



IN THIS ISSUE

Downtown Harm Reduction & De-Escalation Training
Web Visibility of Development Plans
NC Education Campus – Underground Rock Blasting
New Raleigh/Garner Annexation Agreement
Weekly Digest of Special Events

Council Follow Up Items

Brookside Drive – Parking and Bike Infrastructure (Mayor Baldwin)
Historic Overlay District Construction Costs (Council Member Branch)
RPD Animal Control Unit Procedures (Council Member Jones)

Budget Work Session – Monday, June 10 - 4:00 P.M.

Reminder that Council will meet on **Monday** in a scheduled budget work session at **4:00 P.M.**
The agenda for the work session was posted to the electronic agenda management system Friday.

Work Session - Tuesday, June 11 - 4:00 P.M.

Reminder that Council will meet next **Tuesday** in a scheduled work session at **4:00 P.M.**
The agenda for the work session was posted to the electronic agenda management system Thursday.

Public Comment Session - Tuesday, June 11 - 7:00 P.M.

In addition, Council will also meet **Tuesday** for the scheduled public comment session at **7:00 P.M.**

INFORMATION:

Downtown Harm Reduction & De-Escalation Training

Staff Resource: Whitney Schoenfeld, Office of Special Events, 996-2204, whitney.schoenfeld@raleighnc.gov

Through a collaborative effort, the City's Hospitality and Nightlife team from the Office of Special Events and the Safe, Vibrant and Healthy Community (SVHC) 4.1 Strategic Plan team will be hosting a free training session for downtown business owners and staff on Monday, June 10th from 3:00pm until 4:30pm at The Grove in City Market. Representatives from the Downtown Raleigh Alliance, North Carolina Harm Reduction Coalition (NCHRC), and Raleigh Police Department's ACORNS unit will educate attendees on de-escalation skills to calm potentially dangerous situations, how to recognize and respond to an overdose by administering Naloxone, and how the ACORNS unit can connect those experiencing crisis with available resources. [View the June 10th event details.](#)

This training is part of HIPE, [Hospitality Industry Preparedness Education](#), an initiative launched by the Hospitality and Nightlife team in 2023. This initiative has supported hospitality and nightlife industry workers through proactive, free education classes. HIPE sessions have provided information and training for active threats, bystander invention, and other business regulatory practices.

The SVHC 4.1 team has worked with the community to implement and support strategies that prevent and address substance use and opioid addiction, diligently connecting with local stakeholder groups to develop a deeper understanding of the impact of substance use and overdose deaths, and identifying ways that the City can support ongoing prevention, education, and harm reduction work in Wake County. To-date, the SVHC 4.1 team, in partnership with the NCHRC, has held four educational sessions to spread awareness about addiction and overdose, while also providing instruction on how to reverse overdose. Participants have included community members, hospitality and nightlife business owners and staff, and City staff.

Staff from the Hospitality and Nightlife and SVHC 4.1 teams hope to not only arm our community with valuable, life-saving education, but also create a platform that destigmatizes drug addiction and mental illness.

(No attachment)

Web Visibility of Development Plans

Staff Resource: Daniel Stegall, Planning and Development, 996-2712, daniel.stegall@raleighnc.gov

The iMaps software system was developed decades ago jointly by the City and Wake County for the purpose of digital maintenance and access to property records. However, due to limitations historically development plans in-review were not linked to Wake County iMAPS, requiring the public to search for active development plans via the Current Development Activity webpage which provided web links to the plans.

Investing in the additional capabilities provide by the EnerGov software, moving forward development plans will be available for public viewing using the City's [Online Permit and Development Portal](#). The portal, which was implemented in 2019, serves as a centralized repository for development plans on the web. In addition, the portal will be linked to This effort will ensure a means of access and maintain compliance with the Unified Development Ordinance, more specifically [UDO Section 10.1.8](#). The ordinance requires public notice of development plans on the Web. Please review next steps below.

Next Steps

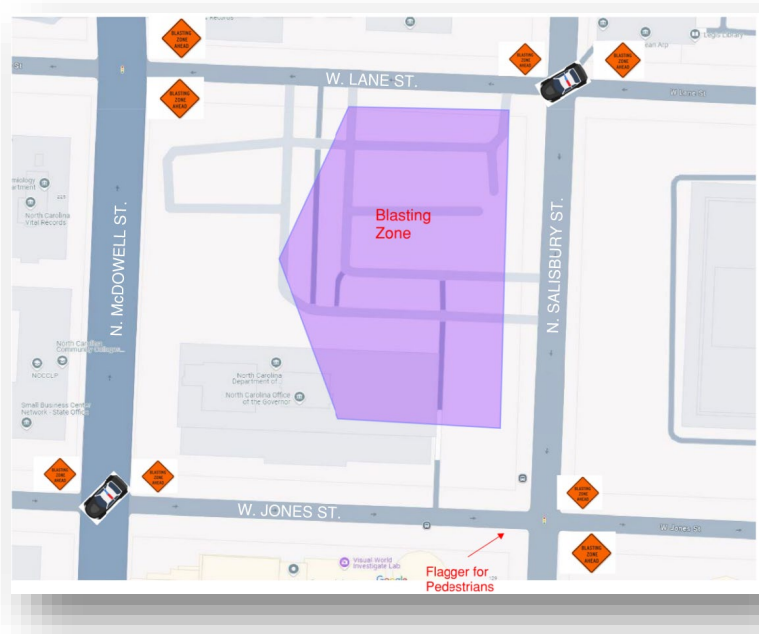
- The Continuous Improvement and Customer Service (CICS) Staff accepts development plans, the permitting system workflow will be triggered to indicate “web posting application notice”
- Records Division Staff will create and redact PDF copies of development plans submitted to the city for review. Subsequently, upload these documents to the Online Permit and Development Portal and toggle the file to public viewing.

