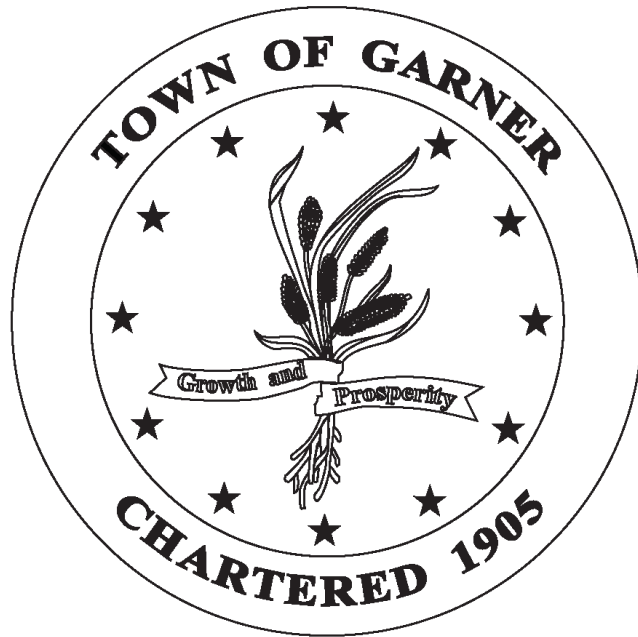


Town of Garner



Town Council Meeting June 20, 2023

Garner Town Hall
900 7th Avenue
Garner, NC 27529

Town of Garner
Town Council Regular Meeting Agenda
June 20, 2023

This regular meeting of the Council will be conducted at 6:00 p.m. in the Garner Town Hall located at 900 7th Avenue, Garner.

- A. CALL MEETING TO ORDER/ROLL CALL: Mayor Ken Marshburn
- B. PLEDGE OF ALLEGIANCE: Mayor Ken Marshburn
- C. INVOCATION: Mayor Ken Marshburn
- D. PETITIONS AND COMMENTS
- E. ADOPTION OF AGENDA
- F. PRESENTATIONS
- G. CONSENT

- 1. Budget Amendment - Fiscal Year-End Page 4
Presenter: David Beck, Finance Director

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

Action: Consider approving Ordinance (2023) 5207

- 2. Property Acquisition On-Call Contracts Page 8
Presenter: Terri Jones, Town Attorney

The Town posted a Request for Qualifications for Property/Easement Acquisition Services on March 10, 2023. Four consulting firms submitted responses. The review team is recommending that on-call contracts be approved for two of the firms.

Action: Consider approval of on-call contracts with TELICS and THC

- 3. Surplus Property Page 29
Presenter: David Beck, Finance Director

Several vehicles have been replaced per the VERT program and are ready to be sold as surplus property.

Action: Consider adopting Resolution (2023) 2539

4. Annexation Petition # ANX-23-05, VA Clinic Page 33
Presenter: David Bamford, Assistant Planning Director

Voluntary satellite annexation petition (ANX-23-05) submitted by 900 Rand Road LLC to bring 16.66 +/- acres at 2700 Benson Road into the Town of Garner's corporate limits. The site may also be identified as Wake County PIN 1619434742.

Action: Consider motion to adopt Resolution (2023) 2540 to set public hearing for July 18, 2023.

H. PUBLIC HEARINGS

I. NEW/OLD BUSINESS

1. Tier 2 Conditional Rezoning # CZ-MP-22-04, Swift Creek Apartments Page 37
Presenter: Ashley Harris, Planner

Tier 2 conditional rezoning request (CZ-MP-22-04) submitted by Swift Creek Apartments, LLC, to rezone approximately 40.85 +/- acres from Commercial Mixed Use (CMX) and Residential 4 (R4 C2-TND) Conditional to Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional. The site is located on the east side of US 401 north of Brookwood Drive and may further be identified as Wake County PIN(s) 0790655225, 0790559818, and 0790559977.

Action: Consider motion to approve CZ-MP-22-04 by adopting Ordinance (2023) 5208.

2. FY2023-2024 Budget Adoption Page 75
Presenter: Sara Warren, Budget Manager

Operating budget ordinance, capital projects ordinance and fee schedule adopting the FY 2023-2024 budget and supporting documents. The Budget Ordinance has been prepared based on the direction the Council provided during the June 6, 2023 Council Meeting

Action: Adopt the presented Budget Ordinance (2023) 5209, Project Ordinance (2023) 5210 and FY23-24 Fee Schedule

J. COMMITTEE REPORTS

K. MANAGER REPORTS

1. Talk of the Town
2. July 3rd Independence Day Celebration from 5 to 10 p.m. at Lake Benson Park.
3. Downtown Sounds, a free concert series on the GPAC back lawn, has been revived. The first concert is The Phobes Band on Thursday, July 13, at 6:30 p.m.
4. A Summer Food Truck Rodeo will be held in Downtown Garner on Main Street on Friday, July 21, from 5 to 9 p.m.

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. ADJOURN

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023		
Subject: Budget Amendment - Fiscal Year-End		
Location on Agenda: Consent		
Department: Finance		
Contact: David C. Beck, Finance Director		
Presenter: David C. Beck, Finance Director		
Brief Summary: Budget amendment to align revenues and expenditures to approximated actuals as part of the fiscal year close out. Some expenditure lines are being increased to ensure departments have adequate funding to finish out the year. Revenues that are greater than anticipated are being utilized to offset the expenditures.		
Recommended Motion and/or Requested Action: Consider adopting Ordinance (2023) 5207		
Detailed Notes:		
Funding Source: Surplus revenues		
Cost: \$1,940,922	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

ORDINANCE NO. (2023) 5207

ORDINANCE AMENDING ORDINANCE NO. (2022) 5130 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

ACCOUNT NUMBER	DESCRIPTION	PROJECT	CURRENT BUDGET	REVENUE CHANGE	REVISED BUDGET
10301500-400350	ABC Net Revenue		\$ 180,000	\$ 30,500	\$ 210,500
10301500-400370	Local Govt Sales Tax 1%		\$ 4,318,374	\$ 100,000	\$ 4,418,374
10301500-400380	Local Govt Sales Tax 1/2%		\$ 5,069,396	\$ 400,000	\$ 5,469,396
10301500-400395	Heavy Equipment Rental		\$ -	\$ 65,000	\$ 65,000
10302000-411060	Powell Bill Distribution		\$ 879,177	\$ 15,000	\$ 894,177
10302000-411220	School Resource Officer		\$ 127,135	\$ 41,000	\$ 168,135
10303000-432410	Building Permit Fees		\$ 1,509,375	\$ 600,000	\$ 2,109,375
10303000-432515	Police Outside Employment		\$ 225,000	\$ 75,000	\$ 300,000
10304000-454010	Interest Earned		\$ 150,000	\$ 295,945	\$ 445,945
10305000-465070	Insurance Proceeds		\$ 96,000	\$ 35,000	\$ 131,000
23411000-454010	Interest Earned	ARPA	\$ -	\$ 283,477	\$ 283,477

TOTAL REVENUE INCREASE (DECREASE) \$ 1,940,922.00

Expenditure Amendment Request

ACCOUNT NUMBER	DESCRIPTION	PROJECT	CURRENT BUDGET	EXPENDITURE CHANGE	REVISED BUDGET
10411000-521000	Professional Services		\$ 26,200	\$ 60,000	\$ 86,200
10423000-510200	Salaries		\$ 241,815	\$ 20,000	\$ 261,815
10423000-524300	Contract Services		\$ 38,200	\$ 30,000	\$ 68,200
10424000-525650	Employee Safety		\$ 4,000	\$ 7,000	\$ 11,000
10441000-524310	Contract Services - Tax Collection		\$ 157,500	\$ 30,000	\$ 187,500
10470000-523300	Departmental Supplies		\$ 6,450	\$ 15,000	\$ 21,450
10491000-510200	Salaries		\$ 321,176	\$ 25,000	\$ 346,176
10491000-525300	Dues & Subscriptions		\$ 2,560	\$ 10,000	\$ 12,560
10511000-510235	Outside Employment		\$ 225,000	\$ 75,000	\$ 300,000

10511000-524300	Contract Services		\$ 810,880	\$ 150,000	\$ 960,880
10511000-537410	Vehicle		\$ -	\$ 27,445	\$ 27,445
10531000-523399	Equipment Non-Capital		\$ 198,586	\$ 60,000	\$ 258,586
10560000-510210	Salaries-Overtime		\$ 1,500	\$ 5,000	\$ 6,500
10561000-510200	Salaries		\$ 715,293	\$ 60,000	\$ 775,293
10561000-510600	Group Insurance		\$ 150,638	\$ 60,000	\$ 210,638
10561000-510700	Retirement		\$ 125,060	\$ 20,000	\$ 145,060
10561000-522100	Equipment Rental		\$ 10,000	\$ 25,000	\$ 35,000
10562500-524300	Contract Services		\$ 182,252	\$ 20,000	\$ 202,252
10563000-524420	Residential Collection		\$ 2,142,692	\$ 100,000	\$ 2,242,692
10564000-521500	Building & Grounds Maintenance		\$ 30,000	\$ 15,000	\$ 45,000
10564000-524300	Contract Services		\$ 288,659	\$ 40,000	\$ 328,659
10564000-537410	Vehicle		\$ -	\$ 40,000	\$ 40,000
10565000-510200	Salaries		\$ 304,577	\$ 15,000	\$ 319,577
10565000-510600	Group Insurance		\$ 55,520	\$ 7,500	\$ 63,020
10565000-521600	Equipment Maintenance &		\$ 7,000	\$ 5,000	\$ 12,000
105650000-537410	Vehicle		\$ -	\$ 53,000	\$ 53,000
10571000-521200	Printing		\$ -	\$ 1,000	\$ 1,000
10571000-523100	Fuel		\$ 775	\$ 5,000	\$ 5,775
10572000-510200	Salaries		\$ 239,711	\$ 10,000	\$ 249,711
10572000-522100-60100	Equipment Rental		\$ 31,070	\$ 30,000	\$ 61,070
10572000-524300-60100	Contract Services		\$ 82,370	\$ 35,000	\$ 117,370
10572000-524300-60120	Contract Services		\$ 23,785	\$ 10,000	\$ 33,785
10574000-524300-20700	Contract Services		\$ 45,800	\$ 5,000	\$ 50,800
10574100-523300	Departmental Supplies		\$ 2,100	\$ 5,000	\$ 7,100
10601000-510610	Retiree Health Insurance		\$ 393,065	\$ 40,000	\$ 433,065
10604000-521700	Auto Maintenance & Repair		\$ 184,501	\$ 75,000	\$ 259,501
10604000-524356-15001	Disaster Expenditures		\$ 150,656	\$ 100,000	\$ 250,656
10605000-537451	Capital Outlay - Public Safety		\$ 528,701	\$ 75,000	\$ 603,701
10606000-537456	Capital Outlay - Public Works		\$ 364,165	\$ 291,500	\$ 655,665

23411000-551000	Tsf to General Fund	ARPA	\$ 1,018,035	\$ 9,274,773	\$ 10,292,808
23411000-521000	Professional Services	ARPA	\$ 8,991,296	\$ (8,991,296)	\$ -

TOTAL EXPENDITURE INCREASE (DECREASE) \$ 1,940,922.00

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 20th day of June 2023.

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson , Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023 ▼		
Subject: Property Acquisition On-Call Contracts		
Location on Agenda: Consent ▼		
Department: Legal and Engineering		
Contact: Terri Jones, Town Attorney		
Presenter: Terri Jones, Town Attorney		
Brief Summary: The Town posted a Request for Qualifications for Property/Easement Acquisition Services on March 10, 2023. Four consulting firms submitted responses. The review team is recommending that on-call contracts be approved for two of the firms.		
Recommended Motion and/or Requested Action: Consider approval of on-call contracts with TELICS and THC		
Detailed Notes: Representatives of the Legal, Engineering, and Inspections Departments and Town Manager's Office reviewed proposals from McKim & Creed, O.R. Colan Associates, LLC (ORC), Telecommunication & Industrial Consulting Services Corporation (TELICS), and THC, Inc. TELICS and THC were determined to be the best qualified to assist the Town with acquisitions services needed for upcoming bond projects. As services are needed for specific projects, statements of work will be issued as amendments to the on-call contracts for the agreed upon unit and hourly prices.		
Funding Source: Capital Projects Accounts		
Cost: n/a	One Time: <input checked="" type="radio"/>	Annual: <input type="radio"/> No Cost: <input type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:		
Finance Director:		
Town Attorney:	TJ	
Town Manager:	RD	
Town Clerk:		

NORTH CAROLINA
WAKE COUNTY

ON-CALL CONTRACT FOR SERVICES

THIS ON-CALL CONTRACT FOR SERVICES is entered into by and between TELECOMMUNICATION & INDUSTRIAL CONSULTING SERVICES CORPORATION also known as TELICS hereinafter referred to as the “Consultant” and the Town of Garner, a North Carolina municipal corporation. hereinafter referred to as the “Town”.

WITNESSETH

WHEREAS, the Town desires to procure a Consultant to perform property acquisition services, and

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

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

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

Scope of Services/Description of Project

The Town desires to retain **on-call property acquisition services** for, related to, and in support of the Town of Garner’s Engineering and Legal Departments. Services may include but are not limited assisting the Town in acquiring right-of-way and easement property interests including contact and outreach with property owners, title searching and opinions, appraisals, document preparation and recording, relocation evaluation, eminent domain support services, and compliance with federal or state requirements, as needed.

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

The Consultant will provide services as described in the Request for Qualifications, Consultant’s Response (Letter of Interest and supporting documents dated April 12, 2023) and Scope of Services.

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

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

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

Services Provided by the Town

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

These services may include the following:

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

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

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

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

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

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

The Town shall provide to the Consultant such information as is available to the Town for rendering of services hereunder;

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

Schedule/Time of Performance

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

Compensation/Time of Payment

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

Compensation for each service provided by the Consultant to the Town shall be set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, unit price basis, or a combination depending on the nature of the task and specificity of the task scope which will be negotiated for each task and in each Statement of Work.

Lump sum fees when applicable, shall be negotiated upon development of a detailed scope for the tasks or portions thereof.

For work performed on an hourly basis, the Town will be billed in accordance with the hourly rate schedule in Consultant's Response to the RFQ. The Consultant shall be entitled to submit an updated hourly rate schedule after twelve (12) months of the date of contract execution.

Standard of Care

Consultant shall perform for or furnish to Town professional consulting and related services in all phases of the project to which this Contract applies as hereinafter provided. Consultant shall serve as Town's prime property acquisition consultant for the project. Consultant may employ such other consultants and subcontractors as Consultant deems necessary to assist in the performance or furnishing of services hereunder.

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

Notices

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

Town of Garner
Attn: Terri Jones, Town Attorney
Email: tjones@garnernc.gov
Telephone: 919-890-7308
Address: 900 7th Avenue
Garner, NC 27529

TELICS
Attn: Steve Nichols
Email: stevenichols0396@gmail.com
Telephone: 704-575-7011
Address: PO Box 830
Statesville, NC 28687

Non-discrimination

In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, and disability with reference to the subject matter of this Contract, no matter how

remote.

Minority or Women Owned Businesses

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

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

Assignment

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

Applicable Law/Forum/Mediation

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

Insurance

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

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

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

Worker's Compensation & Employers Liability – Consultant agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and Employers

Liability insurance with limits of no less than \$1,000,000 each accident, each employee and policy limit Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the Town of Garner.

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

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

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

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

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

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

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

Indemnity

To the maximum extent allowed by law, Consultant shall defend, indemnify, and save harmless the

Town of Garner, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Consultant or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Consultant shall at its sole expense defend the Town of Garner, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Consultant to defend the Town of Garner if the Consultant is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Intellectual Property

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

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

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographic designs, text, software, or documentation created as part of the Consultant's performance of this project shall vest in the Town. Work of authorship and contributions to works of authorship created by the Consultant’s performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 USC 201.

Force Majeure

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

Advertising

Consultant shall not use the existence of this Contract, or the name of the Town of Garner, as part of

any advertising, without prior written consent of the Town.

Cancellation

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

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

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

Laws/Safety Standards

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

Consultant must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29 CFR 1910. In addition, Consultant shall comply with all applicable occupational health and safety and environmental rules and regulations. Consultant shall effectively manage their safety and health responsibilities including:

Accident Prevention

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

Environmental Protection

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

Employee Education and Training

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

Applicability of North Carolina Public Records Law

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

Miscellaneous

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

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

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

Right of Audit and Examination of Records

The Town of Garner may conduct an audit of Consultant's financial performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such an audit, Consultant agrees to provide the Town with reasonable access to Consultant's employees and make all such financial performance and compliance records available to the Town. The Town agrees to provide Consultant with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment.

The Town may conduct an audit of any services performed and fees paid subject to this Contract. The Town, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

Consultant and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The Town, or its designee, shall have the right to, including but not limited to review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

"Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the Town's sole discretion, relate to matters, rights, duties or obligations of this Contract.

Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.

Consultant shall provide the Town or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

Consultant shall reimburse the Town for any overcharges identified by the audit within ninety (90) days of written notice of the Town's findings.

E – Verify

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

Iran Divestment Act Certification

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

Companies Boycotting Israel Divestment Act Certification

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

Incorporation of Documents/Complete Agreement

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

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

Property/Easement Acquisition Request for Qualifications

Consultant's Response to RFQ (Letter of Interest and supporting documents submitted April 12, 2023)

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

THIS CONTRACT is entered into and effective this _____ day of _____, 2023.

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

CONSULTANT

By:

TOWN OF GARNER

By:

Name Rodney Dickerson
Title Town Manager

(If corporate)

ATTEST:

ATTEST:

By:

By:

Name:
Title:

Stella Gibson
Town Clerk

(Affix Town Seal)

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

David Beck
Finance Director

THIS INSTRUMENT APPROVED AS TO FORM

Terri Jones
Town Attorney

NORTH CAROLINA
WAKE COUNTY

ON-CALL CONTRACT FOR SERVICES

THIS ON-CALL CONTRACT FOR SERVICES is entered into by and between THC, INC. hereinafter referred to as the “Consultant” and the Town of Garner, a North Carolina municipal corporation. hereinafter referred to as the “Town”.

WITNESSETH

WHEREAS, the Town desires to procure a Consultant to perform property acquisition services, and

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

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

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

Scope of Services/Description of Project

The Town desires to retain **on-call property acquisition services** for, related to, and in support of the Town of Garner’s Engineering and Legal Departments. Services may include but are not limited assisting the Town in acquiring right-of-way and easement property interests including contact and outreach with property owners, title searching and opinions, appraisals, document preparation and recording, relocation evaluation, eminent domain support services, and compliance with federal or state requirements, as needed.

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

The Consultant will provide services as described in the Request for Qualifications, Consultant’s Response (Letter of Interest and supporting documents dated April 10, 2023) and Scope of Services.

