TOWN OF GARNER

Town Council
Regular Session

December 22, 2020
7:00 p.m.

Garner Town Hall
900 7th Avenue
Garner, NC  27529
This regular meeting of the Council will be conducted at 7:00 p.m. in the Garner Town Hall located at 900 7th Avenue, Garner.

Seating Capacity: To comply with COVID-19 distancing requirements, audience seating in the Council Chambers is restricted to approximately 25 seats, with another 25 seats available in an overflow room upstairs. Once those seats are filled, visitors may be asked to wait outside until space is available in the building. The Mayor will attempt to provide time during the meeting for residents and visitors whose item has been heard to leave and make room for those with items still on the agenda.

Mask Policy: In keeping with the Governor’s Executive Order requiring masks in public, staff and audience members must wear face coverings during Council meetings unless they are exempted from the Governor’s order.

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

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

B. PLEDGE OF ALLEGIANCE: Mayor ProTem Behringer

C. INVOCATION: Mayor ProTem Behringer

D. PETITIONS AND COMMENTS

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

E. ADOPTION OF AGENDA

F. PRESENTATIONS

1. Juneteenth Committee..........................................................Page 5

Presenter: Rodney Dickerson, Town Manager

The Juneteenth Committee appointed by Mayor Ken Marshburn will present its findings over the last few months and present a recommendation pertaining to Juneteenth awareness, education, and celebration.
G. CONSENT

1. Budget Amendment – Inspections…………………………………………………………………..Page 6
   Presenter:  David Beck, Finance Director

   During the 11/24 work session, Council received a presentation from Mike Franks about utilizing some of the excess Inspections Department revenue for the purchase of new vehicles. It is mandated that Inspections generated revenues be used only for the support of that department. Purchasing these new vehicles will allow the Town to re-purpose several of the existing vehicles for needs within other departments as well as replacing vehicles that are in poor condition. Ten new vehicles will be purchased at an estimated cost of $30,000 per vehicle.

   Action:  Consider adopting Ordinance (2020) 4096

2. Budget Transfer-PRFM…………………………………………………………………………………….Page 8
   Presenter:  David Beck, Finance Director

   As part of the PFRM project at the Avery Street Recreation Center, there are HVAC repairs that need to be coordinated with the roof replacement. Additional funding is needed in the PFRM budget to cover the total cost of the HVAC and roofing work. Public Works is going to transfer money out of their Facilities Repair and Maintenance line item over to the PFRM budget so that all the necessary can be completed.

   Action:  Consider adopting Ordinance (2020) 4097

3. Nuisance Abatements………………………………………………………………………………………Page 10
   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 adopting Resolution (2020) 2433

4. Council Meeting Minutes………………………………………………………………………………..Page 13
   Presenter:  Stella Gibson, Town Clerk

   Regular and closed session minutes from the November 17 and 24, 2020 Council meetings.

   Action:  Consider approving minutes
H. PUBLIC HEARINGS

1. **CUP-SP-19-27 Rand Village Commercial**..........................................................Page 24
   
   Presenter:  Stacy Griffin, Principal Planner
   
   Conditional use site plan (CUP-SP-19-27) for a 26.92 acre site on the north side of US401 near the intersection with Ten Ten Road. A commercial subdivision plan was approved for this site on July 21, 2020. This commercial site plan is for a 155,580 square foot wholesale-retail business, a gas station associated with the wholesale-retail business, and a 5,188 square foot restaurant. Other site plans will be forthcoming as the commercial project develops.

   Action: Consider approving with conditions

I. NEW/OLD BUSINESS

1. **Approval of Funding Agreement for Schematic Design of Fire Station #5**........Page 36
   
   Presenter:  Matt Roylance, Asst. Town Manager-Operations
   
   The Town of Garner, Wake County, and the Town of Fuquay Varina are interested in building a joint fire station and EMS station on Caddy Road in the McCullers area. This Memorandum of Understanding lays out the terms and funding required for schematic design of the stations, which Wake County will manage on behalf of the parties.

   Action: Consider approving agreement subject to 1) final terms acceptable to Town Attorney and 2) approval of other parties.

2. **GAHS Historic Depot Agreement**.................................................................Page 56
   
   Presenter:  Rodney Dickerson, Town Manager
   
   The renovation of the Historic Garner Depot is close to completion. The Town has agreed to lease it to the Garner Area Historical Society to operate it as a museum. The attached contract spells out the terms. They would also like to get permission to serve beer and wine at various events on the property.

   Action: Consider authorizing the Manager to approve contract; and approve Ordinance (2020) 4098 pertaining to serving alcohol.

3. **Facility Naming**..................................................................................................Page 72
   
   Presenter:  Mayor Ken Marshburn
   
   Mayor Marshburn appointed a committee to discuss the potential to apply the Facility Naming Policy to former Mayor Ronnie S. Williams. The committee will discuss its recommendation.

   Action: Consider endorsing recommendation and seek public comment.
J. COMMITTEE REPORTS

K. MANAGER REPORTS
   1. Garner info
   2. Council Retreat Planning Update

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. CLOSED SESSION

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

O. ADJOURN
Meeting Date: December 22, 2020
Subject: Juneteenth Committee
Location on Agenda: Presentations
Department: Administration
Contact: Rodney Dickerson, Town Manager
Presenter: Rodney Dickerson, Town Manager

Brief Summary:
The Juneteenth Committee appointed by Mayor Ken Marshburn will present its findings over the last few months and present a recommendation pertaining to Juneteenth awareness, education, and celebration.

Recommended Motion and/or Requested Action:
Endorse Recommendation

Detailed Notes:

Funding Source:
n/a

Cost: One Time: ☐ Annual: ☐ No Cost: ☐

Manager’s Comments and Recommendations:

Attachments Yes: ☐ No: ☐

Agenda Form Reviewed by: Initials: Comments:
Department Head: 
Finance Director: 
Town Attorney: 
Town Manager: RD 
Town Clerk: 

Page 5
## Meeting Date: December 22, 2020

<table>
<thead>
<tr>
<th>Subject: Budget Amendment - Inspections Vehicles</th>
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<tr>
<td>Location on Agenda: Consent</td>
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<tr>
<td>Department: Finance</td>
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<tr>
<td>Contact: David C. Beck, Finance Director</td>
</tr>
<tr>
<td>Presenter: David C. Beck, Finance Director</td>
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### Brief Summary:

During the 11/24 work session, Council received a presentation from Mike Franks about utilizing some of the excess Inspections Department revenue for the purchase of new vehicles. It is mandated that Inspections generated revenues be used only for the support of that department. Purchasing these new vehicles will allow the Town to re-purpose several of the existing vehicles for needs within other departments as well as replacing vehicles that are in poor condition. Ten new vehicles will be purchased at an estimated cost of $30,000 per vehicle.

### Recommended Motion and/or Requested Action:

Consider adopting Ordinance (2020) 4096

### Detailed Notes:

This will be an efficient use of funds while also addressing needs in other departments.

### Funding Source:

Restricted fund balance

| Cost: $300,000 | One Time: ☐ | Annual: ☐ | No Cost: ☐ |

### Manager’s Comments and Recommendations:

This will be an efficient use of funds while also addressing needs in other departments.

### Attachments

Yes: ☐  No: ☐

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<tr>
<th>Agenda Form Reviewed by:</th>
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ORDINANCE NO. (2020) 4096

ORDINANCE AMENDING ORDINANCE NO. (2020) 4065 WHICH ESTABLISHED THE OPERATING BUDGET

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

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

Revenue Amendment Request

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>CURRENT BUDGET</th>
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<tr>
<td>10309000-496901</td>
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TOTAL REVENUE INCREASE (DECREASE) $300,000.00

Expenditure Amendment Request

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<td>10470000-537410</td>
<td>Vehicle</td>
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<td>$</td>
<td>$300,000</td>
<td>$300,000</td>
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TOTAL EXPENDITURE INCREASE (DECREASE) $300,000.00

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

Duly adopted this 22nd day of December 2020.

ATTEST:

___________________________________
Ken Marshburn, Mayor

Stella L. Gibson, Town Clerk
As part of the Public Facilities Repair and Maintenance (PFRM) project at the Avery Street Recreation Center, there are HVAC repairs that need to be coordinated with the roof replacement. Additional funding is needed in the PFRM budget to cover the total cost of the HVAC and roofing work. Public Works is going to transfer money out of their Facilities Repair and Maintenance line item over to the PFRM budget so that all the necessary can be completed.

Consider adopting Ordinance (2020) 4097

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<td>Town Manager:</td>
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ORDINANCE NO. (2020) 4097

ORDINANCE AMENDING ORDINANCE NO. (2020) 4065 WHICH ESTABLISHED THE OPERATING BUDGET

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

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

<table>
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<tr>
<th>ACCOUNT NUMBER</th>
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<th>PROJECT</th>
<th>CURRENT BUDGET</th>
<th>CHANGE</th>
<th>REVISED BUDGET</th>
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TOTAL INCREASES $ 11,977.00

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<tr>
<th>ACCOUNT NUMBER</th>
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<th>CHANGE</th>
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<td>Equipment Maintenance &amp;</td>
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<td>$ 40,000</td>
<td>(11,977)</td>
<td>$ 28,023</td>
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TOTAL (DECREASES) $ (11,977.00)

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

Duly adopted this 22nd day of December 2020.

ATTEST:

Ken Marshburn, Mayor

Stella L. Gibson, Town Clerk
**Town of Garner**  
**Meeting Date:** December 22, 2020  
**Subject:** Nuisance Abatements  
**Location on Agenda:** Consent  
**Department:** Finance  
**Contact:** David C. Beck, Finance Director  
**Presenter:** David C. Beck, Finance Director  

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

**Recommended Motion and/or Requested Action:**  
Consider adopting Resolution (2020) 2433

**Detailed Notes:**

**Funding Source:**

n/a

**Cost:**

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<tr>
<th>One Time</th>
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**Manager’s Comments and Recommendations:**

**Attachments**  
Yes: ○  
No: ○

**Agenda Form**  
**Reviewed by:**  
Initials:  
Comments:

**Department Head:**  
DCB

**Finance Director:**  
DCB

**Town Attorney:**

**Town Manager:**  
RD

**Town Clerk:**
RESOLUTION NO. (2020) 2433

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
405 Bagwell St        Charletia Renee Williams         77091            200.00
519 Bagwell St        Salome McClam                     45431            200.00
1506 Vandora Springs Rd Michael R. Meekhof             53997            100.00
109 Stefi Ct          Michael C. Crowley                153068           200.00
790 Timber Dr         790 Timber Dr Garner LLC             240674           194.82
128 Weston Rd         Durham & Associates Realtors        4359             200.00

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 22nd day of December 2020.

(Town Seal)       _________________________________________
                      Ken Marshburn, Mayor

ATTEST:

_____________________________
Stella L. Gibson, Town Clerk
Meeting Date: December 22, 2020

Subject: Council Meeting Minutes

Location on Agenda: Consent

Department: Administration

Contact: Stella Gibson, Town Clerk

Presenter: Stella Gibson, Town Clerk

Brief Summary:

Council meeting and closed session minutes from November 17 and November 24, 2020.

Recommended Motion and/or Requested Action:

Consider approving minutes

Detailed Notes:

Funding Source:

n/a

Cost: One Time: ☐  Annual: ☐  No Cost: ☐

Manager’s Comments and Recommendations:

Attachments Yes: ☐  No: ☐

Agenda Form Reviewed by:  Initials:  Comments:

Department Head:  SG

Finance Director:

Town Attorney:

Town Manager:  RD

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

**CALL MEETING TO ORDER/ROLL CALL:** Mayor Ken Marshburn

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

Council Member Singleton arrived at approximately 8:27 p.m.

