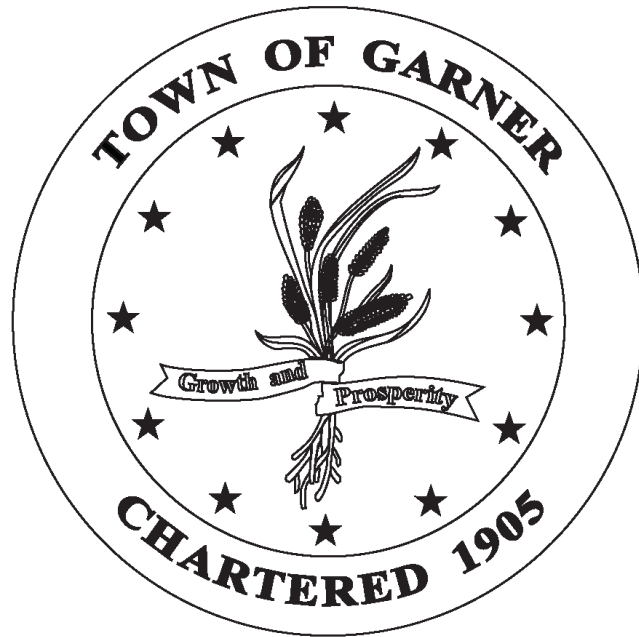


Town of Garner



Town Council Meeting
August 22, 2023

Garner Town Hall
900 7th Avenue
Garner, NC 27529

Town of Garner
Town Council Regular Meeting Agenda
August 22, 2023

A reception for the 2023 James R. Stevens Service to Garner Award Recipient will be held in the Town Hall Training Room at 5:00 p.m.

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 ProTem Elmo Vance
- C. INVOCATION: Mayor ProTem Elmo Vance
- D. PETITIONS AND COMMENTS

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

- E. ADOPTION OF AGENDA
- F. PRESENTATIONS

Carlton S. McDaniel, Jr. has been named recipient of the 2023 James R. Stevens Service to Garner Award – our community’s most prestigious recognition for public service rendered over an extended period of time.

- G. CONSENT

- 1. Raleigh Water Utility Customer Assistance Program Interlocal Agreement Page 3
Presenter: John Hodges, Assistant Town Manager

The Town of Garner has participated in the Raleigh Water Utility Customer Assistance Program (UCAP) since its inception in FY2021. The interlocal agreement commits funding in the amount of \$15,000 budgeted in the FY2024 budget and sets forth parameters for implementation of the program.

Action: Consider authorizing the Manager to execute the FY 2024 ILA and future agreements related to the UCAP program, if budgeted.

2. Budget Amendment – PRCR Revenues Page 10
Presenter: David Beck, Finance Director

The Parks, Recreation and Cultural Resources (PRCR) department was awarded two grants earlier in 2023. The grant funds were received by the Town after the new fiscal year started so this amendment pulls the budget into the new year and allows the funds to be spent.

Action: Consider approving Ordinance (2023) 5213

3. Garner Recreational Park Playground Surface Contract Award (Bliss Products & Services Inc.) Page 12
Presenter: Katie Lockhart, Parks & Nature Superintendent

On July 31, 2023, staff received a total of 2 bids for the installation of poured-in-place rubber safety surface at the Garner Recreational Park playground. The apparent low bidder is Bliss Products & Services, Inc. with a bid of \$137,222.00.

Action: Consider awarding project to Bliss Products & Services, Inc., authorize the Town Manager to execute the contract, and 10% contingency.

4. Surplus Property Page 15
Presenter: David Beck, Finance Director

Public Works would like to surplus a salt spreader that was replaced as part of the VERT program due to its poor condition.

Action: Consider approving Resolution (2023) 2542

H. PUBLIC HEARINGS

1. Tier 2 Conditional Rezoning # CZ-PD-22-03, 401 Crossing Page 18
Presenter: Ashley Harris, Planner and Jeff Triezenberg, Planning Director

Tier 2 conditional rezoning request submitted by the McAdams Company to rezone approximately 72.24 +/- acres from Wake County Residential 40 Watershed (R-40W) to Town of Garner Planned Unit Development (PD C15) Conditional for a mixed-use development of a maximum of 300 single-family residential units (platted individual residential lots), 500 multifamily residential units (multiple units on common lots), and 45,000 square feet of commercial space. The site is located on the southeast side of US 401 between Woodcrest Drive and St Patrick Drive and may further be identified as multiple Wake County PIN(s) - see staff report for full list.

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

I. NEW/OLD BUSINESS

1. Downtown Development Project with LMG Garner LLC Page 63
Presenter: Terri Jones, Town Attorney

An amended Memorandum of Understanding (MOU) is necessary to continue exploring options for a downtown development project on Town property as a mixed-use public-private project to include new retail space, new housing units, and additional parking.

Action: Consider authorizing the Town Manager to execute the Amended and Restated MOU

J. COMMITTEE REPORTS

K. MANAGER REPORTS

- Talk of the Town
- Capital Projects Update
- Downtown Pop-Up Market is on Saturday, August 26th, at 10:00 a.m. along Main Street.
- DFI Affordable Workshop proposed for Thursday, September 21, from 9:00 – 12:30, please confirm proposed date and time
- Upcoming Economic Development Events – Registration Confirmation Needed
 - Garner IMPACT Conference (formerly CONNECT) – Thursday, August 24
Conference – 11:30am – 1:30pm, Bus Tour – 2:00pm – 5:00pm
 - TCC Vertical Mixed-Use and Fenton Tour – Wednesday, August 30
Panel Discussion - 3:00-4:40pm, Walking Tour – 4:30-5:00pm,
Social – 5:00 – 6:00pm
 - Garner Chamber Richmond Inter-City Visit – September 13-14

L. ATTORNEY REPORTS

M. COUNCIL REPORTS

N. CLOSED SESSION

Pursuant to N.C. General Statutes Section 143.318.11(a)(3) to consult with the Town Attorney regarding litigation and Section 143.318.11(a)6) to discuss the qualifications, competence, performance, character, fitness or conditions of appointment of an individual public officer or employee.

O. ADJOURN

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: James Stevens Service to Garner Award		
Location on Agenda: Presentations		
Department: Administration		
Contact: Stella Gibson, Town Clerk		
Presenter: Ken Marshburn, Mayor & Committee Chair		
Brief Summary: Carlton S. McDaniel, Jr. has been named recipient of the 2023 James R. Stevens Service to Garner Award – our community’s most prestigious recognition for public service rendered over an extended period of time.		
Recommended Motion and/or Requested Action: Presentation only		
Detailed Notes: Carlton S. McDaniel, Jr. is the 2023 James R. Stevens Service Award winner. Mr. McDaniel has spent years serving the Garner community by making sure adults with disabilities are “valued and accepted members of their community.” Twenty years ago he started and has led the non-profit Able to Serve in its mission to educate, train, mentor and serve individuals and families within the special needs community. Mr. McDaniel’s devotion is exuded in his ministry and volunteer work to ensure everyone lives a full life in Garner and beyond.		
Funding Source:		
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 type="radio"/> No: <input checked="" type="radio"/>		
Agenda Form Reviewed by:	Initials:	Comments:
Department Head:	SG	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: Raleigh Water Utility Customer Assistance Program Interlocal Agreement		
Location on Agenda: Consent <input type="checkbox"/>		
Department: Town Manager's Office		
Contact: John Hodges, Assistant Town Manager		
Presenter: John Hodges, Assistant Town Manager		
<p>Brief Summary: The Town of Garner has participated in the Raleigh Water Utility Customer Assistance Program (UCAP) since its inception in FY2021. The interlocal agreement commits funding in the amount of \$15,000 budgeted in the FY2024 budget and sets forth parameters for implementation of the program.</p>		
<p>Recommended Motion and/or Requested Action: Authorize the Manager to execute the FY 2024 ILA and future agreements related to the UCAP program, if budgeted.</p>		
<p>Detailed Notes: Eligible customers can receive up to \$240 one time each year toward outstanding charges on their account. Customers desiring to apply for UCAP will do so through Wake County Human Services Department, who is responsible for determining eligibility. Funding provided by the Town of Garner will only be used for Raleigh Water customers in the Garner town limits.</p>		
Funding Source:		
Cost: \$15,000	One Time: <input type="radio"/>	Annual: <input checked="" 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:	JMH	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION IN THE
UTILITY CUSTOMER ASSISTANCE PROGRAM

This AGREEMENT FOR LOCAL GOVERNMENT PARTICIPATION IN THE UTILITY CUSTOMER ASSISTANCE PROGRAM (hereinafter, the “Agreement”) is entered, between the City of Raleigh (the “City”) and Town of Garner (the “Town”), each of the above being municipal corporations and public bodies politic of the State of North Carolina (collectively, the Parties).

RECITALS:

WHEREAS, the City of Raleigh Public Utilities Department (also known as “Raleigh Water”) provides water and sewer services to the citizens of Raleigh, Knightdale, Wendell, Rolesville, Garner, Zebulon and Wake Forest, which represent a combined population served of over 530,000 Wake County residents,

WHEREAS, the City and Wake County (the “County”) have developed a Utility Customer Assistance Program (“UCAP”), which assists customers who have a demonstrated financial need and are unable to pay their utility bill,

WHEREAS, a City utility customer is only eligible for UCAP assistance if the City or Town within which the customer resides has contributed to the UCAP, and

WHEREAS, the Town has participated and desires to continue its participation in the UCAP to provide utility bill payment assistance funds to customers in the Town’s service area.

NOW THEREFORE, and in consideration of the mutual goals and promises contained herein and the mutual benefits to result there from, the Parties agree as follows:

I. Implementation of the UCAP

1. Following the execution of this Agreement, the Town will submit to the City \$15,000 to fund the UCAP for utility customers in the Town’s jurisdiction.
2. The City will acknowledge receipt of the funding through an email to the Town finance director.
3. Once the Town’s UCAP funds have been depleted, the City will notify the Town via email that the funds have been depleted. Additional funding may be provided by the Town during the year if funds are depleted. A customer in the Town’s jurisdiction may not receive funds if the Town’s funds provided to the City have been depleted.
4. The City will only utilize Town UCAP funds to assist customers in the Town’s jurisdiction. The City will only utilize City UCAP funds to assist customers in the City’s jurisdiction.

5. The City will provide quarterly reports to the Town regarding the utilization of the funding. Quarterly reports will include the funding utilized to date, the remaining balance of funds, and a list of customers who have received assistance.
6. Customers desiring to apply for UCAP funds will do so through the Wake County Human Services Department, who is responsible for determining a customer's eligibility for UCAP funds. Criteria for eligibility in the UCAP is as follows:
 - a. Meet income eligibility requirements*
 - b. Have reserves at or below \$2,250
 - c. COR Utility account will be past due, in jeopardy of disconnection or currently disconnected for non-payment
 - d. Be responsible for his or her City Utility Bill

*Income eligibility is determined at the Federal and State level and guidelines may be amended from time to time; the UCAP will follow any amendments to the Federal and State guidelines.
7. If a Town customer is determined to be eligible for the UCAP by the County, City utility staff will credit the customer's account following notification of eligibility by the County. Once the payment has been applied, City utility staff will confirm, in writing, with the customer that the transaction has been completed.
8. Each customer is eligible for one UCAP transaction per fiscal year, with a value of up to \$240 not to exceed the amount of the customer's actual City utility bill, to be credited to the customer's account. If the UCAP funds are not sufficient to pay the customer's entire City utility bill, the customer will be responsible for resolving any outstanding balance to continue service.
9. An annual summary report for the UCAP will be provided by City utility staff to Town staff. The report will include the number of recipients from all communities served by the City (Raleigh, Garner, Knightdale, Rolesville, Wake Forest, Wendell and Zebulon) who sought financial assistance through the UCAP.

II. General Terms and Conditions

1. **Term; termination.** The term of this Agreement shall run from the date of execution of this Agreement by Parties hereto through June 30, 2024. The Parties may extend the term of this Agreement by a duly authorized written amendment. The Parties shall have the right to terminate their participation in this agreement with or without cause upon giving fourteen (14) days electronic and written notice to the party delivered to the following address:

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

City of Raleigh Public Utilities Director
 One Exchange Plaza, 6th Floor
 P.O. Box 590
 Raleigh, NC 27602

The responsibilities of the withdrawing party shall terminate 30 days after notice is given by the withdrawing party in accordance with this Agreement unless otherwise agreed by in writing by both Parties.

2. **Amendment.** Any amendment to this Agreement to be effective must be in writing, signed by the Manager or other authorized representative of the Parties, and executed with the same formality and approvals as the foregoing agreement.
3. **Assignment.** No party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not party to this agreement without prior written consent of the Parties.
4. **Governing Law; Venue.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina and shall be enforced only in its General Court of Justice to the extent that any such actions will lie therein. The venue for any such action relating to this Agreement shall be Wake County Civil Superior Court.
5. **Entire Agreement.** The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.
6. **Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
8. **Non-Discrimination Assurances.**

8.1 To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

8.2 The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

The remainder of this page remains blank intentionally.

IN WITNESS WHEREOF the Parties' mutual understandings, the City and the Town and have executed this Agreement under the digital signatures of their designated Managers, of their designees respectively, with proper authorization of their respective governing bodies, as of the date set forth above.

TOWN:

CITY:

TOWN OF GARNER
a North Carolina municipal corporation

CITY OF RALEIGH
a North Carolina municipal corporation

By: _____
Town Manager

By: _____
Signature

By: _____
Town Clerk

Name

Choose an item.

Title

Approved as to form:

Choose an item.

By: _____
Town Attorney

Department

Date of Signature

ATTEST:

_____(SEAL)
City Clerk (or designee)

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

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

Chief Financial Officer (or designee)

Chief Financial Officer (or designee)

RESOLUTION NO. (2023) 2543

**RESOLUTION RATIFYING THE INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE UTILITY CUSTOMER ASSISTANCE PROGRAM
WITH RALEIGH WATER**

WHEREAS, the City of Raleigh Public Utilities Department (also known as “Raleigh Water”) provides water and sewer services to the citizens of Raleigh, Knightdale, Wendell, Rolesville, Garner, Zebulon, and Wake Forest, which represent a combined population served of over 530,000 Wake County residents,

WHEREAS, the City and Wake County (the “County”) have developed a Utility Customer Assistance Program (“UCAP”), which assists customers who have a demonstrated financial need and are unable to pay their utility bill,

WHEREAS, a City utility customer is only eligible for UCAP assistance if the City or Town within which the customer resides has contributed to the UCAP,

WHEREAS, the Town has participated and desires to continue its participation in the UCAP to provide utility bill payment assistance funds to customers in the Town’s service area.

WHEREAS, the Interlocal Agreement for the Utility Customer Assistance Program has been provided to the Town Manager and Town Attorney for review and both have recommended that Council ratify the Agreement;

WHEREAS, Council has determined that it would be in the Town's interest to enter into the Interlocal Agreement;

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

Section 1. That Council, as the governing board of the Town, ratifies the Interlocal Agreement for the Utility Customer Assistance Program.

Section 2. That Council authorizes the Town Manager to execute this Interlocal Agreement and future amendments and/or agreements related to the Utility Customer Assistance Program provided the required funding has been adopted by budget ordinance.

Duly adopted this 22nd day of August, 2023.

Ken Marshburn, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: Budget Amendment - PRCR Revenues		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: <p>The Parks, Recreation and Cultural Resources (PRCR) department was awarded two grants earlier in 2023. The grant funds were received by the Town after the new fiscal year started so this amendment pulls the budget into the new year and allows the funds to be spent.</p>		
Recommended Motion and/or Requested Action: Approve Ordinance (2023) 5213		
Detailed Notes: <p>The Garner Performing Arts Center (GPAC) was awarded a grant for the National Endowment for the Arts Big Read Program. GPAC will collaborate with the Southeast Regional Library on the grant. Project activities will include reading discussions and workshops at the library, Garner Senior Center, and GPAC. Town Council authorized receiving the grant awards at their 5/16/2023 meeting.</p>		
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:		

ORDINANCE NO. (2023) 5213

ORDINANCE AMENDING ORDINANCE NO. (2023) 5109 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
10303500-443120-65170	GPAC Sponsorships		\$ -	\$ 9,825	\$ 9,825

TOTAL REVENUE INCREASE (DECREASE) \$ 9,825.00

Expenditure Amendment Request

ACCOUNT NUMBER	DESCRIPTION	PROJECT	CURRENT BUDGET	EXPENDITURE CHANGE	REVISED BUDGET
10572000-524300	Contract Services		\$ 59,350	\$ 9,825	\$ 69,175

TOTAL EXPENDITURE INCREASE (DECREASE) \$ 9,825.00

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

Duly adopted this 22nd day of August 2023.

Ken Marshburn, Mayor

ATTEST:

Stella L. Gibson, Town Clerk

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023 <input type="button" value="v"/>		
Subject: Garner Recreational Park Playground Surface Contract Award (Bliss Products & Services Inc.)		
Location on Agenda: Consent <input type="button" value="v"/>		
Department: Parks, Recreation & Cultural Resources		
Contact: Katie Lockhart, Parks & Nature Superintendent		
Presenter: Katie Lockhart, Parks & Nature Superintendent		
Brief Summary: On July 31, 2023, staff received a total of 2 bids for the installation of poured-in-place rubber safety surface at the Garner Recreational Park playground. The apparent low bidder is Bliss Products & Services, Inc. with a bid of \$137,222.00.		
Recommended Motion and/or Requested Action: Award project to Bliss Products & Services, Inc., authorize Town Manager to execute contract, and 10% contingency.		
Detailed Notes: The playground at the Garner Recreational Park was identified as a priority project for the 2021 Bond Program to replace the existing mulch surface with poured-in-place rubber safety surface. An RFP was issued by the Town in July 2023 and two bids were received. Staff also recommends authorizing a 10% contingency for a total project budget of \$150,944.20. The approved FY23-24 Capital Budget allocated \$173,129.00 for Garner Recreational Park improvements.		
Funding Source: 2021 Bond Program		
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:	MMB	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		

August 14, 2023

To: Jodi Miller, Assistant Town Manager

From: Maria Munoz-Blanco, Director of Parks, Recreation & Cultural Resources (PRCR)

Re: Garner Recreational Park Playground Resurfacing Contract Award

During the planning for the 2021 Park Bond, the Garner Recreational Park playground was identified as a priority project to replace the existing wood mulch with poured-in-place rubber safety surface. This will provide a safer and more accessible surface to this popular playground.