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

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

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

Services Provided by the Town

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

These services may include the following:

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

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

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

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

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

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

The Town shall provide to the Consultant such information as is available to the Town for rendering of services hereunder;

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

Schedule/Time of Performance

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

Compensation/Time of Payment

Compensation and payment will be authorized under subsequent **Statement(s) of Work (SOW)**,

including lump sum fees for some services (if applicable), hourly fees, and subconsultant services, unless changed by a duly authorized amendment. The standard Town of Garner payment term is NET 30 days from the date of invoice.

Compensation for each service provided by the Consultant to the Town shall be set forth in each applicable Statement of Work. Compensation shall be on an hourly basis, unit price basis, or a combination depending on the nature of the task and specificity of the task scope which will be negotiated for each task and in each Statement of Work.

Lump sum fees when applicable, shall be negotiated upon development of a detailed scope for the tasks or portions thereof.

For work performed on an hourly basis, the Town will be billed in accordance with the hourly rate schedule in Consultant’s Response to the RFQ. The Consultant shall be entitled to submit an updated hourly rate schedule after twelve (12) months of the date of contract execution.

Standard of Care

Consultant shall perform for or furnish to Town professional consulting and related services in all phases of the project to which this Contract applies as hereinafter provided. Consultant shall serve as Town's prime property acquisition consultant for the project. Consultant may employ such other consultants and subcontractors as Consultant deems necessary to assist in the performance or furnishing of services hereunder.

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

Notices

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

Town of Garner
Attn: Terri Jones, Town Attorney
Email: tjones@garnernc.gov
Telephone: 919-890-7308
Address: 900 7th Avenue
Garner, NC 27529

THC, Inc.
Attn:
Email:
Telephone:
Address:

Non-discrimination

In consideration of the signing of this Contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, and disability with reference to the subject matter of this Contract, no matter how remote.

Minority or Women Owned Businesses

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

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

Assignment

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

Applicable Law/Forum/Mediation

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

Insurance

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

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

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

Worker's Compensation & Employers Liability – Consultant agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and Employers Liability insurance with limits of no less than \$1,000,000 each accident, each employee and policy limit

Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the Town of Garner.

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

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

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

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

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

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

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

Indemnity

To the maximum extent allowed by law, Consultant shall defend, indemnify, and save harmless the Town of Garner, its agents, officers, and employees, from and against all charges that arise in any

manner from, in connection with, or out of this contract to the extent proximately caused by the negligent acts, errors or omissions of the Consultant or subcontractors or anyone directly or indirectly employed by any of them. In performing its duties under this section, the Consultant shall at its sole expense defend the Town of Garner, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Consultant to defend the Town of Garner if the Consultant is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Intellectual Property

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

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

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographic designs, text, software, or documentation created as part of the Consultant's performance of this project shall vest in the Town. Work of authorship and contributions to works of authorship created by the Consultant’s performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 USC 201.

Force Majeure

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

Advertising

Consultant shall not use the existence of this Contract, or the name of the Town of Garner, as part of any advertising, without prior written consent of the Town.

Cancellation

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

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

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

Laws/Safety Standards

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

Consultant must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29 CFR 1910. In addition, Consultant shall comply with all applicable occupational health and safety and environmental rules and regulations. Consultant shall effectively manage their safety and health responsibilities including:

Accident Prevention

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

Environmental Protection

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

Employee Education and Training

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

Applicability of North Carolina Public Records Law

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

Miscellaneous

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

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

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

Right of Audit and Examination of Records

The Town of Garner may conduct an audit of Consultant's financial performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such an audit, Consultant agrees to provide the Town with reasonable access to Consultant's employees and make all such financial performance and compliance records available to the Town. The Town agrees to provide Consultant with an opportunity to discuss and respond to any findings before a final audit report is issued. Records shall be made available for three (3) years after the final payment.

The Town may conduct an audit of any services performed and fees paid subject to this Contract. The Town, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

Consultant and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The Town, or its designee, shall have the right to, including but not limited to review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.

"Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the Town's sole discretion, relate to matters, rights, duties or obligations of this Contract.

Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.

Consultant shall provide the Town or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.

Consultant shall reimburse the Town for any overcharges identified by the audit within ninety (90) days of written notice of the Town's findings.

E – Verify

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

Iran Divestment Act Certification

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

Companies Boycotting Israel Divestment Act Certification

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

Incorporation of Documents/Complete Agreement

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

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

Property/Easement Acquisition Request for Qualifications Consultant's Response to RFQ (Letter of Interest and supporting documents dated April 10, 2023)

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

THIS CONTRACT is entered into and effective this _____ day of _____, 2023.

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

CONSULTANT

By:

TOWN OF GARNER

By:

Name Rodney Dickerson
Title Town Manager

(If corporate)

ATTEST:

ATTEST:

By:

By:

Name:
Title:

Stella Gibson
Town Clerk

(Affix Town Seal)

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

David Beck
Finance Director

THIS INSTRUMENT APPROVED AS TO FORM

Terri Jones
Town Attorney

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023		
Subject: Surplus Property		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: Several vehicles have been replaced per the VERT program and are ready to be sold as surplus property.		
Recommended Motion and/or Requested Action: Consider adopting Resolution (2023) 2539		
Detailed Notes:		
Funding Source: N/A		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	DCB	
Finance Director:	DCB	
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

RESOLUTION NO. (2023) 2539

RESOLUTION AUTHORIZING DISPOSITION OF SURPLUS PERSONAL PROPERTY

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

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

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

Asset Tag #	Year	Make/Model	Vin/Serial #
226	2006	Ford Ranger 2wd	1FTYR10D76PA54459
263	2012	Ford F-250 Utility Bed Truck	1FDBF2B66CEB00949
285	2007	Ford F-150 Reg Cab Truck	1FTRF14W07NA55040

AND BE IT FURTHER RESOLVED by the Garner Town Council that the Town Manager is hereby authorized to sell these items by private sale at a negotiated price as provided for by G.S. 160A-267.

Duly adopted this the 20th day of June 2023.

Ken Marshburn, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

TOWN OF GARNER
FIXED ASSET RECORD CHANGE REQUEST
VALUED AT LESS THAN \$5,000

Department: Public Works

Division: Parks & Grounds

Qty	TOG Asset #	Name & Description (Year, Make, Model, etc.)	Serial No./ Vin No.	Surplus	Transfer	Addition	Other	Explanation	Present Condition (i.e. poor, fair, good)	Current Asset Value
1	226	2006 Ford Ranger 2wd	1FTTYR10D76PA54459	✓				Vehicle Re-Issue From Inspections Dept.	Poor	\$3,500

INSTRUCTIONS:

1. List Department & Division where asset is currently assigned
2. List Asset #, Name, Description, Serial No.,/Vin No.
3. Check the Applicable box for Type of Change:
 - a. **Surplus:** Request item to be Sold or Otherwise Disposed
 - b. **Transfer:** Request Asset to be Transferred to Different Department/Division
 - c. **Addition:** Asset through Seizure or Donation (should not include purchased assets)
 - d. **Other:** Please include explanation.
4. **Under Explanation, include the following:**
 - a. **Surplus:** Reason why item is Being Surplused (if Vehicle or Equipment, include Vehicle or Equipment Inspection Form).
 - b. **Transfer:** Indicate Department and Division Property is Being Transferred to.
 - c. **Addition:** Indicate if item was Donated, Acquired through Seizure, or Other Method.
 - i. If Donated, need documentation supporting valuation of Asset.
 - d. **Other:** Please include explanation.

Department Contact Information:

Name: Woody Daniel

Phone # 919,661,6875

Permission is hereby granted to dispose of the above items which are surplus and no longer used in this Department.

Department Head Signature  Date 4/6/23

Finance Director Signature _____ Date _____

Town Manager Signature _____ Date _____

SUBMIT FULLY EXECUTED FORM TO FINANCE DEPARTMENT

**TOWN OF GARNER
FIXED ASSET RECORD CHANGE REQUEST
VALUED AT MORE THAN \$5,000**

Department: Public Works

Division: Facilities

Qty	TOG Asset #	Name & Description (Year, Make, Model, etc.)	Serial No./ Vin No.	Surplus	Transfer	Addition	Other	Explanation	Present Condition (i.e. poor, fair, good)	Current Asset Value
1	263	2012 F-250 4X4 Utility Bed Reg Cab Truck	1FDDBF2B66CEB00949	<input checked="" type="checkbox"/>				Replacement Arrived	Poor	\$12,500.00
1	285	2007 F-150 4X4 LB Reg Cab Truck	1FTRF14W07NA55040	<input checked="" type="checkbox"/>				Replacement Arrived	Poor	\$7,000.00

INSTRUCTIONS:

- List Department & Division where asset is currently assigned
- List Asset #, Name, Description, Serial No./Vin No.
Check the Applicable box for Type of Change:
 - Surplus:** Request Item to be Sold or Otherwise Disposed
 - Transfer:** Request Asset to be Transferred to Different Department/Division
 - Addition:** Asset through Seizure or Donation (should not include purchased assets)
 - Other:** Please include explanation.
- Under Explanation, include the following:**
 - Surplus:** Reason why Item is Being Surplused (if Vehicle or Equipment, Include Vehicle or Equipment Inspection Form).
 - Transfer:** Indicate Department and Division Property is Being Transferred to.
 - Addition:** Indicate if Item was Donated, Acquired through Seizure, or Other Method.
 - If Donated, need documentation supporting valuation of Asset.)
 - Other:** Please include explanation.

Department Contact Information:

Name: Woody Daniel

Phone # 919.661.6875

Permission is hereby granted to dispose of the above items which are surplus and no longer used in this Department.

Department Head Signature [Signature] Date 4/4/23

Finance Director Signature _____ Date _____

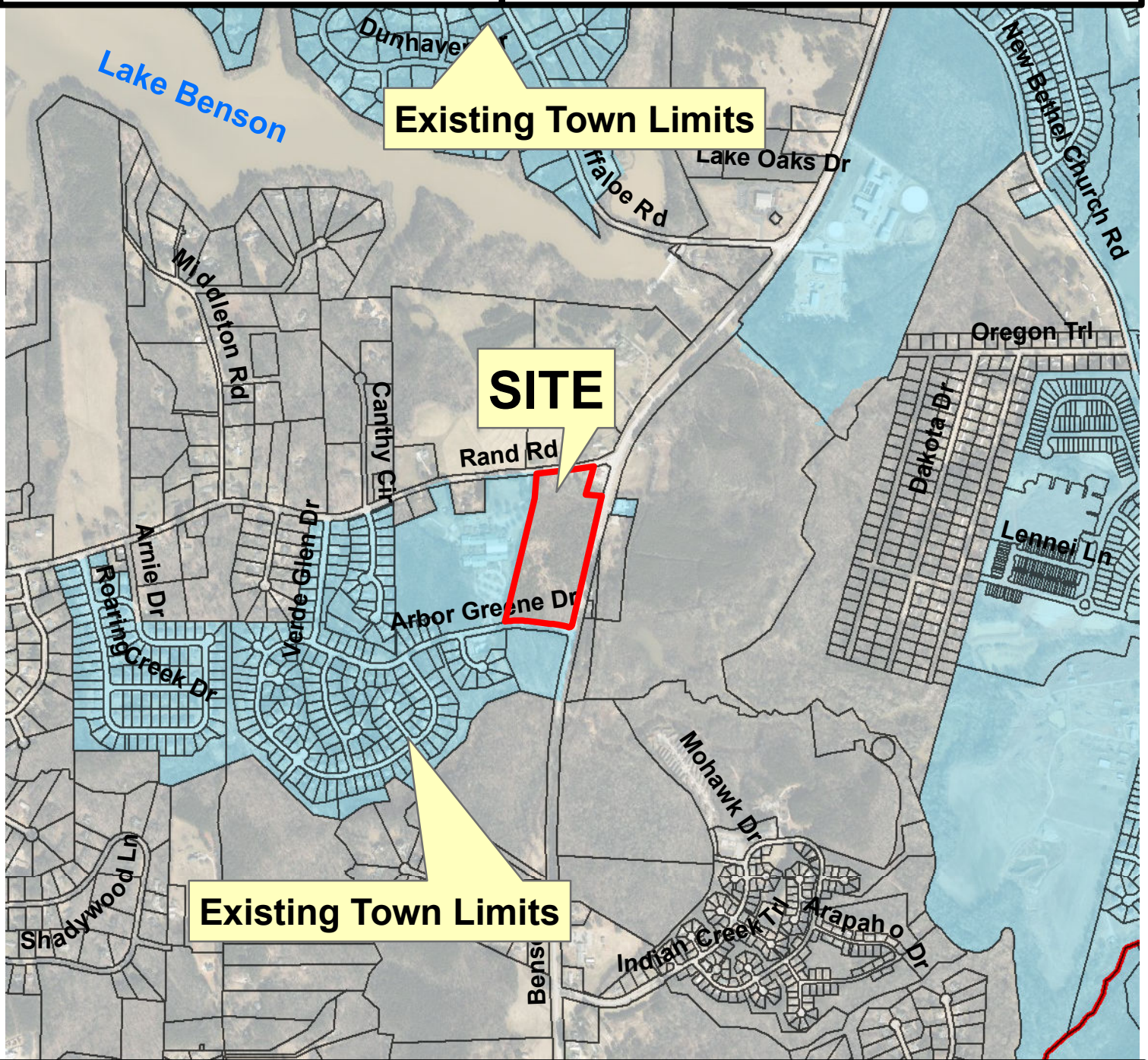
Town Manager Signature _____ Date _____

Resolution Number _____ Res. Date _____
Approved for Surplus (Council Resolution)

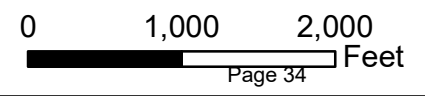
****SUBMIT FULLY EXECUTED FORM TO FINANCE DEPARTMENT****

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023 <input type="button" value="v"/>		
Subject: Annexation Petition # ANX-23-05, VA Clinic		
Location on Agenda: Consent		
Department: Planning		
Contact: David Bamford, AICP; Assistant Planning Director		
Presenter: David Bamford, AICP; Assistant Planning Director		
Brief Summary: Voluntary satellite annexation petition (ANX-23-05) submitted by 900 Rand Road LLC to bring 16.66 +/- acres at 2700 Benson Road into the Town of Garner's corporate limits. The site may also be identified as Wake County PIN 1619434742.		
Recommended Motion and/or Requested Action: Consider motion to adopt Resolution (2023) 2540 to set public hearing for July 18, 2023.		
Detailed Notes: This petition follows a request for public water and sewer for the VA Clinic project; 250,242 square feet; CZ-SP-20-15 approved September 7, 2021; and SUP-SP-20-03 approved September 21, 2021; Per the Raleigh-Garner Merger Agreement, an annexation petition is required for the extension of service.		
Funding Source:		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Owners: 900 Rand Road LLC
Project: VA Clinic
Location: 2700 Benson Rd
Area: 16.6 acres +/-
Pin: 1619434742



Planning Department Staff Report

TO: Honorable Mayor Marshburn and Town Council Members

FROM: David Bamford, AICP; Assistant Planning Director

SUBJECT: ***Annexation Petition # ANX-23-05, VA Clinic***

DATE: June 20, 2023

ANNEXATION APPLICATION: ANX-23-05, VA Clinic

OWNERS: 900 Rand Road LLC

CONTIGUOUS / SATELLITE: Satellite

LOCATION OF PROPERTY: 2700 Benson Rd

WAKE COUNTY PIN #: 1619434742

REAL ESTATE ID #: 0016129

AREA: 16.66 +/- acres

ZONING: Commercial Mixed Use (CMX C240) Conditional

ASSOCIATED DEVELOPMENT PLAN: This petition follows a request for public water and sewer for VA Clinic; 250,242 square feet; Rezoning CZ-SP-20-15 approved September 7, 2021; and SUP-SP-20-03 approved September 21, 2021; Per the *Raleigh-Garner Merger Agreement*, an annexation petition is required for the extension of service.

RECOMMENDATION: Set Public Hearing for July 18, 2023.

RESOLUTION NO. (2023) 2540

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION
PURSUANT TO G.S. 160A-58.1, AS AMENDED**

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

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

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

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

Section 1. That a public hearing on the question of annexation of the areas described herein will be held at the Town Hall at 6:00 p.m. on the 18th day of July 2023.

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

- ANX-23-05, VA Clinic; located at 2700 Benson Road; 16.66 +/- acres (satellite)

Section 3. Notice of said public hearing shall be published at least ten (10) days prior to the date of said public hearing.

Duly adopted this 20th day of June 2023.