Demian Dellinger participated via TEAMS

Staff Present: Rodney Dickerson-Town Manager, Matt Roylance-Asst. Town Manager-Operations, John Hodges-Asst. Town Manager-Development Services, Rick Mercier-Communications Manager, Gaby Lontos-Lawlor-Sr. Planner-Transportation, David Beck-Finance Director, Joe Binns-Police Chief, Chris Johnson-Town Engineer, Joe Stallings-Economic Development Director, Mari Howe-Downtown Development Manager, David Bamford-Planning Services Manager, Alison Jones-Planner II, Terri Jones-Town Attorney, and Stella Gibson-Town Clerk

**PLEDGE OF ALLEGIANCE:** Council Member Vance

**INVOCATION:** Council Member Elmo Vance

**PETITIONS AND COMMENTS**

**ADOPTION OF AGENDA**

Motion: Vance  
Second: Matthews  
Vote: 5:0

**PRESENTATIONS**

Joe Stallings, Economic Development Director and Mari Howe, Downtown Development Manager presented the Economic Development Department FY 20 Annual Report and a short video was shown highlighting accomplishments of 2020.

**CONSENT**

**Budget Amendment – PW Equipment**  
Presenter: David Beck, Finance Director

The Public Works department had a trailered arrow light board sign damaged while being towed when it was rear ended by another vehicle. Insurance proceeds cover the full replacement cost of a new sign. This amendment moves the insurance proceeds into the Public Works budget so they can move forward with the purchase of a replacement.
Action: Adopt Ordinance (2020) 4088

**Nuisance Abatements**  
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: Adopt Resolution (2020) 2431

**Budget Transfer – PD Vehicles**  
Presenter: David Beck, Finance Director

During the budget development process, Town Council appropriated additional funding for a new Community Liaison position for the Police Department. When the position was added, funding for a new vehicle was included in the Police departmental budget. The amendment moves funds for this vehicle over to the VERT budget where all of the other new vehicles are budgeted. No additional funding is needed.

Action: Adopt Ordinance (2020) 4089

**Surplus Property - VERT**  
Presenter: David Beck, Finance Director

The Police and Public Works departments have equipment and a vehicle that have cycled out of service and have been replaced with new items as part of this year’s VERT program. The old assets will be sold once approved as surplus property.

Action: Adopt Resolution (2020) 2431

**Expansion of the Corporal Position within the Police Department**  
Presenter: Rodney Dickerson, Town Manager

During the June 16, 2020 meeting, Chief Binns proposed the addition of a new leadership rank (Corporal) within the Police Department. The corporal position replaced the informal platoon leader position. The Chief would like to expand the number of corporal positions by two. This is not additional headcount, but a re-allocation of existing vacant headcount.

Action: Approve expansion of the Corporal position

**Council Meeting Minutes**  
Presenter: Stella Gibson, Town Clerk

Minutes from regular meetings of October 5, 20, and November 2; work session minutes of October 27; and closed session minutes of October 5, 20, 27, and November 2.

Action: Approve minutes

**White Oak Sewer - Wooten Company Amendment #1**  
Presenter: Chris Johnson, Town Engineer
To authorize approval of contract amendment #1 for additional construction administration for the project, which lasted 3 additional months than originally estimated in the contract.

Action: Authorize the Town Manager to execute amendment #1 with The Wooten Company for $4,950.

Action: Approval of Consent Agenda
Motion: Vance
Second: Matthews
Mayor ProTem Behringer noted a correction to the minutes from the November 2 meeting relating to parks fee-in-lieu - the effective date is 2021 (not 2020).
Vote: 5:0

Mayor Marshburn explained the procedures to be followed during these hearings and asked Council to disclose any bias, exparte communications, any close familial, business or other associational relationship with an affected person, or have a financial interest in the outcome. Hearing none, the Clerk administered the Affirmation of Oath to the following: Jess Achenbach, Chris Johnson, David Bamford, and Gaby Lontos-Lawlor.

PUBLIC HEARINGS

Mayor Marshburn opened the hearing and asked Mr. Bamford and Ms. Jones to provide the staff report. Mr. Bamford, Ms. Jones, and Mr. Achenbach consented to the remote hearing.

CUD-Z-20-03 & CUP-SP-20-03, Timber Drive East Apartments
Presenter: David Bamford, Planning Services Manager and Alison Jones, Planner

Conditional use rezoning (CUD-Z-20-03) and associated conditional use subdivision plan (CUP-SP-20-03) requests submitted by Garner Land Company, LLC to rezone 17.58+/- acres from Single-Family Residential (R-40) and Mixed Use (MXD-1) to Multi-Family (MF-2 C228a) Conditional Use for the development of a 272-unit apartment community. The site is located on Timber Drive East and may be further identified as Wake County PIN(s) - Portion of 1720-72-9660.

Jess Achenbach, 1729 Concord Drive, Charlottesville, Virginia, stated this project is an appropriate use for the area as well as an opportune time to bring needed rental housing to the area.

Council discussed the possible need to amend the Town’s UDO regarding parking requirements. Council Member Dellinger added this is a high density development and asked if there were any proposed bus routes going in that area and if so, to ensure buffers and accommodations were made.

Mayor Marshburn closed the hearing and called for a motion.

Action: Move Council accept staff 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 that the Council adopt Ordinance (2020) 4090 approving rezoning request CUD-Z-20-03 as it is reasonable and in the public interest because it will likely allow household living that are attractive to younger families with children as well as older residents looking to maintain private but smaller outdoor spaces and allow the development of appropriate density of housing in the area in which it is located.

Motion: Vance
Second: Matthews
Vote: 5:0
Action: Move Council accept 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-20-03, Timber Drive East Apartments, with the five conditions to be listed on the permit that will be prepared by staff.

Motion: Singleton
Second: Matthews
Vote: 5:0

CUD-Z-20-03 & CUP-SB-20-04 Timber Drive East Townhomes
Presenter: David Bamford, Planning Services Manager and Alison Jones-Planner

Conditional use rezoning (CUD-Z-20-03) and associated conditional use subdivision plan (CUP-SB-20-04) requests submitted by Garner Land Company, LLC to rezone 4.05+/- acres from Single-Family Residential (R-40) and Mixed Use (MXD-1) to Multi-Family (MF-2 C228b) Conditional Use for the development of a 40-unit townhome subdivision. The site is located on Timber Drive East and may be further identified as Wake County PIN(s) - Portion of 1720-72-9660.

Staff confirmed there is sufficient room in front of the townhomes area to add an easement for bus stop accommodations and the applicant stated he was open to discussing.

Council Member Singleton suggested adding a condition that Council allow staff to work with the developer to get appropriate easement language in place as long as that easement does not have a significant impact on the development of the project.

Action: Move the Council accept staff’s statements regarding zoning consistently with the Garner Comprehensive Plan, detailed in Section V of the staff report as our own and therefore move further that the Town Council adopt Ordinance No. (2020) 4091 approving rezoning request CUD-Z-20-03 as it will likely allow household living that are attractive to younger families with children as well as older residents looking to maintain private but smaller outdoor spaces and allow the development of an appropriate density of housing in the area in which it is located. Staff to work with the developer to get appropriate easement language in place as long as that easement does not have a significant impact on the development of the project.

Motion: Vance
Second: Behringer
Vote: 5:0

Action: Move the Council accept 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-SB-20-04, Timber Drive East Townhomes, with the five conditions to be listed on the permit that will be prepared by staff and add one additional permit that directs staff to work with the developer and get the appropriate easement amount of property needed for the easement and easement language be placed as a condition as long as it does not significantly impact the project that has been presented by the developer.

Motion: Singleton
Second: Matthews
Vote: 5:0

UDO-20-03, Residential Solar Panels
Presenter: Reginald Buie, Senior Planner
Mayor Marshburn opened the hearing.

Text amendment request (UDO-20-03) submitted by Douglas Kuhns, of 2903 Dunhaven Drive, to amend Article 5. Use Regulations K.3 (3) of the Unified Development Ordinance to allow ground-mounted solar systems on residential properties.

Mayor Marshburn closed the hearing and called for a motion.

Action: Hold public hearing for public comments and refer to the Planning Commission for review

Motion: Singleton
Second: Matthews
Vote: 5:0

UDO-20-05, Townhomes and Indoor Entertainment in the CBD
Presenter: Jeff Triezenberg, Planning Director

Text amendment request (UDO-20-05) submitted by the Planning Department in conjunction with the Downtown Garner Association to amend Article 5.1 Use Tables, Article 6.5.C.3. Minimum Lot Size, Article 6.9.A. Nonresidential Development Standards of the Unified Development Ordinance to provide greater flexibility in the design and density of townhomes, and to allow indoor entertainment uses - both in the Central Business District.

Action: Hold public hearing for public comments and refer to the Planning Commission for review

Motion: Matthews
Second: Singleton
Vote: 5:0

NEW/OLD BUSINESS

Lake Drive Improvements
Presenter: Chris Johnson, Town Engineer

Mr. Johnson provided Council with an update of the Lake Drive Improvements project and staff’s final recommendations to finalize the project design prior to land acquisition and construction.

Council Member Singleton suggested moving forward with the design of Alternative #4 and begin acquisition; stating the Town will be ready when funding is in place.

Mr. Triezenberg noted staff will be bringing several items forward for discussion regarding the streets & sidewalks bonds, as well as discussion of Council’s priorities to finish up the 2013 bonds.

Action: Approve staff’s recommendation to finalize design using Alternative #4 and begin acquisition phase of project.

Motion: Vance
Second: Singleton
Vote: 5:0
Bill Piper, who owns the house at the corner of Lake Avenue stated the house at the corner is only about 30’ off of the existing road and the road is being widened towards the house with about a 27’ easement from the edge of the new road to the house. Currently, there’s a driveway that goes around the house that is already so steep, it can only be used as an exit. Last year NCDOT purchased the frontage on Hwy 50 and are taking out all of those trees in front of the house and now with Lake Drive being widened, all the trees on the north of the house, caddy corner across from the house is the fire department, the trees are a visual and audio buffer. Privacy will be gone. He is the most affected.

Mr. Johnson responded the trees along the Lake Drive frontage will be removed and are either inside existing right-of-way or well inside the proposed right-of-way. There would be no way to salvage those trees and be able to improve the road. Staff can work with owner to try to steepen the slopes to see if there’s something that can be salvaged by pulling those side slopes in a bit more.

**UDO-20-04, Telecom Towers - Setback Radius**
*Presenter: Reginald Buie, Senior Planner*

Mr. Buie reviewed a text amendment request (UDO-20-04) by Cello Partnership, Verizon Wireless through Faulk & Faulk to amend Article 5. Use Regulations B. 8 (c) 7. of the UDO to reduce the fall-zone setback requirements for certain telecommunications towers engineered to have a break point.

Ben Herrick, 721 Linster Road, Rochester, MI, explained how breakaway poles are designed, break point technology, setbacks from residential property lines and fall zones.

Council was in favor of moving the item to a hearing if Section F was removed or more specific language was provided. The applicant was comfortable with that.

**Action:** Set public hearing for December 7, staff will draft language.

**Motion:** Singleton  
**Second:** Matthews  
**Vote:**  5:0

**Proposed Changes to Parks Fee-In-Lieu Calculation - Second Reading**
*Presenter: Matt Roylance, Asst. Town Manager-Operations*

In response to Council feedback during the FY 2021 budget process, staff updated the fee-in-lieu calculations for park land. Mr. Roylance also explained the methodology used to reach the two options presented for consideration.

Council expressed the need to re-visit the rates every two years or more frequently if needed.

**Action:** Council consensus for staff to make single family attached and multi-family $1,900 and move to the December 2nd meeting.

**Appointments to the GVFR Board of Directors**
*Presenter: Ken Marshburn, Mayor*

Re-appoint Joe Sample and Jeanette Stevens as the Town’s appointees to the Garner Volunteer Fire Rescue Board of Directors for an additional two year term, expiring November 18, 2023.

**Action:** Re-appoint Joe Sample and Jeanette Stevens to the GVFR Board of Directors.
COMMITTEE REPORTS

Mr. Hodges advised a meeting of the Public Works Committee will be needed to discuss several matters.