On July 12, 2023, the Town issued an invitation to bid for proposals to complete this project. Two bids were received by the July 31, 2023 deadline. The apparent low bidder is Bliss Products & Services, Inc. with a bid of \$137,222.00.

Bliss Products & Services, Inc. is registered with the Secretary of State to conduct business in North Carolina. Headquartered in Georgia, the company provides playground and recreational facilities services throughout the southeast.

Staff Recommendation

Award the Garner Recreational Park Playground Resurfacing project to Bliss Products & Services, Inc. and authorize the Town Manager to execute a contract with Bliss Products & Services, Inc. for a cost not to exceed \$137,222.00. Also authorize a 10% contingency as noted for a total playground resurfacing budget of \$150,944.20.

GRP Playground Resurfacing Bid Sheet

Company
Surfacing Replacement Components
 Site prep
 Corner slide
 Stone base
 PIP surfacing
 Drainage
 Extra*

Great Southern Recreation, LLC			Bliss Products and Services, Inc.		
Quantity	Unit Price	Extended Price	Quantity	Price Per Sq Ft	Extended Price
5500.00	\$ 23,572.00	\$ 23,572.00	5500.00	\$ 2.56	\$ 14,080.00
1.00	\$ 350.00	\$ 350.00	1.00	\$ 2,840.00	\$ 2,840.00
5500.00	\$ 3.60	\$ 19,800.00	5500.00	\$ 2.30	\$ 12,650.00
5500.00	\$ 16.25	\$ 89,375.00	5500.00	\$ 18.85	\$ 103,675.00
1.00	\$ -	\$ -	1.00	\$ 3,977.00	\$ 3,977.00
318.00	\$ 31.50	\$ 10,017.00	N/A	\$ -	\$ -
N/A	\$ -	\$ -	N/A	\$ -	\$ -
N/A	\$ -	\$ -	N/A	\$ -	\$ -
Totals:		\$ 143,114.00			\$ 137,222.00

Note: Great Southern Recreation unit price for site preparation was listed as extended price (highlighted in red). Company only submitted bid sheet; other items indicated in the RFP (e.g., references, acknowledging addendum) were not submitted.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: Surplus Property		
Location on Agenda: Consent		
Department: Finance		
Contact: David Beck, Finance Director		
Presenter: David Beck, Finance Director		
Brief Summary: Public Works would like to surplus a salt spreader that was replaced as part of the VERT program due to poor condition.		
Recommended Motion and/or Requested Action: Approve Resolution (2023) 2542		
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) 2542

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 #
5099	2016	Ace Torwell Salt Spreader	4DPT06D-1024SS

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 22nd day of August 2023.

Ken Marshburn, Mayor

ATTEST: _____
Stella L. Gibson, Town Clerk

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

Department: Public Works

Division: Streets

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	5099	2016 Ace Torwell Sand Salt Spreader	4DPT06D-1024SS	✓				Replacement Arrived	Poor	\$7,000.00

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

Department Head Signature:  Date: 8-1-23

Finance Director Signature: _____ Date: _____

Town Manager Signature: _____ Date: _____

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

- 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

SUBMIT FULLY EXECUTED FORM TO FINANCE DEPARTMENT

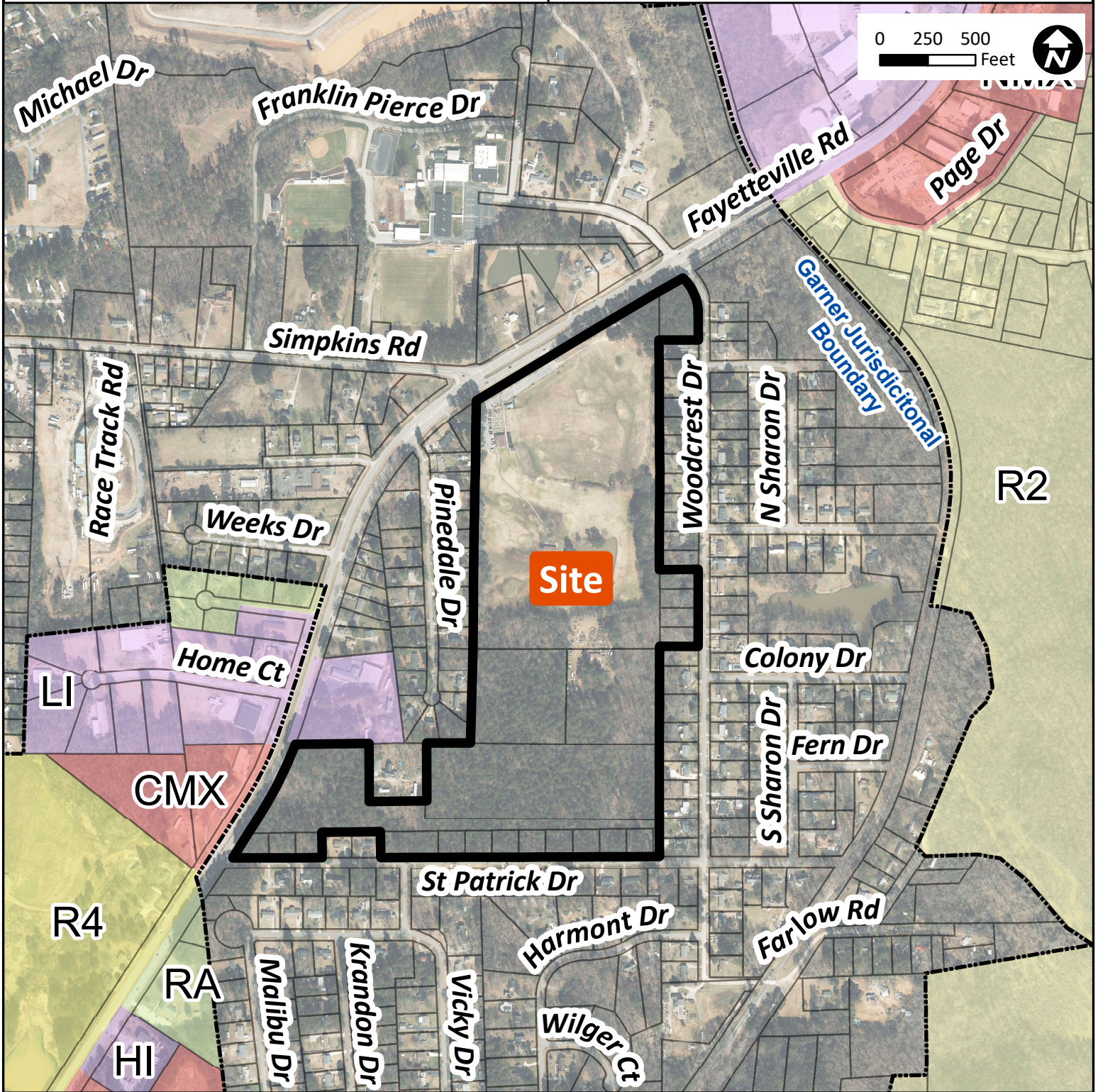
Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: Tier 2 Conditional Rezoning # CZ-PD-22-03, 401 Crossing		
Location on Agenda: Public Hearings		
Department: Planning		
Contact: Ashley Harris, Planner I		
Presenter: Ashley Harris, Planner I; Jeff Triezenberg, AICP, GISP; Planning Director		
Brief Summary: <p>Tier 2 conditional rezoning request submitted by the McAdams Company to rezone approximately 72.24 +/- acres from Wake County Residential 40 Watershed (R-40W) to Town of Garner Planned Unit Development (PD C15) Conditional for a mixed-use development of a maximum of 300 single-family residential units (platted individual residential lots), 500 multifamily residential units (multiple units on common lots), and 45,000 square feet of commercial space. The site is located on the southeast side of US 401 between Woodcrest Drive and St Patrick Drive and may further be identified as multiple Wake County PIN(s) - see staff report for full list.</p>		
Recommended Motion and/or Requested Action: <p>Consider motion of referral to Planning Commission for plan consistency review and recommendation.</p>		
Detailed Notes: <p>Zoning conditions are proposed that restrict the range of permissible uses and to provide architectural commitments for the buildings that address appearance and the quality of materials and construction.</p>		
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:		
Town Clerk:		



**Town of Garner
Planning Department**

**Conditional District Zoning Application
CZ-PD-22-03**



Project: 401 Crossing
Applicant: McAdams
Owner: Multiple
Location: 5715 Fayetteville Road, et al.
Pin #: 0790897596, 0790884847, 0790889826,
 0790885319, 0790785341, et al.

Proposed Use: Planned Unit Development
 (Multiple Uses: See Report)
Current Zoning: R-40W (Wake County)
Proposed Zoning: PD C15
Acreage: 72.24
Overlay: Commercial Highway
 Overlay District



Planning Department Staff Report

TO: Honorable Mayor Marshburn and Town Council Members

FROM: Ashley Harris, Planner I

SUBJECT: *Tier 2 Conditional Rezoning # CZ-PD-22-03, 401 Crossing*

DATE: August 22, 2023

I. PROJECT AT A GLANCE

Project Number(s): CZ-PD-22-03, Tier 2 Planned Development Rezoning

Applicant: Laura Holloman, McAdams Co.

Owners: Johnson, L Alton Heirs, Joseph Ira Lee III, Peter Daniel Hudgins Jr, Lena R Hudgins, The Joseph I Lee Jr Revocable Trust, Ruth Johnson Lee

Designer: McAdams Co.

General Description -

Project Area & Location: 72.24 +/- acres

Wake County PIN(s): 0790781096, 0709788067, 0790889826, 0790884847, 0790886087, 0790886098, 0790780066, 0790897596, 0790992265, 0790992386, 0790992476, 0791902864, 0790992175, 0790885319, 0790981008, 0790882057, 0790783046, 0790981161, 0790885048, 0790881017, 0790785341, 0790785341, 0790889068, and 0790888028

Current Zoning: Wake County Residential 40 Watershed District (R-40W)

Requested Zoning: At time of application: Planned Unit Development (PD C15) Conditional
As of 7/5/2022: Commercial Mixed Use (CMX C15) Conditional

Overlay: At time of application: US 70/401 Overlay (O-70)
As of 7/5/2022: Commercial Highway Overlay (CHO)

Key Meeting Dates:

Public Hearing: August 22, 2023

Planning Commission: TBD

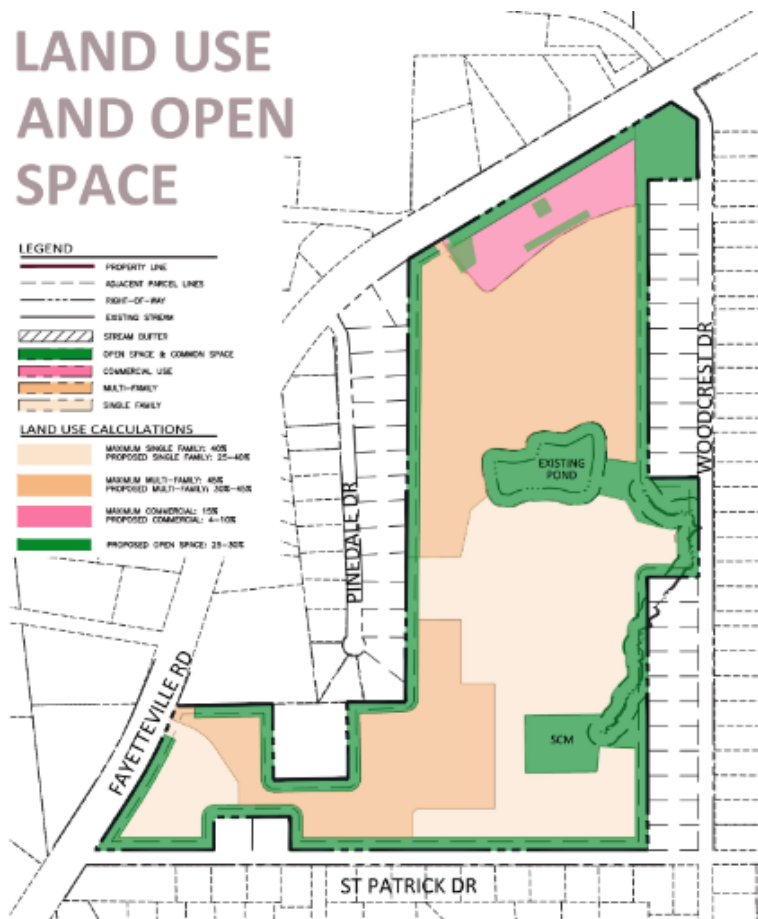
Action: TBD

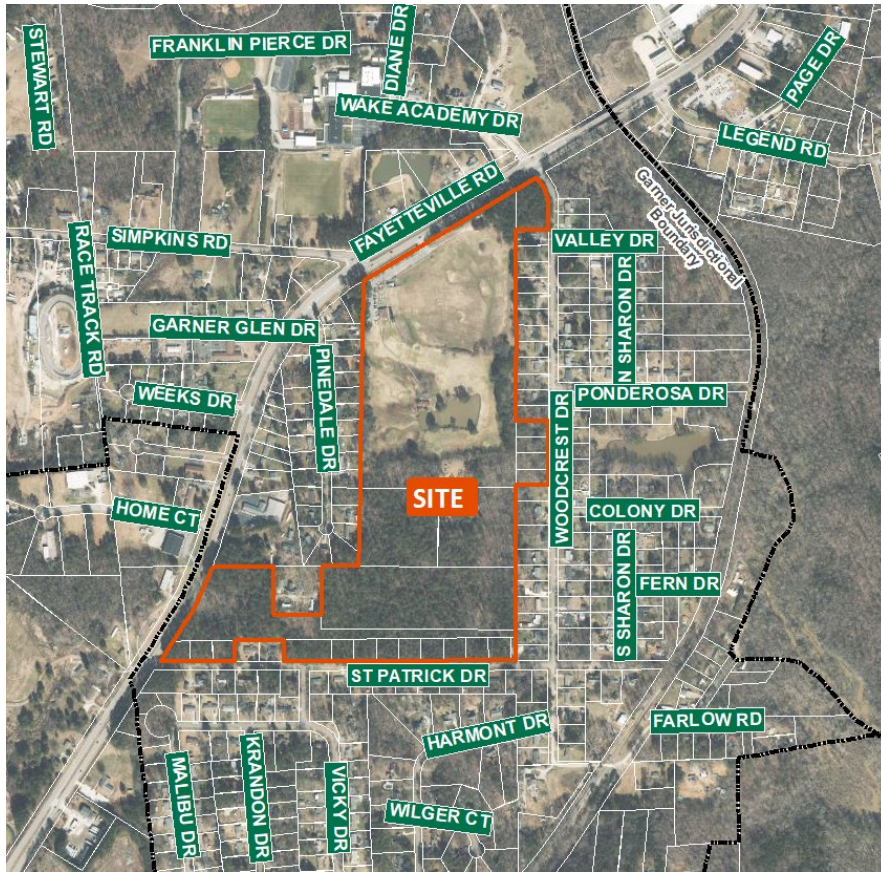
II. BACKGROUND / REQUEST SUMMARY

Request: Tier 2 conditional rezoning request submitted by the McAdams Company to rezone approximately 72.24 +/- acres from **Wake County Residential 40 Watershed (R-40W)** to Town of Garner **Planned Unit Development (PD C15) Conditional** for a mixed-use development of a maximum of 300 single-family residential units (platted individual residential lots, 25-40% land area proposed, max allowed 40%), 500 multifamily residential units (multiple units on common lots, 30-45% land area proposed, max allowed 45%), and 45,000 square feet of commercial space (land area proposed 4-10%, max allowed 15%). The site is located on the southeast side of US Highway 401 (Fayetteville Road) between Woodcrest Drive and St Patrick Drive and may further be identified as Wake County PIN(s) 0790781096, 0709788067, 0790889826, 0790884847, 0790886087, 0790886098, 0790780066, 0790897596, 0790992265, 0790992386, 0790992476, 0791902864, 0790992175, 0790885319, 0790981008, 0790882057, 0790783046, 0790981161, 0790885048, 0790881017, 0790785341, 0790785341, 0790889068, and 0790888028.

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

As of July 5, 2022, the Town Council approved ZTA-22-01 and CZ-22-01, adopting a new Unified Development Ordinance and establishing new zoning districts. The request is now amended to be rezoned from Wake County Residential 40 Watershed (R-40W) to Commercial Mixed Use (CMX C15) Conditional. However, due to permit choice rules, the request is to be considered according to the rules of the former UDO, which was in effect at the time of application (4/29/2022), governing the Planned Unit Development (PUD) district.





III. ZONING ANALYSIS

Existing: The site is currently zoned **Wake County Residential 40 (R-40W) Watershed** District. The R-40W zoning district is known as a residential watershed district. These districts allow very-low-density residential development in the form of single-family detached dwellings and duplexes. A limited number of non-residential uses are allowed, but only if the Wake County Board of Adjustment first reviews and approves a site plan and Special Use Permit for such use.