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

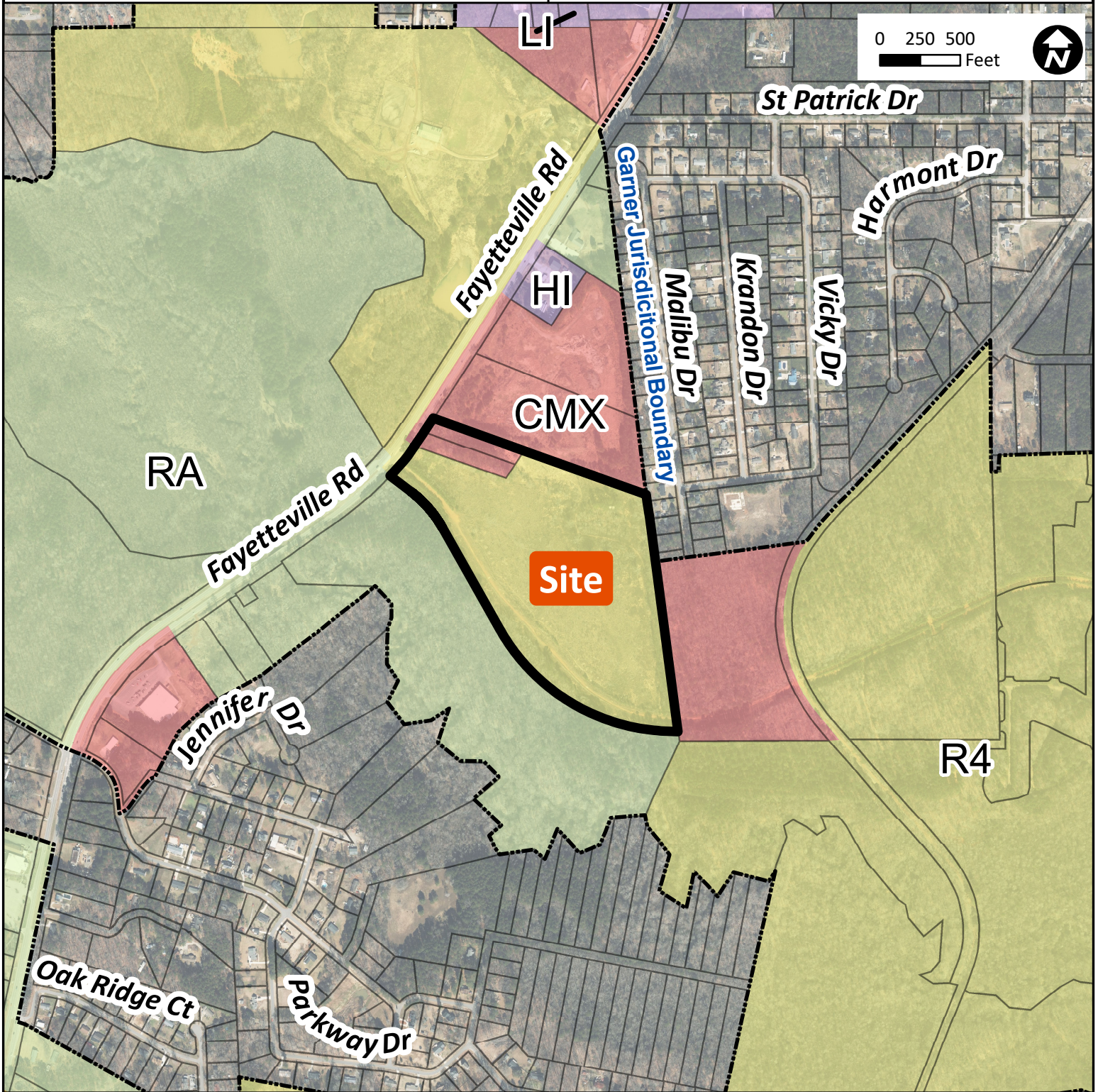
Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023		
Subject: Tier 2 Conditional Rezoning # CZ-MP-22-04, Swift Creek Apartments		
Location on Agenda: Old/New Business		
Department: Planning		
Contact: Ashley Harris, Planner I		
Presenter: Ashley Harris, Planner I		
Brief Summary: Tier 2 conditional rezoning request (CZ-MP-22-04) submitted by Swift Creek Apartments, LLC, to rezone approximately 40.85 +/- acres from Commercial Mixed Use (CMX) and Residential 4 (R4 C2-TND) Conditional to Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional. The site is located on the east side of US 401 north of Brookwood Drive and may further be identified as Wake County PIN(s) 0790655225, 0790559818, and 0790559977.		
Recommended Motion and/or Requested Action: Consider motion to approve CZ-MP-22-04 by adopting Ordinance (2023) 5208		
Detailed Notes: Zoning conditions are proposed that restrict the range of permissible uses and to provide architectural commitments for the commercial and residential structures that address appearance and the quality of materials and construction. Application was submitted under the previous UDO (prior to adoption of new UDO on July 5, 2022); however, under statutory "permit choice" rules, the applicant has requested to be reviewed under a combination of both ordinances: the use and design review elements of the project are to be reviewed under the new UDO, while the review procedures follow those in place at the time of submittal.		
Funding Source:		
Cost: n/a	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations:		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	JST	
Finance Director:		
Town Attorney:		
Town Manager:		
Town Clerk:		



Town of Garner Planning Department

Conditional District Zoning Application CZ-MP-22-04



Project: *Swift Creek Apartments*
Applicant: SWIFT CREEK APARTMENTS, LLC
Owner: SWIFT CREEK APARTMENTS, LLC
Location: 6201-6355 Fayetteville Road
Pin #: 0790654255, 0790559818, 0790559977

Proposed Use: *Multiple (Apartments, Office, Sales/Retail, et al.)*
Current Zoning: CMX, R4 TND C2
Proposed Zoning: CMX/MF-B Conditional C261
Acreage: 40.85 +/-
Overlay: Commercial Highway Overlay District

Planning Department Staff Report

TO: The Honorable Mayor Mashburn and Town Council Members

FROM: Ashley Harris, Planner I

SUBJECT: *Tier 2 Conditional Rezoning # CZ-MP-22-04, Swift Creek Apartments*

DATE: June 20, 2023

I. PROJECT AT A GLANCE

Project Number(s): CZ-MP-22-04, Tier 2 Conditional Rezoning

Applicant: Swift Creek Apartments, LLC.

Owners: Swift Creek Apartments, LLC.

Designer: Bass, Nixon and Kennedy Inc.

General Description -

Project Area & Location: 40.85 +/- acres

Wake County PIN(s): 0790655225, 0790559818, 0790559977

Current Zoning: Commercial Mixed Use (CMX), Residential 4 (R4 C2-TND) Conditional

Requested Zoning: Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional

Overlay: Commercial Highway Overlay (CHO) District

Key Meeting Dates:

Public Hearing: April 18, 2023

Planning Commission: May 8, 2023

Action: June 20, 2023

II. BACKGROUND / REQUEST SUMMARY

Request: Tier 2 conditional rezoning request (CZ-MP-22-04) submitted by Swift Creek Apartments, LLC, to rezone approximately 40.85 +/- acres from **Commercial Mixed Use (CMX)** and **Residential 4 (R4 C2-TND) Conditional** to **Commercial Mixed Use (CMX C261) Conditional** and **Multifamily B (MF-B C261) Conditional**. The site is located on the east side of US 401 north of Brookwood Drive and may further be identified as Wake County PIN(s) 0790655225, 0790559818, and 0790559977.

Zoning conditions are proposed that restrict the range of permissible uses and to provide architectural commitments for the commercial and residential structures that address appearance and the quality of materials and construction.



III. ZONING ANALYSIS

Existing: The site is currently zoned Commercial Mixed Use (CMX) and Residential 4 (R4 C2-TND) Conditional. TND stands for Traditional Neighborhood Development, a planned development district under the previous UDO but whose conditions – including a mix of residential and commercial uses – carried over to the current zoning designation. The CMX district allows for a large range of commercial, residential, and light industrial uses. The R4 district allows for residential development up to 4 dwelling units per acre as well as certain ancillary uses.

The following is a list of permitted uses in the CMX District:

1. Townhouse (> 4 dwelling units per structure)
2. Multifamily (> 4 units per structure or over 2,500 sq ft footprint)
3. Upper Story Residential
4. Security or Caretaker's Quarters
5. Group Care (with more than 9 residents)
6. Other Civic and Institutional Uses Not Listed (SUP)
7. Assembly, Civil, Service Fraternal Clubs, Lodges and Similar Uses
8. Library, Museum, Art Gallery
9. Community Center
10. Higher Education
11. School, Secondary or Primary (SUP)
12. Emergency Services
13. Cemetery (SUP)
14. Hospice
15. Hospital
16. Ambulatory Health & Emergency Care Facility
17. Other Indoor Recreational and Entertainment Uses Not Listed (SUP)
18. Bar, Nightclub, Tavern
19. Indoor Athletic or Entertainment Facility (not theater)
20. Electronic Gaming Center (SUP)
21. Outdoor Athletic or Entertainment Facility
22. Theater
23. Other Outdoor Parks and Open Space Uses Not Listed (SUP)
24. Public Park, Passive Open Space, Nature Park
25. Sexually Oriented Business (SUP)
26. Theater, Drive-In (SUP)
27. Other Overnight Accommodation Uses Not Listed
28. Bed and Breakfast Home, 8 rooms or fewer
29. Bed and Breakfast Inn, 9-30 rooms
30. Hotel / Motel
31. Other Office Uses Not Listed
32. Medical Office
33. Other Restaurant and Food Service Uses Not Listed
34. Restaurant, Sit-down Establishment
35. Restaurant, with Drive-In or Outdoor Curb Service
36. Convenience Store, without Fuel Sales
37. Convenience Store, with Fuel Sales
38. Day Care Center
39. Gym, Spa, or Pool
40. Funeral Home
41. Personal or Professional Services (up to 5,000 sqft ground floor footprint)
42. Personal or Professional Services (> 5,000 sqft ground floor footprint)
43. Banks or Financial Institutions
44. Banks or Financial Institution, with Drive-thru or Vehicular ATM

- | | |
|---|---|
| 45. Sales / Retail (no outdoor operations) | 52. Veterinarian / Kennel, with Outdoor Operations |
| 46. Sales / Retail (with outdoor operations up to 25 percent of total sales area) | 53. Microbrewery / Micro-distillery |
| 47. Sales Oriented Use (with outdoor operations > 25 percent of total sales area) (SUP) | 54. Passenger Terminal (SUP) |
| 48. Parking Lot or Deck, Commercial | 55. Minor Utility |
| 49. Self-Storage, Mini Storage | 56. Telecommunication Facility |
| 50. Vehicle Sales, Rental, Service, Repair | 57. Concealed Telecommunication Facility |
| 51. Veterinarian / Kennel, Indoor | 58. Greenhouse, Nursery (commercial), indoor operations |
| | 59. Greenhouse, Nursery (commercial), outdoor operation |

The following is a list of permitted uses in the R4 C2-TND District:

- | | |
|--|--|
| 1. Single-Family Detached | fuel sales |
| 2. Town Homes | 13. Hair Salon, Barber Shop, Beauty Shop |
| 3. Apartments/Condominium | 14. Bank or Financial institution |
| 4. Multi Family | 15. School, public or private |
| 5. Mixed Use Upper Story Residential | 16. Church, Community Center |
| 6. Accessory Dwellings | 17. Library, Museum, Art Gallery, Art Center |
| 7. Golf Course or Country Club | 18. Medical Clinic |
| 8. Gym, Spa, Indoor Tennis Court, or Pool | 19. Public Park, Swimming Pool, Tennis Court |
| 9. Medical Office, Individual | 20. Daycare Center |
| 10. Other Office | 21. All Recreation Uses |
| 11. Restaurant, Indoor with Seating or Take Out Only | 22. All Agricultural Uses |
| 12. Convenience Store, with or without | |

Proposed: The proposed zoning of the site is split between Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional.

The CMX district is designed to accommodate general commercial, retail, and service activities that serve the whole community. Offices and very light industrial uses may also be appropriate depending on the context. This district serves a wide range of users and may draw customers from outside of the town. It must have good automobile access and access to transit is preferred. Pedestrian connectivity is also important.

The MF-B district is intended to primarily accommodate more intense multifamily uses with larger structures that contain more units. Structures are more urban in character and are located closer to the street than in the MF-A District with parking generally in the rear. These multifamily developments generally are clustered around active areas and allow people to live

closer to places where they work and play. Some nonresidential or mixed-use structures and uses may also occur.

The applicant has proposed the following zoning conditions for the MF-B C261:

1. Permitted use table:

Use Category	Specific Use	MF-B C261
Residential Use**	Apartments	P
Civic and Institutional	Community Center	P
Recreational and Entertainment	Public Park	P

*** Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.*

2. Maximum residential density shall be limited to 14.5 dwelling units per acre.
3. Development shall conform to the approved master plan.
4. The development shall include the following amenities within the MF-B zoned area of the development:
 - A. Community club
 - 1) Restrooms for residents
 - 2) Cyber café
 - 3) Business center
 - 4) Club room
 - 5) Fitness center
 - 6) Minimum 1,350 square foot zero-entry swimming pool
 - B. Dog park with watering station and benches
 - C. 70' x 180' multi-purpose play lawn
 - D. Pocket Park
5. A minimum of six (6) pet waste stations, evenly located throughout the MF-B conditional zoning district, will be provided.
6. 12 electric vehicle (EV) charging stations will be provided in addition to the minimum required by the Town of Garner UDO.
7. Valet service for garbage and recycling collection will be provided by the property manager for all residents.
8. Hours of operation for trash collection by the waste collection service will be limited to the hours between 8:00 am and 5:00 pm.

9. 150 percent of required compactor landscape screening will be provided at all compactor locations.
10. All lawn areas shall utilize warm season grasses only.
11. A 6' asphalt trail will be provided around the stormwater device.
12. Multi-family apartments shall not use vinyl siding and shall have:
 - A. Cementitious siding that shall vary in type and color with brick, shakes, board and batten or stone accents provided as decorative features; and
 - B. Slab on grade foundations with masonry extending all the way to the ground with no visible exposed slab.
13. A 12" overhang on all pitched roofs on carriage units and apartment buildings shall be provided.
14. Windows that are not recessed shall be trimmed.
15. Minimum garage size for carriage units will be 12'x 24'.
16. Stormwater control facilities shall be designed to the 100-year storm, as measured in UDO Section 11.1.4.
17. Developer shall commit to a minimum fifty (50) tree save area replacement trees within and/or adjacent to vehicular use areas as prescribed in UDO Section 11.3.4.G.
18. Developer shall dedicate a transit easement measuring 15' x 20' along the property's Vandora Springs Road frontage. The location of the transit easement shall be determined and agreed to by the Town and developer during subdivision or site plan review. This condition shall be satisfied if a transit easement is dedicated on the CMX-zoned portion of the site.

The applicant has proposed the following zoning conditions for the CMX C261:

1. Permitted use table:

Use Category	Specific Use	CMX C261
Residential Use**	Apartments	P
	Upper story residential	P
Recreational and Entertainment	Bar, nightclub, tavern	P
Commercial, Office, Retail Use	Office	P
	Medical Office	P
	Restaurant, Sit Down	P
	Restaurant, Other	P
	Day Care Center	P
	Gym, Spa, or Pool	P

	Personal or Professional Services	P
	Bank or Financial institution	P
	Sales/retail (outdoor operations)	P
Industrial, Manufacturing, Warehouse, Waste Services and Transportation	Microbrewery/Micro distillery	P

*** Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.*

2. Development shall conform to the approved master plan.
3. The development shall include the following amenities:
 - A public lawn for community events, including temporary shade structures, outdoor dining areas with lighting and movable tables and chairs.
4. A minimum of two (2) pet waste stations, evenly located throughout the CMX conditional zoning district, will be provided.
5. Three (3) electric vehicle (EV) charging stations will be provided in addition to the minimum required by the Town of Garner UDO.
6. Valet service for garbage and recycling collection will be provided by the property manager for all residents.
7. Hours of operation for trash collection by the waste collection service will be limited to the hours between 8:00 am and 5:00 pm.
8. 150 percent of required compactor landscape screening will be provided at all compactor locations.
9. All lawn areas shall utilize warm season grasses only.
10. Multi-family apartments shall not use vinyl siding and shall have:
 - A. Cementitious siding that shall vary in type and color with brick, shakes, board and batten or stone accents provided as decorative features; and
 - B. Slab on grade foundations with masonry extending all the way to the ground with no visible exposed slab.
11. A 12" overhang on all pitched roofs on apartment buildings shall be provided.
12. Windows that are not recessed shall be trimmed.
13. Subject To NCDOT and Town of Garner approval, developer shall construct a right-in, right-out emergency vehicle driveway to access Fayetteville Road. This access shall not be used for day-to-day vehicle travel by residents, guests or patrons. Final design of the emergency vehicle driveway, if approved, shall be resolved during site plan review.

14. Developer shall dedicate a transit easement measuring 15' x 20' along the property's Vandora Springs Road frontage. The location of the transit easement shall be determined and agreed to by the Town and developer during subdivision or site plan review. This condition shall be satisfied if a transit easement is dedicated on the MF-B-zoned portion of the site.
15. Stormwater control facilities shall be designed to the 100-year storm, as measured in UDO Section 11.1.4.

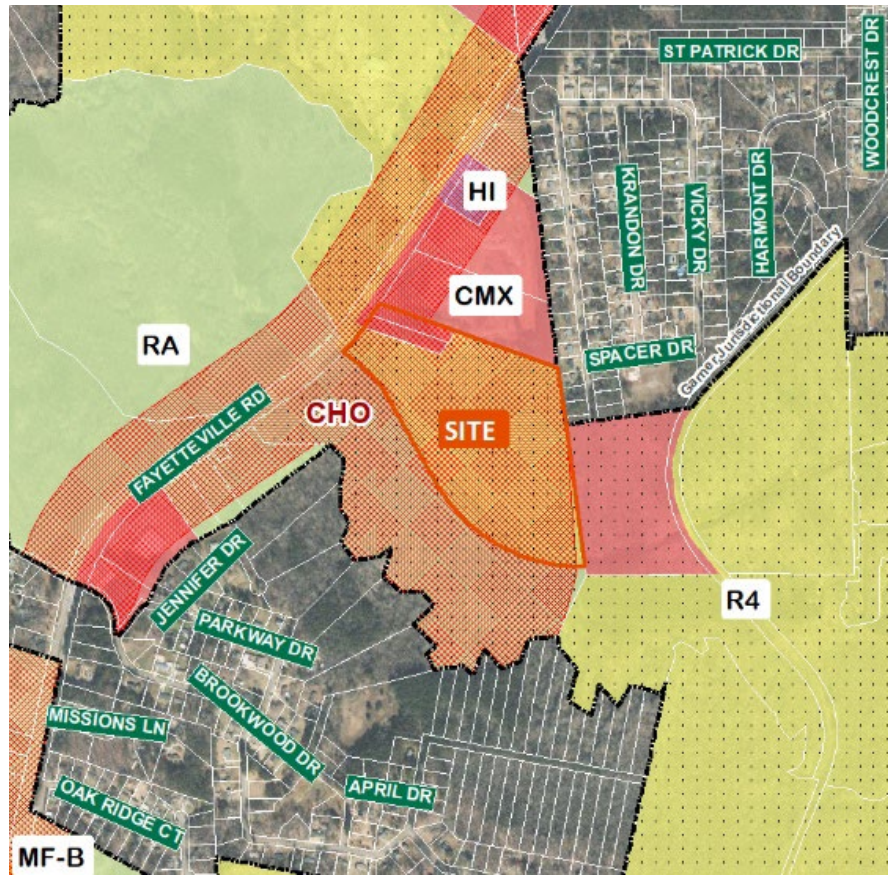
Overlay Districts: This property falls within the Commercial Highway Overlay District (CHO). The Commercial Highway (CHO) Overlay District was established to: 1) Provide for functional, efficient transportation corridor; 2) Expand economic opportunity; 3) Protect community character; and 4) Preserve and promote the community's appearance and quality. The overlay is explained in Article 5.14.2. of the Unified Development Ordinance.

Zoning History: The Planning Department's rezoning database contains the following rezoning cases in the vicinity of this property. More recent cases are listed below.