MANAGER REPORTS

- Garner info
- Building & Permit Report
- Holiday Events: Light-Up Main event on December 4 – a pre-recorded tree lighting will kick-off the 12 days of Christmas virtual performances. On Saturday, December 5, there will be a float featuring Santa as well as entertainment down Main Street.
- Mr. Roylance reported GPAC events will be conducted virtually for the series of performances from January through June.
- Mr. Hodges reported a CAMPO training opportunity on December 17 from 11:00 a.m. to 12:30 p.m. on the Metropolitan Transportation Plan.

ATTORNEY REPORTS

COUNCIL REPORTS

Matthews
- Asked about an incident where GVFR showed up to a fire and had difficulty gaining access to the property. He also asked if the Town allowed burning debris in the Town limits. The Town does allow recreational fire pits, but not burning of trash. Ms. Jones will investigate the circumstances which occurred with GVFR.
- Asked if the Town could create a bypass through the Veteran’s Memorial so the people visiting the Memorial are not impacted by runners and people walking their pets. Staff will look into.

Singleton
- Reported 12 shopping carts and an extreme amount of trash removed from the stormwater pond behind Lowe’s Home Improvement. Repair of the stormwater situation should be finished by the end of the month.

Dellinger
- Stated he was coming up on the anniversary of being appointed to Council and that it was an honor to serve.

Vance
- Reported vehicles were still parking in front of the Amazon facility.
- The sound level of the church services being held outside is disturbing residents.
- Recognized Veteran’s for their service.

Marshburn
- Thanked staff for the quick response to citizens concerns during the recent heavy rain and flooding.
- Reported serving his last term on the Triangle Council on Aging Board.

Mayor ProTem Behringer had nothing to report.
RETURN TO REGULAR SESSION

Council met in closed session to discuss real estate matters and litigation. No specific action was taken at this point in time.

ADJOURN: 11:38 p.m.

Motion: Matthews
Second: Behringer
Vote: 5:0
The Council met in a work session at 6:00 p.m. at Garner Town Hall located at 900 7th Avenue.

CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn

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

Staff Present: Rodney Dickerson-Town Manager, John Hodges-Asst. Town Manager-Development Services, Matt Roylance-Asst. Town Manager-Operations, Rick Mercier-Communications Manager, Mari Howe-Downtown Development Manager, Mike Franks-Budget & Special Project Manager, David Beck-Finance Director, Terri Jones-Town Attorney, and Ashley Knotts-Deputy Town Clerk.

Tony Beasley, Chris Johnson and Gaby Lontos-Lawlor attended via TEAMS.

ADOPPTION OF AGENDA

Motion: Behringer
Second: Matthews
Vote: 5:0

PRESENTATIONS

DISCUSSION/REPORTS

Utilization of excess Inspection Department funding to cover vehicle related costs
Presenter: Mike Franks, Budget & Special Projects Manager

Discussed the utilization of excess funding in the Inspections Department to replace various vehicles.

Action: No action required.

2013 Street and Sidewalk Bond Fund Update
Presenter: John Hodges, Assistant Town Manager

Mr. Hodges provided an update on the 2013 Street and Sidewalk Bond Fund and remaining projects. Also, discussed several existing and new funding needs that could qualify for current or future bond funds.

Action: Council consensus to move forward with the remaining projects.

Council Retreat Planning Discussion
Presenter: Rodney Dickerson, Town Manager
The Manager’s office would like to get input from Council to aid in initial planning the retreat.

The outcome of the retreat would be used to evaluate the need to revamp and/or rewrite the Strategic Plan which is a focus for 2021.

Action: Council consensus to proceed with planning.

Pending Agenda
Presenter: Rodney Dickerson, Town Manager

The pending agenda items for the December 2020 and January 2021 Council Meetings were provided for review and discussion.

Action: No action required.

MANAGER REPORTS

• Update on Wake County Transit Community Funding Area Program application. The time window for next fiscal year is due at the end of December. At this point there is not enough information to put on the application, so staff is preparing for the next cycle.

• Mr. Hodges stated the Wake County Comprehensive Plan WAKE is out for review on the Town’s website and social media. There is a survey to be completed as well, staff and Council are encouraged to participate.

COUNCIL REPORTS

All Council members wished everyone a safe and Happy Thanksgiving, and please wear your masks and follow social distancing guidelines. Thanked Joe and John on the Veterans Clinic, stated it says a lot for the Town and its future growth.

Mr. Dickerson stated that COVID testing will be coming back early December on Avery Street.

CLOSED SESSION

Motion: Behringer
Second: Matthews
Vote: 5:0

RETURN TO REGULAR SESSION

Council met in closed session to discuss a real estate acquisition, litigation, and personnel matter with staff.

ADJOURN: 9:07 p.m.
**Meeting Date:** December 22, 2020  
**Subject:** CUP-SP-19-27 Rand Village Commercial Site  
**Location on Agenda:** Public Hearings  
**Department:** Planning  
**Contact:** Stacy Griffin, AICP; Principal Planner  
**Presenter:** Stacy Griffin, AICP; Principal Planner

**Brief Summary:**
Conditional use site plan (CUP-SP-19-27) for a 26.92 acre site on the north side of US401 near the intersection with Ten Ten Road. A commercial subdivision plan was approved for this site on July 21, 2020. This commercial site plan is for a 155,580 square foot wholesale-retail business, a gas station associated with the wholesale-retail business, and a 5,188 square foot restaurant. Other site plans will be forthcoming as the commercial project develops.

**Recommended Motion and/or Requested Action:**  
Consider approving with conditions

**Detailed Notes:**
See attached vicinity map and staff report. A neighborhood meeting was not required by ordinance but meetings were held in conjunction with the previously-approved subdivision plan. Staff recommends approval of CUP-SP-19-27 should the Council find the plan in conformity with the UDO.

**Funding Source:**
n/a

**Cost:**  
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**Manager’s Comments and Recommendations:**

**Attachments**

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### Project: Rand Village

**Applicant:** Cambridge Properties, LLC  
**Owner:** Cambridge-Garner, LLC & Joseph Rand Trust  
**Location:** 7768 Fayetteville Rd.  
**Pin #:** 0699-18-305, 0689-8-4402, 0699-08-2470, & 0699-08-0104

**Proposed Use:** Commercial Development  
**Current Zoning:** Service Business (SB) & Single-Family Residential (R-40)  
**Proposed Zoning:** Service Business (SB) & Multi-Family (MF-2)  
**Acreage:** 26.68  
**Overlay:** US 70/US 401 Overlay District
TO: Mayor and Town Council
FROM: Stacy Griffin, AICP; Principal Planner
SUBJECT: Conditional Use Permit # CUP-SP-19-27, Rand Village
DATE: December 22, 2020

I. PROJECT AT A GLANCE

Project Number: CUP-SP-19-27, Rand Village
Applicant: Cambridge Properties, Inc. (Mr. Barrett Blackburn)
Owner: Cambridge-Garner, LLC
Plan Prepared by: Bohler Engineering

General Description -
Proposed Use: Commercial – Retail and Restaurant
Project Location: Fayetteville Road and Ten Ten Road
Wake Count PIN(s): 0699-08-2470, 0689-87-9987, 0689-98-4402, 0699-08-0104, 0689-97-1735
Zoning Classification: Service Business Conditional Use (SB-CU)

Key Meeting Dates –
Neighborhood Meeting: Not required. Meetings were held March 26, 2020 as part of CUD-Z-19-11/CUP-SB-19-04 with follow up letters sent on April 17, 2020 and July 27, 2020
Planning Commission: November 16, 2020
Town Council Public Hearing: December 22, 2020
II. BACKGROUND / REQUEST SUMMARY

Rand Village was approved as a Conditional Use Subdivision Plan (CUP-SB-19-04) on July 21, 2020.

This is the first Conditional Use Site Plan that follows the subdivision and conditional rezoning. This particular plan is for a 155,580 square foot wholesale-retail business, a gas station associated with the wholesale-retail business, and a 5,188 square foot restaurant. Other site plans will be forthcoming as the commercial project develops.

The site is zoned Service Business Conditional Use (SB C224). All of the uses being presented under this site plan are allowed in the zoning district.

III. COMMUNITY INFORMATION

Overall Neighborhood Character: This project is located on the north side of US 401 near the intersection with Ten Ten Road. There are other commercial and retail businesses located at this intersection.

Neighborhood Meeting: A neighborhood meeting was not required for this project since there is no rezoning associated with this case; however, the applicant did hold a neighborhood meeting as part of the original conditional commercial subdivision and rezoning process and followed up with two letters to residents after the initial meeting was held.
IV. SITE PLAN PROJECT DATA

Acreage: 26.92 +/- acres

Minimum Lot Size/Dimensions: 6,000 square feet

Setbacks:
- Front – 35’
- Rear – 0’/25’*
- Side – 0’/25’*
- Corner Side – 35’

*0’ when against non-residential, 25’ when against residential

Building Sizes:
1 - 155,580 foot wholesale/retail
2 - 186 square foot gas station with nine pumps
3 - 5,188 square foot restaurant
Building Material and Color: The buildings will be constructed of brick and metal panels.

Parcel 1 On Site Plan

Parcel 2 On Site Plan

Parcel 3 On Site Plan
Landscape and Buffer Requirements:

**Tree Cover:** The plan calls for 14.89% tree coverage (preserved and replacement), meeting the requirement of 10%.

**Street Buffers:**
- A 7.5 foot buffer (horizontal distance separation only) along US 401 Frontage and a 15 foot buffer along Ten Ten Road.

**Street Trees:**
- Trees provided along both street frontages every 40 feet as required.

**Perimeter Buffers:** There are perimeter buffers ranging from 15 feet to 45 feet on the site.

**Vehicular Service Area:** VSA plantings are provided as screening in the form of shrubs as well as canopy trees in planted islands.

**Building Foundation:** 10% of total plant points required. Each of the three site areas meets the 10% requirement.

Environmental Features:
This site does not contain FEMA designated floodplain.
Fire Protection: The Inspections Department has reviewed the plan for fire protection and given their approval.

Parking:
Parcel 1 – wholesale/retail – 1 spot per 200 sf of floor area
- **Required**: 778 (15 accessible)
- **Proposed**: 721 (16 accessible)
- Applicant is requesting a 7.3% reduction in required parking

Parcel 2 – gas station – 1 spot per 200 sf of floor area
- **Required**: 1
- **Proposed**: 0
- Applicant proposes that attendants will park in wholesale lot

Parcel 3 – restaurant – 1 spot for every 3 seats
- **Required**: 47 (3 accessible)
- **Provided**: 58 (3 accessible)

Lighting: Proposed site lighting meets the requirements of the Lighting Ordinance as well as meeting staff recommendations for LED fixtures. All fixtures have zero uplight, low glare and a warm white light exhibiting a color temperature of no more than 4,000 K (Kelvin).

Infrastructure: **Water/Sewer** - The parcels will be connected to the City of Raleigh public water and sewer systems.
**Stormwater Management:** Rand Village Commercial is a commercial development site that is located within the watershed protection area. This site is subject to stormwater water quality requirements for nitrogen and 85% TSS removal as well as water quantity requirements for the 1, 10 and 25 year storm events. This development plan proposes a wet retention pond and level spreader with vegetated filter strip to treat impervious surface from the development. These devices will satisfy all water quality and water quantity requirements at this site for nitrogen, 85% TSS removal and will detain the 1-, 10- and 25-year storm events. A nitrogen offset payment will also be required as part of this development.

