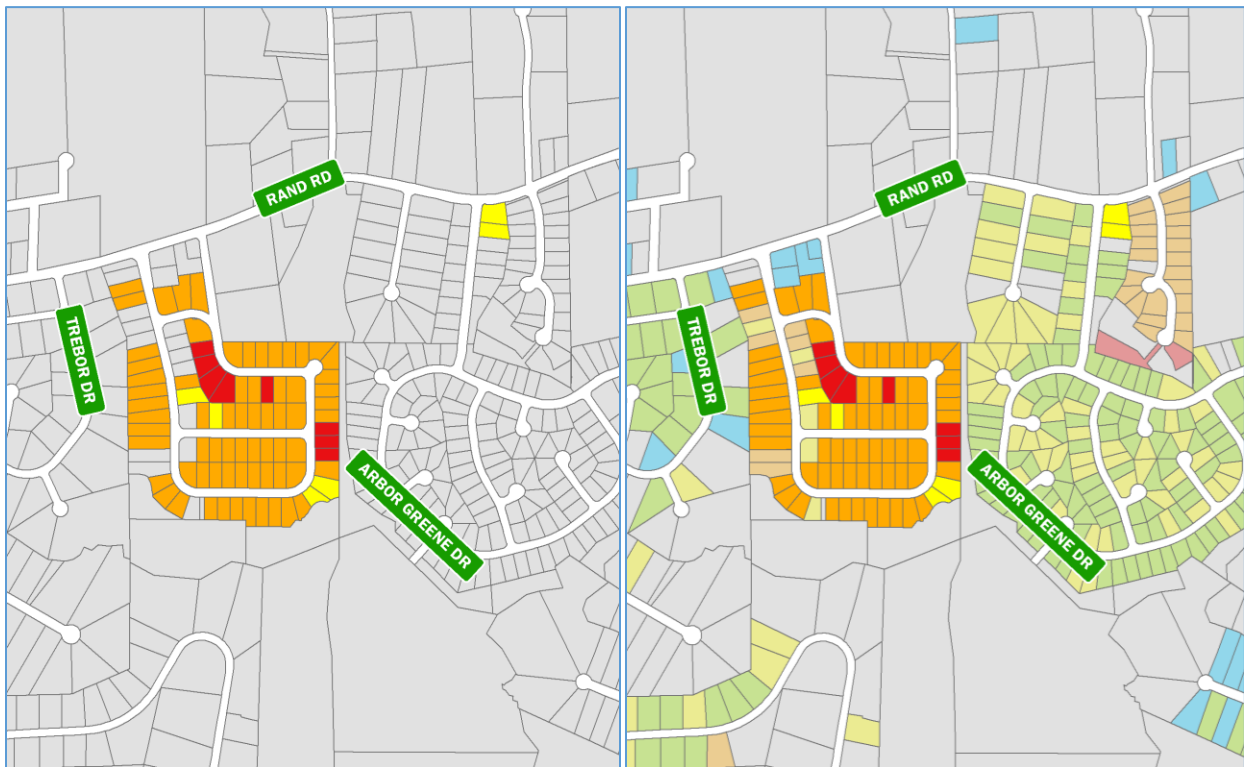
Heather Park Drive Area Townhomes – builders: Royal Oaks, others



Vandora West – builder: Smith Douglas Homes



Creekside – builder: DR Horton



New Bethel / Clifford Area – builders: Royal Oaks, DR Horton, others



By the end of the calendar year, data from McCuller's Walk (townhomes and single-family detached) and Auburn Village (55+) should be available as well. If you have any questions regarding the information presented here, please advise.

Planning Department staff will consider other available data that may be of interest and present in a similar fashion so as to form a series of memos should this format be found to be acceptable. Any feedback is appreciated.