Case	Applicant	Location	Zoning Change
CUD-Z-89-3	Longbranch Development Company	Malibu Drive	R-40W and R-80W, to R-12 PR C29 and SB C30
CUD-Z-96-5	Town of Garner	Fayetteville Road	R-40 to SB C22
PD-Z-14-01	Tony M. Tate	Fayetteville Road (Swift Creek Station)	SB C22, R-12 PR C54, R-12 PR C29 to TND C2
PD-Z-19-01	Forsyth Investments Company, LLC	Georgia's Landing	Single-Family R-40 to PRD C6
CZ-22-06	Four O One South LLC	Fayetteville Road	Wake County HD to Garner LI C268

Adjacent Zoning and Land Use:

North:	CMX	Vacant
South:	RA	Conservation Easement, Swift Creek
East:	CMX / Wake County R-40	Vacant / Colonial Heights
West:	RA / R4	Conservation Easement / Georgia's Landing



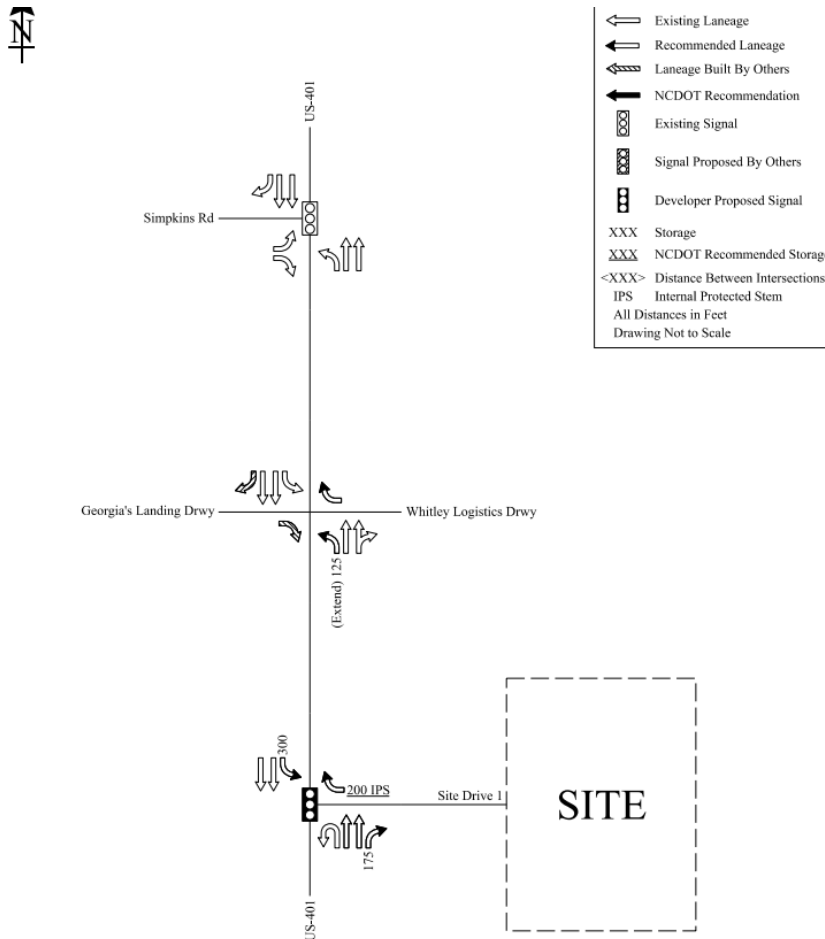
IV. COMMUNITY INFORMATION

Overall Neighborhood Character: The area is largely characterized by the presence of both Swift Creek and US 401. There are large parcels consisting of conservation easements. Aside from vacant tracts, existing land uses include Wake County subdivisions, industrial/flex buildings, and religious institutions.

Traffic: The project will have approximately 500 feet of frontage along Fayetteville Road. As general background information only, the NCDOT average daily traffic count history in this area is as follows:

- Year 2011 – 31000
- Year 2013 – 32000
- Year 2015 – 33000
- Year 2017 – 32000
- Year 2019 – 39000
- Year 2021 – 29500

A traffic impact analysis (TIA) was required by both the Town and NCDOT. It was completed in September of 2022, with an additional addendum completed in December of 2022. NCDOT’s Congestion Management Unit recommended a new signalized intersection at site access 1 with additional turn lanes to allow for full movement in and out of the site. They also recommended additional turn lanes and extended pavement at the intersection of US-401 and Georgia’s Landing Way.



Neighborhood Meeting 1: A neighborhood meeting was held February 23, 2023, at 6:30 pm in the Garner Senior Center. There were 25 properties within the notification area (list/table follows), and there were approximately 3 people in attendance.

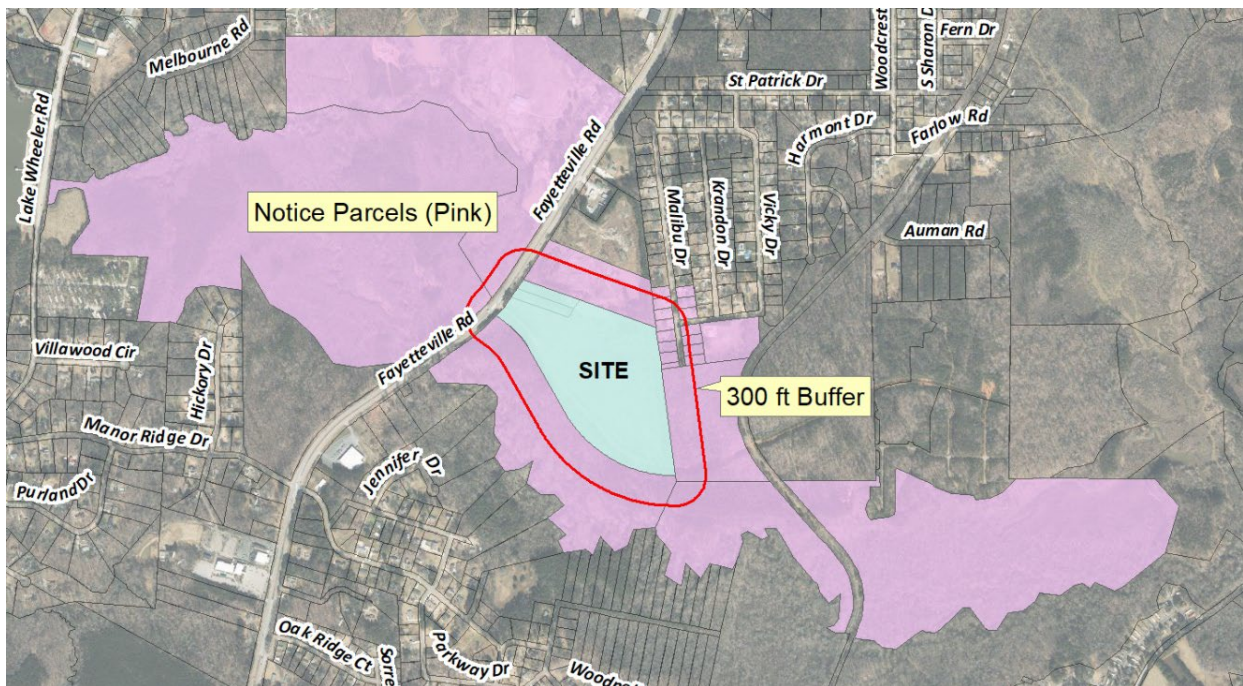
Neighborhood Meeting Summary: There were questions regarding landscaping in the buffer and screening, distance of the buildings to the property line, utilities, the number of units proposed and the price point of the units, road connections and improvements, impervious surface limitations, the plans for the retail component, and the timeframe for future build-out.

See full neighborhood meeting information attached at the end of this report for further detail.

Neighborhood Meeting 2: A second neighborhood meeting was held March 30, 2023, at 6:30 pm in the Garner Senior Center. There were approximately 2 people in attendance.

Neighborhood Meeting Summary: There were questions about the number of units proposed, the phasing of the development, the time frame for the project to be completed, and the Vandora Springs Road extension.

See full neighborhood meeting information attached at the end of this report for further detail.



OWNER	ADDR1	ADDR2
MINICK, PATRICIA H	6509 MALIBU DR	RALEIGH NC 27603-4933
WELBORN, JOAN C	6605 MALIBU DR	RALEIGH NC 27603-4931
HAYES, BOYD JOHNSON, VICKIE L	HEATER UTILITIES	202 MACKENAN DR
HARRING, MARVINA HARRING, ERIC J	95-1329 WIKAO ST	MILILANI HI 96789-3996
WALLS, MATTHEW WAYNE	555 GREEN WILLOW CIR	WENDELL NC 27591-8925
SWIFT CREEK APARTMENTS LLC	428 SWANS MILL XING	RALEIGH NC 27614-9463

OWNER	ADDR1	ADDR2
RHODES, STEVEN HARRIS II	6600 MALIBU DR	RALEIGH NC 27603-4932
HARRING, MARVINA HARRING, ERIC J	95-1329 WIKAO ST	MILILANI HI 96789-3996
KEZIAH, MICHELE D	6604 MALIBU DR	RALEIGH NC 27603-4932
KING, MARTHA B	6508 MALIBU DR	RALEIGH NC 27603-4934
KINCAID, HUGH B KINCAID, KIMBERLY L	6517 MALIBU DR	RALEIGH NC 27603-4933
CAMPBELL, JERRY	6520 MALIBU DR	RALEIGH NC 27603-4934
CALLAN, SEAN P CALLAN, BRIDGET A	6108 RIVER LANDINGS DR	RALEIGH NC 27604-6138
HAYES, BOYD JOHNSON, VICKIE L	202 MACKENAN DR	CARY NC 27511-6447
GAHAGAN, MIKE P	6513 MALIBU DR	RALEIGH NC 27603-4933
SWIFT CREEK APARTMENTS LLC	428 SWANS MILL XING	RALEIGH NC 27614-9463
RALEIGH 401 LLC	4716 HILLTOP RD	GREENSBORO NC 27407-5217
BYRD, SUSAN DIANE EASON	6512 MALIBU DR	RALEIGH NC 27603-4934
RALEIGH CITY OF	PO BOX 590	RALEIGH NC 27602-0590
FULCHER, RACHEL	6516 MALIBU DR	RALEIGH NC 27603-4934
FOREST AT SWIFT CREEK LLC	1201 EDWARDS MILL RD	RALEIGH NC 27607-0180
JANRON, LLC	3522 CARRIAGE DR	RALEIGH NC 27612-4202
CLAYTON PROPERTIES GROUP INC	5000 CLAYTON RD	MARYVILLE TN 37804-5550
SWIFT CREEK APARTMENTS LLC	428 SWANS MILL XING	RALEIGH NC 27614-9463
WAKE COUNTY	WAKE COUNTY ATTORNEY'S OFFICE	PO BOX 550

Public Hearing Summary: The Town Council conducted a public hearing at their meeting on Tuesday, April 18, 2023. Please refer to the ***Town Council Meeting for 4/18/23*** video (<https://www.youtube.com/watch?v=kK3GIRNBowA>) at the Town of Garner's YouTube page (<https://www.youtube.com/@TownofGarner/streams>). The staff presentation begins at the 20-minute mark of the video, and comments begin at 36:45. Council discussion focused on neighborhood meetings, road improvements, future transportation plans for the area, and storm water.

The Town Council closed the public hearing and recommended the conditional rezoning request be sent to the Planning Commission on a vote of 4 to 1.

V. PLANNED DEVELOPMENT PROJECT DATA

Acreage: 40.91 +/- acres

MF-B: 33.98 +/- acres

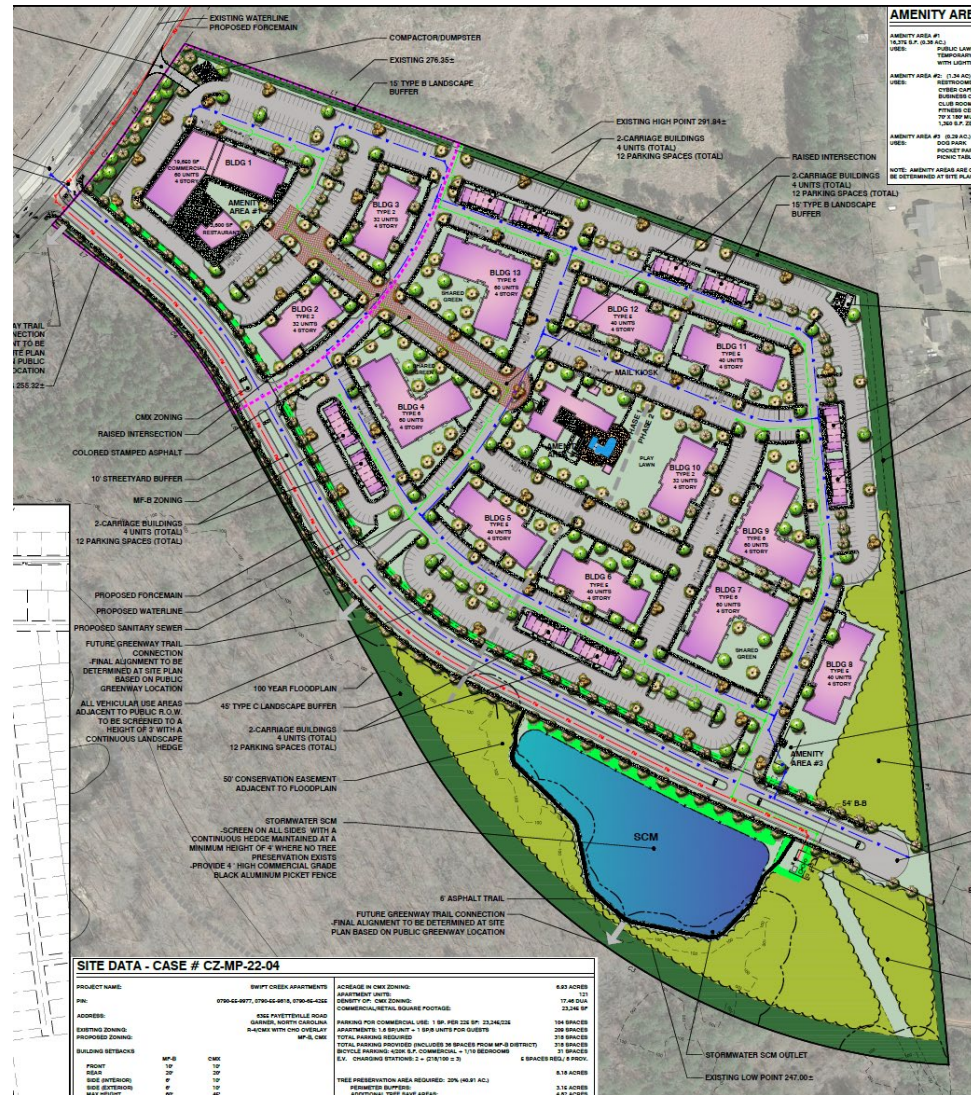
CMX: 6.93 +/- acres (area within pink line adjacent to US 401)

Units/Bldg Size: MF-B: 492 units max. (~14.48 du/acre)

CMX: 124 Units (~17.9 du/acre)

23,245 sq ft retail/commercial

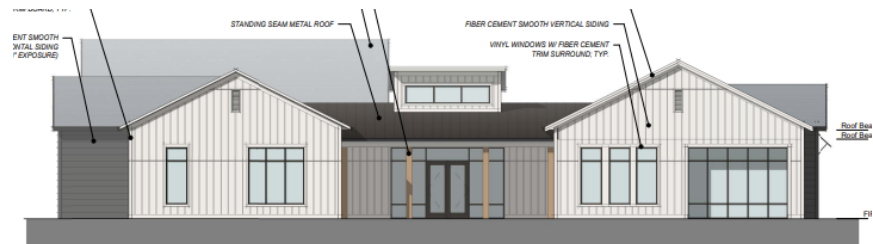
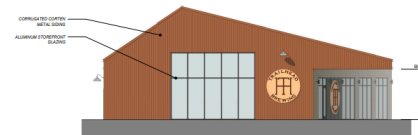
Master Plan:



Buildings:

Finishing materials: Fiber-cement and masonry.

Sampling of elevations (to meet requirements of Article 9):



Lots and Setbacks:

MF-B – Large Residential Structures:

- Front setback: 10'
- Side (all) setback: 6' (also see building separation)
- Rear setback: 20'

All setbacks increase 10' adjacent to lots with single-family detached or duplex residential units.

- Maximum height: 60' (up to 72' w/ additional setback)
- Building Separation: 12' min.

CMX – Large Residential Structures:

- Front setback: 10'
- Side (all) setback: 10' (also see building separation)
- Rear setback: 20'

All setbacks increase 10' adjacent to lots with single-family detached or duplex residential units.

- Maximum height: 45' (up to 57' w/ additional setback)
- Building Separation: 20' min.

CMX – Non-residential Structures:

- Front setback: 15'
- Side setback: 10' (also see building separation)
- Corner Side setback: 15'
- Rear setback: 25'

All setbacks increase 10' adjacent to lots with single-family detached or duplex residential units.

- Maximum height: 45' (unlimited w/ add'l setback and SUP)
- Building Separation: 20' min.

Landscape and Buffer Requirements:

Tree Canopy Cover: Sliding scale from 18-20% to be met. Master Plan envisions 20% (8.20 +/- acres) preservation.

Perimeter Buffers:

- 15' perimeter buffer along northern property line
- Street yard buffer along Vandora Springs Road extension at the southern boundary, 45' perimeter buffer at remaining southern edge.
- Combination of 45' and 15' perimeter buffer to the east
- Street buffer along US 401

Street Trees: Must be provided approximately every 40 feet along all roadways.

Environmental Features:

There are FEMA designated floodplains and an associated 50-foot conservation buffer at the southern boundary of the project, adjacent to Swift Creek. This area of the plan is reserved for stormwater management, tree preservation, and potential pedestrian connections to the future Wake County Greenway (Swift Creek Corridor).



Parks and Open Space:

- Total open space required: 10% (4.09 +/- acres min.)
 - Total open space planned: Master Plan envisions more than 10% (but w/ no more than 30% tree preservation)
- Active open space required: (25% of total required) 1.02 acres.
 - Active open space planned: Master Plan envisions a minimum of 2 acres.

Open space areas will be maintained by a property manager. Required open space will be met with a combination of qualifying conservation areas and recreation space. Recreation space will include a clubhouse, a swimming pool, dog parks, a multi-purpose play field, private trails and a pocket park.

Lighting:

To meet UDO requirements.

Infrastructure: **Stormwater Management** – Swift Creek Apartments is a mixed-use development that is not located within the watershed protection area. This site is subject to stormwater water quality requirements for nitrogen as well as water quantity requirements for the 1-, 10-, and 25-year storm events as well as the 100-year storm event (by voluntary condition). This development master plan proposes one stormwater control measures (SCM). This SCM shall satisfy all water quality and water quantity requirements at this site for nitrogen and will be required to detain the 1-, 10-, 25- and 100-year storm events.

Water/Sewer – The site will be served by City of Raleigh water and sewer infrastructure. Water will connect to existing service in US 401 and the line will be extended through the new Vandora Springs Extension. A new sanitary sewer pump station will be installed on site and sewer lines will be extended to adjacent and upstream properties per the Raleigh Water policy.



Transportation/Access – This site has limited frontage along US 401, which is its only public access at this time. The project will construct a portion of the Vandora Springs Extension, which will be a new median-divided roadway with a minimum of 18.5' of travel way on each side of the median. This width would allow two-way traffic on either side of the median and has been found acceptable as a “temporary modification” of the access coordination standards by the emergency services providers of the TRC in keeping with the spirit of Section 8.3.4.B., even

though that Section speaks specifically to the numbers of subdivision lots. The possibility of another exit only onto US 401 is being discussed with NCDOT, and the plan calls for one street stub each to the north and east, as well as one additional driveway stub to the north.

The project has a street connectivity ratio of 1.5 (3 links, 2 nodes), exceeding the minimum requirement of 1.4.

The Vandora Springs Extension will include a temporary 48' radius asphalt turn-around with a 10' temporary easement. Curb, gutter, and sidewalk will be installed along the Extension. Widening of US 401 and a swale with side path are also included.

The plan also proposes two locations for future connections to the Swift Creek Greenway Corridor, currently in design with Wake County.