**Site Access:** The site will be accessed from both US 401 and Ten Ten Road.

**Frontage Improvements:** Frontage improvements were approved as part of the Conditional Use Subdivision approval. The proposed commercial development has approximately 220 linear feet of frontage on Ten Ten Road. Westbound Ten Ten will be widened and curb, gutter, and sidewalk will be installed. Additional right-of-way will be dedicated to accommodate the new road section. A new driveway into the site will be installed across from Chalice Lane. On westbound Ten Ten, a dedicated right turn lane will be provided for the site driveway. On eastbound Ten Ten, a dedicated left turn lane will provide access. The existing left turn lane off of eastbound Ten Ten into the adjacent property to the west will be removed. A traffic separator will restrict this existing driveway to right-in and right-out movements. The commercial development also has approximately 800 linear feet of frontage on southbound US401. This section of US401 will be widened and curb, gutter, and sidewalk will be installed within the existing right-of-way. Two driveways will be provided into the site. A dedicated right turn lane from southbound US401 will installed at each driveway.
V. SITE PLAN CONFORMITY WITH APPLICABLE ADOPTED TOWN PLANS AND POLICIES

2018 Garner Forward Transportation Plan:
The 2018 Garner Forward Transportation Plan recommends Fayetteville Road as a six-lane divided arterial, and Ten Ten Road as a four-lane divided facility. The Plan does not provide any recommendations for pedestrian or bicycle facilities. With the proposed roadway improvements this project may be considered consistent with the recommendations of 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 plan recommendations in the project area; therefore, this project, as proposed, may be considered consistent 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, may be considered consistent with the regulations of the Unified Development Ordinance so long as the following project specific conditions are met:

1. Prior issuance of building permit payment of Engineering Inspection Fees shall be paid to the Town of Garner.

2. Prior to issuance of a building permit, payment of Public Utilities Fees shall be paid to the City of Raleigh.

3. Prior of issuance of building permit, a recombination plat must be approved and recorded at the Wake County Register of Deeds.

4. Construction Drawing submittal to the Engineering Department and City of Raleigh Public Utilities will be required.

5. All public road improvements (to include sidewalk, curb, gutter, road widening) on Ten Ten Road, southbound US401, and US401 median shall be completed prior to the first commercial certificate of occupancy being granted.

VI. PLANNING COMMISSION NOTES AND RECOMMENDATION

The Planning Commission reviewed this request at their November 16, 2020 meeting. The Planning Commission unanimously confirmed staff’s findings in Section V that CUP-SP-19-27, Rand Village commercial site plan, is in conformity with adopted town plans and policies.
CUP-SP-19-27 – Rand Village Commercial Site

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 Town plans and ordinances and Approve:

2. Find Inconsistent with Town plans and ordinances and Deny:

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

1. Find Consistent with Town plans and ordinances and Approve:

“I move that the Council accept the staff statements regarding plan consistency in Section V 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-19-27, Rand Village Commercial Site.”

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, etc.: 

____________________________________________________________
2. Find **Inconsistent** with Town plans and ordinances 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 ____________________________________________;*

### Meeting Date: December 22, 2020

#### Subject: Approval of MOU for Schematic Design of Fire Station #5

**Location on Agenda:** Old/New Business  
**Department:** Administration  
**Contact:** Matt Roylance, Assistant Town Manager  
**Presenter:** Matt Roylance, Assistant Town Manager

#### Brief Summary:

The Town of Garner, Wake County, and the Town of Fuquay Varina are interested in building a joint fire station and EMS station on Caddy Road in the McCullers area. This Memorandum of Understanding lays out the terms and funding required for schematic design of the stations, which Wake County will manage on behalf of the parties.

#### Recommended Motion and/or Requested Action:

Consider approving agreement subject to 1) final terms acceptable to Town Attorney and 2) approval of other parties.

#### Detailed Notes:

- Initial step in a partnership to expand fire service in Garner.

#### Funding Source:

Bond preparation funds approved in FY 2021 budget

#### Cost: $52,000  
   - One Time: ☐  
   - Annual: ☐  
   - No Cost: ☐

#### Manager’s Comments and Recommendations:

Initial step in a partnership to expand fire service in Garner.

### Attachments

- Yes: ☐  
- No: ☐

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OVERVIEW

- Garner Fire needs an additional station in the 401/Ten-Ten Rd. area to provide coverage due to growth.
- Wake County EMS needs station in same vicinity.
- Town of Fuquay Varina has similar need but may be on a different schedule.
- All parties have agreed in concept to jointly plan a station to accommodate all needs.
- After schematic design complete, each party decides whether to continue.
Scope of work includes the following elements:

- Site analysis
- Architectural program study
- Preliminary site planning
- Floor plans
- Elevations
- Cost estimate

Wake County Facilities Design & Construction will serve as project manager and hire consultant
MOU SUMMARY

- Wake County will involve both towns in design process
- Garner controls the site and will arrange for access as needed
- Results of work will be presented to all three governing bodies
- Each governing body will decide whether to move forward to future project phases
- Ultimate ownership of land and building to be determined later
COST AND FUNDING

- Budget for schematic design = $130,000
  - $52,000 Town of Garner (40%)
  - $52,000 Town of Fuquay Varina 40%)
  - $26,000 Wake County EMS (20%)

- Percentage split based on estimated square footage for each party

- Cost share will be adjusted in future phases as numbers are refined

- Land acquisition costs allocated to partners once ownership structure determined

- Town funding from $200,000 allocated for bond preparation in FY 2021 budget
ACTION REQUESTED

- Authorize Town Manager to sign Memorandum of Understanding:
  - Subject to terms and conditions acceptable to the Town Attorney (allows for minor changes to agreement as each party finalizes document)
  - Conditioned upon all parties approving the document (Manager won’t sign until all parties have approved)
STATE OF NORTH CAROLINA
COUNTY OF WAKE

THIS FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING, made and entered into this __________day of ______________, 2020 by and between WAKE COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as "the County", the TOWN OF GARNER, a Municipality of the State of North Carolina, hereinafter referred to as “Town of Garner” or “Garner”, and the TOWN OF FUQUAY-VARINA, a Municipality of the State of North Carolina, hereinafter referred to as “Town of Fuquay-Varina” or “Fuquay-Varina”, with the County and each Town being jointly referred to herein as “the Parties.”

WITNESSETH:

WHEREAS, Wake County EMS established a Master Plan for EMS Stations in 2008, updated in 2019, that includes co-location of EMS units within a fire station as a first consideration when deploying ambulances; and

WHEREAS, since 2008, Wake County EMS has been co-located in 19 different fire stations, representing 11 different county and municipal fire departments; and

WHEREAS, the current population, vulnerability data, and demand for service indicate a need to continue to deploy EMS resources in Garner, North Carolina; and

WHEREAS, the current population, planned growth, extension of high speed State Route 540 and projected increase in the demand for service indicate a need to expand fire service by the Garner Fire Department, which serves the Town of Garner and outlying areas of unincorporated Wake County, north of Secondary State Road 1010; and

WHEREAS, the current population, planned growth, extension of high speed State Route 540 and projected increase in the demand for service predict a need to expand fire service by the Fuquay-Varina Fire Department within the next ten years, which serves the Town of Fuquay-Varina and outlying areas of unincorporated Wake County, south of Secondary State Road 1010; and

WHEREAS, Wake County EMS and the Town of Garner desire to co-locate a combined Fire and EMS Station on Garner owned or controlled property on Caddy Road, Garner, NC to meet both the needs of Wake County EMS and the Town of Garner; and

WHEREAS, the Town of Fuquay-Varina has expressed interest in the co-location of fire service within this same station in the future, to meet the needs of the Town of Fuquay-Varina and its outlying fire service areas.

NOW THEREFORE, in consideration of the promises and mutual understandings, the parties hereby agree to the following terms and conditions:
1. **PURPOSE AND SCOPE**

A. The purpose of this Memorandum of Understanding (MOU) is to set forth the understanding and mutual agreement of the Parties as it relates to the 1) funding of all necessary advance Site Analysis and Schematic Design Work as set forth in this Agreement and 2) conditions which must occur in order to proceed with a plan for Wake County to construct a new Fire and EMS Station (hereafter the “Project”) to be located on property currently owned or controlled by the Town of Garner along Caddy Road in Garner, North Carolina. The parcel of land along Caddy Road is identified as PIN #0699175451, containing 5.19 acres as shown on Exhibit A, which is attached hereto and hereby incorporated by reference.

B. The scope of work included within this MOU shall include Site Analysis (defined as surveys, environmental studies, and any other studies necessary to design and build the Project including any studies which may be required by governmental agencies), program study, preliminary site planning, development of floor plans, and building elevations in order to present a Schematic Design Package (hereafter “Schematic Design”), including estimates of cost to the Parties’ governing boards for approval. Upon the presentation of the Site Analysis and Schematic Design to each party’s governing boards, each party will determine if and how they will proceed further and the MOU will be amended accordingly to provide for proceeding with further development of the design and bid documents and receipt of public bids for the project. In the event that two or more parties agree to proceed with construction, a more detailed Interlocal Agreement (ILA) will be prepared for approval by the parties’ governing boards and a construction contract will be awarded. Final project costs will account for all land acquisition costs, design, permitting, construction, and shared Furniture, Fixtures and Equipment.

C. **Description of the Project Sequence:** Following Schematic Design and Site Analysis, the project will consist of the final design phases of Design Development and Construction Documents, and the bid and construction phases of Permitting, Bidding, Construction Contract Awarding, Construction, as well as procurement and installation of Furniture, Fixtures and Equipment for the station.

D. The Schematic Design Budget shall be allocated to each party at an initial proportion of eighty percent (80%) for the Fire Station portion of the building, to be shared equally between each of the two Towns, and twenty percent (20%) for Wake County EMS, which will be the responsibility of the County, and which is the approximate projected ratio of occupied dedicated space for each entity within the proposed new facility, based upon a preliminary space allocation program attached as Exhibit B. This ratio shall not change for the Schematic Design phase of the Project. Nothing herein shall prevent the parties from making a subsequent adjustment of this ratio of occupied space within the proposed new facility as plans are developed, provided that proportionate adjustments of subsequent costs are also considered. Should other funding sources become available, those sources along with any related adjustment to funding ratios will be identified by amendment to this MOU or by other agreement between the parties.
E. In the event that the parties decide upon a joint ownership structure, between the Town of Garner and Wake County, the Town and County shall each have an interest proportionate to the respective financial contribution of each to the Project, taking into account the costs paid for raw land, design, and construction, and each shall be responsible for maintenance, repair and replacement costs proportionate to ownership as provided in the contemplated future ILA. It is contemplated that Fuquay-Varina will lease the fire station portion of the space.

F. The ownership of the Project is a decision reserved for consideration after the objectives of this MOU have been met, and prior to entering an Interlocal Agreement.

G. In the event that the parties decide that the Town of Garner shall own the Project, then the County shall have a ground lease, right of use, license or tenancy, for a Term that is a minimum of 25 years or as agreed by the parties, with no payments due under this Lease from County to Town or Town to County for the Term; provided that the parties may be liable for a proportionate share of maintenance, repair and operational costs as provided in a future ILA. Likewise, a separate lease arrangement would be developed for the Town of Fuquay-Varina.

H. In the event that the parties decide that County shall own the Project and one or both Towns shall each have a ground lease, right of use, license, or tenancy, for a Term that is a minimum of 25 years or as agreed by the parties, with no payments due under this Lease from County to Town or Town to County for the Term; provided that the parties may be liable for a proportionate share of maintenance, repair and operational costs as provided in a future ILA.

2. GENERAL CONDITIONS

A. The Parties’ obligations with respect to proceeding with the construction of the Project are expressly conditioned upon and subject to the Parties receiving proper approval and appropriation of funding from their governing boards to enter into mutually acceptable written agreements as to all aspects of the ownership, funding, site analysis and planning for the Project (“Agreements”). Accordingly, except to the extent that specific responsibilities of the Parties are set forth herein, this MOU shall not impose obligations on either Party to proceed with the Project, its associated components or otherwise bind the Parties to enter into future Agreements with respect thereto.

B. Unless and until superseded by written amendment or final Agreements signed by all Parties, this MOU contains the entire understanding of the Parties with respect to proceeding with the Project.

C. Project Overview: The full scope of the Project is envisioned as a shared Fire/EMS Station, to serve the Garner Volunteer Fire Department, Fuquay-Varina Municipal Fire Department and Wake County EMS, with an approximate 18,100 SF, similar to the program described in Exhibit B, with three (4) full apparatus bays along with related sitework providing approximately forty-five (45) parking places on property currently owned or controlled by the Town of Garner. The precise and final square footages and parking spaces will be confirmed through the design process.
D. **Future Expansion Space**: Should the Town of Fuquay choose to have their designated portion of the station constructed as a future expansion, the initial constructable building area will then be reduced to approximately 15,400 SF. In such a case, the building shall be designed so that a fourth apparatus bay and associated support space, along with additional parking can be added for future expansion of fire service.