The following is a list of allowable uses in the Wake County R-40W District:

- | | |
|--|--|
| 1. Attached House/Townhouse | 12. Adult Day Care Facility (SUP) |
| 2. Detached House/Single Family | 13. Botanical Garden/Arboretum (SUP) |
| 3. Duplex, Triplex, 4-Plex | 14. Public Recreation (Assembly) Buildings (SUP) |
| 4. Lot Line House | 15. All Other Public Parks Recreation |
| 5. Mobile Home | 16. Parking, Park and Ride (SUP) |
| 6. Family Care Home | 17. Religious Assembly (SUP) |
| 7. Group Care Home (SUP) | 18. Governmental (SUP) |
| 8. Libraries (SUP) | 19. School (SUP) |
| 9. Other Cultural Exhibits/Libraries (SUP) | 20. Veterinary (SUP) |
| 10. Child Care Home | 21. Kennel |
| 11. Child Care Center (SUP) | |

- 22. Shelter
- 23. Cemetery, Mausoleum, Columbarium (SUP)
- 24. Family Burial Grounds
- 25. Bed And Breakfast- Homestay & Residence (SUP)
- 26. Campgrounds (SUP)
- 27. Conference Center/Retreat House (SUP)
- 28. Day Camp (SUP)
- 29. Firearm/Archery Ranges and Clubs (SUP)
- 30. Equestrian Facilities/Riding Clubs/Stables (SUP)
- 31. Fishing Club (SUP)
- 32. Golf Course (SUP)
- 33. Golf Course (As Part of Subdivision) (SUP)
- 34. Marina/Boating Facility (SUP)
- 35. Recreational Farms/Ranched (SUP)
- 36. Swimming Pool/Tennis Club (SUP)
- 37. Swimming/Tennis Club (As Part of Subdivision)
- 38. Wildlife/Game Preserve (SUP)
- 39. Outdoor Recreation/Entertainment (SUP)
- 40. Neighborhood/Convenience-Oriented Retail (w/o Gas Sales) (SUP)
- 41. Recycling Collection (Household Collection Only) (SUP)
- 42. Elimination And Redevelopment of Nonconforming Use (SUP)
- 43. Farm Serving Uses, Class 1 (SUP)
- 44. Farm Serving Uses, Class 2 (SUP)
- 45. Farmers Market (SUP)
- 46. Farmers Market as Part of Public-Civic Use Group
- 47. Forestry
- 48. Local Agricultural Market (SUP)
- 49. Solar Energy Systems (SUP)
- 50. Special Events (SUP)
- 51. Static Transformer Stations, Radio/Tv and Towers, Relay Station (SUP)
- 52. Telecommunications Facility
- 53. Water Tower

Proposed: The proposed zoning of the site is **Planned Unit Development (PD C15) Conditional**. The PUD district is intended to provide for a mix of uses, including commercial and residential uses. PUD provisions are intended to encourage creativity in the design and planning of parcels by allowing greater design flexibility than the underlying base districts to protect natural features and concentrate development in more suitable or less environmentally sensitive areas.

The applicant has proposed the following zoning conditions for the PD C15 District:

1. Permitted Use Table

Use Category	Specific Use	PD C15
Household Living*	Two-Family Dwelling	P
	Townhouse	P
	Multifamily (triplex and higher, including Apartment)	P
Community Service	Library, Museum, Art Gallery, Art Center	P
Day Care	Adult Day Care	P
	Day Care Center	P

Use Category	Specific Use	PD C15
Educational Facilities and Services	Music/Dance/Art Instruction	P
Health Care	Medical Clinic	P
Institutions	Nursing Care Institution	P
Entertainment	Theater	P
	Gym, Spa, Indoor Tennis Court or Pool, Private	P
	Indoor Entertainment Facility	P
Office	Medical Office, Individual	P
	Other Office	P
Religious Institution		P
Restaurants	Restaurant, Drive-In or Outdoor Curb Service	P
	Restaurant, Indoor, with Seating Only	P
	Restaurant with Seating and Drive-Through Window	P
	Restaurant, Take-Out Only (Drive-Through or Walk Up)	P
Retail Sales and Service	Personal Service Oriented Use (excludes commercial greenhouses or any use with outdoor operations)	P
	Hair Salons, Beauty Shops, Barbershops	P
	Banks or Financial Institution	P
	Repair Oriented Use (No Outdoor Operations)	P
	Sales Oriented Use (No Outdoor Operations)	P
	Veterinarian/Kennel, Indoor	P
Vehicle Sales and Service	Car Wash (accessory use only)	P
	Convenience Store with Fuel Sales (minimum retail area 3,000 sf)	P
	Vehicle Service, Limited	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. Developed open space, calculated at 25% of the total developable land area (Garner UDO Section 8.2) shall contain a minimum of three (3) of the following elements:

paved walking trails; cornhole boards; butterfly garden; seat wall; bench; dog park; community garden; cut flower garden; playground; enhanced landscaping.

3. The existing pond will remain as an environmental and amenity feature. The pond's area shall remain either its current size or greater. The pond shall include at least two of the following:
 - Benches
 - Gazebo
 - Enhanced landscaping
 - Natural (paved) walking trail(s)
4. On-site recreational facilities shall include:
 - A pool
 - Playground
 - Fitness center
 - Passive open space.
5. Perimeter buffer shall be a minimum of 30 feet. Existing trees and vegetation will be used with supplemental native plants in sensitive areas as necessary to meeting plant installation requirements.
6. Foundation condition - will follow developer standards for foundation band board.
 - Townhomes shall have a 12" foundation band board.
 - Cottages shall have an 8" foundation band board.
7. A varied color palette shall be utilized on buildings for each residential portion of the development to include a minimum of two color families for siding and shall include varied trim, shutter, and accent colors complimenting the siding color.
8. Townhomes, cottages, and duplexes that have frontage on a right-of-way shall have trim around the windows on rear and side elevations.
9. The following shall apply to townhome buildings: Roof line cannot be a single mass; it must be broken up either horizontally and/or vertically between, at a minimum, every other unit.
10. Three of the following decorative elements shall be used on each building: decorative shake, board and batten siding, decorative porch rails and posts, shutters, decorative functional foundation and roof vents, recessed windows, decorative windows, decorative brick or stone, decorative gables, decorative cornices, or metal roofing.
11. Fences not exposed to common open spaces or surrounding stormwater ponds shall be powder-coated aluminum picket type fencing.
12. Vinyl siding shall be prohibited as a building material except as a trim option.
13. All garage doors shall be affixed with carriage door adornments and windows.
14. Multifamily amenity area shall include:

- A minimum 3,000 sf clubhouse;
 - A minimum 2,500 sf swimming pool; and
 - All to be constructed within 18 months of issuance of multi-family building permit.
15. Multi-family apartments shall not use vinyl siding and shall have:
 - Cementitious siding that shall vary in type and color with brick, shakes, board and batten, or stone accents provided as decorative features - the masonry component shall be a minimum of fifty percent (50%) per building;
 - Other accessory buildings may only have a masonry wainscot;
 - Offsets in the plane of each facade for each apartment building;
 - Either masonry embellishment or 1x4 casing on all windows.
 16. Non-residential buildings shall have architectural treatments such as varying roof forms, façade articulation, breaks in roof, walls with texture materials and ornamental details as well as landscaping may be incorporated to add visual interest. Large expanses of blank walls, greater than 25' in length or height, shall be broken up with architectural features such as windows, awnings etc. to reduce visual impacts.
 17. Non-residential building roof features shall include flat roofs with parapet, hip roofs or awnings with metal or canvas material.
 18. Amenities that will serve a particular phase shall be built concurrently with that phase.
 19. Access shall be granted to the Carleton property identified by REID 001329 via an access easement.
 20. All road frontage improvements shall be made in accordance with the approved TIA (diagram showing committed improvements immediately following this sheet).
 21. Streets shall be improved per TOG standards. Each street section shall be improved as follows, Fayetteville Road should be improved to half of a 6-lane thoroughfare with curb, gutter, and a 10' asphalt side path. St. Patrick Dr. and Woodcrest should be improved to half of a major local section with curb, gutter, and sidewalk.
 22. Access shall be provided to Wake County PIN 0790787494.

Overlay Districts: This property falls within the **US 70/401 Thoroughfare (O-70) Overlay District**. This overlay district has additional development standards and use restrictions for properties with frontage along these two corridors. The overlay is explained in Article 4.11 of the UDO. There are several uses that are prohibited or restricted within the overlay district.

Prohibited uses: None of the prohibited overlay district uses are included in the proposed use list provided above.

Prohibited uses adjacent to or within 150 feet of existing residential uses: The following may be expressly included in whole or in part in the proposed use list provided above and are prohibited as noted unless more stringently prohibited by the base zone.

- a. Hotel/motels
- b. Pool halls/bowling alleys only
- c. Bars/night clubs/ABC-permitted private clubs

None of the prohibited overlay district uses within 150 feet of existing residential uses are included in the proposed use list provided above.

Restricted uses with additional standards (site layout, screening): The following may be expressly included in whole or in part in the proposed use list provided above and are restricted by additional standards unless more stringent standards are already required by the base zone or they are not permitted by the proposed use list provided above.

- a. Uses with outdoor storage, display, or goods for sale
- b. Manufactured home sales lots
- c. Motor vehicle sales lots
- d. Automobile service centers
- e. Automobile repair and body shops
- f. Veterinarians or kennels
- g. Truck terminals
- h. Car washes

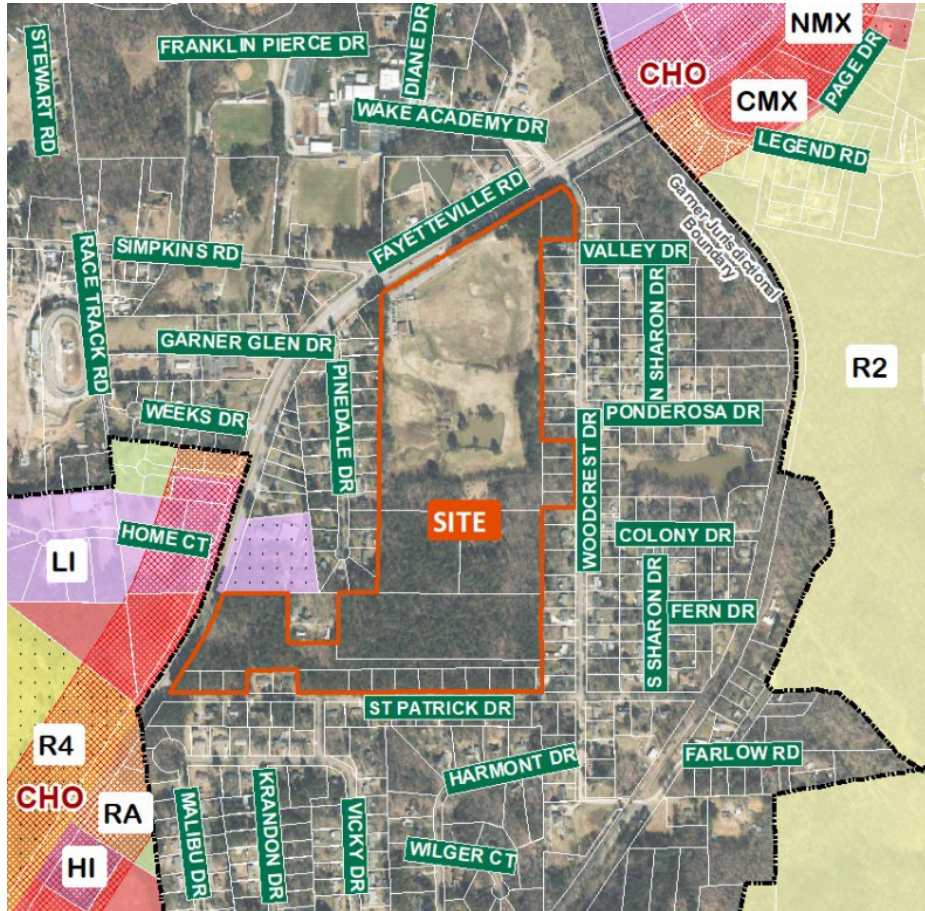
Zoning History: The Planning Department’s rezoning database contains the following rezoning cases in the vicinity of this property. More recent cases are listed below.

Case	Applicant	Location	Zoning Change
CUD-Z-89-3	Longbranch Development Company	Malibu Drive	R-40W & 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, Residential-12 PR C54, Residential-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 LI C268

Adjacent Zoning and Land Use:

North: Wake County R-40W Single Family Residential/ Wake Christian Academy

South:	Wake County R-40W	Single Family Residential / Colonial Heights
East:	Wake County R-40W Garner Light Industrial (LI)	Single Family Residential / Colonial Heights Commercial/ Crown Flooring
West:	Wake County R-40W	Single Family Residential/ Pinedale Acres



IV. COMMUNITY INFORMATION

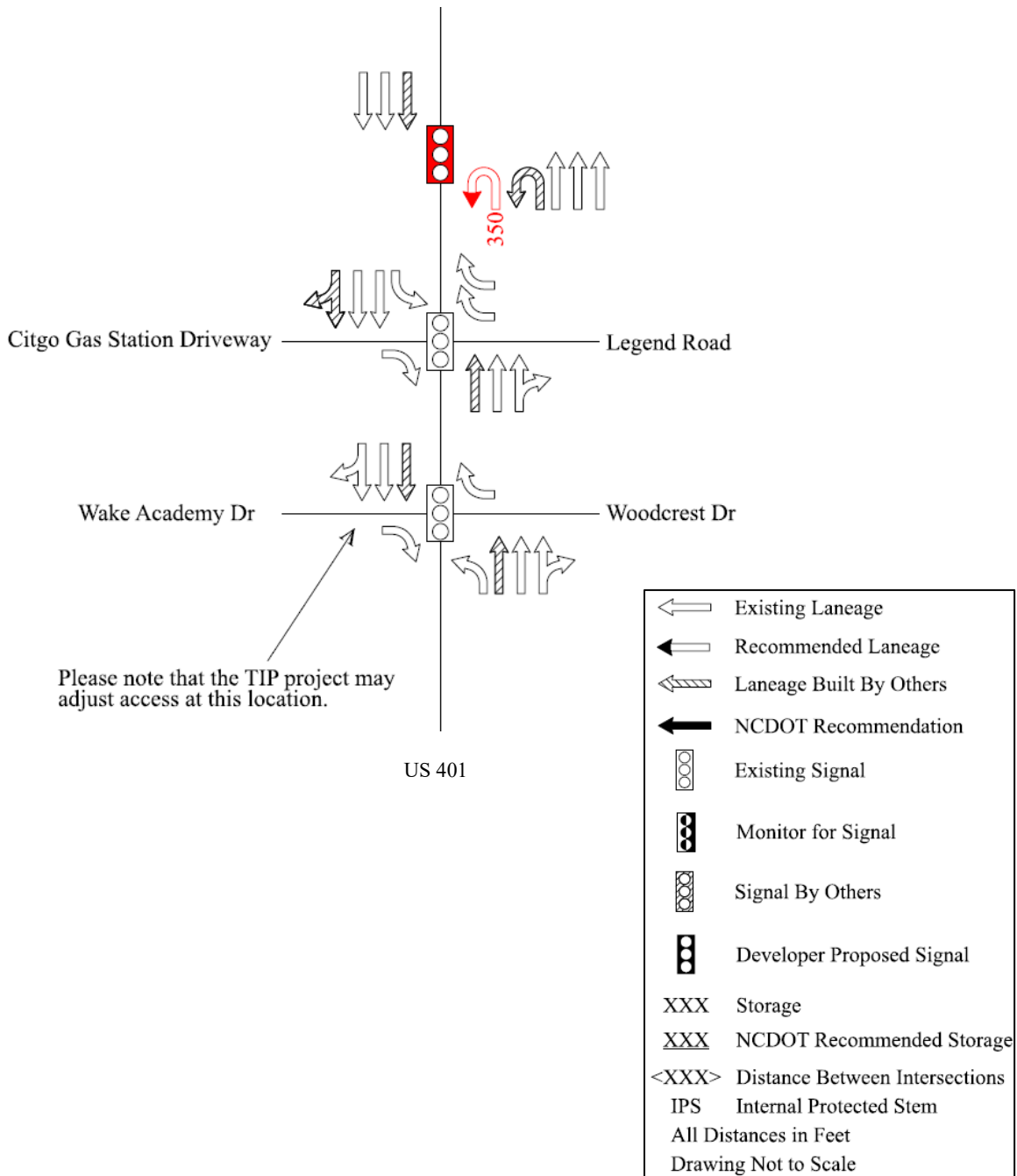
Overall Neighborhood Character: A mixed area of existing county residential subdivision and highway-oriented development. The area is heavily influenced by US 401 as the primary traffic facility in the immediate vicinity.