(No attachment)

NC Education Campus – Underground Rock Blasting

Staff Resource: Ken Dunn, Transportation, 996-6810, ken.dunn@raleighnc.gov

As a part of the NC Education Campus project at 116 W. Jones Street, contractors for the Legislative Services Office, a part of the North Carolina General Assembly, are scheduled to start blasting underground rock to support necessary excavation within the project the second week of June. The project lies between N. McDowell, W. Lane, N. Salisbury, and W. Jones Streets. Upon completion, the NC Education Campus will house the headquarters of the UNC System, N.C. Community College System, the Department of Public Instruction, and the Department of Commerce.



Currently, crews anticipate blasting 2 to 3 times daily, Monday through Friday during business hours. This is expected to last approximately three months. To ensure everyone’s safety, streets and sidewalks surrounding the construction site will periodically be shut down for approximately 15-minute intervals each time a blast is detonated. This may lead to some temporary traffic backups along N. McDowell, W. Lane, N. Salisbury & W. Jones Streets. People immediately adjacent to the site may experience periodic loud noises and mild rumblings. Air horns and announcements will also precede each blast. The contractor is not posting detours for this work due to the short duration of the closures. Signage, off-duty police, and flaggers will be provided to provide traffic and pedestrian control.

More information can be found on this project at The NC Department of Administration's webpage at: www.doa.nc.gov/blasts. A weekly blasting schedule will be posted once the schedule is available.

Questions or concerns should be directed to the representative for the Legislative Services Office - Tim Hiltbrunner at 919-524-3357 or Tim@ACCI-NC.com.

(No attachment)

New Raleigh/Garner Annexation Agreement

Staff Resource: Matthew Burns, Planning and Development, 996-4641, matthew.burns@raleighnc.gov

Raleigh and Garner staff have been working to re-establish a mutual annexation agreement. The new agreement requires legislative hearings before each governing body. Staff expects to place the new agreement on Council's consent agenda on June 18, 2024; Council may set the public hearing as early as June 2, 2024, or may select a date farther in the future. Staff from Garner expects the Town Council to similarly hold a public hearing on July 16, 2024. If approved, the new annexation agreement will be in effect until 2044.

(Attachment)

Weekly Digest of Special Events

Staff Resource: Sarah Heinsohn, Office of Special Events, 996-2200, sarah.heinsohn@raleighnc.gov

Included with the *Update* materials is the special events digest for the upcoming week.

(Attachment)

Council Member Follow Up Items

Follow Up from the May 14 Public Comment Session

Brookside Drive – Parking and Bike Infrastructure (Mayor Baldwin)

*Staff Resources: Barbara Godwin, Transportation, 996-2504, barbara.godwin@raleighnc.gov
Tony Howard, Transportation, 996-4047, charles.howard@raleighnc.gov*

During the meeting, several comments were provided regarding concerns with proposed parking and lack of bike infrastructure along Brookside Drive near Conn Elementary School. Council requested that staff provide information regarding this item. Included with the *Update* materials is a staff memorandum containing additional information on the history, efforts to date, and engagement on Brookside Drive. Staff will be bringing this item forward for Council consideration and direction on the June 18th Report and Recommendation of the City Manager. Previous information regarding this item may be found in [Update Issue 2023-42](#) (October 27).

(Attachment)

Follow Up from the May 21 Council Meeting

Historic Overlay District Construction Costs (Council Member Branch)

Staff Resource: Tania Tully, Planning and Development, 996-2674, tania.tully@raleighnc.gov

During the meeting, Council asked staff for information on the construction costs associated with the parcels in the Prince Hall Historic Overlay District (HOD). Included with the *Update* materials is a staff memorandum prepared in response offering a high-level overview of the potential cost differential for new construction (i.e., the difference between new construction not in a HOD and new construction in a HOD).

(Attachment)

Follow Up from the June 4 Council Meeting

RPD Animal Control Unit Procedures (Council Member Jones)

Staff Resource: Chief Patterson, RPD, 996-9985, estella.patterson@raleighnc.gov

The Raleigh Police Department's Animal Control Unit is responsible for responding to animal-related calls for service within the City and enforcing state statutes and local ordinances. The Wake County Animal Center is responsible for the intake/impoundment, housing, medical services, shelter, and disposition of animals surrendered to them by the Animal Control Unit (Section C3 of the Interlocal Agreement with Wake County Animal Center). North Carolina state law states the following concerning the holding periods of animals in animal shelters:

NCGS 19A-32.1. Minimum holding period for animals in animal shelters; public viewing of animals in animal shelters; disposition of animals. (a) Except as otherwise provided in this section, all animals received by an animal shelter or by an agent of an animal shelter shall be held for a minimum holding period of 72 hours, or for any longer minimum period established by a board of county commissioners, prior to being euthanized or otherwise disposed of.