E. **Ownership of Documents**: The County, Town of Garner and Town of Fuquay-Varina shall each have equal access to the Schematic Design documents including drawings, renderings, surveys, studies, and other site evaluations. The party who retains ownership of the completed facility shall retain ownership of the Documents.

3. **TERM**

The term of this Memorandum of Understanding shall be for a period of twelve (12) months from the date of execution by the last party, or until such time as all documents set forth in Section 7 herein shall be fully and finally executed, whichever is shorter. The Parties may extend this Term by separate written agreement or amendment executed by both Parties. If the Parties agree and obtain all required approvals and appropriation of funding to proceed with the Project from their respective governing boards, then the Parties shall execute an Interlocal Agreement containing at a minimum the provisions described in Paragraph 8B. The executed Interlocal Agreement shall supersede and replace this Memorandum prior to or at the end of the term. Any Party may terminate this MOU by providing the other parties ten (10) days advance written notice of said termination; provided that termination pursuant to this section shall not relieve the terminating party of responsibility for payment of any fees or expenses set forth in this MOU.

4. **RESPONSIBILITIES OF WAKE COUNTY**

A. **Engage Consultant(s)**. Subject to the requirement of subsection B, the County shall engage a design consultant pre-qualified by Wake County Facilities Design & Construction to provide planning services for the Project, as per the standard Wake County Professional Services Agreement, with any applicable amendments and attachments that may be necessary. In addition, the County may hire other consultants to conduct additional site analysis including boundary or topographical surveys, geotechnical surveys, environmental assessments, wetland delineations or any other studies necessary for design and development of the Project.

Subject to the conditions herein, the County shall advance all costs for Site Analysis and Schematic Design up to a maximum amount of One Hundred Thirty Thousand and no/1.00s Dollars ($130,000.00) with no minimum amount due, and shall invoice each Town in accordance with the allocation of cost described in Section 1, with costs specifically defined in Section 7. The County will provide copies of all bills/charges from the design consultant and other necessary consultants, as requested by each Town, and the County shall not pay the consultants for services attributed to modifications requested by each Town beyond what is included in the executed Services Agreements without first receiving approval and funding or a funding commitment for the cost from each Town.
B. Include Town of Garner and Town of Fuquay-Varina in the Process. Wake County will work collaboratively with each Town on the Schematic Design and any subsequent Design Activities and the County shall ensure that representatives from each Town are closely involved in the hiring and design process for the Project. The County will seek input, commentary and design approval from each Town and its governing boards where applicable.

C. The County will also provide periodic updates on the design and Project schedule, and will ensure that the Project’s design meets all requirements of the North Carolina State Building Code and the Unified Development Ordinance for the Town of Garner, within whose jurisdiction the site is located.

D. Acceptance of Design. The County, together with each Town staff, shall present Schematic Design of the Project for approval by their governing boards and will assist one another to the degree that is necessary.

E. Receive Rights of Entry from the Town. The County, with cooperation from the Town of Garner, shall be allowed to enter upon the property in order to conduct site evaluations and studies. The County will cooperate with the Town of Garner in regard to providing advance notice and restoring the property to its pre-study condition where possible.

F. Review of Work. In a coordinated effort with each Town staff, the County shall review the Schematic Design, and staff shall make a recommendation to present the results of the Schematic Design to the Wake County Board of Commissioners for review and approval of a proposed co-location of County EMS and Town Fire services, proposed ownership structure of the facility and approval to proceed with development of an Interlocal Agreement with each Town.

G. Owner’s Representative. It is the expectation of the parties that the County will act as the sole Owner’s Representative for the work undertaken in this MOU, and if the Project proceeds to the construction phase, for construction of the project. In this capacity, the County will assume responsibility for the bidding and construction of the Project to include all site development activities, building construction, and site improvements, subject to the terms of a subsequent Interlocal Agreement to be entered into by and between the parties. The County will control all aspects of the development and build out of this Project, subject to the input, participation of, and appropriate review and approval of costs, expenses and directives by each Town; and that the County shall determine the appropriate delivery method of services required to complete the Project. Final execution of all agreements described in this MOU is subject to acceptance of construction bid prices and the approval of an Interlocal Agreement by both parties’ governing boards.

5. RESPONSIBILITIES OF THE TOWN OF GARNER

A. The Town of Garner controls the property and has the authority to permit the development of the site for the Project.

B. The Town of Garner shall be responsible for rezoning the subject property and recombining its boundaries if necessary. The County will assist as needed and will facilitate engagement
of the associated professional design services. Garner will facilitate all public hearings in regard to rezoning and Special Use permitting and will provide legal counsel and representation for the Town and County as needed for planning board meetings, council meetings, and any other hearing as may be required for the development of the subject property for the Project.

C. Upon execution of the MOU, the Town of Garner shall provide $20,000 to the County as an initial payment toward the cost of developing the Schematic Design and Site Analysis phases of the project.

D. Coordination. The Town shall provide staff to work with the County and Design Consultant as needed during Schematic Design and any subsequent design phases including the construction of the Project. The Town will be actively involved in reviewing and approving the Schematic Design work submitted by the County and their Consultants.

E. Review of Work. In a coordinated effort with the County staff, Town staff shall review the Schematic Design, and make a recommendation to present the Schematic Design to the Town Council for review and input as to whether to pursue entering into an agreement to amend this MOU as needed and to ultimately enter into an Interlocal Agreement with the County, and potentially, the Town of Fuquay-Varina for final design and construction of the Project.

F. Acceptance of Design. Within Forty Five (45) days of the design consultant delivering Schematic Design, scope of design, and estimated cost of construction, the Town shall inform the County in writing if the Schematic Design, scope of design, and estimated cost of construction for components to be funded by the Town are acceptable and whether the Town is prepared to move forward with the Project. The Town may request additional time for review and approval, but such a request must be approved by the other Parties to the MOU.

6. RESPONSIBILITIES OF THE TOWN OF FUQUAY-VARINA

A. Coordination. The Town of Fuquay-Varina shall provide staff to work with the County and Design Consultant as needed during Schematic Design and any subsequent design phases including the construction of the Project. The Town will be actively involved in reviewing and approving the Schematic Design work submitted by the County and their Consultants.

B. Upon execution of the MOU, the Town of Fuquay Varina shall provide $20,000 to the County as an initial payment toward the cost of developing the Schematic Design and Site Analysis phases of the project.

C. Review of Work. In a coordinated effort with the County staff, Town staff shall review the Schematic Design, and make a recommendation to present the Schematic Design to the Town Council for review and input as to whether to pursue entering into an agreement to amend this MOU as needed and to ultimately enter into an Interlocal Agreement with the County and Town of Garner for final design and construction of the Project.

D. Acceptance of Design. Within Forty Five (45) days of the design consultant delivering Schematic Design, scope of design, and estimated cost of construction, the Town of Fuquay-Varina shall first inform the County and Town of Garner in writing, if the Schematic Design,
scope of design, and estimated cost of construction for components to be funded by the Town of Fuquay-Varina are acceptable. Secondly, the Town shall confirm to the other parties whether they wish to move forward with construction of their portion of the project at that time, or instead, chose to postpone it and either indicate an interest in a potential future expansion, or decide to terminate their participation in this Project and the agreement altogether. The Town may request additional time for review and approval, but such a request must be approved by the other Parties to the MOU.

7. PROJECT FUNDING

A. Project. The Schematic Design costs shall be authorized to the limits and proportional allocation to each party per the terms and conditions of this MOU. Schematic Design costs, including Site Analysis are budgeted as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Fees Including Reimbursables</td>
<td>$88,000</td>
</tr>
<tr>
<td>Allowance for Site Analysis &amp; Investigation Services</td>
<td>$42,000</td>
</tr>
<tr>
<td><strong>Total Schematic Phase Budget</strong></td>
<td><strong>$130,000</strong></td>
</tr>
</tbody>
</table>

The Schematic Design Budget of $130,000 as itemized above will be allocated as follows:

- $52,000 to Town of Garner/Fire (40%)
- $52,000 to Town of Fuquay-Varina/Fire (40%)
- $26,000 to Wake County EMS (20%).

The County shall allocate the initial amount of One Hundred Thirty Thousand Dollars ($130,000) for funding Schematic Design and further Site Analysis for the referenced Fire and EMS station as noted in the Responsibilities outlined above.

B. Each Town shall provide $20,000 to the County as an initial payment toward the cost of developing the Schematic Design and Site Analysis phases of the project as noted in the Responsibilities outlined above.

C. At the completion of the Schematic Design Phase, the County will reconcile payment of all expenses related to the Schematic Design and Site Analysis activities and present an invoice to each Town for the balance of each Town’s portion of the cost paid for Schematic Design, less the initial payments of $20,000 from each. The remaining 20% for the total cost shall be the responsibility of the County, as described in Section 7A above.

D. Upon approval of Schematic Design by the Garner Town Council, and either approval of Schematic Design or decision to forego participation in the initial construction of the facility by the Town of Fuquay Varina, the County shall enter into an agreement with the design consultant to complete all required remaining design services for the Project. Prior to contracting for further design services, the associated design fees will be addressed and allocated in the Interlocal Agreement or amendment(s) to the MOU with particular attention to availability and timing of funding as approved by the governing boards.
E. **Land Acquisition:** The Town acquired the property through the Garner Economic Development Corporation in 2019. The County conducted and funded Site Due Diligence in collaboration with the Town in 2019. The following are the total of those land acquisition costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Site Due Diligence</td>
<td>$6,550 (paid by County)</td>
</tr>
<tr>
<td>Site Acquisition Costs</td>
<td>$230,000 (paid by Town of Garner)</td>
</tr>
<tr>
<td><strong>Total Land Acquisition Costs</strong></td>
<td><strong>$236,550</strong></td>
</tr>
</tbody>
</table>

F. Reimbursement to either party for Land Acquisition Costs shall be considered with particular attention to the final ownership structure of the project and availability and timing of funding as approved by the governing boards.

G. Regardless of whether any or all of the parties proceed with the Project, there shall be no reimbursement of amounts paid by any party for Schematic Design, Site Analysis, Initial Site Due Diligence, or Site Acquisition Costs unless agreed upon by all parties in the Interlocal Agreement or amendment(s) to the MOU.

8. **ADDITIONAL AGREEMENTS REQUIRED TO BE EXECUTED BY THE PARTIES TO EFFECTUATE PROJECT**

A. Amendment to this MOU as may be required to clarify and amend the terms herein.

B. Interlocal Agreement setting forth the funding transaction, payment terms, delivery of construction services and identifying the mechanism for determining operational cost sharing and allocations for the Project, and the responsibilities of both parties and the ownership interests that will exist for the Project for the real property and improvements, and any other subject matter necessary to define the joint undertaking of the parties. The construction contracts for the Project are expected to be submitted for approval by the Wake County Board of Commissioners contemporaneous with the approval of the Interlocal Agreement. The construction contract(s) shall not be entered until the Interlocal Agreement is approved by the governing board of each party and executed by all parties.

C. Rights of Entry, Use Agreement, and/or Lease Agreement, related to all or portions of the facility as may be defined in the Interlocal Agreement that may require additional clarity or agreements.

9. **CONTEMPLATED SEQUENCE OF EVENTS**

A. The Wake County Board of Commissioners authorizes the County Manager to enter into this Memorandum of Understanding.

B. Garner Town Council authorizes the Town Manager to enter into this Memorandum of Understanding.

C. Fuquay-Varina Town Council authorizes the Town Manager to enter into this Memorandum of Understanding.
D. Upon execution of the MOU, the County engages a Consultant(s) to complete the Schematic Design and Site Analysis portion of the Project.

E. The Design Consultant makes a presentation together with staff to the County and each Town’s elected boards for action related to the approval, cost estimate, and Schematic Design for the Project. This milestone is contemplated to be achieved by May 31, 2021. At this time, each party will determine whether to proceed with the project.