Traffic: The project will have approximately 1,250 feet along Fayetteville Road at the North property line and 550 feet of frontage along Fayetteville Road at the west side of the property. As general background information only, the NCDOT average daily traffic count history in this area is as follows:

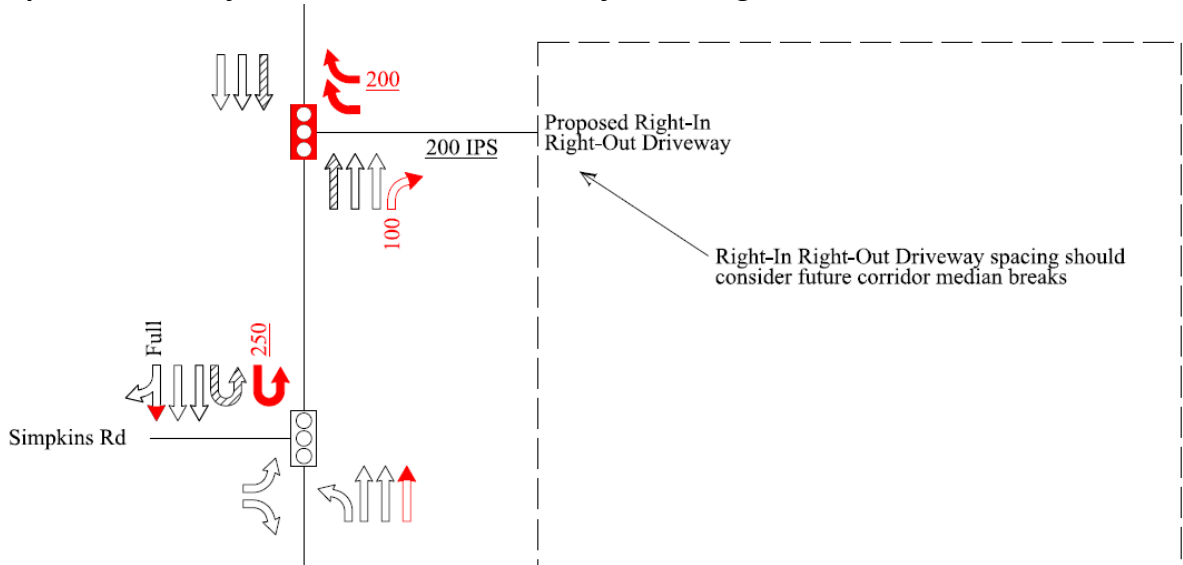
- Year 2011 – 31,000
- Year 2013 – 32,000
- Year 2015 – 33,000
- Year 2017 – 32,000
- Year 2019 – 39,000
- Year 2021 – 29,500

A traffic impact analysis (TIA) was required by both the Town and NCDOT. It was completed in July of 2022, with an additional addendum completed in December of 2022. NCDOT's Congestion Management Unit recommended the addition of multiple signalized points along US 401 (one intersection and two new U-turn locations – *north of Legend Rd. and between Simpkins Rd and St Patrick Dr.*). Improvements also include a second lane for the southbound U-turn at Simpkins Road and full widening of 401 from just north of Simpkins to a point south of the new southernmost signal (addition of the third travel lane along both directions). Please note that the UDO will also require widening of northbound US 401 along the project's frontage as well – likely resulting in the full northbound 3-lane section from St. Patrick Drive to Woodcrest Drive with dedicated right-turn lanes as required.

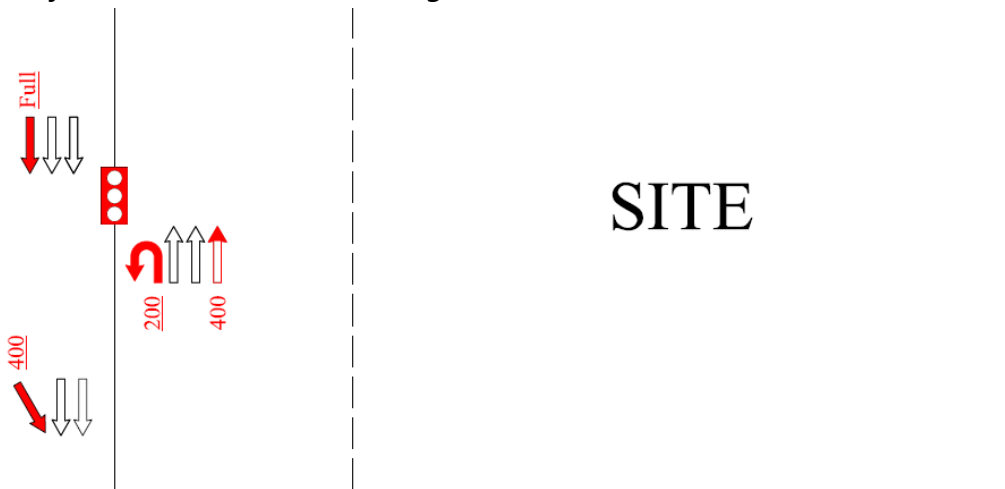
Improvements North of Site along US 401:



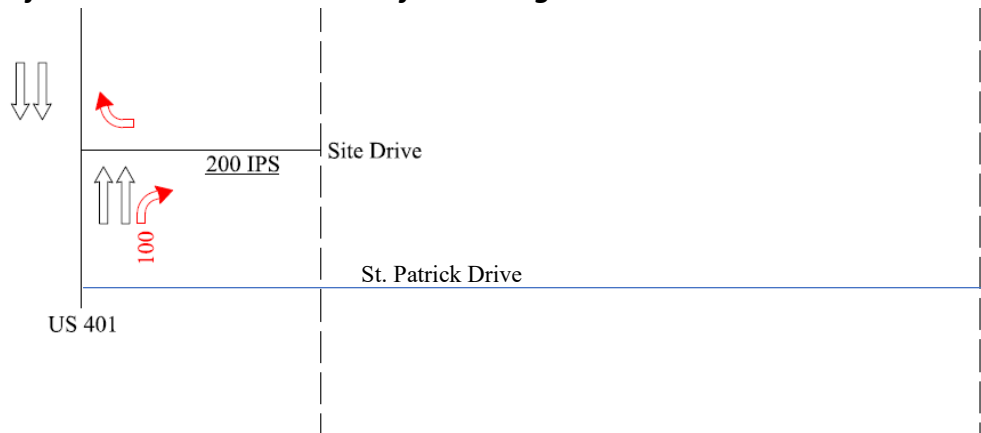
Improvements Adjacent to Northern Portion of Site along US 401:



Improvements Adjacent to Pinedale Area along US 401:



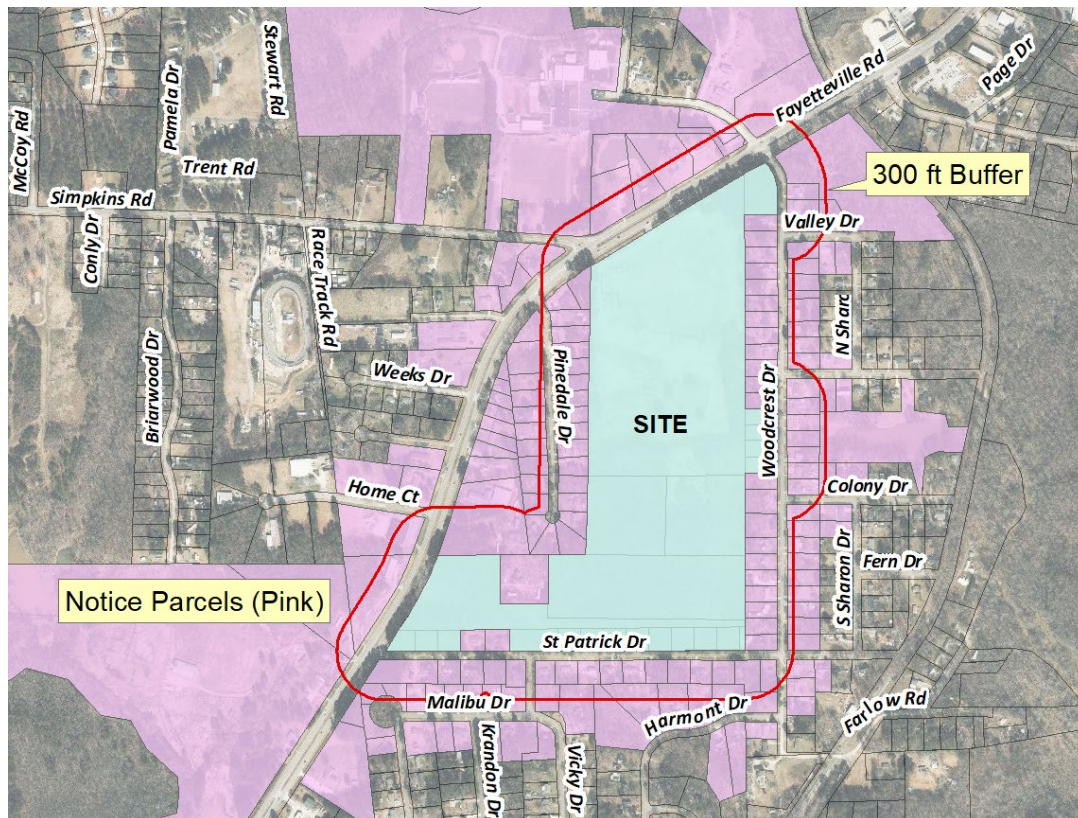
Improvements Adjacent to Southern Portion of Site along US 401:



Neighborhood Meeting: A neighborhood meeting was held May 16, 2022, at 6:00 PM in the Garner Senior Center. There were approximately 40 people in attendance.

Neighborhood Meeting Summary: There were questions regarding the housing products being offered, stream and water quality, landscape buffers and screening, open space, street connections, utilities, 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.



Supplementary Neighborhood Meeting: Although not required, the applicant held a second neighborhood meeting on March 14, 2023. There were approximately 20 people in attendance.

Neighborhood Meeting Summary: There were questions regarding buffer widths, building heights and sizes, DOT approvals, the traffic impact analysis, parking, drainage and impervious surfaces, utility service, overall numbers of dwelling units, timelines, commercial uses, and an adjacent septic field.

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

V. PLANNED DEVELOPMENT PROJECT DATA

Acreage: 72.24 +/- acres

- Residential: 68 +/- Acres
- Commercial: 5 +/- Acres

Note: UDO requires all residential to be built or guaranteed prior to non-residential areas being occupied (Section 6.11.D.).

Units/Bldg. Size:

Land Use	Percentage	Maximum Units/SF Allowed
Single-Family Residential	25-40%	250-300 units
Multi-Family Residential	30-45%	400-500 units
Commercial, Office & Retail	4-10%	45,000 sf
Open Space	25%-35%	-

Master Plan:



Buildings:

Sampling of elevations (units on individual lots):

FOUR UNIT TOWNHOUSE ARCHITECTURAL DETAILS

RENDERINGS

*Elevations are conceptual and subject to change.



*Landscaping shown is not representative of 401 Crossings landscaping. Landscaping and foundation plantings will be native and locally adaptive plant material.

SIX UNIT TOWNHOUSE ARCHITECTURAL DETAILS

RENDERINGS

*Elevations are conceptual and subject to change.



*Landscaping shown is not representative of 401 Crossings landscaping. Landscaping and foundation plantings will be native and locally adaptive plant material.

Cottages on common lots:

COTTAGE COURT ARCHITECTURAL DETAILS

RENDERINGS

*Elevations are conceptual and subject to change.



*Landscaping shown is not representative of 401 Crossings landscaping. Landscaping and foundation plantings will be native and locally adaptive plant material.

MULTI-FAMILY ARCHITECTURAL PRECEDENT

4-5 story product – will require elevators per building code.



Lots and Setbacks:

Perimeter setback: A minimum 25-foot setback along the entire development perimeter is required, except where single-family residential lots of the standard required square footage of the district in which they are located, abut similar single-family development.

The setback from any street bordering the PUD tract is 35 feet unless a greater setback is required by the UDO.

As envisioned in the master plan drawing, all perimeter setbacks are at least double the minimum required.

Building separation: A minimum separation between single-family and multifamily buildings of 60 feet is required.

Landscape and Buffer Requirements:

Tree Canopy Cover:

- Residential: Sliding scale from 18-20% to be met
- Commercial: Sliding scale from 12-14% to be met

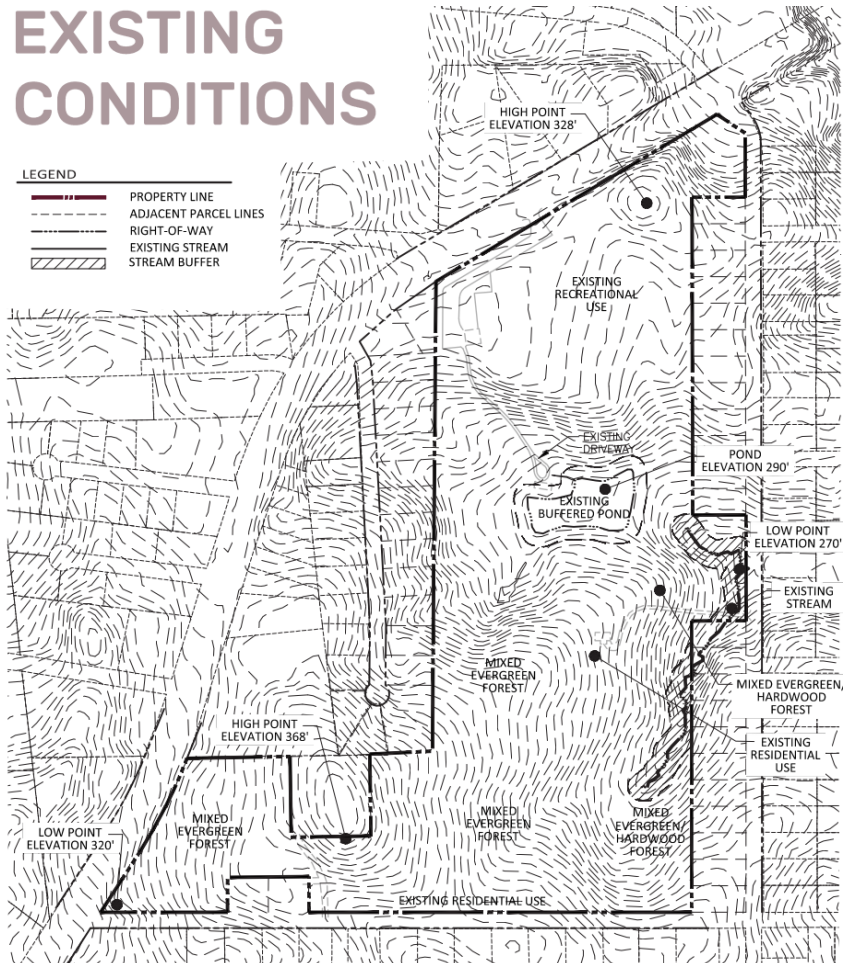
Perimeter Buffers:

- A 25' perimeter buffer required, however a minimum 30' perimeter buffer will be provided.
- A 7.5' street buffer required along US 401.
- Screening and buffering between uses within the PUD shall be in conformance with Article 7.

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

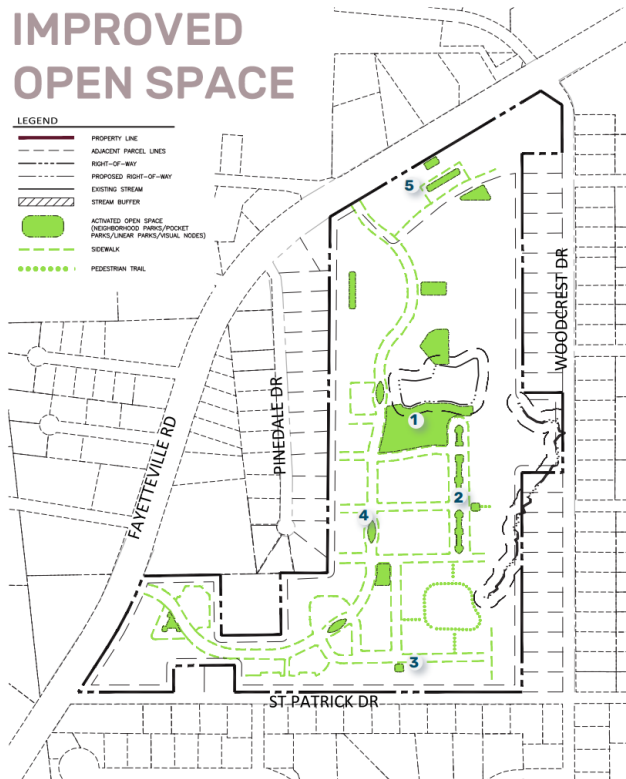
Environmental Features:

There are no FEMA designated floodplains on site. There is an existing pond near the center of the site along a stream that is proposed to remain. The stream below the pond and another branch to the south have riparian zones and will be buffered as shown below.



Parks and Open Space: *Open Space*

- Total open space required: 25%
 - Total open space planned: PUD envisions 25-30% open space.
- Open space areas will be maintained by an HOA or property manager. Required open space will be met with a combination of qualifying conservation areas and recreation space. Recreation space (shown as improved open space below) will include a neighborhood amenity, linear pocket park, pocket park, landscape nodes, and a commercial open space area.

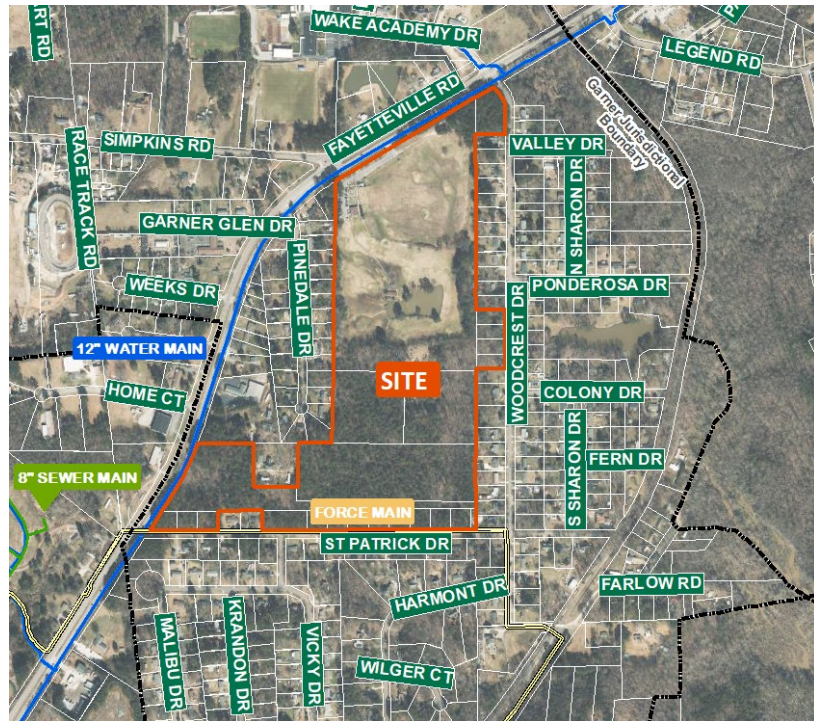


Lighting: To meet UDO requirements.

Infrastructure: *Stormwater Management* – 401 Crossing is a mixed-use development that is 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. The development plan proposes four stormwater control measures (SCMs). These SCMs shall satisfy all water quality and water quantity requirements at this site for nitrogen and will be required to detain the 1-, 10-, and 25-year storm events.