Per the 2021 Interlocal Agreement with the Wake County Animal Center, the City of Raleigh pays for an additional two (2) days to be added to the stray hold, making the total amount of days a stray animal is on hold five (5) days. The City of Raleigh Pays \$10 per animal for days 4 and 5. This is a 5-year agreement that ends on March 5, 2026. The Town of Cary, Garner, and Holly Springs also abide by a 5-day stray hold agreement.

After the stray hold is completed, the Wake County Animal Center will make the ultimate decision if the animal goes to foster, rescue, the adoption floor, or euthanized.

When the Wake County Animal Shelter is at capacity, the decision to euthanize animals already in the facility to make room for incoming animals is made by the management staff within the shelter. No outside agency, to include RPD, has any say on what animals are euthanized during these times. Additionally, when the Wake County Animal Shelter is at capacity, the management team will disclose this information to participating agencies and request that no additional animals be brought in for intake until more space is available.

From January 1, 2022, to May 30, 2024, the Animal Control Unit surrendered 3,851 animals to the Wake County Animal Center. Of those animals, 463 were euthanized by the center. RPD personnel were not contacted nor consulted about these euthanasians. Included with the *Update* materials is the Wake County Animal Center Interlocal agreement.

(Attachment)

To	Marchell Adams-David, City Manager
Thru	Patrick O. Young, AICP, Director
From	Matthew Burns, CZO, Senior Planner
Department	Planning and Development
Date	June 07, 2024
Subject	New Raleigh/Garner Annexation Agreement

North Carolina state law allows adjacent cities to enter into agreements concerning future annexations they undertake. Typically, these agreements are meant to promote the orderly planning of the participating cities and to avoid potential conflicts. Under North Carolina Statute, agreements last 20 years. The most recent of Raleigh’s agreements was executed in 2020 with the Town of Cary in 2020.

The City of Raleigh had an annexation agreement with the Town of Garner that was adopted by both municipalities in August of 1996 and expired on August 5, 2016. Staff from both jurisdictions have been in ongoing conversation about the renewal of the agreement.

While Raleigh and Garner have been operating without a formal agreement, both municipalities were informally conducting their annexation programs as if the original agreement were still in effect. Since its expiration in 2016, there have not been any annexations that would have conflicted with the previous agreement.

Raleigh and Garner concur that the new agreement is ready to move forward. To do so, each municipality must hold a public hearing before adoption. Staff expects to place the new agreement on City Council’s consent agenda on June 18, 2024; City Council may set the public hearing as early as June 2, 2024 or may select a date farther in the future. The corresponding Garner Town Council public hearing is anticipated to be held on July 16, 2024. If approved, the new annexation agreement would be in effect until 2044.

After the annexation agreement is executed some additional action will be required by the City of Raleigh and Town of Garner. Next steps include, an ETJ relinquishment by Garner and an ETJ extension and rezoning of the area by Raleigh. Raleigh staff will coordinate with Garner and Wake County to bring future City Council agenda items for ETJ extension and rezoning to apply Raleigh districts.

Based on collaboration with the Town of Garner, the latest version of the agreement defines the areas where Raleigh and Garner will consider annexation requests by establishing a boundary line (see Attachment #1). This line is similar to the previous line, except for four (4) changes that pertain to adjustments for subdivisions, recombinations, right-of-way dedications, and a relinquishment of ETJ that shifted property boundaries along the line over the years (see Attachment #2).