F. If the Town of Garner and Wake County elect to proceed with the project, these parties will collaboratively prepare, negotiate and finalize the terms of an Interlocal Agreement and any other agreements necessary to clarify the use and or funding terms of the Project. The level of participation by the Town of Fuquay-Varina will also be finalized at this time.

G. Contingent upon the negotiation of mutually acceptable terms, the County and one or both Towns seek approval from their respective Boards, as appropriate, to enter into the Interlocal Agreement. Even if the Schematic Design and cost estimate are satisfactory to both parties, neither the County or either Town is obligated to proceed with this transaction unless and until the terms of the Interlocal Agreement are acceptable to, and executed by each party along with any other agreements that are required and approved by the governing boards.

H. Upon execution of the Interlocal Agreement and Construction Contract(s), Wake County shall begin construction.

I. The Parties shall proceed upon the terms established by the Interlocal Agreement, which shall provide for the completion of the Project. The Interlocal Agreement shall replace and supersede all previous documents, agreements, and understandings with respect to the subject matter and may be amended to clarify or amend the terms and conditions herein.
IN TESTIMONY WHEREOF, WAKE COUNTY AND THE TOWN OF GARNER through their authorized officers and by their own hands has hereunto set forth their hands and seals of the day and year first above written.

WAKE COUNTY

By: ______________________________________
Title: County Manager

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

____________________________________
Wake County Finance Director or designee

TOWN OF GARNER

By: ______________________________________
Title: Town Manager

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

____________________________________
Town of Garner Finance Director or designee

Approved as to form: ______________________
Town Attorney

TOWN OF FUQUAY-VARINA

By: ______________________________________
Title: Town Manager

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

____________________________________
Town of Fuquay-Varina Finance Director or designee
EXHIBIT A
Property Identification
## EXHIBIT B

### Preliminary Space Program

<table>
<thead>
<tr>
<th>Shared Use Space</th>
<th>Program SF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Entry Lobby (EMS/Fire/Public)</td>
<td>195</td>
</tr>
<tr>
<td>General Mail/Work room (EMS &amp; Fire)</td>
<td>36</td>
</tr>
<tr>
<td>Training/Meeting room (seats 38 for training)</td>
<td>900</td>
</tr>
<tr>
<td>Training/meeting room storage</td>
<td>88</td>
</tr>
<tr>
<td>Public Restrooms (for training room)</td>
<td>270</td>
</tr>
<tr>
<td>Kitchen (room for 2 refrigerators, 60” range, commercial hood)</td>
<td>528</td>
</tr>
<tr>
<td>Dining room (EMS &amp; Fire)</td>
<td>-</td>
</tr>
<tr>
<td>Janitor / Storage</td>
<td>36</td>
</tr>
<tr>
<td>Exercise Room</td>
<td>504</td>
</tr>
<tr>
<td>Laundry Room (residential equipment)</td>
<td>64</td>
</tr>
<tr>
<td>Decon Room (shower, extractor, SS sink, mop sink)</td>
<td>182</td>
</tr>
<tr>
<td>Gear Lockers (Fire and EMS)</td>
<td>-</td>
</tr>
<tr>
<td>Electrical Room</td>
<td>130</td>
</tr>
<tr>
<td>IT Room</td>
<td>77</td>
</tr>
<tr>
<td>Outdoor Storage</td>
<td>90</td>
</tr>
<tr>
<td>Mechanical Room (Main)</td>
<td>216</td>
</tr>
<tr>
<td>Mechanical Room (Meeting/Admin. Zones)</td>
<td>119</td>
</tr>
<tr>
<td><strong>Shared Use Space Subtotal</strong></td>
<td><strong>3,435</strong></td>
</tr>
<tr>
<td>Miscellaneous Circulation, Walls, Etc. (35%)</td>
<td>1,691</td>
</tr>
<tr>
<td>5-Bay Apparatus Room (EMS/Fire) (14 feet wide bay doors)</td>
<td>7,871</td>
</tr>
<tr>
<td><strong>Shared Use Space total</strong></td>
<td><strong>12,997</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fire Department 1 &amp; 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Office/Radio Room</td>
<td>132</td>
</tr>
<tr>
<td>Command/officer’s room</td>
<td>168</td>
</tr>
<tr>
<td>Logistics Storage</td>
<td>81</td>
</tr>
<tr>
<td>Tool Room/Workbench area/Parts storage</td>
<td>126</td>
</tr>
<tr>
<td>Fire Fighter Dorm</td>
<td>975</td>
</tr>
<tr>
<td>Fire Fighter bathrooms (with showers)</td>
<td>324</td>
</tr>
<tr>
<td>Linen closet</td>
<td>15</td>
</tr>
<tr>
<td>Fire Day Room</td>
<td>440</td>
</tr>
<tr>
<td>Miscellaneous Circulation, Walls, Etc. (35%)</td>
<td>791</td>
</tr>
<tr>
<td><strong>Fire Department 1 &amp; 2 Total</strong></td>
<td><strong>3,052</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMS Operations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS Supervisor bedroom office</td>
<td>168</td>
</tr>
<tr>
<td>Offices</td>
<td>220</td>
</tr>
<tr>
<td>Office</td>
<td>130</td>
</tr>
<tr>
<td>EMS Storage</td>
<td>36</td>
</tr>
<tr>
<td>EMS File room</td>
<td>90</td>
</tr>
<tr>
<td>Medical Supply &amp; Stockroom (radios, radio chargers, etc.)</td>
<td>132</td>
</tr>
<tr>
<td>EMS Day Room (with 2 work stations)</td>
<td>264</td>
</tr>
<tr>
<td>EMS Locker Room</td>
<td>154</td>
</tr>
<tr>
<td>EMS Restrooms/Shower</td>
<td>160</td>
</tr>
<tr>
<td>EMS Conference room</td>
<td>165</td>
</tr>
<tr>
<td>EMS Operations Subtotal (not counting garage bays, see below)</td>
<td>1,519</td>
</tr>
<tr>
<td>Miscellaneous Circulation, Walls, Etc. (35%)</td>
<td>532</td>
</tr>
<tr>
<td><strong>EMS Operations Total</strong></td>
<td><strong>2,051</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Subtotals</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared Use Space Total</td>
<td>12,997</td>
</tr>
<tr>
<td>Fire Department Total</td>
<td>3,052</td>
</tr>
<tr>
<td>EMS Operations Total</td>
<td>2,051</td>
</tr>
<tr>
<td><strong>Total Building Floor Area</strong></td>
<td><strong>18,100</strong></td>
</tr>
</tbody>
</table>
The renovation of the Historic Garner Depot is close to completion. The Town has agreed to lease it to the Garner Area Historical Society to operate it as a museum. The attached contract spells out the terms. They would also like to get permission to serve beer and wine at various events on the property.

**Recommended Motion and/or Requested Action:**
Authorize Manager to Approve Contract; and Approve Ordinance (2020) 4098 pertaining to serving alcohol

**Manager’s Comments and Recommendations:**

---

**Attachments**
- Yes: ☐  No: ☐  

---

<table>
<thead>
<tr>
<th>Agenda Form Reviewed by</th>
<th>Initials</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Head</td>
<td>RD</td>
<td></td>
</tr>
<tr>
<td>Finance Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Attorney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town Manager</td>
<td>RD</td>
<td></td>
</tr>
<tr>
<td>Town Clerk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Town of Garner

900 7th Ave. * Garner, North Carolina 27529

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CONTRACT FOR MUSEUM SERVICES

Contract for Museum Services dated as of ________________ by and between the Town of Garner, a North Carolina Corporation (“Town”) whose address is 900 Seventh Avenue, Garner NC and the Garner Area Historical Society, a North Carolina non-profit corporation (“Society”) whose address is P.O. Box 156, Garner, NC.

WHEREAS, the Town owns real property located at 110 Pearl Street, and the building located thereon known as Garner Historic Depot (“Museum”); and

WHEREAS, Society will operate a historical museum at the Museum, consisting of a collection of artifacts, exhibits, photographs, documents and other items owned (or on-loan) by Society (“Collection”); and

WHEREAS, because Society’s interest in operating the Museum and its ownership of the Collection, Society is the only source for the services that it is to provide under this Contract, and it is in the best interest of the Town and its residents that Town contract with Society for such services on a sole source basis.

NOW, THEREFORE, for and in consideration of the premises, and the terms, covenants, conditions and provisions contained herein, the parties agree as follows:

ARTICLE I
Provision of Services, Term, Compensation

Section 1.1. Agreement to Provide Services. Society shall operate the Museum and provide museum services for the Town as described in Article II.

Section 1.2. Term of Contract. The term of this contract commences _________________ and expires in ten (10) years, provided that either party may terminate this contract upon thirty (30) days written notice to the other party. After initial term, contract is renewable by five (5) years on mutual consent.

If the Contract is terminated or not renewed, the Society agrees to remove all items of personal property within 180 days, and understands that if all such items are not removed, the Town shall have a Revised: December 22, 2020
possessory lien on the same, with ownership of all items except those documented to be on-loan to the Museum to become the property of the Town, and the right to remove and warehouse and/or find an appropriate entity to assume ownership of the same and/or dispose of them, all in accordance with applicable laws. In doing so, Town assumes no liability for the protection or maintenance of such personal property.

Section 1.3. Compensation. Nothing in this agreement shall imply that the Town shall compensate the Society or any of its members for the operation of the Museum. Town will pay directly or provide funds for various costs associated with the operation of the Museum as outlined in Article III below. The Town, at its discretion, may provide funds, discretionary or otherwise, for items associated with the operations of the Museum.

ARTICLE II
Scope of Services

Section 2.1. Scope of Work in General. Society shall provide museum operation services at the Museum, including without limitation, collections care, management of Society’s archives, exhibitions, educational programs and building stewardship.

Section 2.2. Specific Museum Management Duties. Subject only to the limitations set forth in this Contract, Society shall have and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Museum during the term of this contract, including without limitation the following:

(a) Recruit, train and maintain all volunteers as deemed necessary by Society for operation of Museum;
(b) Adopt and implement all policies relating to the acquisition, accession, loan, care, storage, deaccession and disposal of the Collection in accordance with the standards defined by the American Alliance of Museums;
(c) Adopt and implement the exhibition, interpretation, display and public access of the Collection in accordance with the standards defined by the American Alliance of Museums;
(d) Adopt and implement the historical, educational and research policies, programs and activities of the Museum;
(e) Properly maintain all Collection inventory records, accession records, condition assessment and conservation records, and exhibition records;
(f) Adopt and implement the budgetary and fiscal policies of the Museum, including the establishment of admission fees and other fees and charges for other program services;
(g) Keep and maintain the financial books and records of the Museum in accordance with generally accepted accounting principles;
(i) Adopt and implement the best practices for building stewardship of the Museum;
(j) Adopt and implement policies relating to the ancillary activities and services offered at the Museum; and
(k) Adopt and implement policies relating to the promotion and publicity of the Museum.

In performing its duties under this Section, Society shall exercise the same degree of care and skill exercised by nonprofit corporate owners and managers of similar local/regional history museums in the

Revised: December 22, 2020
United States and shall comply in all material respects with all laws applicable to the conduct of its business and the use and operation of the Museum.

Section 2.3. Public Museum. Society shall operate the Museum as a facility open to the general public, subject to such reasonable rules and regulations as Society may promulgate in its discretion from time to time regarding matters that include without limitation admission fees; days and hours of operation; the safety of volunteers and the general public; the safety protection and security of the Collection; the anonymity of donors who desire anonymity; and to the extent required by law, the confidentiality of volunteer records and business records.

Section 2.4. Collection. Society shall have full responsibility for the maintenance, care, documentation and use of the Collection. The accession and deaccession of Collection items as well as their management, care, documentation and use shall be governed by Society’s Collection Management Policy and in accordance with standards defined by the American Alliance of Museums. The Collection will be used for exhibitions, research and public programs at the discretion of the Society in accordance with its mission in order to provide museum services to the Town.