Water/Sewer – The site will be served by City of Raleigh water and sewer infrastructure. The proposed water system will comply with section 8.4.7 of the UDO and the City of Raleigh Public Utilities Handbook. A connection will be made to an existing water main in Fayetteville Road (US 401), and a water main will be extended along the property frontage on St. Patrick Drive. For the frontage along Woodcrest Drive, a fee-in-lieu will be paid for a future water extension. Fire Hydrants will also be provided in accordance with Section 8.4.9 of the UDO.

The proposed sanitary sewer system will comply with Section 8.4.5 of the UDO and the City of Raleigh Public Utilities Handbook. The sanitary sewer system shall be designed to collect all wastewater from the site and directed off-site to a proposed sanitary sewer outfall that will extend from the eastern boundary of the site to a 24-inch outfall currently under construction at Rollman Farms.



Transportation/Access – The project will have two primary points of access on US 401 and one additional fire/emergency access, which has been coordinated with the Town’s Fire Inspector. Roadways in the residential portions of the site will be private. Additional minor points of access are anticipated along the commercial frontage, subject to NCDOT approval. Access has been coordinated with the adjacent land-locked Carleton property identified by REID 001329 via an access easement. Additional pavement, curb, gutter, and sidewalks will also be required along the frontages.

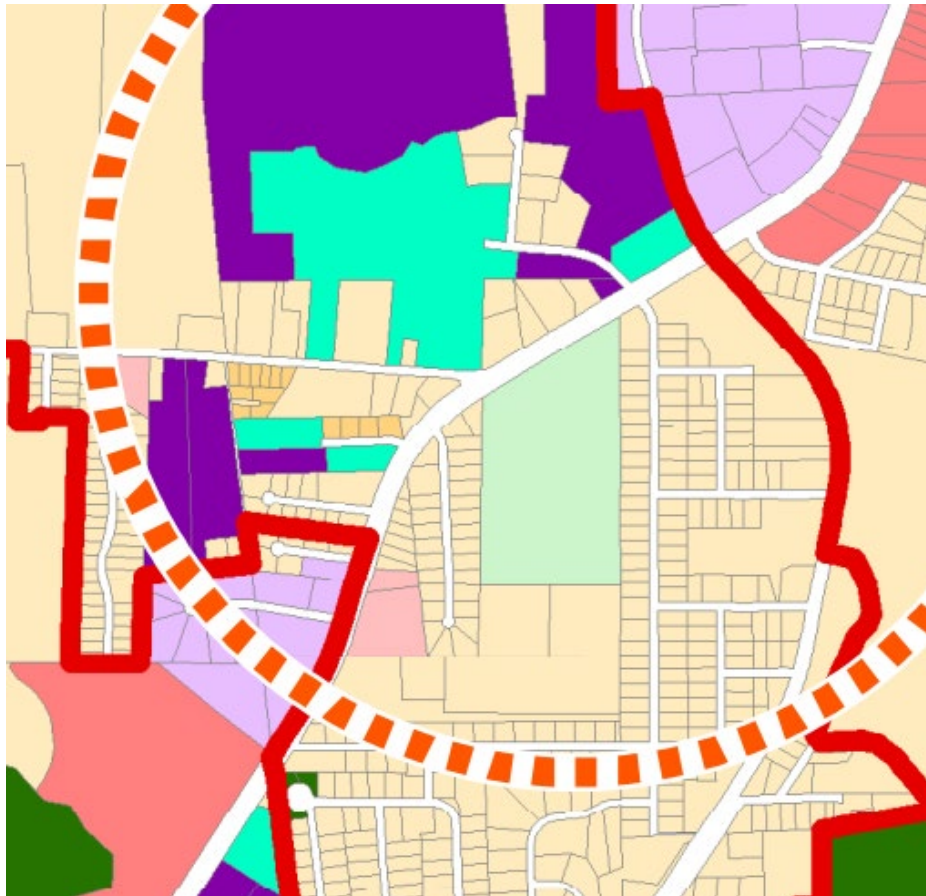
VI. PLAN CONSISTENCY

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.

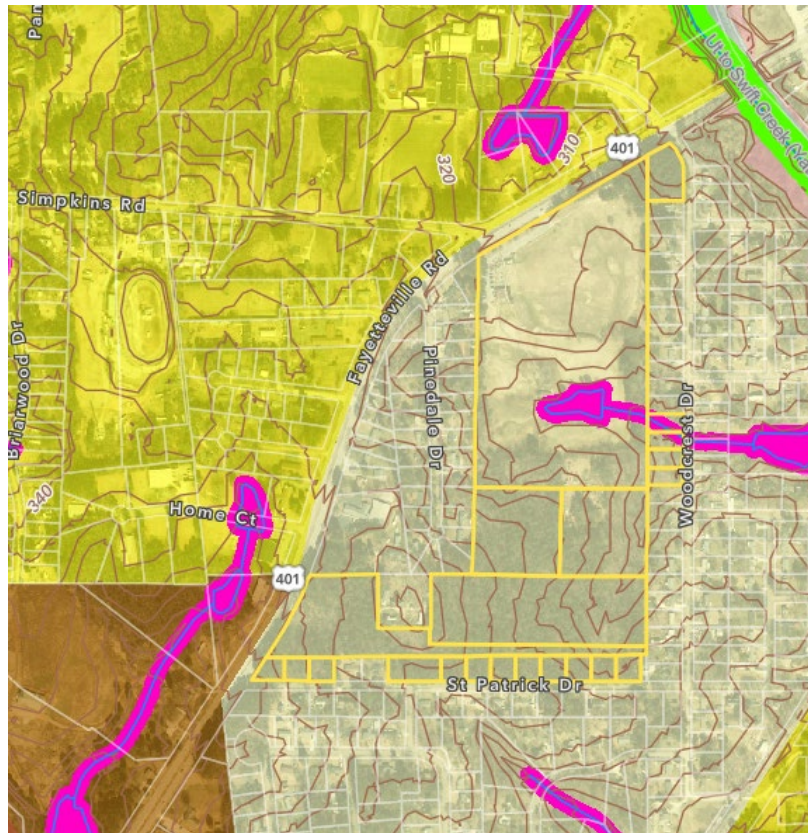
Staff offers that the Planning Commission should review consistency with the following plans:

- 2018 Garner Forward Comprehensive Plan
- 2010/18 Garner Transportation Plan
- Parks, Recreation, Greenways and Cultural Resources Master Plan
- Swift Creek Land Management Plan

Preview of 2018 Comp Plan's Future Land Use Map: (site is currently designated as a mix of active recreation [*green*] and low-density residential [*light orange*], but within a commercial focus area of change {*red dashed circle*}):



Preview of SCLMP: (site is designated Existing Urban Non-Compliance – residential density maximums are controlled by the underlying zoning and impervious surface limits may be increased to 70% with the 1” of rainfall detained.)



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 recommends that once the Town Council has heard comments, concerns, and questions from the public that Conditional Zoning request CZ-PD-22-03 be referred to the Planning Commission for their review and recommendation regarding plan consistency.

May 2, 2022

RE: Neighborhood Meeting – 401 Crossing

Dear Property Owner,

On behalf of the owners of 0 Woodcrest Dr (PIN 0791902864), 5828 Woodcrest Dr (PIN 0790889826), 0 Pinedale Dr (0790884847), 0 St Patrick Dr (PIN 0790885319), 0 Fayetteville Rd (PIN 0790785341), 1912 St Patrick Dr (PIN 0790780066), 1910 St Patrick Dr (PIN 0790781096), 1904 St Patrick Dr (PIN 0790783046), 1808 St Patrick Dr (PIN 0790788067), 1714 St Patrick Dr (PIN 0790881017) 1708 St Patrick Dr (PIN 0790882057), 1700 St Patrick Dr (PIN 0790883098), 1612 St Patrick Dr (PIN 0790885048), 1610 St Patrick Dr (PIN 0790886087), 1604 St Patrick Dr (PIN 0790888028), 1600 St Patrick Dr (PIN 0790889068), 1518 St Patrick Dr (PIN 0790981008), 1514 St Patrick Dr (PIN 0790981161), 0 Woodcrest Dr (PIN 0790992175), 0 Woodcrest Dr (PIN 0790992265), 0 Woodcrest Dr (PIN 0790992386), 0 Woodcrest Dr (PIN 0790992476), and 5715 Fayetteville Rd (PIN 0790897596), I would like to invite you to attend a neighborhood information meeting concerning the development of said property. Specifically, SLI Capital and GTIS Partners has requested a rezoning of said property from R-40 Single Family (40,000 s.f. lots) to Planned Unit Development (PUD) to allow for the development of both commercial businesses and residential. The meeting details are as follows:

May 16, 2022
6:00-8:00PM
Garner Senior Center
205 E Garner Road
Raleigh, 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 be in attendance at this meeting. 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 speak with someone regarding the proposal, please feel free to contact me at 919-610-7377 or holloman@mcadamsco.com. We look forward to seeing you at the meeting.

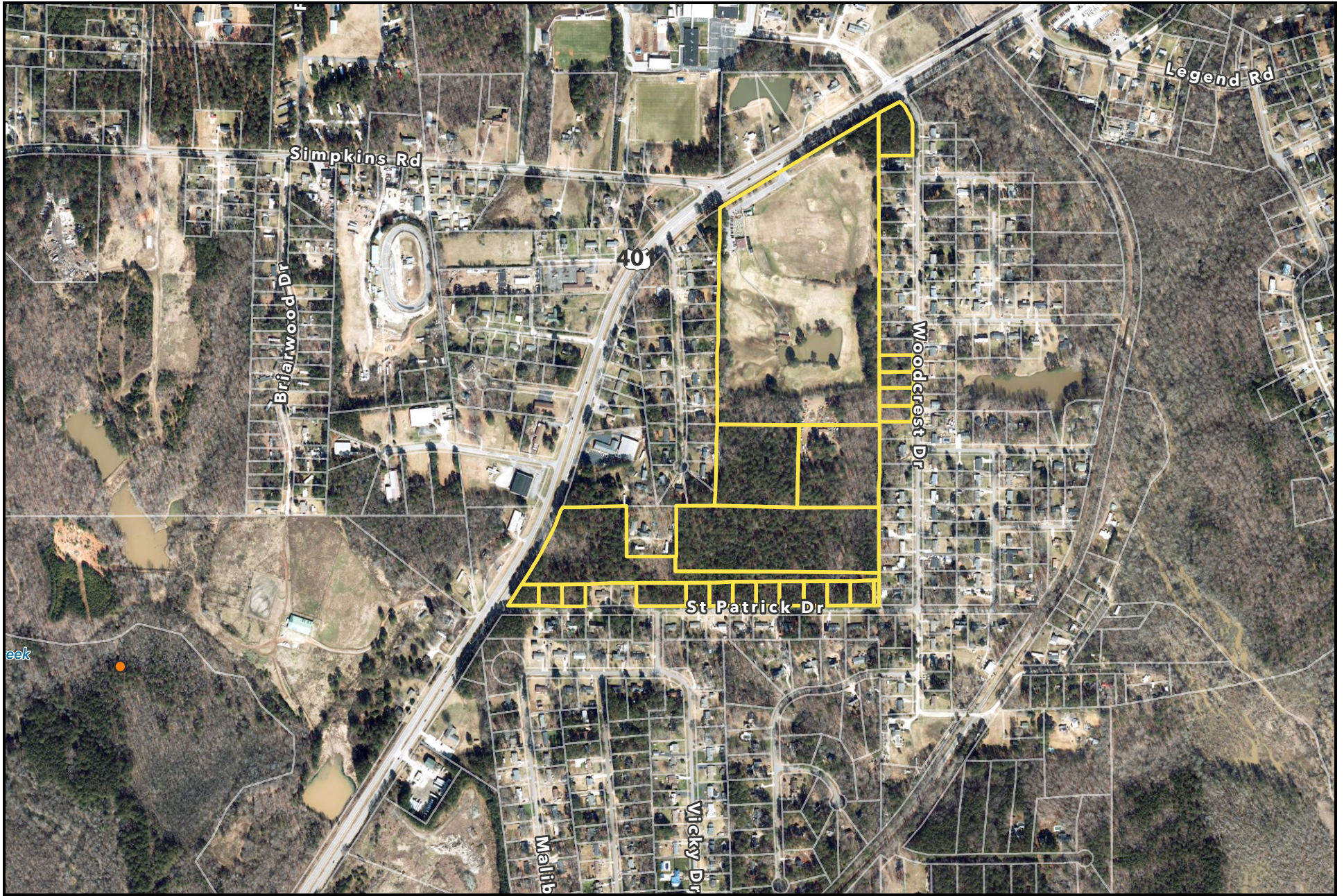
Sincerely,

MCADAMS

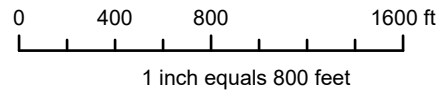
A handwritten signature in black ink that reads "Laura Holloman". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Laura Holloman, AICP

Sr Planner, Planning + Design



401 Crossing Map



Disclaimer
 iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.

Neighborhood Meeting Sign-In Sheet

Name	Property Address	Email
Heide Rumble	5702 Woodcrest	heide.rumble@gmail.com
Jane + Michael Steffens	1409 St Patrick	janeaustin123@hotmail.com
Morgie Eutsler	1704 Pinedale Dr.	Margaret.eutsler@gmail.com
Carlton & Gail Whitaker	5921 Fayetteville Rd - St. Patrick Dr.	CARLTON@gmail.com
Joyce + RALPH RACKLEY	6204 MALIBU DR	RPRACKLEY@YAHOO.COM
Gary & Shannon Franks	5626 Fayetteville Rd.	gsfranks@nc.rr.com
Adam Black	5618 Woodcrest Dr.	audioadam@gmail.com
Billy Tomlinson	5833 Woodcrest Dr.	GIANNY AND PAPA 7@gmail.com
Jack & Serena Matthews	1812 Pinedale Dr.	Jackserena4@aol.com
Michael + Ineva Sturgill	1712 Pinedale Dr	msturgill@windspring.com
Greg Anex	5931 Woodcrest Dr	greganex@gmail.com

Neighborhood Meeting Sign-In Sheet

Name	Property Address	Email
Anna G. Collins	6113 Vizky Drive Raleigh, NC 27603	chunterc@nc.rr.com
CORA LEE ADAMS	1613 ST. PATRICK	ADAMS1613@HOTMAIL.COM
Rose Carroll	1715 St. Patrick Dr. Raleigh, NC 27603	mrcarl@bellsouth.net
CROWELL ROBERSON	6212 Malibu Dr Raleigh NC 27603	crosroberson@yahoo.com
David Smith	1913 ST. Patrick Dr. RALEIGH, NC 27603	DavidLSmith5000@gmail.com
Evelyn Clowers	1517 St. Patrick Dr. Raleigh, NC 27603	esclowers@aol.com
Linda Morrow	1520 Har mont Dr Ral N.C. 27603	Linda Morrow
WALTER Oberholtzer	5607 Woodcrest Dr. RAL. NC 27604	
STEPHEN Ashby	1605 Pinedale Dr	STEPHENASHBY13@gmail.com
CHELSEA ASHBY	5405 FAYETTEVILLE DR.	
BRADLEY MORROW	5908 WOODCREST DR	BRAD27511@GMAIL

Neighborhood Meeting Sign-In Sheet		
Name	Property Address	Email
CASEY NESBITT	1709 Pinedale	caseynesbitt@gmail
Art Cielo	1701 Pinedale	Art@Blueoakinvesting.com and Wes@Blueoakinvesting.com
Melvin Watson	5942 Woodcrest	MWatson5@bellsouth.net
GAUL Johnson	5914 S. Sharon	gjohnson 1227@ NC.RR.com
Kim + Mike Brumbles	1716 Pinedale Drive	Ksbrumbles@gmail.com mikebrumbles@icloud.com
Nathan Thomas SE	5938 Woodcrest Dr.	nathanthomas110@gmail.com
SETH PENNY	5819 Woodcrest Dr, plus 4 ACRES	WORLD PENNY FAMILY @ GMAIL DOT COM 919-772-0664 919-250-7889 cell
Klein, Susan	1401 Valley Dr Raleigh NC	AFTER DARK 2015 @ Gmail 631-7644633
Kevin & ERICA Adams	5703 N. Sharon Dr Raleigh NC 27603	KEADAMS429@ATT.NET 919-255-0040
LYNSIE + RYAN BARNES	5712 WOODCREST DR RALEIGH, NC 27603	WILLIAMS.LYNSIE@GMAIL.COM (919) 607-5929
Emily Waters	1903 Saint Patrick Dr Raleigh, NC 27603	ncwaterse@ gmail 919.534.5504

Neighborhood Meeting Sign-In Sheet

Name	Property Address	Email
Hsiang-Ting Yen	1709 St Patrick	w06sharon@gmail.com
Nathan Blanton	Dr. Ralyh	nathan-blanton@gmail.com

401 Crossing 5/16 Neighborhood Meeting Minutes

Presenters: Laura Holloman, McAdams
 Michael Birch, Longleaf Law Partners
 Melanie Rausch, McAdams
 Bryan Kane, SLI Capital
 Bill Mumford, GTIS Partners
 Andy Kerkhoff, GTIS Partners
 Robert McCall, GTIS Partners
 Macklin Grant, GTIS Partners
 Nathaniel Tauber, GTIS Partners

Meeting Start time: 6:00

- Michael Birch introduced the team and gave an overview of the meeting topics of discussion.
- Mr. Birch described the rezoning process and the stage of that process the project is currently in.
- Laura Holloman presented both the vicinity map displaying the project area, and the existing zoning, and explained the annexation process. Ms. Holloman clarified that this project's annexation will not mean surrounding properties will be annexed.
- Ms. Holloman continued to present the Garner Forward Future Land Use Map and explained the commercial identification on the future land use map.
- Ms. Holloman displayed the project's Land Use and Open Space Map and explained the circulation and proposed land uses. Ms. Holloman explained the 30-foot buffer that is proposed and expressed the possibility of pedestrian connections if the neighbors would prefer it.
 - The neighbors did not express interest in pedestrian connections.
- Neighbor Question: What type of homes will be in the single-family area?
 - Laura Holloman: A new concept of for-rent product both single story detached and townhomes.
- Ms. Holloman displayed the circulation map depicting both circulation and delineated public and private roads.
- Neighbor: Will there be any section 8 housing in this neighborhood? – Bryan Kane responded: No sir.
- How would you compare these prices to areas of Raleigh? – Bill Mumford responded: High end rental housing for young professionals.
 - Likely \$2 per sq foot.
- How many units? -Mr. Birch responded around 650-700 units.
- What's the height? -Mr. Kane: apartments: 3-5 stories, townhomes: 2 stories, and cottage homes: 1 story.