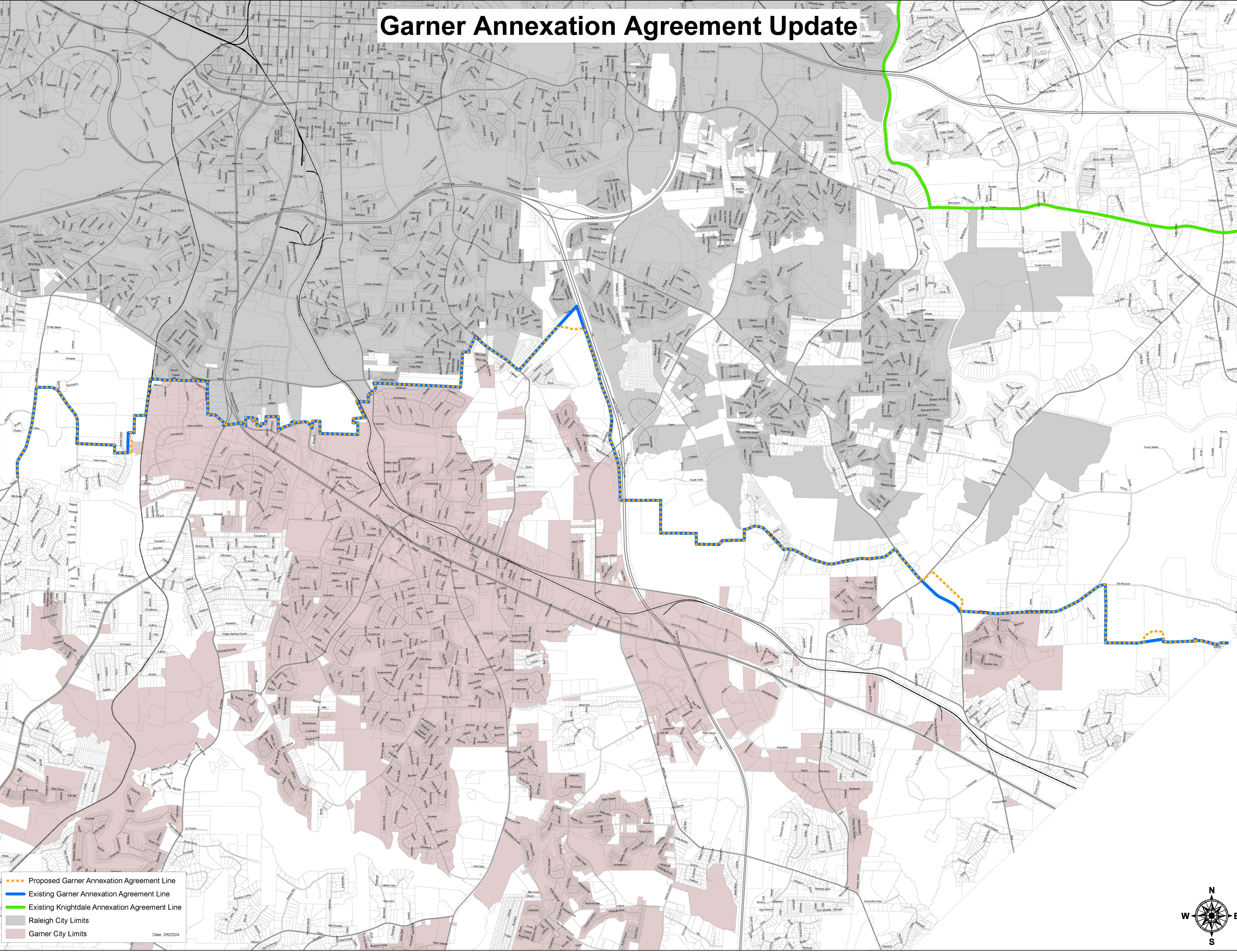
Changes in the boundary line are the following:

1. **Location:** South of [4321 Inwood Drive](#) (PIN 0791895038)
Change: Move the existing boundary line east to follow the rear property lines of 11 lots created in 2022 as part of the Inwood Forest subdivision. Currently, the boundary line bisects those 11 lots.
2. **Location:** [1400 East Tryon Road](#) (PIN 1722048230)
Change: Move the existing boundary line south to follow the southern property line of 1400 East Tryon Road. Currently, the boundary line crosses several property lines and portions of Tryon Road right-of-way. Follow up will include an ETJ relinquishment by Garner and an ETJ extension and rezone of the area by Raleigh. This will be done after the agreement to allow for coordination between Garner, Raleigh, and Wake County and to allow adequate time for noticing.
3. **Location:** [0 Rock Quarry Road](#) (PIN 1731805246)
Change: Move the existing boundary line northeast to follow the northwestern, northeastern, and southeastern boundary lines of 0 Rock Quarry Road. Currently, the boundary line follows the centerline of Rock Quarry Road and bisects the property.
4. **Location:** [0 Old Baucom Road](#) (PIN 1740979732)
Change: Move the existing boundary line north to follow the northern property lines of 0 Old Baucom Road. Currently, the line bisects the property.

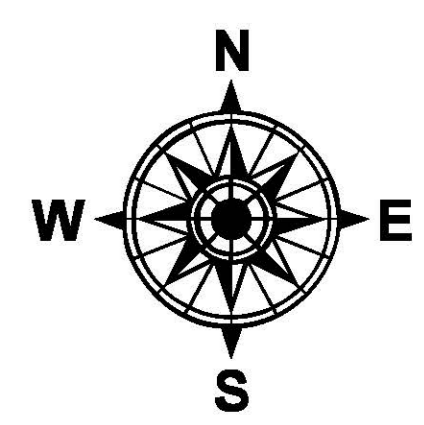
Attachments:

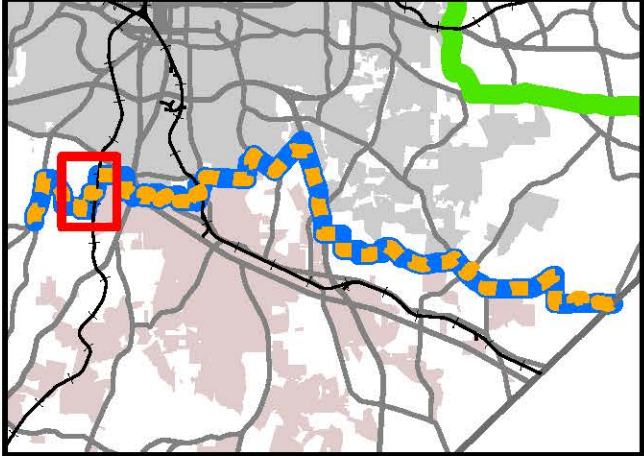
1. Map of Existing/Proposed Annexation Boundary Line
2. Maps of Focus Areas