Section 2.5. Alterations and Improvements to Museum. Society may make whatever nonstructural alterations or improvements to the Museum that it deems necessary or desirable in the best interests of the Museum. Society shall make no structural alterations or additions to the Museum or any associated Town property without the written consent of the Town. Unless otherwise provided in such written consent, any structural improvements or additions constructed by the Society shall become the Town property upon substantial completion. All such nonstructural or structural alterations, improvements and additions, regardless of how funded, shall be part of the Museum real property and shall be subject to the terms of this Agreement.

Section 2.6. Personal Property. Society may furnish, install and maintain at the Museum any and all personal property which Society deems necessary or desirable in connection with the operation of the Museum. All tangible personal property acquired by Town or Society and installed in or located at the Museum, regardless of how funded, shall be deemed to be subject to the terms of this Contract. All personal property installed in or located at the Museum shall be the property of Society. Society may alter, rehabilitate and improve such personal property in such manner, as it deems necessary or desirable in the best interests of the Museum.

Section 2.7. Use of a portion of the Pearl Street Building. Town will allow the Society to use specified rooms at 110 Pearl Street for the Museum, storage of artifacts and office space. The Society will also have access to the facility for restrooms and parking for the Museum. See Appendix A.

Section 2.8. No liens. In performing any work required or permitted under this contract, Society shall keep Museum free of all liens, and hold the Town harmless from liability for any such liens, including costs and attorney fees.

Section 2.9 Disposition of objects. The Society shall have a policy for the disposal of objects; defined as the physical removing of an object from the museum. See Appendix B: Collection Management Policy.

Revised: December 22, 2020
ARTICLE III
Payment of Expenses

Section 3.1. In General. Except as this Article provides otherwise, Society shall bear all costs and pay all expenses incurred in providing services required under this contract.

Section 3.2. Utilities. Town shall pay the costs of the following utility services provided to the Museum: heat, air conditioning, electricity, water and sewer, security and fire alarm monitoring fees. Society shall pay the costs of telecommunications/internet services and, except as provided in the preceding sentence, any and all other utilities provided to Society at the Museum.

Section 3.3. Repairs and Maintenance.

(a) Society shall provide at its expense the following at the Museum:
   (1) Interior janitorial services
   (2) Exhibit construction and maintenance
   (3) Flower beds and plant box plantings and maintenance
   (4) Maintenance of brick patio/walkway; in particular, inscribed pavers
   (5) Maintenance of museum display objects internal and external

(b) Town shall provide at its expense the following at the Museum:
   (1) Maintenance of electrical, water and sewer utility facilities
   (2) Fire alarm and suppression system annual inspections
   (3) Snow removal from the parking lot and pedestrian walkways
   (4) Lawn mowing and general landscaping
   (5) Maintenance of replacement of sidewalk and parking lot pavement
   (6) Structural building maintenance or replacements when funds are available
   (7) Disposal of trash from receptacle outside of the building
   (8) Replacement of out of reach light bulbs and receptacles as needed
   (9) Exterminating treatment as needed

ARTICLE IV
Indemnification and Insurance

Section 4.1. Indemnification. To the maximum extent allowed by law, the Society shall indemnify and save harmless the Town and its officers, officials, agents and employees from and against all claims, judgments, costs, expenses, including reasonable attorney’s fees, which arises in any manner from or as a result of performance of this contract by, or the acts or omissions of, the Society or the Society’s officers, officials, agents or volunteers.

Section 4.2. Insurance.

(a) Society shall maintain general liability insurance applicable to performance of this contract and shall name the Town as an additional insured on the policy with respect to claims arising out of this contract. A certificate evidencing this insurance shall be submitted to the Town prior to moving into the Town buildings. Insurance shall be in minimum limits of $1,000,000 (combined single limit for bodily injury and personal property damage liability) and shall be maintained in force for the term of this contract.

Revised: December 22, 2020
ARTICLE V
Miscellaneous

Section 5.1. Independent Contractor. Notwithstanding anything to the contrary contained herein, this contract shall not be deemed or construed to make the parties hereto partners or joint ventures, to render either party liable for any of the debts or obligations of the other, or to make either party the agent of the other or to bind or obligate the other in any manner to any third party. Without limiting the generality of the foregoing, the employees of the Society are not Town employees and are not entitled to any of the benefits Town provides for its employees, including without limitation, health, life or disability insurance, sick for annual leave, or workers’ compensation.

Section 5.2. Authority of Signers. Each individual executing this contract hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this contract to the terms hereof.

Section 5.3. Entire Agreement; Amendment. This contract constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein. This Agreement may be amended only by a written instrument executed by both parties hereto.

Section 5.4. No Waiver. No waiver of any condition or provisions of this contract by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act or default.

Section 5.5. Severability. If any provision of this contract is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this contract and replaced by a valid provision as close in meaning and intent as the excised provision as circumstances require, and this contract shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

Section 5.6. Assignment or Delegation. Society may not assign its rights or delegate its duties under this contract, or any party of it, except with the prior written consent of Town.

Section 5.7. Governing Law. This contract shall be governed by the laws of the State of North Carolina and any suit or legal action hereunder shall be brought only in the courts of said State.

Section 5.8. Notice. Any notice by this contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth above the signatures below, or any other address which the party subsequently designated in writing.

Section 5.9. Non-discrimination Assurances. It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject of this Contract, no matter how remote.

Revised: December 22, 2020
Garner Area Historical Society

Name: ________________________________  _______________________________

Name of Agent (type or print)

Town of Garner

Town Manager

By: ___________________________________

(Signature)

Title: _________________________________

Attest:        Attest:

_______________________________________  _______________________________

(Secretary, if a corporation)     Town Clerk

Approved as to form:

_______________________________

Terri Jones, Town Attorney

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

_______________________________

Finance Director

Revised: December 22, 2020
Appendix A: Pearl Street Building

Area designated for use by Garner Area Historical Society (GAHS)

Common Area use by GAHS and others. Entryway and aisles must remain clear for others to access.

Town of Garner use only

Revised: December 22, 2020
Appendix B: THE GARNER AREA HISTORICAL SOCIETY COLLECTION MANAGEMENT POLICY

I. PURPOSE: This document establishes policies and guidelines for acquiring materials and artifacts that become part of the collections of the Garner Area Historical Society (herein referred to as “the Society”) and delineates the circumstances and methods by which materials from the collections shall be disposed. The scope of the collections may include papers, photographs, books, paintings, furniture and other artifacts and media that deal with the history in the Garner area. The purpose of the collections is to preserve Garner’s cultural heritage and to increase knowledge about the history of the Garner among the general public and professional community through exhibits, research and interpretive programs. Priority will be given to objects relating directly to Garner and its surrounding area.

II. ACQUISITIONS COMMITTEE: The Society’s Acquisitions Committee (herein referred to as “the Acquisitions Committee”) shall act as steward for the Society’s permanent collections and shall, in conjunction with the Society, make decisions concerning acquisition and deaccession of the collections or items included therein. Recommendations require a consensus of Committee members. The Acquisitions Committee shall regularly review its policies and submit any proposed changes to the Society’s Board for approval. The President of the Society appoints the chair of the Acquisitions Committee and its members.

III. CRITERIA FOR ACCEPTANCE: The Society may acquire artifacts through bequests, gifts or purchases. The offer of a gift does not bind the Society to its acceptance until the offer has been properly reviewed by the Acquisitions Committee. The following criteria shall be applied when making decisions affecting acceptance of items by the Society:

A. Items should be evaluated as to their potential for strengthening the permanent collections, as well as fulfilling the mission of the Society.

B. Acceptance of items will pose no health or safety problems for staff or the public.

C. The conditions of use, transportation and storage of items are reasonable and practical as determined by the Acquisitions Committee.

D. If possible, the donor shall provide proper identification and provenance of the item(s), i.e., information regarding the history of its ownership. In addition, the donor must state any restrictions or conditions attached to the gift. Generally, only unrestricted gifts will be considered for acceptance.

E. Any restrictions that are imposed due to the nature of the item, i.e., intellectual property rights; copyrights, patents, etc. will be carefully considered.

F. Future expenses that may be generated by provisions for conservation, insurance, physical protection, environmental conditions, appropriate lighting and display, and/or the adaptation of depot structure for additional exhibition areas required by the gift must be sustainable by written agreement with the Society.

Revised: December 22, 2020
G. The article’s potential for use by the Society for exhibit and/or scholarly purposes will be considered.

IV. PROCEDURE FOR GIFTS:

A. Donor Form: The donor will complete the Deed of Gift form listing the item(s) to be given. The Acquisitions Committee will be responsible for overseeing the step-by-step procedure for acceptance or rejection of the item(s). The form will include:

1. A statement of intent that the item will be an unrestricted gift to the Society.

2. The value and condition of the gift.

3. Where possible, a deed, bill of sale or title document signed over to the Society. If no such document exists, the signed form itself may serve that purpose.

4. An attached current appraisal if provided by the donor. The Society will not provide appraisals for any gifts. Donated items are tax-deductible under conditions applicable to the donation of funds or objects under Section 501(c)3 of the Internal Revenue Code.

B. Review by the Acquisitions Committee:

1. The Acquisitions Committee will review each offer and make all considerations associated with accepting the gift.

2. If approved through consensus, the offer will be presented to the Society’s Executive Committee for acceptance.

3. Following approval by the Executive Committee, an acceptance letter will be sent to the donor.

V. LOANS

A. Incoming Loans: The Society accepts incoming loans of objects and archival material for research and exhibition purposes from non-profit institutions, commercial entities and private individuals. Objects are accepted for specified periods of time and for specified purposes. Long-term loans and loans for undetermined future use shall not be accepted. Incoming loans shall be evaluated and accepted or refused by the Acquisitions Committee and must meet the following criteria:

1. The object must meet a clear need in a specific exhibition or be useful for a specific research endeavor. A loan is not appropriate if the need can be met by an object already held by the Society.

2. The lender must be willing to declare in writing that he/she is legal owner.
3. The Society must be able to care for and, if applicable, exhibit the object(s) according to professional museum standards to ensure the safety of the objects, visitors and staff.

4. The Society must be able to properly insure the object(s).

5. There must be adequate storage and, if applicable, exhibition space to accommodate the object(s).

6. The Society must be willing and able to meet the terms of the lender’s loan agreement, if applicable.

B. OUTGOING LOANS: The Society may lend objects from the Museum for educational and scholarly purposes, including exhibitions. Such loans may be made to other similar non-profit educational institutions. Loans shall not be permitted to commercial entities or private individuals unless it is clearly and overwhelmingly in the Society’s best interests to do so. The Acquisitions Committee shall evaluate outgoing loan requests and make recommendations to the Executive Committee which shall make the final decision. Outgoing loans must meet the following criteria:

1. The Society has established clear title to and ownership of the object(s). Objects on loan from the Society shall not be loaned to a third party.

2. The condition of the object(s) is such that it can withstand the stress of transportation, handling and the purpose of the loan, exhibition.

3. The borrowing institution is able to care for the object(s) according to professional museum standards, including climate control and theft and fire protection.

4. The borrowing institution must provide a certificate of insurance showing that the object(s) are fully covered for the duration of the loan, including during transportation.

5. All costs associated with the loan, including transportation, are covered by the borrower.

6. Loans are made for a specified period of time. Requests to renew loans must be made in writing and approved by the Acquisition Committee. Loans and renewals will not be for a period longer than one year.

7. Borrowed object(s) placed on exhibit or otherwise used publically shall be labeled “Courtesy of the Garner Area Historical Society” in all appropriate labels.

8. The borrowing institution agrees to follow other specifications set forth in the terms of the contract of loan.

9. The Society reserves the right to refuse any loan request, even if it meets all the above criteria.

C. Documentation

Revised: December 22, 2020
The Acquisition Committee shall ensure that proper paperwork is created to document all incoming and outgoing loans.

VI DEACCESSION:

A. Deaccessioning is the procedure by which an artifact is removed from the collections, i.e., the reverse of accessioning. It involves the transfer of title from the Society as titleholder to another entity, or the cancellation of title by destruction of the artifact.