- Are we looking at \$500,000 equivalent homes? -Bill Mumford responded that is possible.
- Neighbor expressed concerns of both water contaminating wells, and not being able to vote for the representatives who will ultimately be voting on the rezoning.
- Neighbors expressed concern that water contamination is a major concern due to being on well water.
- Neighbor expressed concern over streams being contaminated and that effecting water quality in wells.
- Neighbor expressed concern over water quality especially considering Harris Crossing construction has caused Harris Lake to contain sediment when it did not before.
- Neighbor stated Arvin Oil Company has contaminated water and Wake County is checking every 6 months for contamination on the western side of 401.
- Neighbor asked about storm water control and expressed concern over current flooding. Laura Holloman explained the stormwater measures that are required by the town that would adequately address flooding issues.
- Neighbor asked: Has the property been sold and are they going to remove underground tanks existing on the property? Bryan Kane responded: Yes, we will work with the state and are required to perform an environmental analysis to ensure we clean it out correctly. Neighbor expressed frustration that the analysis was not included with the neighborhood meeting information.
- Neighbor asked about the buffer requirements. Laura explained the buffer requirement of 25 feet, and the proposed buffer of 30 feet and overviewed the tree canopy requirement.
- Neighbor question: Can open space include parking lots? Bryan Kane: No
- Neighbor expressed that renters are not desired, and they bought in this neighborhood because they wanted to be able to own their own homes and live in a neighborhood where others have also bought their own homes.
- Neighbor expressed concerns over the sheer volume of people trying to come and go and how that will affect traffic. They Expressed concern over residents cutting through behind the commercial parcel from Woodcrest Dr to access their neighborhood.
- A resident asked if the street connection on St Patrick is required. Bill Mumford stated that is up to NCDOT, however, if possible, we will connect straight out to 401 and not connect to St Patrick.
- Neighbor asked about the difference between the private and public streets regarding connections. Laura Holloman explained the only connection points are on 401 and St Patrick Drive.
- Neighbor asked about running St Patrick connection out to 401 instead. Bryan Kane stated that he certainly would like to, but DOT ultimately will decide if he can do that.
- Neighbor asked if any existing trees would remain. Bryan Kane and Bill Mumford stated some will remain and some will be new plantings.
- Neighbor asked: Current zoning is RW-40 meaning it is in a watershed, how does that work? Ms. Holloman explains the difference between a critical watershed and a watershed.
- Neighbor asked: Will it be underground electric lines? -Bill Mumford responded yes. Neighbor requested developer run their power lines underground as well.

- Neighbor asked in 10 years will you sell the lots? -Bryan Kane responded he may resell in 10 years, but he has not planned to do it that way. Bill Mumford added that this will be leased by a professional management company that will be responsible for maintenance.
- Neighbor concerned that this development would ruin the small private feel that is great about this neighborhood.
- Neighbor asked: What specific commercial businesses are you thinking about? Bryan Kane: Food or service-based businesses.
- Neighbor asked: How are you going to get a pump station? Laura Holloman: We are still working on the logistics of sewer and working with the City of Raleigh Water to figure out a solution to make this sewer work. Bryan Kane responded: We are not sure and are working through this with City of Raleigh now.
- Neighbor concerned about traffic into Wake Christian Academy that is clogging the road already.
- A neighbor expressed the apartments are the problem with the proposed project.
- Neighbor expressed the danger of turning out of St Patrick Drive, and he would like access to connect to his property if possible. Mr. Kane responded he will coordinate with him on access.
- Neighbor asked: What kind of business are going to be in the commercial area? Will it be something that the community can benefit from? Bryan Kane: That is what we would like.
- Resident: How will you be grading the commercial area? Currently there is a tree line with the hill. How will you be tackling that? Bryan Kane: We can certainly try to preserve that existing tree line. Bill Mumford added NCDOT may have a say in that.
- Have you heard anything about improvements from DOT? Bryan Kane expressed that he has not heard yet.
- Neighbor expressed concerns over two stoplights close together.
- Bill Mumford responded that this will all be accounted for through the TIA process.
- Michael Birch explained how long the process takes to be able to begin to break ground and that this project is in the very early stages. Therefore, you are seeing a very preliminary version of the project.
- Neighbor stated: Five stories are downtown Raleigh, why are you going to 5?
- Neighbor expressed concern over not having representation.
- Neighbor asked: How will this effect these neighboring properties values? Michael Birch: the value of property is judged against the sales of single family homes in the area.
- A neighbor asked who is the principal buyer? Bryan Kane stated he is.
- Neighbor expressed concern over access coming from Woodcrest Dr into the commercial component and that bringing a lot of activity into the entrance onto Woodcrest.
- Neighbor expressed desire to build a few nicer homes for sale fronting Woodcrest to be incorporated into the Woodcrest neighborhood.
- Neighbor asked: Will the lots remain, or will it be one large lot? Bill Mumford: It will be one large lot.
- Have you thought about Old Stage Rd for a crossing? -No.
- Is there a way to cut off access from behind commercial parcel accessing Woodcrest? -Bryan Kane and Bill Mumford said we can certainly look into that.
- Could you leave the corner lot on the commercial development alone? Bryan Kane: We could look into something on that parcel to buffer.

- Neighbor asked to see mockups to better visualize the design.
- Neighbor asked what other examples of something like this do you have we can look for? Bill Mumford responded we have some in Phoenix, and some in Charlotte, but this is still a new product.
- Neighbor expressed concern on the impact to 401 from the Buffalo Rd property.
- Neighbor expressed that the commercial area should be something that benefits the community like a coffee shop or restaurant.
- Neighbor expressed concern over apartments being able to look into his backyard. Michael Birch explained the buffer and how the distance between lot line and placement should circumvent that concern.
- Neighbor asked if new construction will look similar to existing homes surrounding area?
- Neighbor expressed concern over the possibility of endangered mussels in the creek.
- How long will construction last? -Mr. Kane responded: Approximately 30 months.
- Neighbor asked: Why are they all rental properties?
- Resident expressed concern over cookie cutter developments. -Bryan Kane stated they are putting designs together now that the planning department has requested.
- Resident requested a copy of the sign in sheet so they can see who all attended.
- Resident asked about an approximation of when this may go before the Planning Board. - Michael Birch stated that this will be in front of the Planning Board probably in 3-4 months.

Meeting End time: 8 pm

March 1, 2023

RE: Neighborhood Meeting – 401 Crossing

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March 14, 2023
6:00-7:00PM
Avery Street Recreation Center Multipurpose Room
125 Avery Street
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 be in attendance at this meeting. 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 speak with someone regarding the proposal, please feel free to contact me at 919-610-7377 or holloman@mcadamsco.com. We look forward to seeing you at the meeting.

Sincerely,

MCADAMS

A handwritten signature in black ink, appearing to read "Laura Holloman", with a long horizontal flourish extending to the right.

Laura Holloman, AICP

Team Leader, Planning + Design

401 Crossing Planned Unit Development Rezoning

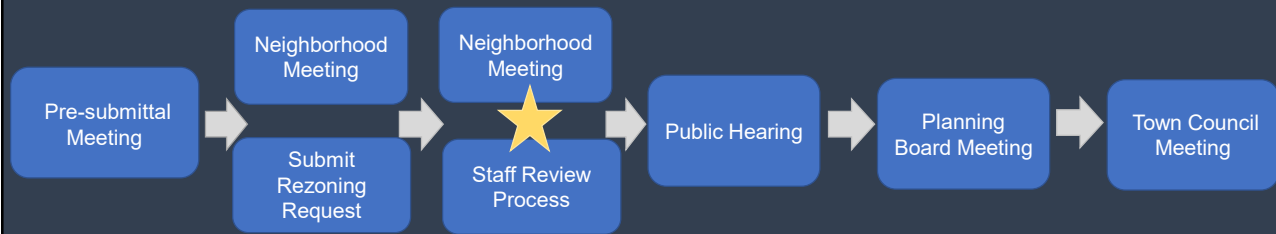
March 14, 2023

Neighborhood Meeting



1

Rezoning: The Process



*Preliminary Development Plan & Construction Drawings must also be approved before construction can begin



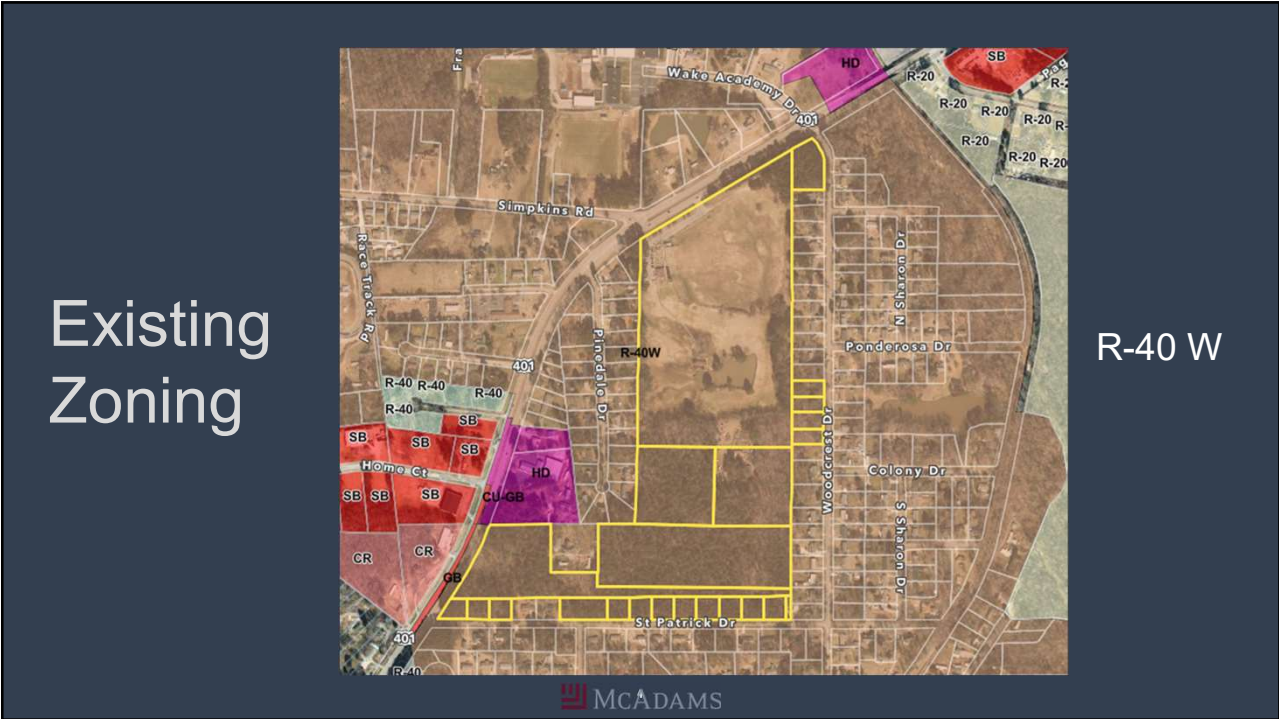
2



Project Site

MCADAMS

3



Existing Zoning






R-40 W

MCADAMS

4

Garner Future Land Use Map

Focus Areas of Change

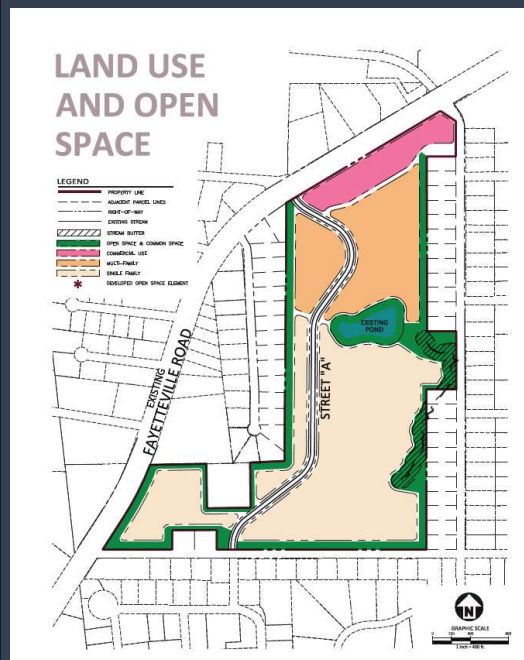
-  Commercial
-  Employment
-  Mixed-Use
-  Proposed I-540
-  Extraterritorial Jurisdiction



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5

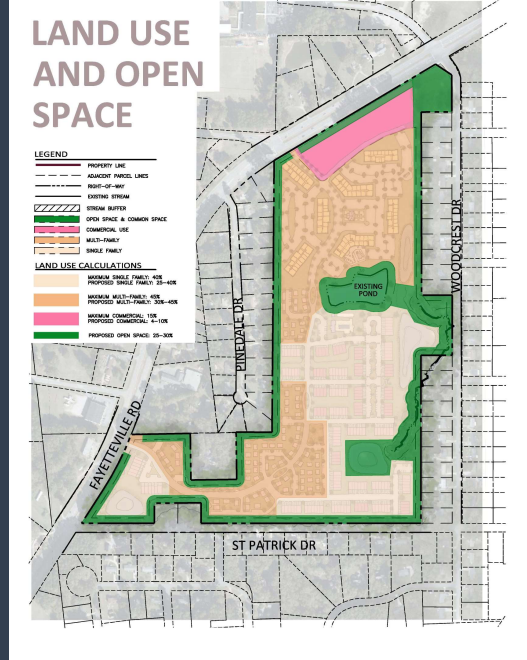
Initial Proposed PUD Elements



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6

Current Proposed PUD Elements



Concept Plan



7

Proposed Elevations- Cottages



MCADAMS

8

Proposed Elevations- Townhomes



MCADAMS

9

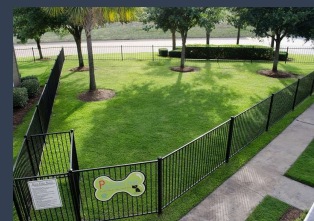
IMPROVED OPEN SPACE



OPEN SPACE + AMENITIES 33

MCADAMS

Proposed Open Space



10

Neighborhood Meeting Sign-In Sheet

Name	Address	Email
* Sharon Smith no letter	1913 St. Patrick Dr. Raleigh, NC 27603	sbsmith7@gmail.com
Kewin Adams	5703 N. Sharon Dr. Raleigh NC 27603	ADAMSK@ATIUSA.COM
Jane + Michael Steffens	1409 Saint Patrick Dr Raleigh, NC 27603	jane.austin123@hotmail.com
* MARK WILSON	5708 Woodcrest Dr Raleigh NC 27603	mawilson06@yahoo.com
LYNSIE BARNES	5712 WOODCREST DR RALEIGH, NC 27603	WILLIAMS.LYNSIE@GMAIL.COM
* Heidi Rumble got letter	5702 Woodcrest Dr. Raleigh NC 27603	heide.rumble@gmail.com
Anna Collins	6113 Vicky Drive Raleigh, NC 27603	Chunterc@nc.rr.com
Joe Mili//o (No letter)	1717 Pinedale Drive Raleigh NC 27603	mili//ojoe@gmail.com
Nathan Blanton (no letter)	1709 St. Patrick Dr Raleigh, NC 27603	nathan.blanton@gmail.com

Neighborhood Meeting Sign-In Sheet

Name	Address	Email
Seth Penny	1302 Colony Dr. Rd. 27603	pennyfamily1302@gmail.com
Pam Byars	1324 Colony Dr.	pbyars@nc.rr.com
W.S. Oberholtzer	5607 Woodcrest Dr.	oberholtzer71@gmail.com
Shirley Brewer	1604 Pinedale Dr.	
Margaret Eutsler	1704 Pinedale Dr.	
Peter & Nancy Hearn	6128 Ricky Dr	PH725@yahoo.com
Michael Sturgill	1712 Pinedale	MCSTURGILL@MENDSPRING.COM
Herbert Garrett	5714 N. SHAEON Dr. Raleigh, NC 2760	garrett.glenn@gmail.com
* MARK Wilson	8316 Crowder Rd Raleigh NC 27603	mawilson06@yahoo.com

401 Crossing Neighborhood Q&A

Question about the width of the buffer: Developer responded that it will be 25'.

Question asked about the proposed height of commercial uses: Developer responded that it should not be more than one story

Question about DOT road approvals and what would happen if DOT does not approve the transportation proposals. The developer stated that what is proposed is what DOT has suggested and directed the project towards.

Question about the size of the townhomes: The developer responded that they will be 2- story and no more than 1900sf.

There was a lot of concern across the attendees about whether or not TIA had be submitted. The developer team provided a copy of the TIA to attendees who asked to receive one and provided an email address on the sign in sheet.

Question about how the cottage unit will be parked? The developer responded that they will use surface parking and the townhomes will have garages.

Question about how drainage will be handled: The developer highlighted the SCMs proposed on the concept.

Question about where water and sewer will come from: The developer responded that they will be using existing water from 401 and meeting with CORPUD to determine the sewer capacity and the least impactful location.

There was significant debate about the amount of impervious surface proposed and how the Swift Creek rules are administered.

The developer noted that access on St. Patrick that shown on a previous plan had been removed and that there would be trees along buffer areas.

Question about how many units would be built: The developer responded that around 700 units were planned.