VI. PLAN CONSISTENCY

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

Planning Commission Meeting Summary: The Planning Commission conducted a consistency review of the case at their meeting on Monday, May 8, 2023. Please refer to the ***Planning Commission Meeting for 5/8/2023*** video (<https://www.youtube.com/watch?v=37XHWLGse74&t=6928s>) at the Town of Garner's YouTube page (<https://www.youtube.com/@TownofGarner/streams>). The staff presentation begins at the 8:35 mark of the video, and comments begin at 32:20. Planning Commission discussion focused on access for emergency services; required improvements to 401; appreciation for the focus on amenities, open spaces, and decorative street treatments; clarification of stubs being provided and the temporary turn around; clarification on the median design for Vandora Springs Extension; dwelling unit size and anticipated pricing; clarification on streetscape and open space details; EV spaces; and possible provision of a transit easement.

Relevant Land Use Plan Analysis:

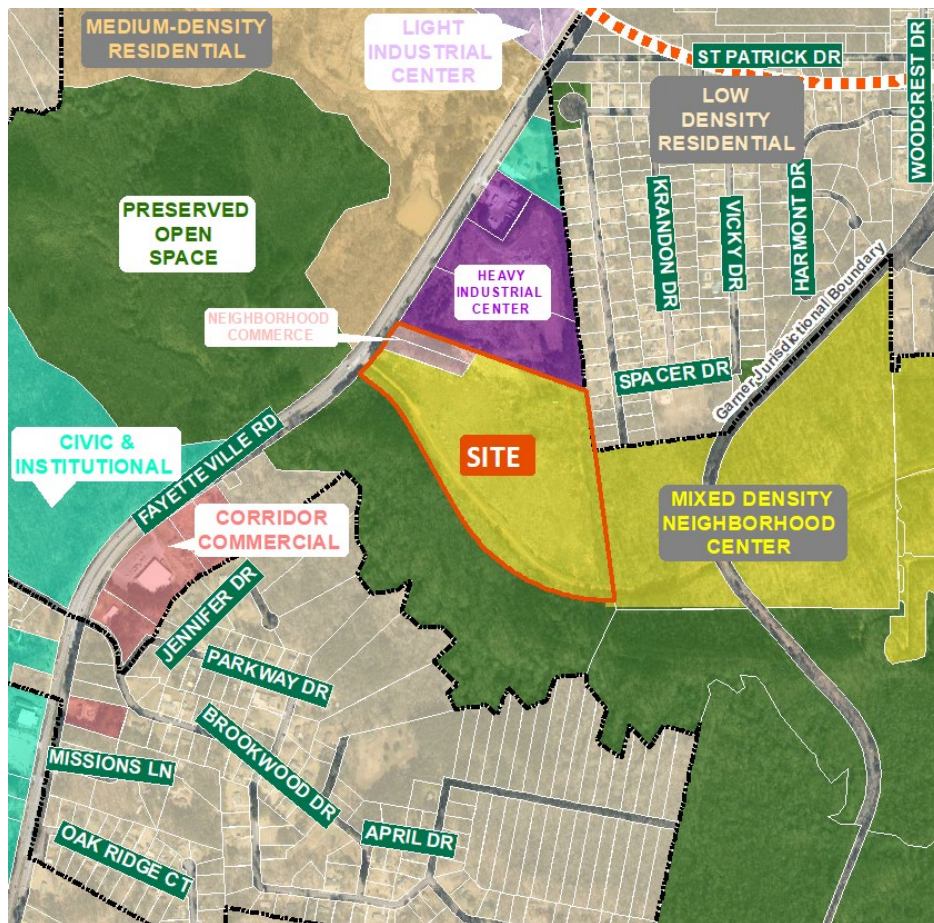
2018 Garner Forward Plan – CONSISTENT:

The majority of the site of the request is part of a larger area designated as **Mixed Density Neighborhood Center (MDC)**. The Mixed-Density Neighborhood Center may include a mix of residential densities with incidental commercial uses integrated within a community and can be adjacent to the Town Center category or on the periphery of established, mixed-use areas. The development of self-contained, self-supporting neighborhoods is also

encouraged and may include individual offices, retail storefronts, and other service-related uses located along collector streets (or higher categories of street). Non-residential uses should be limited in scale and not rise to the level of creating a Neighborhood Commerce Center (NCC), be part of the overall fabric of the development, and serve customers within walking distance.

The two smaller existing parcels located at the northwest corner of the site are designated as **Neighborhood Commerce Center (NCC)**. Neighborhood Commerce Centers are generally located at the intersection of collectors, highways, and arterials, the NCC category emphasizes smaller commercial centers that are within close walking proximity (¼-mile to ½-mile) of residential uses. Typical mix of uses would include retail sales, service, convenience stores, restaurants, or office uses that share a common parking area and may have a small anchor such as a grocery store. Uses should be conducted within an enclosed building. Uses with outdoor storage and outdoor sales display areas should be discouraged. Some rare exceptions for outdoor operations that would be appropriate may include neighborhood garden centers or agriculture sales stands that are small-scale and compatible with the surrounding land uses.

The split site zoning (along future parcel lines / right-of-way centerlines) and proposed uses within each reflect the nature of both future land use designations and may be found consistent with the Garner Forward future land use map.



2010/18 Garner Transportation Plan - CONSISTENT:

The 2018 Garner Transportation Plan shows a proposed arterial road along the southern project boundary. This arterial is planned to become the Vandora Springs Extension, and the first portion of the road will be constructed with this project. This segment of Vandora Springs will be a two-lane median divided section, with curb gutter and sidewalk on both sides. This project will also add additional pavement, turn lanes, a side path, and a signal along US 401. With these improvements, this project may be considered consistent with the Transportation Plan.

Parks, Recreation, Greenways and Cultural Resources Master Plan – CONSISTENT:

The site is not designated as a park land search area; however, the site is located adjacent to Wake County’s Swift Creek Greenway corridor. With provisions for two proposed connections to the future public greenway along the southern boundary and the sidewalk requirement along the Vandora Springs Extension, this proposal may be considered consistent with the PRCR Master Plan.

Swift Creek Land Management Plan – CONSISTENT:

This project falls within the Swift Creek Land Management Plan (SCLMP) which is both an interlocal agreement and State law protecting Swift Creek and its associated lakes as a WS-II watershed whose goal is to protect the water quality within the watershed and prohibit industrial wastewater discharges. Member jurisdictions are required to maintain stormwater regulations in keeping with the recommended performance standards of the SCLMP. Garner’s regulations are largely contained within Article 11 of the Unified Development Ordinance.

The project site is designated as “New Suburban”. Impervious surface limits are allowed to reach 30% for commercial development, so long as the first inch of rainfall can be retained on-site. Under the SCLMP, apartments and vertically mixed-use/stacked structures are treated as non-residential (commercial) development. The apartment site will be limited by the applicable impervious surface maximums at the time of site plan approval. With the proposed preliminary stormwater infrastructure, this plan may be considered in conformity with the SCLMP.

Consistency Statement: This request to rezone 40.85 +/- acres from Commercial Mixed Use (CMX) and Residential 4 (R4 C2-TND) Conditional to Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional is consistent with the Town of Garner’s land use plans, including the Future Land Use Map’s designation of Mixed Density Neighborhood Center and Neighborhood Commerce Center regarding both proposed density and land use.

VII. REASONABLENESS

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

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

VIII. RECOMMENDATION

Staff Recommendation: In addition to findings of plan consistency, staff would note the following in support of a motion to approve CZ-MP-22-04 as presented:

1. This project will exceed typical stormwater detention requirements by providing detention for the 100-year storm event.

Recommended Motion: See following worksheet. Staff has highlighted the most likely motion for both approving (in green – staff recommendation) and denying (in red) the applicant's request.

CZ-MP-22-04, Swift Creek Apartments

Zoning Amendment Motion Worksheet

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

<p>1. CONSISTENT AND REASONABLE</p>	<p>“I move that the Town Council accept the Planning Commission’s written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section VI of the staff report, as our own; and I further move that the Town Council adopt Ordinance No. (2023) 5208 approving rezoning CZ-MP-22-04, as the request is reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options on next page and/or provide your own reasoning</u>).”</p>
<p>2. CONSISTENT BUT NOT REASONABLE</p>	<p>“I move that the Town Council accept the Planning Commission’s written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section VI of the staff report, as our own; however, I also move that the Town Council deny rezoning CZ-MP-22-04, as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options on next page and/or provide your own reasoning</u>).”</p>
<p>3. INCONSISTENT YET REASONABLE</p>	<p>“I move that the Town Council accept the Planning Commission’s written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section VI of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); yet, I also move that the Town Council adopt Ordinance No. (2023) 5208 approving rezoning CZ-MP-22-04, as the request is still reasonable and in the public interest because it will likely (<u>select all applicable reasonableness options on next page and/or provide your own reasoning</u>).”</p>
<p>4. INCONSISTENT NOR REASONABLE</p>	<p>“I move that the Town Council accept the Planning Commission’s written statement regarding consistency of the zoning amendment request with adopted land use plans, detailed in Section VI of the staff report, and find the request inconsistent due to (<u>cite and insert land use plan evidence</u>); and I further move that the Town Council deny rezoning CZ-MP-22-04, as the request is not reasonable nor in the public interest because it will likely not (<u>select all applicable reasonableness options next page and/or provide your own reasoning</u>).”</p>

See next page for staff-identified possible reasonableness options...

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

Green = supporting elements, Yellow = perhaps/partial, Red = no overtly supporting elements, Gray = likely n/a

February 8, 2023

Dear Property Owner,

On behalf of the owners of 6201, 6301 and 6355 Fayetteville Road, I would like to invite you to attend a neighborhood information meeting concerning the development of Swift Creek Apartments. This proposed rezoning is near property that you own. Specifically, KDM Development Corporation has requested a rezoning of said property from CMX and R4 to MF-B and CMX to allow for the development of 616 apartment homes in varying architectural styles. Additionally, approximately 26,000 square feet of commercial/retail space will be provided in two mixed-use buildings along the Fayetteville Road frontage. The meeting details are as follows:

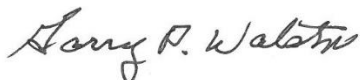
02-23-2023
6:30 p.m.
Garner Senior Center
205 E. Garner Road
Garner, NC 27529

Per Town of Garner ordinance requirements, we are notifying you of this meeting because your property is located within the written notification area for public hearings. While this meeting is not a public hearing, it is an opportunity for you to meet with the owners and/or applicants to hear about their intention to rezone and/or develop the land. You are encouraged to ask questions and express concerns so that we may help you to more fully understand the proposed project.

Town Planning staff will not attend this meeting, but if you have additional questions about the project, you may contact the Town's case manager, Ashley Harris, at (919) 733-4444, or aharris@garnernc.gov. Property owners within the notification area will receive a separate notice from Town Planning staff when a public hearing is scheduled before the Garner Town Council.

If you have any questions about this neighborhood information meeting, or if you are unable to attend and would like to leave comments for our consideration, please feel free to contact Marty Bizzell at (919) 851-4422 or Marty.bizzell@bnkinc.com.

Sincerely,



Garry P. Walston, PLA
Senior Landscape Architect
Bass, Nixon & Kennedy, Inc.

**SWIFT CREEK APARTMENTS
NEIGHBORHOOD INFORMATIONAL MEETING
Thursday, February 23, 2023
6:30 P.M.**

Sign-In Sheet

	<u>Name</u>	<u>Address</u>
1.	HB Kencaul (kind) HB	6517 MALIBU DRIVE
2.	Michele Yates (former Keziak)	10104 Malibu Dr.
3.	Joan P Callan	1701 Spruce Dr.
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		



February 23, 2023

Swift Creek Apartments-Garner Neighborhood Meeting
Garner Senior Center, 6:30 PM

Attendees:

Marty D. Bizzell, PE, CPESC (Bass, Nixon & Kennedy, Inc)
Garry Walston, Landscape Architect (Bass, Nixon & Kennedy, Inc)
Kenyon Burnham (KJ) and Peter Crossett (KDM Development)

HB and Kim Kincaid; 6517 Malibu Drive, Garner
Michele Yates (formerly Keziah); 6604 Malibu Drive, Garner
Sean P. Callow; 6108 River Landings Drive, Raleigh

Marty Bizzell gave an overview of the project of 3 tracts totaling 41 acres in Town of Garner in which BNK has submitted a rezoning request.

This project has been through quite a lot of changes between BNK and the Town of Garner.

Swift Creek Apartments will comprise commercial, retail, and residential. There will be 23,000 square feet for commercial uses. The rezoning of the 41 acres will be split into 2 parcels. There will be 6.5 acres at front for commercial mixed use. This is a new type of commercial/residential project. The 33-34 acres will be rezoned to MFB (multi-family-business)

There will be 2 residential 4 story apartment buildings with the commercial on the ground floor. There will be a new public street built to NCDOT standards.

The 4 story apartment buildings will have elevators which will be high quality market rate apartments.

The carriage house design will be 2 story apartments with parking underneath.

A storm water control pond (SCM) will be built at the lower end of the development to capture storm water runoff. Also, a golf park, club house, pool, and lots of green space.

Preservation of Garner regulates that 20% of area which is approximately 8 acres be preserved. A 45-foot landscape buffer will be planted along Malibu Drive and connections to future greenway trails will be built.

Dumpster area will be screened with vegetation and there will be a valet garbage service. Also, 13 EV charging stations on site in addition to 6 pet waste stations.

Questions

Question: What type of landscaping will be on the buffer?

Garry: This area is already wooded so we will supplement with understory trees and shrubs.

Question: Are the owners the same because a lot of those trees have been timbered so there aren't as many in that area now.

Garry: There is a screening standard. Staff will inventory what is currently at the site and we will add what is needed. The town will also advise if we need if any additional vegetation needed.

Question: Is there a plan for a fence along the buffer?
KJ: No
Garry: There may be a buffering option that includes a fence, but if we build a fence you end of with less landscaping. You get the full 45 feet with vegetation.

Question: What will be closest to the property line? Do the parking spaces go the boundary line?
Garry: We have put the carriage house design closer to the property lines. There will be a 5–6-foot gap from the parking lot to the buffer.

Question: Are you extending Malibu Drive?
Garry: No, it's not in the development plans.

Question: Is there water and sewer?
Marty: City water is already at the site. There will be a pump station to pump back to 401.

Question: I have a question about the road in the plans. Is that going into neighborhood?
Marty: This will be a public road with a cul-de-sac at the end. The development will have one way in and one way out onto 401. It will eventually be a 4-lane median divided with curb and gutters and a 90 foot right of way. It will be a Right In Right Out. A traffic analysis study (TIA) was made.

Question: Doesn't that warrant a traffic light on 401?
KJ: NCDOT recommends the "right in right out" for this new development.

Question: How many units will be in the development?
KJ: There will be 612 units.

Question: What is the price point of the apartments?
KJ: This can change in future, but today the prices would be approximately:
1 bedroom-\$1500-1600/month; 2 bedroom-\$1800/month;
3 bedroom-\$2000/month
These are high end and 20% larger than the average apartments with stainless steel appliances and granite countertops. We expect people to live here a few years before purchasing a home. This is first project in Garner like this and is comparable to Foxwoods in NE Raleigh.

Question: What are the exterior colors?
Marty: Neutral undertone colors like shown on the drawings. There will be no vinyl, only fiber cement and masonry.

Question: Once plans are approved, when will you start to build?
KJ: It is hard to say exactly. It depends on permits. It could be end of this year but more likely it will be the end of next year. It will be built in two phases. The front phase will take about two years to build and same with the back phase. The new road will go to end of phase one and extended out it's full-length during phase two building.

Question: Does this development fall under impervious rules?
Marty: Yes it does. The commercial max is 70%.
Garry: We are at 50% and there will be a lot of green space within the new development.
Marty: The SCM (Storm Water Control Measure) will be built on the lowest point on the plot of land so any runoff will go to the pond. Your houses sit on higher elevation than the new development.

Question: What is the lighting in the parking lots?
Marty: The lighting will be LED. We have to submit a lighting plan in addition to other plans. The Town of Garner has lighting plan requirements. These will be to Duke Energy standards.

Question: How many EV charging stations will be built?
Garry: There will be 2 at each building. The number is based on the number of parking spaces (1 per 100 spaces).

Question: What is the retail at the front?
KJ: 3500 square feet of commercial space which will probably be a brew pub type of business. There will be 19,000 square feet on ground floor which will be a combination of retail and food businesses. We want it to look similar to Lafayette Village in Raleigh which we developed.

Question: Will there be a lot of disruption during building? Water and sewer?
Marty: The excavation will be minimal since this project was started years ago. It already has City of Raleigh water.

Question: 401 is already a high traffic area. Why isn't there going to be a traffic light at the entrance?
Marty: NCDOT wants to keep the traffic free flowing exiting the neighborhood. At the time there will not be traffic lights.
KJ: If there is a need, it would be easy to add traffic lights at a later date.

Question: Will there be access from the apartments into our neighborhood?
KJ: There isn't access in our designs, but we can't speak to the future Vandora Springs Road extension.

March 30, 2023

Swift Creek Apartments-Garner-2nd Neighborhood Meeting
Garner Senior Center, 6:30 PM

Attendees:

Marty D. Bizzell, PE, CPESC (Bass, Nixon & Kennedy, Inc)
Garry Walston, RLA (Bass, Nixon & Kennedy, Inc)
Kenyon Burnham (KJ), (KDM Development)

Harold and Michele Yates (formerly Keziah); 6604 Malibu Drive, Garner

Questions

Question: How many units will be built?

Marty: 613 units

Question: How many phases?

Marty: It will be built in 2 phases.

Question: How long will it take to complete the development?

KJ: It will take approximately 3-4 years start to finish.

Question: Does the road you are building extend to Vandora Springs Road?

Garry: The road we are building through the property ties into 401. There is no access in our designs, but we can't speak to the future Garner transportation plans which are shown as the Vandora Springs Road Extension which already has a railroad crossing.



**SWIFT CREEK APARTMENTS
NEIGHBORHOOD INFORMATIONAL MEETING
Thursday, March 30, 2023
6:30 P.M.**

Sign-In Sheet

	<u>Name</u>	<u>Address</u>
1.	Harold & Michele Yates (formerly Keziah)	6604 Malibu Dr.
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		

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

ORDINANCE NO. (2023) 5208

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

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

WHEREAS, the Town Council finds this request to rezone 40.85 +/- acres from Commercial Mixed Use (CMX) and Residential 4 (R4 C2-TND) Conditional to Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional is consistent with the Town of Garner's land use plans, including the Future Land Use Map's designation of Mixed Density Neighborhood Center and Neighborhood Commerce Center regarding both proposed density and land use; and

WHEREAS, the Town Council also finds this request to be consistent with Garner's *2010/18 Transportation Plan; Parks, Recreation, Greenways and Cultural Resources Master Plan; and the Swift Creek Land Management Plan; and*

WHEREAS, the Town Council further finds the request is reasonable and in the public interest because it promotes multi-family housing in select areas; is of an overall design that keeps within the Town's character and improves property values; is located and designed to create good multi-family places with quality exterior materials, open spaces and facades; and improves Garner's position as a community that is a successful candidate for more fixed route transit services;

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

Section 1. That the Official Zoning Map of the Town of Garner and Extraterritorial Jurisdiction be amended by changing the zoning classification of the property described below from its present zoning to that requested by Swift Creek Apartments, LLC, in Zoning Map Amendment Application No. CZ-MP-22-04.