Garner Annexation Agreement Update

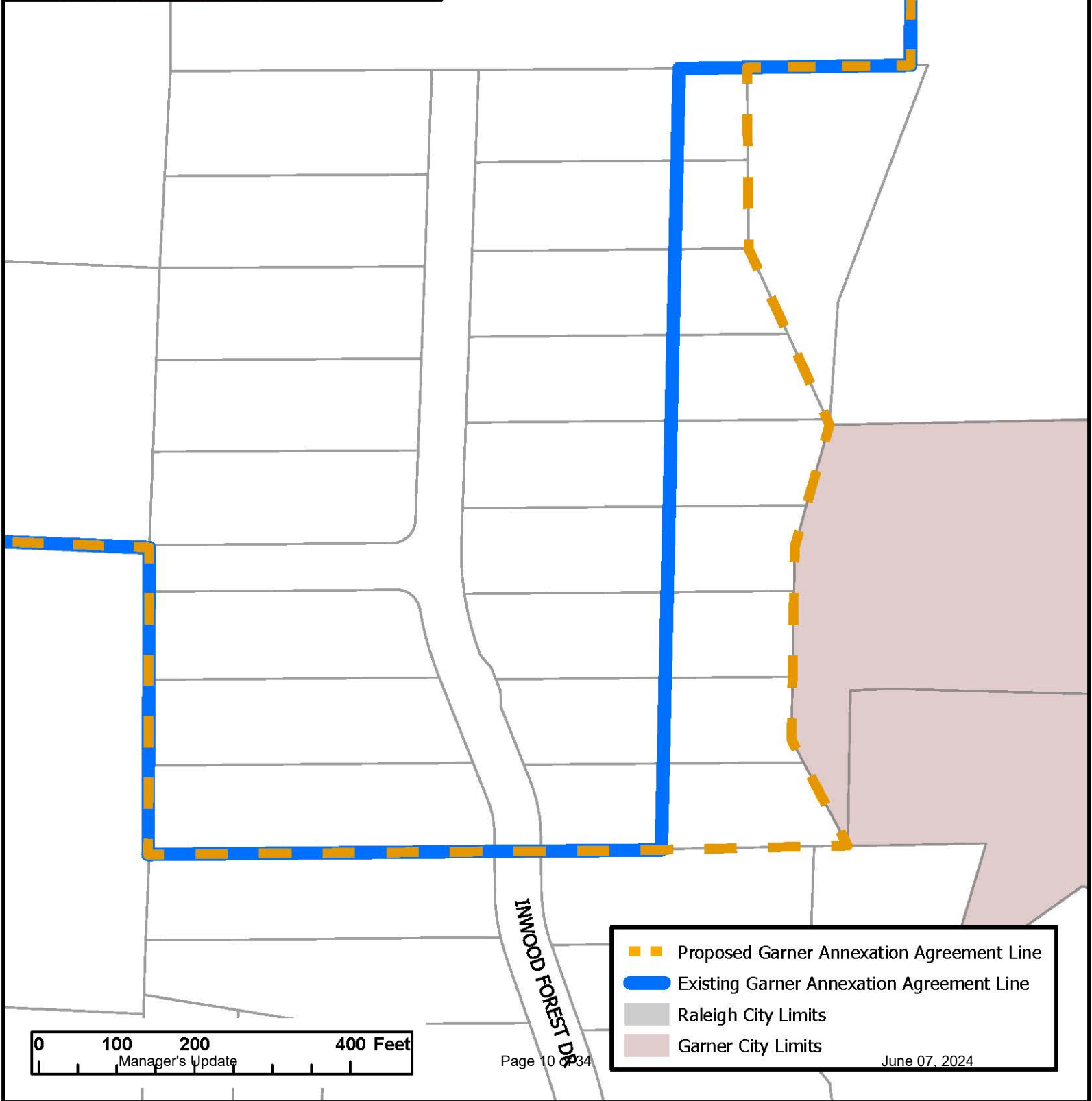


- Proposed Garner Annexation Agreement Line
 - Existing Garner Annexation Agreement Line
 - Existing Knightdale Annexation Agreement Line
 - Raleigh City Limits
 - Garner City Limits
- Date: 2/6/2024