Concerns were raised about the traffic impacts from that amount of development, which the developer acknowledged and then referred to the TIA.

Concern was raised about a septic field on the other side of the property line. The developer noted this concern and stated that they would look into it and make note of it.

Question was raised about the type of commercial uses expected for the commercial area: The developer responded that they were planning for retail and dining primarily.

Question about the timeline moving forward: The developer responded that the rezoning process was not finalized, after that there would be a site plan process and that it would likely be at least 12 months after zoning approval before dirt would be moved on the project.

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023 <input type="text"/>		
Subject: Downtown Development Project with LMG Garner LLC		
Location on Agenda: Old/New Business <input type="text"/>		
Department: Administration		
Contact: Terri Jones, Town Attorney		
Presenter: Terri Jones, Town Attorney		
Brief Summary: An amended Memorandum of Understanding (MOU) is necessary to continue exploring options for a downtown development project on Town property as a mixed-use public-private project to include new retail space, new housing units, and additional parking.		
Recommended Motion and/or Requested Action: Authorize Town Manager to execute the Amended and Restated MOU		
Detailed Notes: The Town and LMG Garner LLC entered into a prior MOU on July 31, 2021, and a Master Development Agreement on May 17, 2022, for the development of a new mixed-use building adjacent to the Garner Recreation Center. Due to escalating construction prices and increased financing costs, the designed project was not feasible. LMG Garner LLC is willing to explore a different development concept subject to an amended MOU.		
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:		
Finance Director:		
Town Attorney:	TJ	
Town Manager:	RD	
Town Clerk:		

**Amended and Restated
Memorandum of Understanding
between the Town of Garner and LMG Garner LLC**

This Amended and Restated Memorandum of Understanding (“MOU”) is effective as of the ____ day of _____, 2023 (the “Effective Date”), by and between the Town of Garner, NC, a North Carolina municipal corporation (“Town”) and LMG Garner LLC, a Florida limited liability company (“Developer”) (Town and Developer together the “Parties”, each a “Party”), for the development of the “Project” as further described below in response to the Town’s Solicitation for Development Partners dated October 26, 2020 (“SDP”) and Developer’s proposal update dated May 11, 2023 (the “Proposal”) which are incorporated into this MOU by reference.

This MOU hereby terminates (i) the prior MOU entered into between Developer’s parent company Lansing Melbourne Group, LLC, a Florida limited liability company and Town on July 31, 2021 (“Original MOU”) and (ii) the Master Development Agreement entered into between Developer and Town on May 17, 2022, as amended by the Amendments to Master Development Agreement by and between Developer and Town dated September 20, 2022, and as extended by the Extension of Closing Date Master Development Agreement dated February 10, 2023 (collectively the “MDA”). The MDA is hereby terminated and of no further effect, and the Original MOU is hereby amended and restated as set forth in this MOU.

1. Purpose. It is agreed by both Parties that the purpose of this MOU is to set forth a process by which the Parties may ultimately execute a Master Development Agreement (“MDA”) regarding the proposed development and operation of the Project. Except as otherwise specifically stated in Paragraphs 3, 6, 7 and 15 below, this MOU shall not be binding upon the Parties in any way; it merely reflects the present intent of each Party to (i) proceed with the further assessment of the Project and (ii) negotiate diligently, reasonably, and in good faith a definitive written agreement between the Developer and Town regarding development of the Project, in the form of a MDA. This MOU does not state all essential and key terms and conditions needed for the Parties to enter into a binding contract with enforceable obligations with respect to the development of the Project. Furthermore, the Town is entering into this MOU for the sole purpose of exercising its development powers granted by statute under North Carolina law, including, but not limited to, N.C.G.S. § 160D-1315, § 158-7.1, and Article 13 of N.C.G.S. Chapter 160D, which authorize the Town to undertake downtown development projects, construct public infrastructure, and improve the economic development of the community. The Parties acknowledge and agree that the Project terms described in this MOU are preliminary statements of intent of the Parties and are subject to any and all necessary Town approval procedures and definitive documents setting forth the complete agreement and understanding of the Parties in form and content satisfactory to the Town and Developer.

2. Project Description. The Town desires to create the Project as a catalyst project that will function as the economic, civic, and cultural core of the community while invigorating the downtown. As part of this commitment, the Town has sought an experienced development partner to execute a mixed-use public-private project. Through a public participation process,

the Town developed a set of public interests expected to guide the basic vision and expected outcome of a successful Project. According to these principles, the Project goals are:

- Create a visible & appealing project
- Create a visible & appealing project entrance
- Create residential living opportunities
- Enhance the retail core
- Be pedestrian friendly
- Create a sense of place, including incorporating public art elements or installations
- Showcase environmentally sustainable development
- Preserve and capitalize on concurrent public investments
- Explore including EV charging stations integrated with new parking installed

Site. The designated area for the Updated Project represents three parcels; 1) 1711-62-4396 (+/- 6.19 acres), 2) 1711-62-2094 (+/- 1.12 acres), and 3) 1711-61-3961 (+/- 0.34 acres), which is approximately 7.65 acres of land owned by the Town adjacent to the Garner Recreation Center, located at the corner of W Main Street and Purvis Street, which land is identified on Exhibit A (the “Property”). It is understood that additional properties of interest may be added to the Project scope during the term of the MOU or MDA. The Project may include the demolition of existing buildings and the expansion of a walkable Garner downtown with a mixture of uses to maximize public benefit and private value. The new development should provide new public parking, unique retail experiences, permanent residences, improved pedestrian pathways, and building designs that are reflective of new urbanist principles. New construction is anticipated to include up to 10,000 SF of retail space, approximately 180-200 housing units, and approximately 400 parking spaces.

After an agreement is reached on the MOU there will be a two step process to finalize the agreement between the parties. The first step will be a Development Plan and second the Master Development Agreement.

3. The Development Plan. Within 180 days of execution of this MOU (“Evaluation Period”), the Developer will provide the Town with a comprehensive development plan (“Development Plan”) which is generally consistent with the description of the Town’s vision and objectives for the Project as presented in the SDP as it has developed over time. Developer must demonstrate that, in the drafting of the Development Plan, it has made a good faith effort to incorporate recommendations in the SDP. The Development Plan should include the following elements:
 - a. Summary of site investigation and analysis of existing conditions

- b. Building evaluation
- c. Site and infrastructure planning
- d. Land use programming and completion of a master plan in concert with the Town's vision
- e. Preliminary plan for phased development
- f. Plan for re-platting of Property boundaries
- g. Financing plan, including both public and private sources
- h. Proposed terms for transfer of Property within Project
- i. Entitlements and permits required for the master plan
- j. Development budget estimating the total cost of the project
- k. Detailed term sheet for the MDA
- l. Developer shall complete a schematic design scheme of the Project

Developer acknowledges that the Town has architectural review rights and the design and architecture of the Project shall be subject to Town approval which approval shall not be unreasonably withheld.

4. Infrastructure: It is understood that significant infrastructure improvements will need to be made to the Property to serve the Project. Developer shall include in the Development Plan preliminary plans for the financing and construction of all infrastructures including but not limited to streets, sidewalks, curbing, public space, parking, water, sewer, and additional utilities.
5. Parking. Both Parties recognize that development of the Property will drive demand for additional parking to serve both new and legacy uses. Developer shall include in the Development Plan how they will evaluate the potential need for structured parking on the site and how they might be able to leverage current and future public parking garage infrastructure as shown in the Proposal along with financing plans.
6. Timing & Termination. After Developer delivers the Development Plan as required the parties shall diligently, reasonably and in good faith negotiate and attempt to finalize a MDA within one hundred and twenty (120) days which will be designated as the "Outside Agreement Date". Town shall negotiate exclusively with Developer regarding the execution of a MDA and during such period Town shall not negotiate with persons other than Developer regarding the development or disposition of the Property. Notwithstanding anything herein to the contrary, the previous sentence shall be a binding obligation on the Parties.

- a. Town Termination Clause. The Town may terminate this MOU if Developer fails to deliver the Development Plan per the required schedule, or at its sole discretion upon 30 days written notice to the Developer.
 - b. Developer Termination Clause. The Developer may terminate this MOU if Town fails to accept the Development Plan per the required schedule, or at its sole discretion upon 30 days written notice to the Town.
 - c. Extension. This MOU may be extended for up to two (2) periods of thirty (30) days each upon the written request of either Party upon approval of the other Party not to be unreasonably withheld or delayed. Any further extensions on the request of Developer or Town may be granted or withheld by the other Party in its sole and absolute discretion, as set forth in a written notice from the other Party, prior to the expiration of the then current Term in accordance with the Notice provisions in Paragraph 18.
7. Property Investigation. During the Evaluation Period Developer and its consultants shall have the right to investigate title and to make such investigations, studies, and tests with respect to the Property as Developer deems necessary or appropriate. If Developer exercises its rights of entry under the provisions of this Paragraph 7,
 - a. Restoration & Liens. Developer shall not damage the Property in any way in the course of conducting such studies and inspections. Promptly following any investigation or study Developer shall restore as nearly as practicable the Property to its condition immediately before such activity. Developer shall not permit liens or encumbrances to be placed against the Property for expenses incurred as a result of any work done or studies undertaken by Developer or at Developer direction.
 - b. Liability. Developer shall be completely responsible for its acts and the acts of, its agents, representatives and independent contractors. Developer shall indemnify, defend and hold Town harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including reasonable attorney's fees) arising out of or relating to any entry on the Property by Developer, its agents, employees or contractors in the course of performing any inspections, tests or inquiries. Developer shall pay for all work done or studies undertaken on the Property by Developer or at Developer's direction.
 - c. Insurance. Developer shall maintain, and shall assure that its contractors who enter the Property maintain public liability and property damage insurance in amounts and in form and substance adequate to insure Developer, its agents, employees or contractors, from claims arising out of any entry or inspections of the Property pursuant to the provisions hereof, and Developer shall provide Town with evidence of such insurance coverage prior to performing any inspections of the Property. Such liability insurance shall name Town as an additional insured and shall have liability limits of at least \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate.

- d. Delivery of Documents by Town. Within ten (10) business days of the Effective Date Town shall, to the extent within the Town's possession or control, deliver the following documents to Developer: boundary survey; topographical survey; environmental site assessment; wetlands delineation, and similar documents. All such deliveries shall be without representation or warranty of any kind.
- e. Delivery of Documents by Developer. If Developer terminates this MOU for any reason, Developer shall deliver to Town all surveys, site plans, site assessments, reports, studies, budgets, and similar documents commissioned or created by or on behalf of Developer with respect to the Project, the Property or either or both of them. All such deliveries shall be without representation or warranty of any kind.
- f. Notice of Entry. During the Evaluation Period, Developer shall provide written notice to Town no later than 48 hours prior to entering onto the properties described in more detail on Exhibit B, attached hereto and incorporated herein by reference, for the purpose of investigation pursuant to this Paragraph 7.

Notwithstanding anything herein to the contrary, this Paragraph 7 shall be a binding obligation on the Parties.

8. Mutual Cooperation.

- a. Town is responsible for cooperating with Developer in the performance of its obligations hereunder. As an express limitation on the preceding sentence, nothing in this MOU will in any way estop, limit or impair the Town's exercise of any regulatory, policing, legislative, governmental or other municipal function. Town shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Town is John Hodges.
- b. Developer is responsible for coordinating all work and services required by this MOU. Developer shall designate a liaison who shall be the primary point of contact for communications pertaining to this MOU. Until further notice, such designated liaison on behalf of Developer is Peter Flotz on behalf of Lansing Melbourne Group, LLC, and such other persons as he may designate from time to time in a written notice to Town.

9. UNC-CH School of Government Contract. In accordance with the executed contract between SOG DFI, LLC ("SOG") and the Town, incorporated herein by reference, Developer hereby acknowledges and agrees that any MDA or other development agreement between Developer and Town shall incorporate a fee as described in Exhibit C, in the amount of one percent (1%) of total projected development costs, to be paid by Developer to the SOG and its Development Finance Initiative (DFI) for predevelopment services. Developer and Town hereby acknowledge and agree that the SOG and its Development Finance Initiative will be intended third party beneficiaries of any MDA or other development agreement.

10. Master Development Agreement. The MDA will more fully delineate the steps and

responsibilities required to execute the Development Plan. It is agreed by both Parties that the MDA will cover task areas such as but not limited to:

- a. Site investigation and analysis of existing conditions
 - b. Development potential
 - c. Site and infrastructure planning in concert with the Town's vision
 - d. Preliminary plan and budget for development
 - e. Plan for re-plotting of Property boundaries, if necessary
 - f. Financing, including both public and private sources
 - g. Agreement on terms for transfer of property within Project Site
 - h. Entitlements for the master plan.
11. Assignability. The Parties agree that the MDA will be between the Town and a single purpose development entity that will include the Principals of the Proposer, Lansing Melbourne Group, LLC. The MDA may not be assigned by either Party without the written agreement of the nonassigning Party.
12. Transfer of Property. The Parties agree to explore the most advantageous methods of transferring and owning the Property, recognizing that both Parties have certain objectives and needs to achieve. The Town may condition the transfer of the Property upon one or more development milestones, such as the issuance of a certificate of occupancy for all or a phase of the Project, or, if reasonably required by a Project lender, sooner, with a recapture right in the event Developer does not complete the Project. The Developer acknowledges that for the purposes of this MOU the Town is presenting the Property "as is" and without any warranty. The compensation due to the Town on any transfer will be established in the MDA consistent with the representations in the Developer's Proposal.
13. Cooperation and Information Exchange. Both parties agree to meet regularly and no less than monthly (which may be implemented by conference calls among all participants) to advise each regarding progress on any one or more of the undertakings required during the Evaluation Period. Developer agrees to share with Town such information as may be developed regarding financing, marketing, land-use issues, design questions and construction of the Project. Town shall, within 10 (ten) days of execution of this MOU provide copies of all reports, design studies, as-built plans and surveys, traffic studies, environmental assessments, building evaluations and engineering reports, geotechnical assessments, ownership and property tax information and similar materials in its possession pertaining to the Project.
14. Expenses. Each party will be responsible for its own expenses incurred in connection with the performance of any obligations required by this MOU. Except as otherwise provided in this MOU, no party will be responsible for the expenses of any other party during the term of this

MOU.

15. Confidentiality. Each Party agrees to maintain in confidence information regarding the Project received by that Party that is not otherwise publicly available, subject to disclosure required by any applicable law or regulation or mandates of any court. Such information may be shared with members of each Party's advisory team, including lawyers, accountants, and other consultants. Town acknowledges that Developer may be providing preliminary or incomplete reports and studies as part of its undertakings hereunder, and that Developer does not assume any responsibilities for the accuracy of such information. However, Developer agrees that to the extent that it has information contained in reports, studies and such similar undertakings, it will furnish to Town the complete information that is held by Developer. The Parties acknowledge that the information relating to the Project may be subject to disclosure under the N.C. Public Records Act, Chapter 132 of the North Carolina General Statutes, except any such information that the Town is not required or authorized to disclose pursuant to N.C.G.S. § 132-1.2. It is understood, however, that nothing in this MOU shall preclude either party from discussing the substance or any relevant details of the transaction described in this MOU with any of its attorneys, accountants, professional consultants or potential lenders, as the case may be, or prevent the holding of public Town Board meetings in compliance with applicable laws.
16. Publicity Coordination. Each Party agrees to coordinate any public statements with the other Party. Developer shall not issue, or authorize any other party to issue, any media release, advertisement or other formal communication (individually and collectively) to any media outlet/platform (including, but not limited to, newspapers, radio and television stations, social media and websites) relating to the Project, unless it has received the agreement of the Town to such release. Unless otherwise required by law or court mandate, all media releases and public announcements regarding the Project will be made by mutual consent. Notwithstanding the foregoing, Developer may make known its selection hereunder where it deems necessary or appropriate and may re-distribute any previously issued news reports, media releases or other publicly available information about the Project.
17. Representations. Each Party represents to the other parties that it has all necessary authority to enter into this MOU, to execute and deliver this MOU to the other Party, and to perform its obligations hereunder.
18. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by overnight courier, or by email, with evidence of delivery, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder.
19. Modifications. This MOU can only be modified in a writing signed by both Parties.
20. Transfer of Rights. Developer shall not transfer all or any portion of its interest in, title to, or

rights or obligations under this MOU without Town's prior written consent.

21. Counterparts. This MOU may be signed in counterparts; each counterpart shall be considered an original.
22. No Partnership. Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture between Town and Developer, or to cause Town or Developer to be responsible in any way for the debts or obligations of each other.
23. Iran Divestment Act Certification. Developer 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 N.C.G.S. §147-86.58.
24. Divestment from Companies that Boycott Israel. Developer 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 N.C.G.S. § 147-86.81.
25. E-Verify Compliance. Developer represents and covenants that the Developer and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Town is relying on this section in entering into this MOU.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed as of the date first set forth above.

TOWN:

TOWN OF GARNER, NC

By: _____

Name: _____

Title: _____

Address:
900 7th Ave
Garner, NC 27529

Email: jhodges@garnernc.gov

DEVELOPER:

LMG GARNER LLC,
a FLORIDA limited liability company

Peter Flotz, Manager

Address:
101 NE 3rd Ave
#1500
FORT LAUDERDALE, FL 33301

Email: pflotz@imgroup.us

Exhibit A
Project Site

The parcel list below (given by Parcel ID) represents all property owned by the Town that is intended to be a part of the Project Site:

Address	Parcel ID	Approx. Acres
201 W Main St Garner NC 27529	1711-62-4396	6.19
0 Montague St Garner NC 27529	1711-62-2094	1.12
210 Purvis St Garner NC 25729	1711-61-3961	.34

Exhibit B
Notice Properties

The parcel list below (given by Parcel ID) represents the property which Developer must provide no less than 48 hour notice prior to entry during the Evaluation Period pursuant to Paragraph 7(f):

Address	Parcel ID	Approx. Acres
201 W Main St Garner NC 27529	1711-62-4396	6.19
0 Montague St Garner NC 27529	1711-62-2094	1.12
210 Purvis St Garner NC 25729	1711-61-3961	.34

Reports



Talk of the TOWN

Council Requests & Updates

August 22, 2023

This monthly report provides an update on Council requests, items submitted on the Garner Info app, and quarterly development statistics.