Section 2. That there is hereby created a new conditional zoning district, to be known as the Multifamily B (MF-B C261) Conditional District; all of the regulations that apply to property within the MF-B C261 district shall be applicable subject to the following conditions:

1. Permitted use table:

Use Category	Specific Use	MF-B C261
Residential Use**	Apartments	P
Civic and Institutional	Community Center	P
Recreational and Entertainment	Public Park	P

*** Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.*

2. Maximum residential density shall be limited to 14.5 dwelling units per acre.
3. Development shall conform to the approved master plan.
4. The development shall include the following amenities within the MF-B zoned area of the development:
 - A. Community club
 - 1) Restrooms for residents
 - 2) Cyber café
 - 3) Business center
 - 4) Club room
 - 5) Fitness center
 - 6) Minimum 1,350 square foot zero-entry swimming pool
 - B. Dog park with watering station and benches
 - C. 70' x 180' multi-purpose play lawn
 - D. Pocket Park
5. A minimum of six (6) pet waste stations, evenly located throughout the MF-B conditional zoning district, will be provided.
6. 12 electric vehicle (EV) charging stations will be provided in addition to the minimum required by the Town of Garner UDO.
7. Valet service for garbage and recycling collection will be provided by the property manager for all residents.

8. Hours of operation for trash collection by the waste collection service will be limited to the hours between 8:00 am and 5:00 pm.
9. 150 percent of required compactor landscape screening will be provided at all compactor locations.
10. All lawn areas shall utilize warm season grasses only.
11. A 6' asphalt trail will be provided around the stormwater device.
12. Multi-family apartments shall not use vinyl siding and shall have:
 - A. Cementitious siding that shall vary in type and color with brick, shakes, board and batten or stone accents provided as decorative features; and
 - B. Slab on grade foundations with masonry extending all the way to the ground with no visible exposed slab.
13. A 12" overhang on all pitched roofs on carriage units and apartment buildings shall be provided.
14. Windows that are not recessed shall be trimmed.
15. Minimum garage size for carriage units will be 12'x 24'.
16. Stormwater control facilities shall be designed to the 100-year storm, as measured in UDO Section 11.1.4.
17. Developer shall commit to a minimum fifty (50) tree save area replacement trees within and/or adjacent to vehicular use areas as prescribed in UDO Section 11.3.4.G.
18. Developer shall dedicate a transit easement measuring 15' x 20' along the property's Vandora Springs Road frontage. The location of the transit easement shall be determined and agreed to by the Town and developer during subdivision or site plan review. This condition shall be satisfied if a transit easement is dedicated on the CMX-zoned portion of the site.

Section 3. That there is hereby created a new conditional zoning district, to be known as the Commercial Mixed Use Conditional District (CMX C261); all of the regulations that apply to property within the CMX C261 district shall be applicable subject to the following conditions:

1. Permitted use table:

Use Category	Specific Use	CMX C261
Residential Use**	Apartments	P
	Upper story residential	P
Recreational and Entertainment	Bar, nightclub, tavern	P
Commercial, Office, Retail Use	Office	P
	Medical Office	P
	Restaurant, Sit Down	P

	Restaurant, Other	P
	Day Care Center	P
	Gym, Spa, or Pool	P
	Personal or Professional Services	P
	Bank or Financial institution	P
	Sales/retail (outdoor operations)	P
Industrial, Manufacturing, Warehouse, Waste Services and Transportation	Microbrewery/Micro distillery	P

*** Any form of group living protected by state or federal statute for use in single-family dwellings shall be permitted according to the specific use standards of the Garner Unified Development Ordinance.*

2. Development shall conform to the approved master plan.
3. The development shall include the following amenities:
 - A public lawn for community events, including temporary shade structures, outdoor dining areas with lighting and movable tables and chairs.
4. A minimum of two (2) pet waste stations, evenly located throughout the CMX conditional zoning district, will be provided.
5. Three (3) electric vehicle (EV) charging stations will be provided in addition to the minimum required by the Town of Garner UDO.
6. Valet service for garbage and recycling collection will be provided by the property manager for all residents.
7. Hours of operation for trash collection by the waste collection service will be limited to the hours between 8:00 am and 5:00 pm.
8. 150 percent of required compactor landscape screening will be provided at all compactor locations.
9. All lawn areas shall utilize warm season grasses only.
10. Multi-family apartments shall not use vinyl siding and shall have:
 - A. Cementitious siding that shall vary in type and color with brick, shakes, board and batten or stone accents provided as decorative features; and
 - B. Slab on grade foundations with masonry extending all the way to the ground with no visible exposed slab.
11. A 12" overhang on all pitched roofs on apartment buildings shall be provided.
12. Windows that are not recessed shall be trimmed.
13. Subject To NCDOT and Town of Garner approval, developer shall construct a right-in, right-out emergency vehicle driveway to access Fayetteville Road. This access shall not

be used for day-to-day vehicle travel by residents, guests or patrons. Final design of the emergency vehicle driveway, if approved, shall be resolved during site plan review.

14. Developer shall dedicate a transit easement measuring 15' x 20' along the property's Vandora Springs Road frontage. The location of the transit easement shall be determined and agreed to by the Town and developer during subdivision or site plan review. This condition shall be satisfied if a transit easement is dedicated on the MF-B-zoned portion of the site.
15. Stormwater control facilities shall be designed to the 100-year storm, as measured in UDO Section 11.1.4.

Section 4. The official Zoning Map of the Town of Garner is amended by changing the zoning classification of the property identified below and as shown on a map in application file:

Owner(s)	Tract No.	Existing Zoning	New Zoning
Swift Creek Apartments, LLC	0790655225, 0790559818, 0790559977	Commercial Mixed Use (CMX), Residential 4 (R4 C2-TND)	Commercial Mixed Use (CMX C261) Conditional and Multifamily B (MF-B C261) Conditional

Section 5. The Planning Department shall change the Official Zoning Map displayed for the public to reflect this change immediately following adoption of this ordinance. In addition, a copy of this ordinance shall be filed in the Planning Department.

Section 6. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 7. That the Town Clerk shall cause a duly certified copy of this ordinance to be recorded in the office of the Wake County Register of Deeds.

Section 8. This ordinance shall become effective upon adoption.

Duly adopted this 20th day of June.

Ken Marshburn, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: June 20, 2023		
Subject: FY2023-2024 Budget Adoption		
Location on Agenda: Old/New Business		
Department: Town Manager		
Contact: Sara Warren, Budget Manager		
Presenter: Sara Warren, Budget Manager		
Brief Summary: Operating budget ordinance, capital projects ordinance and fee schedule adopting the FY 2023-2024 budget and supporting documents. The Budget Ordinance has been prepared based on the direction the Council provided during the June 6, 2023 Council Meeting		
Recommended Motion and/or Requested Action: Adopt the presented Budget Ordinance (2023) 5209, Project Ordinance (2023) 5210 and FY23-24 Fee Schedule		
Detailed Notes: Council, the Budget Team and Town staff have worked together to revise the recommended budget to include an additional 1.99¢ increase over the recommended 5.5¢ presented by the Town Manager on May 2, 2023. Staff will present these changes, offer Council the opportunity to make comments, and recommend that Council adopt the budget. The Transparency Act (Session Law 2021-191) will require recusal of certain Town Council members from voting on some portions of the budget.		
Funding Source: na		
Cost:	One Time: <input type="radio"/>	Annual: <input type="radio"/> No Cost: <input checked="" type="radio"/>
Manager's Comments and Recommendations: 		
Attachments Yes: <input checked="" type="radio"/> No: <input type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SA	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Town Manager's Office

To: Mayor and Town Council

From: Rodney Dickerson, Town Manager

Date: June 16, 2023

Subject: Recommended Changes to FY24 Budget

During the budget process Council approved adding an additional 1.99 cents tax increase to the recommended 5.5 cents in order to better meet the Town's growing needs and compensation competitiveness goals. Council has agreed to use .05 cents for a mid-year pay adjustment for Town and GFR staffs and to upgrade the Flock software system used by the Police Department.

Town parks and recreational amenities are one of our greatest assets and therefore get a great deal of use by residents and visitors. This was especially the case during the pandemic when parks were one of the few outlets that remained in regular use to the public. We know that our parks have both recreational and health benefits so it is incumbent on us to keep them in safe functional and great aesthetic condition. Staff and park patrons are aware of the ongoing need for repair and maintenance of park amenities which has become a funding priority in the FY24 budget. **Staff recommends that 1.0 cents be dedicated to the Town's PFRM (Public Facilities Repair & Maintenance) fund to begin to address these needs.** These funds will be used for small capital projects and maintenance.

Public Facility Repair & Maintenance Program							
Expenditures	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PFRM	\$ -	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 4,050,000
Penny for Parks & Facilities		573,094	630,403	655,620	681,844	709,118	\$ 3,250,079
Total	\$ -	\$ 1,383,094	\$ 1,440,403	\$ 1,465,620	\$ 1,491,844	\$ 1,519,118	\$ 7,300,079

Revenues	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	\$ -	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 4,050,000
Penny for Parks & Facilities	-	573,094	630,403	655,620	681,844	709,118	3,250,079
Total	\$ -	\$ 1,383,094	\$ 1,440,403	\$ 1,465,620	\$ 1,491,844	\$ 1,519,118	\$ 7,300,079

For illustrative purposes only, the use of \$410,000 from the Revenue Savings Plan is still included as a revenue source for PFRM in FY25 and beyond. Staff recognizes Council's desire to revisit the Revenue Savings Plan policy to modify specific elements that could amend the use of this funding in the future.

Public safety is also an important public service for the safety and health of our residents. The Town of Garner’s nationally accredited Police Department is in need of personnel and technology to proactively connect with the community as well as respond to calls for service. The recommended FY24 budget includes an additional four officers, but there will be demand for more as well as civilian positions to assist as victim advocates. Working with the Police Department we will assess this need on an annual basis. The use of technology is an integral part of modern policing techniques and standards. Cameras are a critical asset for officer safety and accountability. The Town will have a recurring expense for the replacement and upgrade of body worn cameras and in car cameras. **Staff recommends that .49 cents be appropriated to police technology.** Using the .49 cents will likely free up capacity in future budgets to fund police positions as the Town grows geographically in all directions.

Expenditures	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Technology	\$ -	\$ 190,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 990,000
Public Safety Technology	-	-	18,082	30,708	43,288	42,111	134,189
Police Body & In-Car Cameras	-	290,816	290,816	290,816	290,816	305,357	1,468,621
Total	\$ -	\$ 480,816	\$ 508,898	\$ 521,524	\$ 534,104	\$ 547,468	\$ 2,592,810

Revenues	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
0.49¢ for Public Safety Technology		280,816	308,898	321,524	334,104	347,468	1,592,810
Total	\$ -	\$ 480,816	\$ 508,898	\$ 521,524	\$ 534,104	\$ 547,468	\$ 2,592,810

I have attached the proposed CIP project pages which will amend pages 237 and 238 of the Recommended Budget Book for PFRM and technology.

Allocating the additional 1.49 in this manner will enhance the quality of life as we plan for the future of parks, people, and progress in the Town of Garner as well as build capacity for the future. During Council’s deliberations on the FY24 budget, Council has indicated support for further assessment and potential adjustments to the Revenue Savings Plan (RSP) formula and policy. Staff will work with Davenport Public Finance, the Town’s Financial Advisory, on potential adjustment scenarios for Council to consider in FY24.

Public Facility Repair & Maintenance Program



Project Location	Various
Type of Project	Asset Management
Current Project Stage	On-going
Project Lead	Public Works

Project Description

This program identifies projects that are required to maintain existing Town assets. On an annual basis, Town staff meet to review upcoming capital renewal requirements as part of the Public Facility Repair & Maintenance (PFRM) team. As part of this process staff ranks all capital renewal requirements based on a variety of factors. Staff’s recommendations are then incorporated into the CIP with the rankings determining individual projects priority level.

As part of the FY24 Adopted Budget, Council approved an additional 1.0 cents dedicated to public facility repairs and maintenance on an annual basis to meet the demands for improvements at Town parks and facilities.

Purpose of Project

All infrastructure within the Town has a useful lifecycle and any extension of this lifecycle will likely have a negative impact on the Town’s operating budget. As infrastructure ages, the likelihood of a catastrophic failure rises which results in significantly more expensive repairs. In addition, a significant number of the items included in this category have a direct impact on resident’s ability to enjoy the services provided by the Town.

Project Funding Overview

Total Project Cost		Prior Year Expenditures			Future Year Costs		
\$7,300,079		\$0			\$7,300,079		
Expenditures	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PFRM	\$ -	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 4,050,000
Penny for Parks & Facilities		573,094	630,403	655,620	681,844	709,118	\$ 3,250,079
Total	\$ -	\$ 1,383,094	\$ 1,440,403	\$ 1,465,620	\$ 1,491,844	\$ 1,519,118	\$ 7,300,079

Revenues	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	\$ -	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000	\$ 4,050,000
Penny for Parks & Facilities	-	573,094	630,403	655,620	681,844	709,118	3,250,079
Total	\$ -	\$ 1,383,094	\$ 1,440,403	\$ 1,465,620	\$ 1,491,844	\$ 1,519,118	\$ 7,300,079

Technology Investments



Project Location	Not Applicable
Type of Project	Asset Management
Current Project Stage	On-going
Project Lead	Information Technology

Project Description

Technology investments include adding and/or replacing hardware, software, and systems infrastructure required to run the town and providing services to citizens. These are the costs associated with maintaining technology infrastructure as the Town's staffing levels increase, as well as new expenses incurred to modernize technology and manual processes for better efficiency.

As part of the FY24 Adopted Budget, Council approved an additional 0.49 cents for the purposes of Public Safety Technology which will be used to fund an upgrade to the Axon body camera, in-car cameras, and interview room cameras for Garner Police Department.

Purpose of Project

This program combines technology asset replacement with planning for future technology improvement initiatives. The shift to annual software subscriptions and cloud services and away from large one-time investments in physical infrastructure or ongoing licenses allows the Town to plan for more sustainable technology costs over time. This program provides additional funding to ensure that the Town can continue to modernize its technology when the need or opportunity arises.

Project Funding Overview

Total Project Cost		Prior Year Expenditures			Future Year Costs		
\$2,592,810		\$0			\$2,592,810		
Expenditures	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Technology	\$ -	\$ 190,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 990,000
Public Safety Technology	-	-	18,082	30,708	43,288	42,111	134,189
Police Body & In-Car Cameras	-	290,816	290,816	290,816	290,816	305,357	1,468,621
Total	\$ -	\$ 480,816	\$ 508,898	\$ 521,524	\$ 534,104	\$ 547,468	\$ 2,592,810
Revenues	Prior FYs	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
General Fund	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
0.49¢ for Public Safety Technology	-	280,816	308,898	321,524	334,104	347,468	1,592,810
Total	\$ -	\$ 480,816	\$ 508,898	\$ 521,524	\$ 534,104	\$ 547,468	\$ 2,592,810

ORDINANCE NO. (2023) 5209

AN ORDINANCE TO APPROPRIATE FUNDS AND TO RAISE REVENUES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Garner, North Carolina, in accordance with NC General Statutes 159-13, that the following anticipated fund revenues and departmental expenditures are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Section 1. GENERAL FUND

REVENUES

Ad Valorem Taxes	\$35,728,397
Sales Tax and Other Taxes	10,029,941
Intergovernmental Revenue	3,396,215
Permits and Fees	3,690,283
Fees for Service	671,051
Investment Earnings	400,000
Other Revenue	214,775
Other Funding Sources	6,741,539
TOTAL	\$60,872,201

B. ANTICIPATED EXPENDITURES

Town Council	\$543,892
Legal Services	373,293
Town Manager	926,675
Town Clerk	225,991
Budget & Management Services	270,692
Human Resources	717,914
Communications	337,716
Safety	10,539
Finance	1,268,703
Economic Development	476,292
Planning	1,302,464
Inspections	1,890,091
Engineering	1,426,963
Information Technology	1,337,428
Police	11,667,263
Garner Fire Rescue	6,953,381
Public Works	13,290,453
Parks, Recreation, and Cultural Resources	3,383,030
Debt Service	5,939,342
Transfers	6,469,834
Special Appropriations	2,060,245
TOTAL	\$60,872,201

Section 2. LEVY OF TAXES

There is hereby levied, for the fiscal year beginning July 1, 2023 and ending June 30, 2024 Ad Valorem Tax Rate of \$0.627 per one hundred dollars (\$100) valuation of taxable property, as listed for taxes as of January 1, 2023, for the purpose of raising funds for the General Services under Current Year's Tax, as set forth in the forgoing estimates of revenues in order to finance the foregoing applicable appropriations. This rate of tax is based on an estimated assessed valuation of \$5,730,943,670 and an estimated rate of collection of 99.0 percent. Under authority of NC General Statute 20-97, an annual license tax of \$30.00 is levied on each vehicle in the Town of Garner.

Section 3. AUTHORIZATIONS & RESTRICTIONS OF THE BUDGET OFFICER

The Budget Officer is hereby authorized to transfer amounts between line items within a department without limitation, provided that transfers do not exceed expenditure authority and that transfers to or from the personnel services category of expense from another category of expense shall be approved by the Town Manager.

Transfers between departments, and revisions of the revenue or expenditure totals, or utilization of any fund balance not already authorized in this ordinance shall require

Council approval by budget ordinance.

Funds from capital project budgets to be closed shall be transferred into the General Fund unless otherwise specified by Town Council or the funds are restricted in their use by an external source.

Section 4. PURCHASE ORDERS.

All purchase orders will be pre-audited in accordance with the Local Government Budget and Fiscal Control Act and issued on all purchases over \$1,000.00.

Section 5. MICRO-PURCHASE THRESHOLDS

In accordance with 2 C.F.R. § 200.320(a)(l)(iv)(C), and the applicable provisions of North Carolina law, the Town hereby self-certifies the following micro-purchase thresholds for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

- a. \$30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and
- b. \$30,000, for the purchase of "construction or repair work"; and
- c. \$30,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- d. \$50,000, for the purchase of services subject to the qualification-based selection process in the Mini-Brooks Act (Article 3D of Chapter 143), but only where the unit of local government exercises, in writing, an exemption to the Mini-Brooks Act for a particular project pursuant to G.S. 143-64.32. Where the unit does not exercise an exemption to the Mini-Brooks Act; the micro-purchase threshold shall be \$0.00.

Section 6. PAY AND CLASSIFICATION PLAN

The sums appropriated and set forth in the detailed schedule of personnel services shall be paid in accordance with the Pay Plan and Position Classification Plan adopted by Town Council. All positions, position titles, incorporated herein for personnel are authorized and approved. The Town Manager will notify all employees of changes in salary as proposed in the Pay Plan and Position Classification Plan. Additionally, the Town Manager is authorized to change positions, position titles, classifications and reclassifications, and reassignments for personnel for all positions authorized in the budget, but no new positions that are not captured within the budget or within the Position Classification Plan shall be added without the approval of the Town Council.