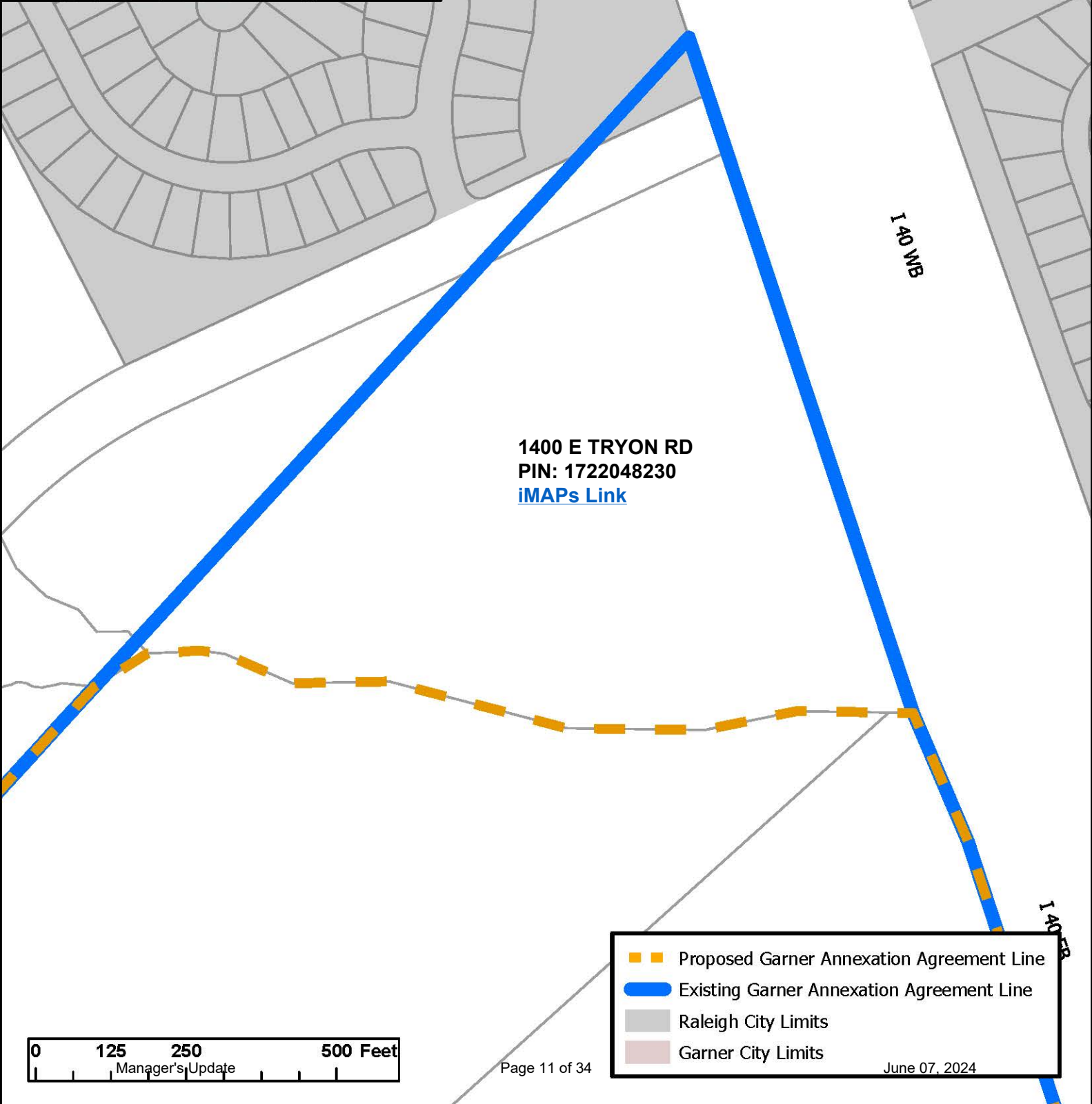
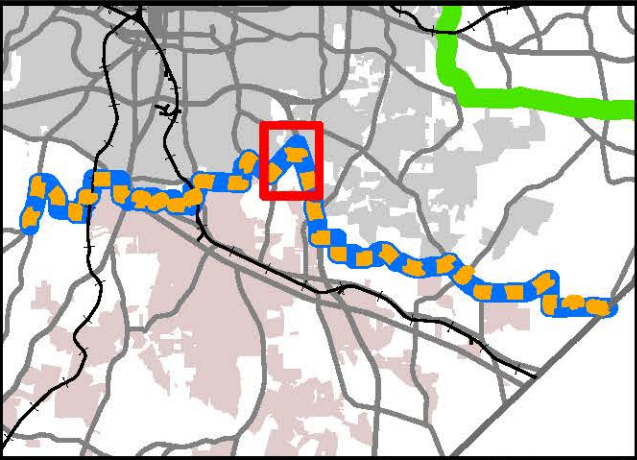




4321 INWOOD DR
PIN: 0791895038
[iMAPs Link](#)







- Proposed Garner Annexation Agreement Line
- Existing Garner Annexation Agreement Line
- Raleigh City Limits
- Garner City Limits