Garner Rec Park Signage (Behringer)

Public Works has contracted with a vendor for a new monument sign and installation is expected to be completed by September 21, 2023.

Traffic Management and Street Network Maintenance (All)

A stop condition ordinance for Rand Mill Rd and Main Street was approved at the August 8 Council meeting. Engineering is following up on any feedback from the Downtown Garner Association (DGA) on necessary loss of parking and will work with Public Works to detail construction.

A TMSO unit is scheduled to evaluate the timing of the New Rand Rd and Hwy 70 traffic light the week of August 18. Once the evaluation is completed next steps will be determined. The ordinance to lower the speed to 45mph on New Bethel Rd within the Town limits was approved at the August 8 Council meeting. This ordinance will be provided to NCDOT to be included in its ordinance to reduce speed along the entirety of New Bethel Rd.

Property Maintenance Updates (All)

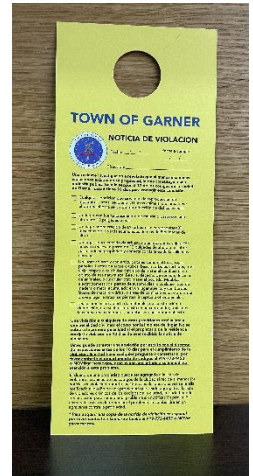
The vacant property at Timber Road and Hwy 70 (Garner Town Square) is scheduled to be mowed by NCDOT the week of August 21st. Public Works removed the large limb from the Aversboro Rd/Vandora Springs Rd ROW on August 15 and trimmed back the limbs overhanging Cane Creek Road on August 11.

Many broken islands and medians around Town have been reported to NCDOT and they have been added to the contractor's list for repair. Timing for the repairs has not been provided by NCDOT.

The Manager's Office has contacted representatives from AT&T and Spectrum/Charter to get their help identifying and fixing broken, open, or damaged utility boxes and pedestals. Inspections staff is compiling a list of known locations that will be shared with the utility providers on August 18.

Property Maintenance Updates Continued (All)

Communications has rolled out an animated video about tall grass (<https://youtu.be/5XlubhG07t8>) and done some social media and newsletter outreach about mowing to the curb or edge of street. Inspections has also started using the bilingual Notice of Violation door hangers. Communications will be using social media (including NextDoor) to make residents aware of the new door hangers.



Concrete Plant on Garner Rd Update (All)

Code Compliance staff is currently working to resolve tall grass and fire inspection issues on the property. The Town Manager's Office and Economic Development have contacted Argos, the owner of the property, to understand their plans for the site. A discussion is scheduled for later in August.

Redesign of Zoning Signage (Dellinger)

Planning is working on new signs and logistics for producing them with the goal to have a new design to review in September.

Planning Commission Meetings (All)

The Town will start broadcasting recordings of Planning Commission meetings on Spectrum 11. The meetings will run daily at 2 p.m. and 10 p.m. Livestreaming of Planning Commission meetings on Facebook (facebook.com/townofgarner) and YouTube (youtube.com/townofgarner) will continue, and the recordings of the meetings remain on those two platforms and can be watched anytime.

GPAC Kicks Off New Season (All)

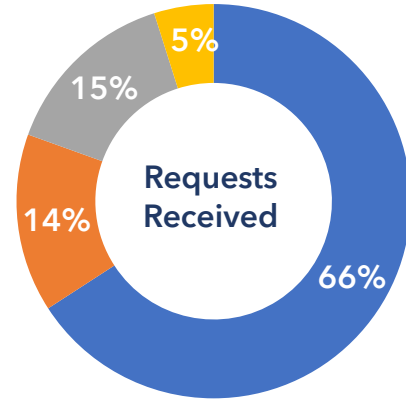
GPAC new season kicks off with a free concert to celebrate the historic building's 100th birthday on September 16, 2023 at 3 p.m. featuring the Soul Psychedelique Orchestra. More info on the concert and GPAC's programming at www.garnerperformingartscenter.com.

Garner Info Monthly Analytics

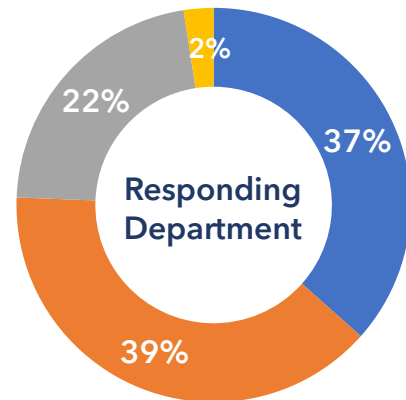
July 14 – August 14, 2023 – 41 Total Requests

Request by Type

Tall Grass/Weeds (Private Property)	7	17.1%
Temporary Sign Violation	4	9.8%
Neighborhood Speeding	3	7.3%
Misc. - Streets	3	7.3%
Dead Animal Pickup	2	4.9%
Substandard Living Conditions	2	4.9%
Commercial Vehicles	2	4.9%
Sight Distance	2	4.9%
Talk to an Officer Non-Emergency	2	4.9%
Garbage	2	4.9%
Street Sign Maintenance	1	2.4%
Trim Vegetation	1	2.4%
Graffiti	1	2.4%
Litter Pickup	1	2.4%
Junk Vehicle (Private Property)	1	2.4%
Pipe and Storm Drain Maintenance	1	2.4%
Pothole/ Pavement Repair	1	2.4%
Recycling	1	2.4%
Sign Violation	1	2.4%
Trash/Solid Waste (Private Property)	1	2.4%
Zoning Use	1	2.4%
Roadway Obstruction	1	2.4%



■ Completed ■ In Progress ■ Submitted ■ Received



■ Public Works ■ Inspections ■ Police ■ Planning

Town of Garner
Town Council Meeting
Agenda Form

Meeting Date: August 22, 2023		
Subject: Capital Project Status Update		
Location on Agenda: Reports		
Department: Engineering		
Contact: Leah Harrison, Town Engineer		
Presenter: Leah Harrison, Town Engineer		
Brief Summary: Engineering Department's quarterly status update on capital projects. Project list attached.		
Recommended Motion and/or Requested Action:		
Detailed Notes:		
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:	LH	
Finance Director:		
Town Attorney:		
Town Manager:	RD	
Town Clerk:		



Capital Project Status Report

CAPITAL STREET & SIDEWALK PROJECTS

WHITE OAK ROUNDABOUT (TIP#U-6225)

PROJECT DESCRIPTION:	CONVERT AN EXISTING INTERSECTION TO A PARTIAL DUAL LANE ROUNDABOUT		
LOCATION:	WHITE OAK RD/ACKERMAN RD/HEBRON CHURCH RD	PROJECT BUDGET:	\$3,944,904
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	DESIGN - 2013 BONDS, ROW, URA, CON - LAPP/2021 BONDS
ESTIMATED COMPLETION:	LATE 2024	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DESIGN IS 100% COMPLETE, AWAITING LAPP CONSTRUCTION FUNDING TRANSFER AND WORKING ON UTILITY RELOCATIONS.		

LAKE DRIVE WIDENING

PROJECT DESCRIPTION:	WIDEN LOCAL STREET WITH CURB AND GUTTER BOTH SIDES AND INSTALL SIDEWALK ALONG NORTH SIDE		
LOCATION:	NC 50 (BENSON ROAD)	PROJECT BUDGET:	\$822,850
CURRENT PHASE:	COMPLETE	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SPRING 2023	PM CONTACT:	BRANYUN BULLARD (984-233-2517)
PROJECT NOTES:	COMPLETED APRIL 2023.		

JONES SAUSAGE ROAD - NORTH

PROJECT DESCRIPTION:	WIDEN THE ROAD FROM A 2 LANE TO 4 LANE DIVIDED SECTION WITH RAISED GRASS MEDIAN AND SIDEWALK ALONG BOTH SIDES		
LOCATION:	JONES SAUSAGE RD, AMAZON DISTRIBUTION CENTER TO E GARNER RD	PROJECT BUDGET:	\$20,011,763
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SUMMER 2027	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DESIGN IS 65% COMPLETE. FURTHER SEPTIC EVALUATIONS ARE COMPLETE AND KNOWN IMPACTS WILL BE APPLIED TO PLANS.		

RAND MILL ROAD AND MAIN STREET STREETScape

PROJECT DESCRIPTION:	PARKING LOT IMPROVEMENT ON TOWN PROPERTY TO ACCOMMODATE DOWNTOWN PARKING NEEDS, INTERSECTION STREETScape, CURB, GUTTER AND SIDEWALK ADDITIONS ON THE WEST SIDE.		
LOCATION:	RAND MILL RD & E MAIN STREET	PROJECT BUDGET:	\$2,288,364
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	\$1,030,405 - COMMUNITY PARTNER FUNDING GRANT
ESTIMATED COMPLETION:	EARLY 2025	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	COMPLETED FINAL STEPS FOR THE EARMARK GRANT. WORKING ON FINAL DESIGN EFFORTS AND UTILITY COORDINATION.		

PEARL STREET & PARKER STREET IMPROVEMENTS

PROJECT DESCRIPTION:	PAVE/WIDEN WEST SIDE OF PEARL STREET WITH CURB, SIDEWALK AND ON-STREET PARKING. WIDEN BOTH SIDES OF PARKER STREET WITH CURB AND SIDEWALK.		
LOCATION:	DOWNTOWN, PEARL AND PARKER STREET	PROJECT BUDGET:	\$1,309,726
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SPRING 2025	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DESIGN IS PROGRESSING TO 90% COMPLETE. WORKING THROUGH NEW DISCOVERIES AND DESIGN DECISIONS.		

VANDORA SPRINGS ROAD IMPROVEMENTS

PROJECT DESCRIPTION:	INSTALL SIDEWALK ALONG SOUTH SIDE OF TIMBER DRIVE		
LOCATION:	TIFFANY CIRCLE	PROJECT BUDGET:	\$1,532,000
CURRENT PHASE:	COMPLETE	FUNDING SOURCE:	2013 BOND
ESTIMATED COMPLETION:	FEBRUARY 2023	PM CONTACT:	LEAH HARRISON (919-773-4423)
PROJECT NOTES:	COMPLETE		

AVERSBORO AND GARNER ROAD SIDEWALK

PROJECT DESCRIPTION:	INSTALL SIDEWALK ALONG NORTH SIDE OF GARNER ROAD AND WEST SIDE OF AVERSBORO ROAD		
LOCATION:	VANDORA WEST SUBDIVISION	PROJECT BUDGET:	\$450,000
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SUMMER 2024	PM CONTACT:	BRANYUN BULLARD (984-233-2517)
PROJECT NOTES:	65% DESIGN IS COMPLETE WE ARE CURRENTLY WORKING ON UTILITY COORDINATION AND APPROVED ROW EXHIBITS.		

BRYAN ROAD IMPROVEMENTS

PROJECT DESCRIPTION:	WIDEN AND INSTALL SIDEWALK ALONG EAST SIDE OF BRYAN ROAD		
LOCATION:	WCPSS SITE	PROJECT BUDGET:	\$518,000
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SUMMER 2024	PM CONTACT:	BRANYUN BULLARD (984-233-2517)
PROJECT NOTES:	65% DESIGN IS IN PROGRESS		

2023 RESURFACING

PROJECT DESCRIPTION:	2023 STREET RESURFACING AND INSTALLATION OF SPEED TABLES		
LOCATION:	VARIOUS	PROJECT BUDGET:	\$1,023,485
CURRENT PHASE:	CONSTRUCTION	FUNDING SOURCE:	POWELL BILL
ESTIMATED COMPLETION:	SUMMER 2024	PM CONTACT:	LEAH HARRISON (919-773-4423)
PROJECT NOTES:	PRE-CON HELD 8/15, NOTICE TO PROCEED SET 08/28		

CAPITAL FACILITY PROJECTS

TOWN HALL ANNEX

PROJECT DESCRIPTION: RENOVATIONS TO A TOWN PROPERTY TO PROVIDE SPACE FOR CURRENT STAFF AND FUTURE GROWTH OF ENGINEERING, IT AND COMMUNICATIONS DEPARTMENTS

LOCATION: 109 FOREST HILLS DR **PROJECT BUDGET:** \$5,000,000

CURRENT PHASE: DESIGN **FUNDING SOURCE:** OTHER FINANCING

ESTIMATED COMPLETION: WINTER 2024 **PM CONTACT:** LISA RODRIGUEZ (919-890-7310)

PROJECT NOTES: DESIGN IS PROGRESSING TO 90% COMPLETE. WORKING THROUGH NEW DISCOVERIES AND DESIGN DECISIONS.

GARNER SENIOR CENTER IMPROVEMENTS

PROJECT DESCRIPTION: RENOVATIONS TO TOWN OWNED SENIOR FACILITY. WILL BE UPGRADING, UPDATING, REPAIRING, AND BEAUTIFYING THE PROPERTY.

LOCATION: 205 E GARNER RD **PROJECT BUDGET:** \$500,000

CURRENT PHASE: DESIGN **FUNDING SOURCE:** COMMUNITY PROJECT FUNDING GRANT

ESTIMATED COMPLETION: FALL 2024 **PM CONTACT:** BRANYUN BULLARD (984-233-2517)

CAPITAL PARKS PROJECTS

WHITE DEER PARK IMPROVEMENTS

PROJECT DESCRIPTION:	IMPROVEMENTS TO EXISTING TOWN PARK, INCLUDING AN INCLUSIVE PLAYGROUD AND SPLASH PAD		
LOCATION:	WHITE DEER PARK	PROJECT BUDGET:	\$1,500,000
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	ARP
ESTIMATED COMPLETION:	SUMMER 2025	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	CONCEPTS WERE DEVELOPED AND WILL PROGRESS TO SHEMATIC DESIGN FOR REVIEW.		

SOUTH GARNER GREENWAY EXTENSION

PROJECT DESCRIPTION:	10 FT MULTI-USE PATH CONNECTING SURROUNDING NEIGHBORHOODS TO WHITE DEER PARK AND LAKE BENSON PARK		
LOCATION:	BUFFALOE RD, LAKE BENSON PARK TO VANDORA SPRINGS CIRCLE	PROJECT BUDGET:	\$5,374,248
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	FALL 2025	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DESIGN IS PROGRESSING TO 30% AND A PUBLIC MEETING WITH BE SCHEDULED SOON.		

YEARGAN PARK PHASE 1

PROJECT DESCRIPTION:	DESIGN AND CONSTRUCTION OF PHASE 1 WHICH CONSIST OF FOUR ATHLETIC FIELDS AND A PLAYGROUND		
LOCATION:	607 E GARNER RD	PROJECT BUDGET:	\$20,557,232
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	FALL 2026	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DESIGN IS 60% COMPLETE. PLAYGROUND CONCEPT AND SHELTER DESIGN WERE APPROVED.		

MEADOWBROOK PARK DAM REHAB

PROJECT DESCRIPTION:	STUDY PHASE TO PROVIDE A SITE INVENTORY AND METHODS TO BREACH THE EARTHEN DAM AND REMOVE THE 5 ARCE LAKE.		
LOCATION:	8025 COUNTRY CLUB DRIVE	PROJECT BUDGET:	\$1,444,209
CURRENT PHASE:	STUDY	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	WINTER 2023	PM CONTACT:	LISA RODRIGUEZ (919-890-7310)
PROJECT NOTES:	DAM BREACH PLANS ARE COMPLETE. NCDEQ PERMIT APPLICATION WAS SUBMITTED. FINALIZING BID DOCUMENTS FOR CONSTRUCTION BID.		

MEADOWBROOK PARK PHASE 1

PROJECT DESCRIPTION:	CONTINUE THE DESIGN FROM 30% TO CONSTRUCTION DRAWINGS. FUTURE 126.88 ACRE PARK		
LOCATION:	8025 COUNTRY CLUB DRIVE	PROJECT BUDGET:	\$8,550,458
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	TBD	PM CONTACT:	TBD
PROJECT NOTES:	DESIGN IS 30% COMPLETE. ADDITIONAL DESIGN WORK WILL BE PURSUED AFTER THE DAM REHAB PHASE OF THE PROJECT.		

CAPITAL STORMWATER PROJECTS

JUNCTION BLVD

PROJECT DESCRIPTION:	CULVERT SLIP LINE, INSTALLATION OF HEADWALLS, OUTLET STABILIZATION		
LOCATION:	JUNCTION DLVD.	PROJECT BUDGET:	\$729,612
CURRENT PHASE:	COMPLETE	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SUMMER 2023	PM CONTACT:	BRANYUN BULLARD (984-233-2517)
PROJECT NOTES:	COMPLETE		

FOREST RIDGE ROAD

PROJECT DESCRIPTION:	LINE CULVERT, INSTALL NEW CONCRETE HEADWALL, STABILIZE/REVEGETATE BANKS		
LOCATION:	N/A	PROJECT BUDGET:	\$286,275
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	SPRING 2024	PM CONTACT:	BRANYUN BULLARD (984-233-2517)
PROJECT NOTES:	100% DESIGN DOCUMENTS BEING PREPARED, EASEMENT ACQUISITION UNDERWAY		

STORMWATER ASSESSMENT

PROJECT DESCRIPTION:	INVENTORY AND ASSESSMENT OF DRAINAGE INFRASTRUCTURE 36" INCHES AND SMALLER		
LOCATION:	N/A	PROJECT BUDGET:	TBD
CURRENT PHASE:	DESIGN	FUNDING SOURCE:	2021 BOND
ESTIMATED COMPLETION:	LATE 2024	PM CONTACT:	LEAH HARRISON (919-773-4423)
PROJECT NOTES:	PHASE 1 SUBSTANTIALLY COMPLETE, DEVELOPING FINAL DELIVERABLE FOR PH1		