Section 7. POSITION AUTHORIZATION

The Town hereby authorizes 230.0 full-time equivalents for the fiscal year beginning July 1, 2023 and ending June 30, 2024. Changes to full-time equivalents authorizes in this ordinance must be approved by Town Council.

Section 8. UTILIZATION OF BUDGET ORDINANCE

This ordinance shall be the basis of the financial plan for the Town of Garner beginning July 1, 2023 and ending June 30, 2024. The Budget Officer shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Department shall establish and maintain all records which are in consonance with this ordinance, and the appropriate statutes of the State of North Carolina. 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 the 20th day of June 2023.

Mayor Ken Marshburn

ATTEST: _____
Stella L. Gibson, Town Clerk

SECTION 1 - Executive, Finance and Administrative Fees

Miscellaneous	Flat Fee	Per Unit Fee
Return Check Fee	\$25	

Other Fees & Charges	Flat Fee	Per Unit Fee
Vehicle Fee <i>(annual fee charged with vehicle taxes billed by NC Division of Motor Vehicles)</i>	\$30	

Business Registration Fees	Flat Fee	Per Unit Fee
All In-town Business <i>(annual registration fee)</i>	\$25	
Itinerant Merchant <i>(mobile vendor or solicitor)</i>	\$100	
Peddler		
On Foot	\$10	
With Vehicle	\$25	
Farm Products Only	\$25	
Precious Metal Dealer		
Initial Application	\$180	
Renewal	\$3	

Taxicab Service Fees*	Flat Fee	Per Unit Fee
Taxicab Company		
Initial Application <i>(for new companies)</i>	\$15 +	\$15 / cab
Registration Renewal <i>(annual)</i>		\$15 / cab
Taxicab License <i>(required for each driver)</i>		
Initial Application	\$10	
License Renewal <i>(annual)</i>	\$5	

*Refer to Section 6 – Public Safety Charges for taxicab inspection fee.

Fees Regulated by the State of NC for the Sale of Beer and Wine	Flat Fee	Per Unit Fee
Beer on Premises	\$15	
Beer off Premises	\$5	
Wine on Premises	\$15	
Wine off Premises	\$10	
Wholesale Dealer - Beer Only	\$37.50	
Wholesale Dealer - Wine Only	\$37.50	
Wholesale - Beer and Wine Under Same License	\$62.50	

Penalty Fee

The fee or penalty to be paid to the Town for any one violation of an ordinance as above set out is hereby fixed as noted.

Offenses denominated a misdemeanor pursuant to NCGS 14-4 shall be punishable as infractions; offenses not denominated as misdemeanors under the State's penal laws are not punishable as misdemeanors under administering ordinances within the Town.

SECTION 2 - Development Services Fees

Development Review Fees	Flat Fee	+	Per Unit Fee
Major Subdivision, Preliminary Plat	\$600		\$10 / lot
Major Subdivision, Preliminary Plat Modification Admin.	\$150		\$5 / lot
Site Plan Residential	\$750		\$10 / unit
Site Plan Non-Residential	\$750		\$10 / acre
Site Plan Modification – Admin. (Residential)	\$150		\$5 / unit
Site Plan Modification – Admin. (Non Residential)	\$150		\$5 / acre
Planned Development <i>(must file a Conditional Re-zoning application)</i>	\$750		\$10 / acre
Special Use Permit <i>(must also file a site plan, major subdivision or building reuse zoning compliance application)</i>	\$500		
Temporary Use Permit	\$25		
Plan Review Re-Submittal <i>(4th or more – each re-submittal)</i>			50% of Original Fee
Planning Site Inspection Fees	Flat Fee	+	Per Unit Fee
Site Inspection – Single Family or Townhome Lot	\$50		
Site Inspection – Other <i>(flat fee includes 1st acre)</i>	\$75		\$5 / add'l acre
Site Reinspection			50% of Original Fee
Final Plat Petition Fees	Flat Fee	+	Per Unit Fee
Exemption, Recombination or Easement Plat	\$100		
Final Plat - Major	\$300		\$5 / lot
Final Plat - Minor	\$200		
Zoning Compliance Permit Fees	Flat Fee	+	Per Unit Fee
Accessory Structure	\$50		
Building Reuse-General <i>(all other required zoning compliance)</i>	\$150		
Fence	\$35		
Home Occupation	\$35		
Sign Fees	Flat Fee	+	Per Unit Fee
Sign Permit (per sign)	\$75		
Temporary Sign Permit (per sign)	\$35		
Temporary Off-Premise Subdivision Sign Permit	\$100		
Temporary On-Premise Construction Identification Signs	\$100		
Other Fees	Flat Fee	+	Per Unit Fee
Annexation Petition – Voluntary	\$200		
Re-zoning, General or Conditional Map Amendment	\$500		\$10 / acre
Zoning Verification Letter	\$150		
Administrative Zoning Interpretation	\$150		
Board of Adjustment Application <i>(Variance, Special Exception, Administrative Appeal)</i>	\$500		
UDO Text Amendment	\$500		
Petition to Close Street	\$450		
Comprehensive Growth Plan Amendment	\$500		
Engineering Fees	Flat Fee	+	Per Unit Fee
Initial Construction Drawing Fee (Includes 2 reviews and 1 signature submittal)	\$500		\$10 / lot
Subsequent Construction Drawing Fee <i>(per each additional review)</i>	\$300		
Street Inspections			\$1.50 / linear ft
Sidewalk/Greenway Inspections			\$0.75 / linear ft
Curb and Gutter Inspections			\$0.75 / linear ft
Curb Cut Inspections	\$75		\$50.00 / re-inspection
Driveway Permit	\$75		
Major Right of Way Encroachment	\$150		

SECTION 2 - Development Services Fees

Engineering Fees	Flat Fee	+	Per Unit Fee
Minor Right of Way Encroachment	\$75		
Stormwater Control Measure (SCM) Inspection			\$200 / SCM
Weekend or After-Hours Inspections (3 hour minimum)			\$80 / hour
Bond Administration (Surety Bond/Letter of Credit)			\$300 / bond
Bond Reduction/Amendment/Renewal			\$100 / change
Record Drawing Review for Stormwater & SCMs (1 st and 2 nd Review)	\$150		
Record Drawing Review for Stormwater & SCMs (3 rd , 5 th , 7 th Review)	\$75		
Fee in Lieu of Construction*	Based on sealed engineer's estimate		

* Actual cost is market-based, pending approval of estimate by Engineering staff. Fees are due at plat recording.

Fee in Lieu of Parkland Dedication	Flat Fee	+	Per Unit Fee
Single Family Detached			\$2,375 / unit
Single Family Attached			\$1,715 / unit
Multi-Family (townhomes, apartments)			\$1,762 / unit

* Fees are due at building permit submittal.

Building Plan Review Fees	Flat Fee	+	Per Unit Fee
Residential Single – Family Plans	No Charge		
Commercial Plans			
Under 25,000 sq. ft.	\$100		
25,001 – 50,000 sq. ft.	\$150		
50,001 – 100,000 sq. ft.	\$200		
Over 100,000 sq. ft.	\$250		
Single Trade Renovations	\$50		

Fire Protection Systems & Alternate Systems	Flat Fee	+	Per Unit Fee
Sprinkler Systems	\$25		\$1 / head count
Fire Pumps	\$50		
Fire Alarm Systems	\$50		
All other Fire Protection Systems	\$50		
Express Fire Plan Review Additional (48-Hours)	\$250		

Residential Construction Fees	Flat Fee	+	Per Unit Fee
New Single Family Detached & Townhomes (per unit; includes all trades)			
Up to 1,200 sq. ft.	\$604		
Over 1,200 sq. ft. (per unit fee applies for sq. ft. over 1,200 sq. ft.)	\$604		\$0.25 / sq. ft.
Residential Addition (includes all trades)			
Up to 400 sq. ft.	\$330		
401 – 600 sq. ft.	\$500		
Over 600 sq. ft. (per unit fee applies for sq. ft. over 600 sq. ft.)	\$500		\$0.25 / sq. ft.
Residential Interior Renovations			\$80 / trade
Manufactured Home (includes all trades)	\$330		
Construction/Sales Office	\$200		
Modular Homes/Dwellings (includes all trades)	\$500		
Residential Accessory Structures (with dimensions greater than 12' on any side)	Trade Inspection Fees		\$0.18 / sq. ft.
Temporary Service Poles	\$80		
Temporary Power (flat fee includes 1 st meter)	\$80		\$40 / add'l meter

Commercial and Multi-Family Construction Fees - 3 or More Units*	Flat Fee	+	Per Unit Fee
Up to \$5,000	\$100		
\$5,001 - \$12,500	\$200		

SECTION 2 - Development Services Fees

Commercial and Multi-Family Construction Fees - 3 or More Units*	Flat Fee	+	Per Unit Fee
\$12,501 - \$25,000	\$441		
\$25,001 - \$50,000	\$678		
\$50,001 - \$100,000	\$1,258		
\$100,001 - \$200,000	\$2,252		
\$200,001 - \$350,000	\$3,810		
\$350,001 - \$500,000	\$5,037		
\$500,001 - \$750,000	\$7,011		
\$750,001 - \$1,000,000	\$8,766		
Greater than \$1,000,000 (<i>per unit fee applies per \$100 of value or any fraction thereof</i>)	\$8,766		\$0.30 / \$100 value

* Each trade is independent and based on cost of that trade: building (includes site work), plumbing, electrical, fire, mechanical, any sub-system requiring an inspection.

Miscellaneous Construction Fees	Flat Fee	+	Per Unit Fee
Monument/Pole Sign Permits with Electrical or Footings Required	\$100		
Wall Sign Permits with Electrical (<i>\$80 minimum</i>)			\$50 / sign
Demolition Permit (<i>when not part of construction</i>)	\$200		
Change of Occupancy or Tenant, Same Use (<i>plus trade permits</i>)	\$100		
Mandatory Operational Fire Permits	\$100		
Foster Home License Inspections	\$50		
Fire Flow Test Witness (<i>if not third-party certified</i>)	\$100		
ABC License	\$100		

Miscellaneous Construction Fees	Flat Fee	+	Per Unit Fee
Change of Contractor on Permit	\$50		
Administrative Fee on Cancelled Permits without an Inspection	\$25		

Trade Inspections (Includes two trips)	Flat Fee	+	Per Unit Fee
Building - Residential	\$100		
Electrical - Residential	\$100		
Fire - Residential	\$100		
Mechanical - Residential	\$100		
Plumbing - Residential	\$100		
Re-inspection Fees			
First & Second Re-inspection	\$100		
Third Re-inspection (same trade)	\$150		
Fourth Re-inspection and Each Subsequent (same trade)			\$250 / re-inspection
Not Ready Charge	\$100		

Fire Inspection Periodic Maintenance Inspections (includes initial and one re-inspection)	Flat Fee	+	Per Unit Fee
0 – 2,499 sq. ft.	\$50		
2,500 – 14,999 sq. ft.	\$100		
15,000 – 49,999 sq. ft.	\$150		
50,000 – 149,999 sq. ft.	\$200		
Over 150,000 sq. ft.	\$250		

Life Safety Fine (per G.S. 143-139 (b1) remedies)	Flat Fee	+	Per Unit Fee
1st Offense	\$100		
2nd Offense	\$250		
3rd Offense	\$500		
Weekend or After-Hours Inspection (up to 3 hours)	\$300		
Weekend of After Hours Inspection (over three hours)	\$300		\$100 / add'l hour
Emergency Inspections	Fee to be determined by Inspections Director		

SECTION 2 - Development Services Fees

Life Safety Fine (per G.S. 143-139 (b1) remedies)	Flat Fee	+	Per Unit Fee
Commencement of Work Before Permit is Obtained	Double Fee		

Note: Per NCGS 153-354 and 160A-414, if the valuation of a building or service system appears to be under estimated on the application, the Inspections Department shall determine the project cost based on the most recent edition of the ICC "Building Valuation Data," or the applicant can show detailed estimates to meet the approval of the Inspections Department. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment, fire protection, other systems, material, and labor.

Miscellaneous	Flat Fee	+	Per Unit Fee
Sign Return Fee			\$5 / permit
Homeowner Recovery Fund Fee*			\$10 / permit

** Homeowner Recovery Fund Fees are collected on behalf of and remitted to the NC Licensing Board for General Contractors.*

Nuisance Abatements*	Flat Fee	+	Per Unit Fee
Initial Inspection plus One Follow-up	\$50		
Each Additional Inspection Over Two	\$25		
Administrative Fee	\$100		

** The above fees will be charged to the property owner in addition to the actual cost of the nuisance abatement.*

Public Utility Fees* - City of Raleigh

As of July 1, 2018, this schedule will no longer list City of Raleigh Utility Connection Fees. Though this schedule no longer displays City of Raleigh Utility Connection Fees, these fees will still be collected by the Town of Garner on behalf of the City of Raleigh. An estimate of potential fees can be requested through the Town of Garner consisting of Meter Fees, Tap Fees and Capital Facility Fees. Payment for these fees will be required as a stand-alone transaction separate from any Town fees.

A list of public utility rates and fees can be found on the City of Raleigh's website at:

<http://www.raleighnc.gov/services/content/FinUtilityBilling/Articles/UtilityBillingDepositFees.html>.

Current City of Raleigh Utility Connection fees can be found at:

<http://www.raleighnc.gov/content/extra/Books/PlanDev/DevelopmentFeeSchedule/28/>.

**Capacity Replacement Fees have been suspended except as set forth in Ordinance No. (2017) 3884. Effective 09/19/17.*

Hard Copies of Town Regulations, Plans, Reports, & Maps	Flat Fee	+	Per Unit Fee
Unified Development Ordinance	Hard copy can be purchased from American Legal Purchasing		
Code of Ordinances Supplement			
Engineering Standards (water, sewer, streets, sidewalks, & drainage)	\$5		
Comprehensive Growth Plan	\$40		
Comprehensive Plan Roster	\$10		
Growth and Development Report	\$10		
Capital Improvements Plan	\$10		
Monthly Building Permit Report	\$5		
Standard Maps (3' x 4')	\$20		
Standard Maps (2' x 3')	\$10		
Standard Maps (11" x 17")	\$5		
Standard Maps 8 1/2" x 11" or 8 1/2" x 14")	\$1		
Electronic Media	\$2		
Copies – Black/White (more than 20 pages)			\$0.10 / page
Copies – Color (more than 20 pages)			\$0.25 / page
Copies – Black/White or Color (less than 20 pages)	No Charge		

SECTION 3 - Public Works Fees

Containers*	Flat Fee	+	Per Unit Fee
Mobile Refuse Containers	\$85		
Mobile Recycling Containers	\$85		
<i>* Containers remain property of the Town and are provided and assigned for the health, safety, convenience and general welfare of occupants. Containers that are damaged, destroyed or stolen through abuse neglect, or improper use shall be replaced by the Town at the expense of the owner or occupant. For more information, please refer to Town of Garner Code of Ordinances, Part 1, Chapter 5, Section 5.5 "Residential Garbage Collection."</i>			
Special Collection Charges*	Flat Fee	+	Per Unit Fee
Trash in Excess of Six Cubic Yards Per Week			\$40.45 / 6 cubic yards
Yard Waste in Excess of Six Cubic Yards Per Week			\$17.34 / 6 cubic yards
Bulky Waste in Excess of 60 Pounds			\$40.45 / item
<i>* For more information, please refer to Town of Garner Code of Ordinances, Part 1, Chapter 5, Section 5.6.1 "Special Collections."</i>			
Improperly Prepared Waste*	Flat Fee	+	Per Unit Fee
Small Load	\$50		
Medium Load	\$100		
Large Load			\$200 / load
<i>* For more information, please refer to Town of Garner Code of Ordinances, Part 1, Chapter 5, Section 5.5 "Residential Garbage Collection."</i>			

SECTION 4 - Parks, Recreation & Cultural Resources Fees

Activity Fees	Fee reductions offered for underprivileged youth	
	Resident	Non-Resident
Variable Cost Activities*		
Adult Open Leagues (all sports)	\$475 / team + \$25 / non-resident	
Adult Individual	\$70 / league	\$98 / league
Youth Athletic Leagues (10 and under)	\$55 / league	\$77 / league
Youth Athletic Leagues (11-17)	\$55 / league	\$77 / league
Day Camps		
Grades K-5	\$85 / week	\$119 / week
Grades 6-8	\$100 / week	\$140 / week

* Variable Cost Activities where costs increase or decrease due to participation levels shall be reviewed by the Town Council on a biannual basis. This review shall consist of a comparison of current Town fees with current market rates and review of the Town's anticipated expenses for the activities.

Activities with Fixed Costs*	Resident	Non-Resident
Adult Activities	Fee to recover 100% of direct costs	Resident fee + 40% No maximum
Youth Activities, K-12	Fee to recover 60% of direct costs	
Pre-K Activities	Fee to recover 75% of direct costs	
Family Activities	Fee to recover 100% of direct costs	

* Activities whose costs to the Town are fixed regardless of participation levels shall have fees set to recover a percentage of the direct costs to the Town as noted above. Direct costs may be waived at the discretion of the Parks, Recreation & Cultural Resources director for first-time programs.

Garner Senior Center Activities	Resident	Non-Resident
Annual Fitness Pass	\$25 / pass	\$40 / pass
Instructional Classes (\$5 minimum)	Fee to recover 100% of direct costs	Resident fee + 40% No maximum
Special Events (\$5 minimum)	Fee to recover 100% of direct costs	
Trips (No minimum)	Fee to recover 100% of direct costs	

Garner Recreation Center Annual Membership Fees	Resident	Non-Resident
Youth (17 & under)	Free	\$30 / year
Adult (18 & up)	\$30 / year	\$60 / year
Military Retired & Active	Free	Free
Visitor Pass	\$5 / visit	\$10 / visit
Replacement Card	\$5 each	\$5 each
Active Town of Garner Full Time Staff	Free	Free

Senior Center Fitness Room	Resident	Non-Resident
Adults	\$11 / month	\$15 / month

Shelter, Parkland & Facility Rental Fees

Where noted, minimum hourly rentals and refundable security deposits are required in addition to listed rental fees.

Lake Benson Park	No Deposit	Resident	Non-Resident
Shelter 1 (max 150 people)	3hr minimum	\$30 / hour	\$50 / hour
Shelter 2 (max 50 people)	3hr minimum	\$20 / hour	\$30 / hour
Shelter 3 (max 20 people)	3hr minimum	\$10 / hour	\$15 / hour
Shelter 4 (max 20 people)	3hr minimum	\$10 / hour	\$15 / hour
Gazebo with Lawn Space*	3hr minimum	\$35 / hour	\$53 / hour
Amphitheater*	3hr minimum	\$40 / hour	\$60 / hour
Earth Stage with Lawn Space*	3hr minimum	\$100 / hour	\$150 / hour
Full Park (hourly minimum for non-resident rentals only) *	3hr minimum	\$325 / hour	\$488 / hour
Camping Fee (deposit required for key)	\$25 deposit	\$50 / night	\$75 / night
Lawn Space in Addition to Shelters*			
Shelter 1	3hr minimum	\$40 / hour	\$60 / hour
Shelter 2	3hr minimum	\$40 / hour	\$60 / hour
Shelter 4	3hr minimum	\$40 / hour	\$60 / hour

*Lake Benson Park shelters may require Special Event Application - check with PRCR staff. All other designated rentals require a Special Event Application.