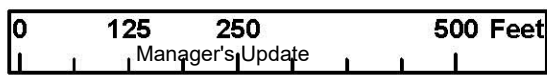


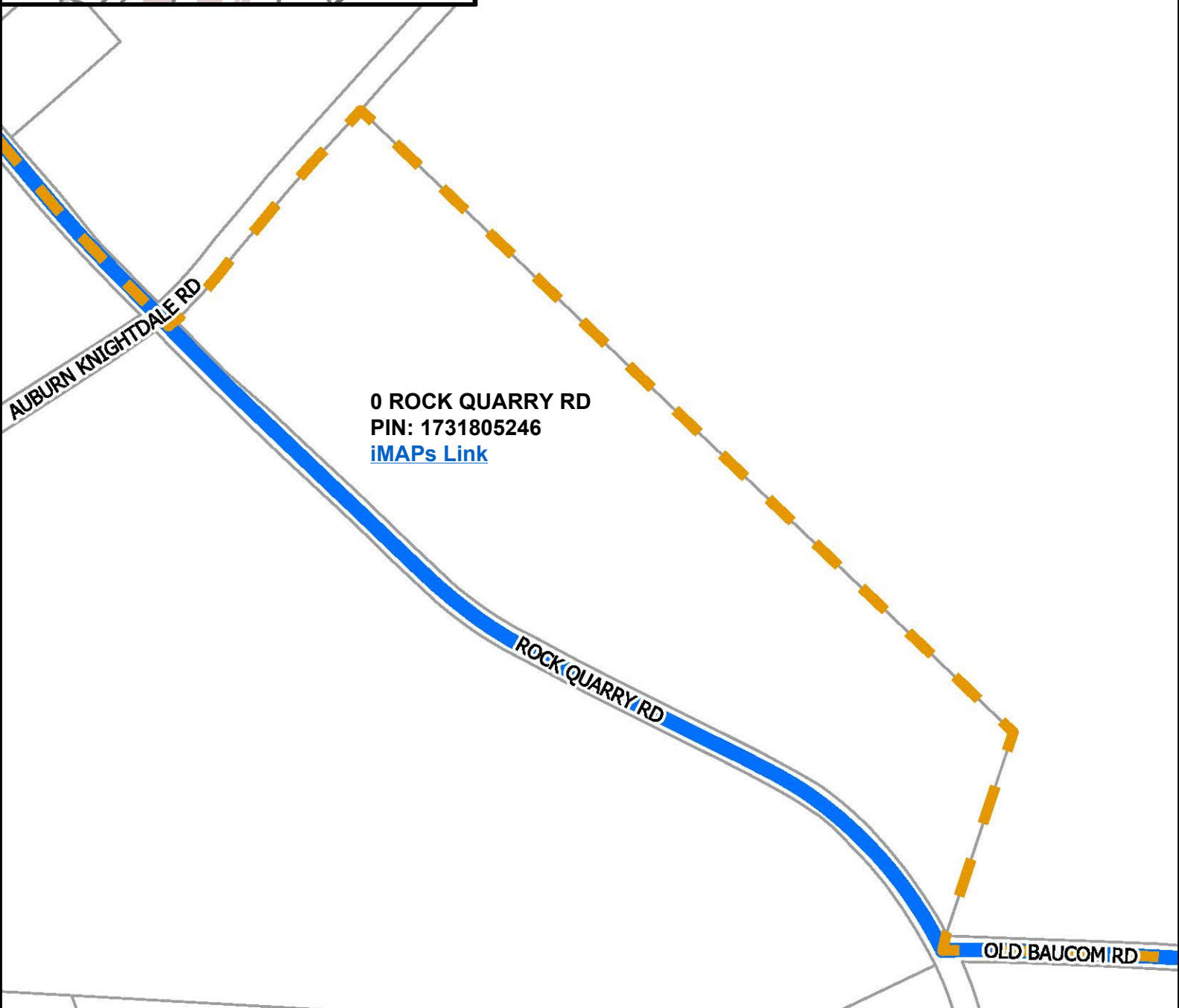
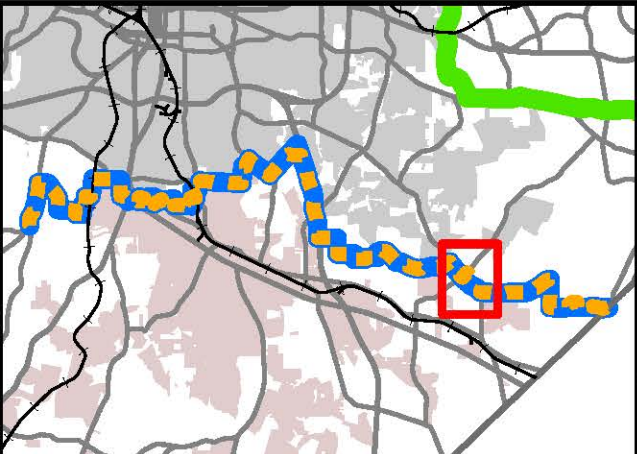
1400 E TRYON RD
PIN: 1722048230
[iMAPs Link](#)

I 40 WB

I 40 EB

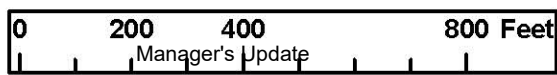
-  Proposed Garner Annexation Agreement Line
-  Existing Garner Annexation Agreement Line
-  Raleigh City Limits
-  Garner City Limits