B. The deaccessioning process will be used with utmost care since it is philosophically in direct opposition to the objectives of the Society. Each deaccessioning action is individual, and must involve thorough research in all matters of aesthetics, artifact history and accession history. Artifacts shall not be deaccessioned if such action would result in negative community reaction or loss of some aspect of community identity. All written records of the deaccessioning procedure must be retained in the permanent collections files. The criteria applied to determine deaccession will include the following:

1. The artifact has proven to be no longer relevant and useful.
2. The artifact is of such relative value to the collection that it should be exchanged in some manner to strengthen an area of the collection that would better serve the collection goals.
3. The artifact has proven to be beyond the Society’s ability to properly preserve it.
4. The artifact has deteriorated beyond a useful state.
5. The cost to conserve the artifact is considerably more than the intrinsic value of the piece.

C. Following the full deaccession evaluation, the Acquisitions Committee shall prepare a report to the Executive Committee recommending deaccession of the artifact. The recommendation must be approved by the Executive Committee.

1. Documentation of analysis according to the aforementioned criteria, and documentation of restrictions, if any, as recorded on the Deed of Gift.
2. A statement of current market value or appraisal, as necessary.
3. A recommendation for the procedure to be used for disposal of the artifact.

VII. DISPOSAL:

1. Following a vote of approval by the Board (majority agreement by a quorum) to deaccession the artifact, it is the Acquisitions Committee chair’s responsibility to arrange for disposal of an artifact. An effort should be made to exchange the artifact with another 501(c)3 private nonprofit organization or an alternate public institution, or sell it at public auction. When the chair determines that neither exchange nor auction is practical or desirable, disposal by
outright gift to another institution may be carried out. In the worst case, an artifact may be disposed. Placement that best preserves the integrity and longevity of the collection will be considered.

2. If an artifact was originally given to the Society as a gift, the Acquisitions Committee chair must seek, with reasonable diligence, to notify the donor that the Board has approved the deaccession and of its disposition.

3. No member of the Acquisitions Committee or Society’s Board may purchase artifacts that have been approved for deaccessioning, except for purchases at public auction.

E. All benefits from the deaccessioning procedure and disposal method, whether by exchange of objects or monies, shall be reapplied exclusively to the development of the collections. A donor credit list will be maintained recognizing funds generated from the deaccession of artifacts.

VIII. CARE OF THE COLLECTIONS

A. **Maintenance**: A program of maintenance of the collections is integral to the well-being of the artifacts on exhibition and in storage. The Society will make every reasonable effort to protect the artifacts through activities that minimize chemical and physical deterioration and damage, and that prevent loss of informational content.

B. **Storage**: Artifacts will be maintained in an environment that is conducive to their well-being and longevity. Methods of storage will proceed according to standards recommended by the N.C. Department of Archives and History for all artifacts, as distinguished by their media, condition, physical attributes or unique qualities. The Acquisitions Committee is responsible for maintaining proper storage systems and all necessary records of location for efficient retrieval.
Sample Acceptance Letter of a Gift:

Society Letterhead

Date

Mr. Smith
Park Street
Cary, NC 27511

Dear Mr. Smith:

The Society of the Page-Walker Hotel, Inc. are delighted to receive your gift of the xxxxxx. It will contribute significantly to the furnishings of the Page-Walker Arts & History Center. Your gift will be placed on loan to the Town of Cary so that it will be covered by the Town’s insurance policy at the value that you specified.

We greatly appreciate your generosity in contributing to the Society of the Page-Walker Hotel a lovely piece that will be of both aesthetic and historical value to the Page-Walker Arts & History Center. (Something specific to the piece here. Example: The charming painting and the story that surrounds the subject matter provide a glimpse into Cary’s past and insight into the lives of its citizens.)

We welcome the opportunity you have given us to share xxxxx with the Cary community.

Sincerely,

XXXX, President
Society of the Page-Walker Hotel

Revised: December 22, 2020
ORDINANCE NO. (2020) ____

AN ORDINANCE AMENDING THE TOWN CODE
RELATING TO CONSUMPTION OF ALCOHOLIC BEVERAGES

BE IT ENACTED by the Garner Town Council as follows:

Section One. That Sec. 11-17, Consumption of alcoholic beverages, of the Town Code shall be amended by deleting the language set forth in strike-outs and by adding the language set forth in underlined text below:

(a) It shall be unlawful for any person to consume any malt beverages or unfortified wine alcoholic beverage or to possess an open container of any malt beverage or unfortified wine alcoholic beverage, on any property owned, occupied, or controlled by the town, including, without limitation, any public park, building or grounds used for municipal purposes, or the area within the right-of-way of any street, sidewalk, alley or public parking area, provided; however, sale, distribution, possession and consumption of malt beverages and/or unfortified wine is permitted within a specified area at community events which have been approved by town council resolution, where the applicant has specified such area and such beverages in the application and has all required ABC permits, and/or within the Garner Historic Auditorium facility or on the property of the Garner Performing Arts Center or the Garner Historic Depot Museum, subject to a permit issued by the parks and recreation director Town Manager, or designee and all applicable ABC permits.

(b) A business which is licensed by the state to sell malt beverages, unfortified wine, fortified wine and mixed beverages after noon on Sunday pursuant to the licensed premises’ permit issued under General Statutes, section 18B-1001 may sell the aforesaid beverages beginning at 10:00 a.m. on Sunday.

Section Two. This Ordinance is effective upon adoption.

Adopted this the ___ day of __________, 2020.

Revised: December 22, 2020
ORDINANCE NO. (2020) ____

AN ORDINANCE AMENDING THE TOWN CODE
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(b) A business which is licensed by the state to sell malt beverages, unfortified wine, fortified wine and mixed beverages after noon on Sunday pursuant to the licensed premises’ permit issued under General Statutes, section 18B-1001 may sell the aforesaid beverages beginning at 10:00 a.m. on Sunday.

Section Two. This Ordinance is effective upon adoption.

Adopted this the ___ day of __________, 2020.
Mayor Marshburn appointed a committee to discuss the potential to apply the Facility Naming Policy to former Mayor Ronnie S. Williams. The committee will discuss its recommendation.
Mayor’s Office Memorandum

TO: Town Council

FROM: Mayor Ken Marshburn

DATE: December 22, 2020

SUBJECT: Ronnie S. Williams Naming

Section 9000.3 C of the Facility Naming Policy grants Town Council authority to “Recognize outstanding accomplishments by an individual for the good of the community. The quality of the contribution should be considered along with the individual’s length of service to the community”:

A. **Proposed Facility or Feature.** Council Chambers in Garner Town Hall

B. **Proposed Name.** “The Ronnie S. Williams Council Chambers” in honor of our late Mayor.

C. **Justification.** Ronnie S. Williams, a native of Garner, was involved in public service in his hometown, for more than three decades. He served for twenty (20) years on the Board of Aldermen (since renamed the Town Council). In 2005 he was elected Mayor, a position he held until 2019. During his tenure of service, Garner grew from a small town to a fast-growing suburb of more than 30,000 residents. Accomplishments during his Mayoral terms included: renovations of the auditorium of the Old Garner High School (now known as the Garner Performing Arts Center); opening of the 96 acre White Deer Park; dedication of the Garner Veterans Memorial in Lake Benson Park; and the Town’s designation as an All-America City in 2013. In the same year, voters approved a $35.7 million bond program that resulted in the construction of a new Town Hall, new Police headquarters, and a new Recreation Center.

His leadership extended beyond his service as Mayor to include: Chair of the Wake County Mayors Association; at-large member of the Board of Directors of the NC League of Municipalities; and Chair of the Capital Area Metropolitan Planning Organization.

He served his Country as a soldier in the US Army and was deployed to Vietnam from 1969 to 1970. He subsequently became a member of American Legion Post 232 and Garner VFW Post 10225. In civilian life he served as a first responder and as a volunteer with Garner EMS and the Garner Volunteer Fire Department.

His proudest accomplishment was holding the Office of Mayor of his beloved Town of Garner. He often commented on how proud he was to serve as Mayor of the Town. He knew, and was known by, most of the residents of the Town and could readily recognize and call by name so many of his constituents. His untimely death in September 2020 resulted in an outpouring of condolence and remembrance by his many friends and acquaintances.
In loving memory of one who gave his life to service, it is recommended that the governing seat of
the Town be named “The Ronnie S. Williams Council Chambers”.

D. **Community Support.** Community support can be evidenced by the multiple successful terms in
public office. Recommend that a public comment period be held at the January 19, 2021 Council
meeting.

E. **Family Support.** Contact with the family has been favorable.
<table>
<thead>
<tr>
<th>Id</th>
<th>Title</th>
<th>Description</th>
<th>Current Status</th>
<th>Address</th>
<th>Date Created</th>
<th>Comments</th>
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<tbody>
<tr>
<td>8623179</td>
<td>Construction Without Permit</td>
<td>It appears a parking lot was installed without proper storm water retention system. Also the one entrance to parking lot seems small as it only allows for one car at a time to enter. This may explain why they built up asphalt against curb on E. Main Street to allow cars to roll over curb into parking lot.</td>
<td>In Progress</td>
<td>514 E Main St</td>
<td>8/25/2020</td>
<td>Due to medical reasons, the property owner contacted Planning Staff to request additional time to complete removal of pavement.</td>
</tr>
<tr>
<td>9072044</td>
<td>Trash/Solid Waste (Private Property)</td>
<td>tires and disassembled ramp in front yard</td>
<td>In Progress</td>
<td>809 Oakwater Dr</td>
<td>11/10/2020</td>
<td>Extension granted</td>
</tr>
<tr>
<td>9088959</td>
<td>Roadway Obstruction</td>
<td>Shame on the Town for not addressing this low spot on Aversboro Rd. that constantly floods in heavy rain. Is there a reason a ditch has never been built or maintained on that side of the road? Certainly a ditch and maintained outfall ditch is required for a road of this classification and traffic volume. Ridiculous</td>
<td>In Progress</td>
<td>1857–1899 Aversboro Rd</td>
<td>11/12/2020</td>
<td>Public Works is taking a look to see if this is the result of a clogged inlet from the adjacent property or an issue solely within the public right of way. Will determine options to resolve based on field observations.</td>
</tr>
<tr>
<td>9136197</td>
<td>Commercial Vehicles</td>
<td>Isuzu box truck being parked on Parkhaven Ln at corner of Parkhaven Ln and Johnson St most every night. When there, truck is blocking fire hydrant as well as being parked on street that owner does not reside on. Not to mention the oversized, commercial vehicle in a residential area eyesore aspect...</td>
<td>Submitted</td>
<td>517 Johnson St</td>
<td>11/22/2020</td>
<td>The vehicle has been tagged and will be towed in 7 days if not removed. Thanks for notifying us of the violation.</td>
</tr>
<tr>
<td>9215877</td>
<td>Commercial Vehicles</td>
<td>large box truck parked on street night after night for more than a month now</td>
<td>Submitted</td>
<td>623 Avery St</td>
<td>12/8/2020</td>
<td>Another complaint came in for this truck. We have been told this vehicle is either being parking in the 200 block or the 600 block. We will check that entire stretch of Avery St.</td>
</tr>
</tbody>
</table>
### Garner Info

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Category</th>
<th>Description</th>
<th>Received Address</th>
<th>Received Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>9237381</td>
<td>Garbage</td>
<td>This is as you are leaving Garner Towne Square Shopping Mall onto Coldwater Dr. Also beside of the stop sign there is a blue sign violation as well. Thank you.</td>
<td>100 Coldwater Dr</td>
<td>12/13/2020</td>
</tr>
<tr>
<td>9249685</td>
<td>Misc. - Streets</td>
<td>There is a little creek that runs parallel to Bryan Rd between Ackerman and Elk Stone Trail on the north side of Bryan Road. Severe erosion is creeping close to the road. The creek is about six feet below street level. We may lose part of the road into the creek if we have a couple more big storms...</td>
<td>8106 Bryan Rd</td>
<td>12/15/2020</td>
</tr>
</tbody>
</table>