White Deer Park	No Deposit	Resident	Non-Resident
All Shelters (max 50 people)	3hr minimum	\$20 / hour	\$30 / hour
Front Lawn (adjacent to Aversboro Rd.) *		\$40 / hour	\$60 / hour
Meadow Lawn*		\$40 / hour	\$60 / hour
Nature Center Lawn*		\$40 / hour	\$60 / hour

*White Deer Park shelters may require Special Event Application - check with PRCR staff. All other designated rentals require a Special Event Application.

SECTION 4 - Parks, Recreation & Cultural Resources Fees

White Deer Park	No Deposit	Resident	Non-Resident
Memorial Bench		10% above Town cost	
White Deer Nature Center	\$150 Deposit	Resident	Non-Resident
Indoor Classroom with Learning Deck	3hr minimum	\$70 / hour	\$105 / hour
After Hours-Indoor Classroom with Learning Deck*	3hr minimum	\$80 / hour	\$120 / hour
<i>*The above applies for access Monday - Friday, after 5:00PM and all day on weekends</i>			
Other Park Shelters	No Deposit	Resident	Non-Resident
Centennial Park (max 64 people)	3hr minimum	\$20 / hour	\$30 / hour
Creech Road Elementary School Park (max 50 people)	3hr minimum	\$20 / hour	\$30 / hour
Garner Recreational Park (max 75 people)	3hr minimum	\$25 / hour	\$38 / hour
<i>*Garner Rec Park shelter may require Special Event Application - check with PRCR staff.</i>			
Garner Senior Center - Weekend Rentals*	\$150 Deposit	Resident	Non-Resident
Multipurpose & Dining Room (combined max 150 people)	3hr minimum	\$70 / hour	\$105 / hour
Gym (max 214 people)	3hr minimum	\$75 / hour	\$113 / hour
Food Fee (includes use of Kitchen)		\$50 / event	\$50 / event
<i>* The above applies for access Friday, 5:00PM – 11:00PM, and Saturday – Sunday, 7:00AM – 11:00PM</i>			
Garner Senior Center - Weeknight Rentals*	\$50 Deposit	Resident	Non-Resident
Multipurpose Room		\$30 / hour	\$45 / hour
Dining Room		\$40 / hour	\$60 / hour
Game Room		\$20 / hour	\$30 / hour
Additional Staff (as needed)		\$17 / hour	\$17 / hour
<i>* The above applies for access Monday – Thursday, 5:00PM – 8:00PM</i>			
Avery Street Recreation Campus	\$150 Deposit	Resident	Non-Resident
Avery Street Recreation Center			
Gymnasium	2hr minimum	\$70 / hour	\$105 / hour
Gym Floor Cover Fee		\$200 / event	\$200 / event
Single Multi-Purpose Room	2hr minimum	\$40 / hour	\$60 / hour
Both Multi-Purpose Rooms	2hr minimum	\$60 / hour	\$90 / hour
Meeting Room	2hr minimum	\$30 / hour	\$45 / hour
Entire Facility	2hr minimum	\$150 / hour	\$225 / hour
Avery Street Annex Classroom	2hr minimum	\$40 / hour	\$60 / hour
Avery Street Park /GPAC Back Lawn	2hr minimum	\$60 / hour	\$90 / hour
Garner Recreation Center - Non-Tournament Rentals	\$150 Deposit	Resident	Non-Resident
Multipurpose Room	3hr minimum	\$70 / hour	\$105 / hour
Multipurpose Room After Hours (outside of regular operating hours)	3hr minimum	\$80 / hour	\$120 / hour
Fitness Room (add-on to MP rental only)	3hr minimum	\$30 / hour	\$30 / hour
Single Gym (athletic use only)	2hr minimum	\$80 / hour	\$120 / hour
Single Gym After Hours (outside of regular operating hours)	3hr minimum	\$90 / hour	\$135 / hour
Scoreboard (includes operator)		\$17 / hour	\$17 / hour
Warming Kitchen (add-on to MP rental only)	Add-on only	\$25 / rental	\$25 / rental
Garner Recreation Center - Tournament Rentals	\$2,125 Refundable Deposit		
Tournament Package		\$8,500 per tournament	
Athletic Rental Facility*	\$150 Deposit	Resident	Non-Resident
Baseball Field		\$30 / hour	\$45 / hour
Baseball Field with Lights		\$55 / hour	\$83 / hour
Soccer Field (Youth)		\$35 / hour	\$53 / hour
Soccer Field (Adult)		\$45 / hour	\$68 / hour
Soccer Field with Lights (Youth)		\$70 / hour	\$105 / hour
Soccer Field with Lights (Adult)		\$80 / hour	\$120 / hour
<i>* Facility supervision is included in the rental price.</i>			
Thompson Road Park	No Deposit	Resident	Non-Resident
Multipurpose Field		\$30 / hour	\$45 / hour
Lake Benson Boathouse Rentals	No Deposit	Resident	Non-Resident
Jon-boats without Motors		\$5 / hour	\$8 / hour
Jon-boats with Motors (hourly)		\$10 / hour	\$15 / hour
Jon-boats with Motors (daily)*		\$40 / day*	\$60 / day*
<i>* Age 55 or over will be charged 50% for daily rentals only.</i>			
Canoes		\$5 / hour	\$8 / hour
Kayaks		\$5 / hour	\$8 / hour

SECTION 4 - Parks, Recreation & Cultural Resources Fees

Garner Performing Arts Center Auditorium and Lobby	Deposit of \$200/day	Regular Rate	Non-Profit Group Rate*
Auditorium		\$125 / hour	\$100 / hour
Rehearsal Fees (Monday-Thursday)		\$55 / hour	\$50 / hour
Rehearsal Fees (Friday-Sunday)		\$125 / hour	\$100 / hour
Back Lobby (max 30 people)		\$40 / hour	\$40 / hour
Front Lobby (max 60 people)		\$50 / hour	\$50 / hour
Auditorium Hold Day with Dressing Rooms (Monday-Thursday)		\$140 / day	\$90 / day
Auditorium Hold Day with Dressing Rooms (Friday-Sunday)		\$300 / day	\$240 / day
Miscellaneous Fees (<i>Applies to all groups</i>)			
Sound and Lighting Technician		\$20 / hour	\$20 / hour
Facility Attendant		\$17 / hour	\$17 / hour
Security		Based on personnel cost	
Piano Tuning		Based on personnel cost	
Pre-event Setup and Post-Event Cleanup		Based on personnel cost	
Concession Stand		\$50 / day	\$50 / day

** Non-profit groups are defined as follows: all IRS tax exempt and non-profit groups, or non-tax-exempt group activities such as private parties, family activities, family reunions, weddings and receptions, etc., for which no money is collected for participation.*

Lake Benson Trails*	No Deposit	Resident	Non-Resident
Meets with Two to Five Teams	2hr minimum	\$11 / hour	\$11 / hour
Meets with 6 or More Teams	2hr minimum	\$21 / hour	\$21 / hour

** The above fees would be assessed in addition to reimbursement of any additional Town expenses arising from the event above normal operations.*

Special Events & Facility Rentals Policy Fees*

**Special Event Application required with these rentals.*

	Resident	Non-Resident
Mobile Stage (requires Mobile Stage Rental Application)		
Application Fee (<i>non-refundable</i>)		\$25 fee
Deposit (<i>non-refundable, due upon application approval</i>)		\$500 deposit
One-day Rental (<i>includes staff assistance needed for stage operation</i>)		\$2,500 one-day rental
Event Security*	Cost dependent on event/rental details.	

**Event security may be required for certain events or rentals. Visit <https://extradutysolutions.com/app/garner-extra-duty-detail-application> for booking and rate information.*

Staff Assistance	3hr minimum	\$17 / hour	\$17 / hour
Parking Attendants (2 attendants)	3hr minimum	\$41 / hour	\$41 / hour
Street Closure		\$80 / event	\$120 / event
Use of Park Trails		\$40 / day	\$60 / day
Event with Admission Fees or Ticket Sales		\$270 / day	\$405 / day
Event with Sales of Food or Merchandise		\$200 / day	\$300 / day
Photo and Video Shoot		\$50 / day	\$75 / day
Sanitation Deposit			
Class A or B Special Events		\$1,000 / event	\$1,000 / event
Class C Special Events		\$500 / event	\$500 / event
Class D Special Events		No Charge	

Town-Managed Special Events

Vendor Application Required

	Resident	Non-Resident
Vendors - Selling Product (excludes Independence Day Celebration)		
500 - 2,000 expected patrons	\$50 / event	\$50 / event
2,001 - 9,999 expected patrons	\$100 / event	\$100 / event
Community Organization Booths - Not Selling Product		
500 - 2,000 expected patrons	\$25 / event	\$25 / event
2,001 - 9,999 expected patrons	\$50 / event	\$50 / event
Food Vendors at Independence Day Celebration		
Non-Profit Organization (without Food Truck)	No Charge	
Non-Profit Organization (partnering with Food Truck)	\$125 / event	\$125 / event
For Profit Food Truck	\$250 / event	\$250 / event

SECTION 5 – Public Safety Charges**Taxicabs**

Bi-Annual Inspection Fee	No Charge
--------------------------	-----------

Accident/Criminal Investigation Report

First 5 Copies	No Charge
Each Copy Over 5 (per page)	\$0.20 / page
CD/DVD Production	\$22 each

Miscellaneous

Storage of Seized Vehicle	\$5 / day
---------------------------	-----------

Removal of Recreational Devices

First Violation	\$25 / violation
Second Violation	\$50 / violation
Third Violation	\$100 / violation

Parking Violation Fee*

No Parking Zone	\$30 / violation
Parking Too Close to Intersection	\$30 / violation
Parking on Sidewalk	\$30 / violation
Parking Too Far Away from Curb or Street Edge	\$30 / violation
Double Parking	\$30 / violation
Parking in a Loading Zone	\$30 / violation
Parking in a Restricted Time Zone	\$30 / violation
Residential Parking Permit Zone	\$30 / violation
Parking on Wrong Side of Street Facing Traffic	\$30 / violation
Emergency Zone Parking	\$50 / violation
Parking in Fire Lane	\$50 / violation
Parking in Front of Fire Hydrant	\$50 / violation
Obstructing Traffic	\$50 / violation
Parking in a Handicapped Zone	\$100 / violation
All Other Parking Violations Not Noted Above	\$30 / violation

** Parking fines must be paid within 30 days from issuance to avoid additional penalty. Fines not paid within 30 days will be subject to double the amount of the original fine.*

Animal Control Charges*

** Animal control charges are applied to dogs and cats. Fines and penalties listed above do not include shelter reclaim fees, which must also be paid by owner.*

Violations of Licensing Ordinance	\$100 / violation
First Violation	\$100 / violation
Subsequent Violations (<i>Charged per violation; applies to any violation not paid within 60-days of first violation.</i>)	\$200 / violation

Number of Dogs kept on Premises

Each dog over allowable limit (per dog)	\$100 / violation
Subsequent Violations (accrued every 7 days)	\$100 / violation

Animals at Large and Animals Creating a Nuisance

First Violation	\$50 / violation
Second Violation	\$100 / violation
Subsequent Violations	\$150 / violation

Dangerous Animal Violations*

Violation of Dangerous Animal Sign	\$500 / violation
Violation of Muzzling Requirement	\$500 / violation
Dangerous Animal at Large	\$500 / violation
Failure to Microchip Dangerous Animal	\$500 / violation
Secure Enclosure Requirement	\$500 / violation
Competent Person 18 YO or Older Removal from Property Requirement	\$500 / violation
Fail to Allow Animal Control Officer Access to Inspect	\$500 / violation
Fail to Notify a Garner Officer/Animal Control within 24-hours Requirement	\$500 / violation

Dangerous Animal Toward Human Being*

First Violation	\$500 / violation
-----------------	-------------------

Dangerous Animal Toward Domestic Pet*

First Violation	\$250 / violation
-----------------	-------------------

** All Dangerous Animal Violations listed above incur a Civil Penalty + Animal Seizure*

Other General Penalties Not Specified Above	\$100 / violation
---	-------------------

SECTION 5 – Public Safety Charges

False Alarm Penalties

First Three False Alarms	No Charge
Fourth and Fifth False Alarms	\$50 / alarm
Sixth, Seventh, and Eighth False Alarms	\$100 / alarm
Ninth and Tenth False Alarms	\$150 / alarm
All False Alarms in Excess of 10	\$250 / alarm

ORDINANCE NO. (2023) 5210

BE IT ORDAINED by the Garner Town Council of the Town of Garner, that pursuant to §159-13.2 of the North Carolina General Statutes, the following Capital Project Ordinance is hereby adopted.

Section 1. The project authorized is the Street and Sidewalk Fund.

Section 1(a). The following amounts are appropriated for the fund.

Streets and Roads	<u>\$1,378,962</u>
Total	\$1,378,962

Section 1(b). The following revenues are anticipated to be available to complete the fund.

LAPP Funding	\$1,063,962
Grant Funds	<u>\$315,000</u>
Total	\$1,378,962

Section 2. The project authorized is the Stormwater Fund.

Section 2(a). The following amounts are appropriated for the fund.

Stormwater	<u>\$400,000</u>
Total	\$400,000

Section 2(b). The following revenues are anticipated to be available to complete the fund.

Grant Funds	<u>\$400,000</u>
Total	\$400,000

Section 3. The project authorized is the Parks and Recreation Fund.

Section 3(a). The following amounts are appropriated for the fund.

Park Development	\$2,400,000
Park Rehabilitation	<u>1,700,420</u>
Total	\$4,100,420

Section 3(b). The following revenues are anticipated to be available to complete the fund.

Grant Funds	\$2,733,520
Fee in Lieu of Parkland	<u>1,366,900</u>
Total	\$4,100,420

Section 4. The project authorized is the General Government Capital Fund.

Section 4(a). The following amounts are appropriated for the fund.

Technology	480,816
Vehicle & Equipment Replacement	1,485,000
Public Facility Replacement & Maintenance	<u>1,383,094</u>
Total	\$3,348,910

Section 4(b). The following revenues are anticipated to be available to complete the fund.

Transfer In – General Fund	<u>3,348,910</u>
Total	\$3,348,910

Section 5. The officers of this unit are hereby directed to proceed with the capital project within the terms of any financing agreement and the budget contained herein.

Section 6. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant and state regulations.

Section 7. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 8. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to the Board.

Section 9. The Finance Officer is directed to report on a quarterly basis on the financial status of each project element in Sections 1 through 4.

Section 10. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, to the Governing Body, the Budget Officer, and to the Finance Officer for direction in carrying out this project.

Duly adopted this 20th day of June 2023.

Mayor Ken Marshburn

ATTEST: _____
Stella Gibson, Town Clerk

Reports



Talk of the TOWN

Council Requests & Updates

June 20, 2023

This monthly report provides an update on Council requests and items submitted on the Garner Info app, a resident service and information request system for the Town of Garner.

Garner Independence Day Celebration (All)

The Town is excited to again host the Independence Day Celebration on July 3 at Lake Benson Park. Gates open at 5:00 p.m. and admission is free. The free evening will be fun for the whole family. Enjoy delicious food and great music while children play in the Kids' Zone. Top it all off with a headlining performance by the North Carolina Symphony and the best fireworks show in the Triangle! More information about this signature event can be found at: [Garner Independence Day Celebration | Town of Garner, NC \(garnernc.gov\)](https://www.garnernc.gov/garner-independence-day-celebration)

Parks' Repairs and Updates (All)

The Creech Road tennis courts project has been completed and are now open. Public Works is working with the contractor to finalize the repaving schedule for the parking lot at the courts. Repairs have been completed at Jackie Johns Community Park and the restrooms are open. Four new picnic tables have been purchased for Jackie Johns Park and are expected to be installed in July.

Inspections Update (Behringer)

Tall grass and debris concerns on Garner Road have been addressed. This area continues to be on the regular mowing schedule for Public Works. Inspections and Communications recently met to discuss bilingual communications on grass and other code compliance issues. Staff plans to develop a trifold piece and a door hanger that Inspections can leave with people. The work will be done in July with materials back from the printer in late July/early August. There is an existing educational piece that has been put out in the Town Hall lobby, the library, and that Inspectors can share with residents in the field. In addition, staff has started experimenting with some bilingual posts on Facebook and NextDoor.

Travel Removal (Vance)

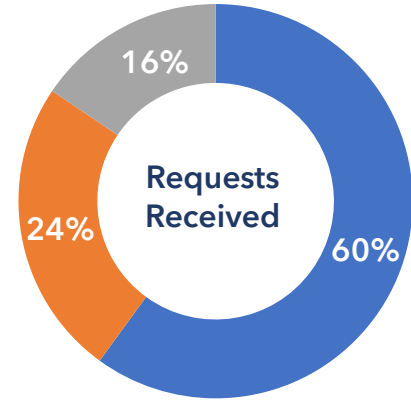
Public Works' crews are scheduled to remove litter along NC 50 and New Bethel Road to Timber Drive the week of June 14th.

Garner Info Monthly Analytics

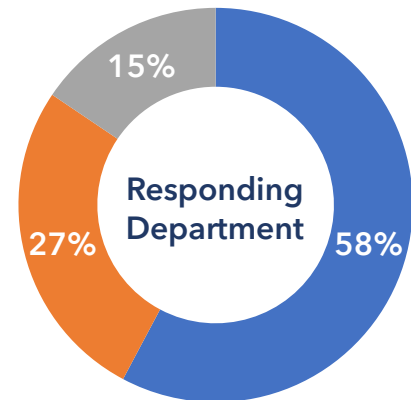
May 10 – June 12, 2023 – 45 Total Requests

Request by Type

Garbage	6	13.3%
Tall Grass/Weeds (Private Property)	6	13.3%
Streetlight Problem	5	11.1%
Misc. - Parks / Town Property	5	11.1%
Anonymous Tip	3	6.7%
Neighborhood Speeding	2	4.4%
Sign Violation	2	4.4%
Temporary Sign Violation	2	4.4%
Street Sign Maintenance	2	4.4%
Trim Vegetation	2	4.4%
Misc. - Streets	1	2.2%
Construction Without Permit	1	2.2%
Pipe and Storm Drain Maintenance	1	2.2%
Playground Problem	1	2.2%
Pothole/ Pavement Repair	1	2.2%
Roadway Obstruction	1	2.2%
Junk Vehicle (Private Property)	1	2.2%
Dead Tree (Private Property)	1	2.2%
Commercial Vehicles	1	2.2%
Grounds/ Trail Maintenance	1	2.2%



■ Completed ■ Submitted ■ In Progress



■ Public Works ■ Inspections ■ Police