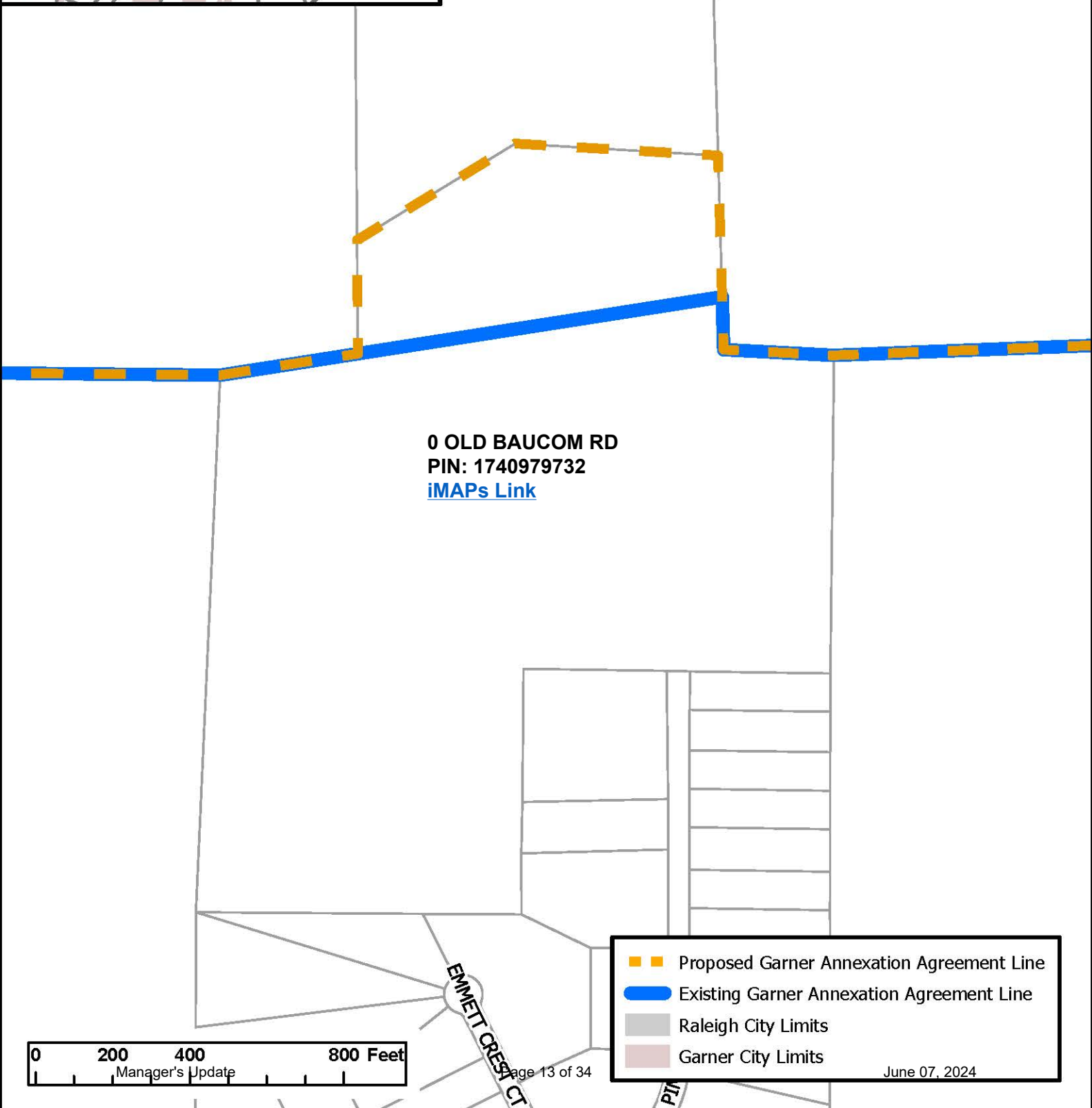
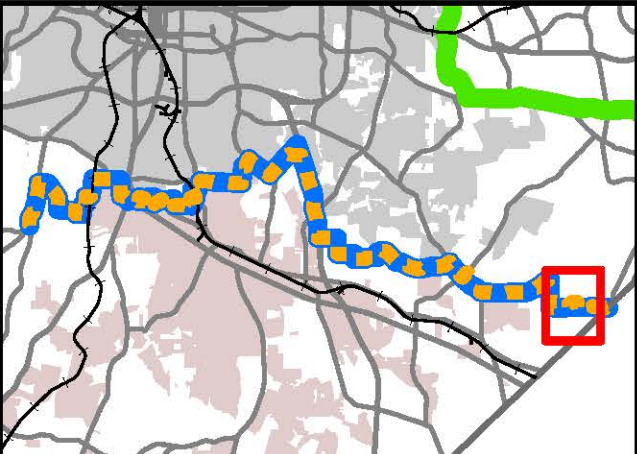




0 ROCK QUARRY RD
PIN: 1731805246
[iMAPs Link](#)

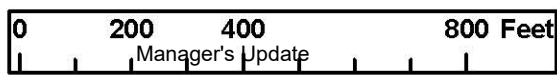
- Proposed Garner Annexation Agreement Line
- Existing Garner Annexation Agreement Line
- Raleigh City Limits
- Garner City Limits





0 OLD BAUCOM RD
PIN: 1740979732
[iMAPs Link](#)

- Proposed Garner Annexation Agreement Line
- Existing Garner Annexation Agreement Line
- Raleigh City Limits
- Garner City Limits



Weekly Events Digest

Friday, June 7 – Thursday, June 13

City of Raleigh Office of Special Events
specialevents@raleighnc.gov | 919-996-2200 | raleighnc.gov/special-events-office

Permitted Special Events

[Rainbow River Kickoff](#)

Market Plaza
Friday, June 7
Event Time: 5:00pm - 8:00pm
Associated Impacts: Market Plaza will be used from 4:00pm until 9:00pm.

[First Friday at the Times](#)

Hargett Street
Friday, June 7
Event Time: 7:00pm - 11:00pm
Associated Road Closures: E. Hargett Street between Fayetteville Street and S. Wilmington Street will be closed from 5:30pm until 11:59pm.

[Run for Love 5K](#)

Dorothea Dix Park
Saturday, June 8
Event Time: 9:00am - 10:15am
Associated Road Closures: Goode Street between Lake Wheeler Road and Biggs Drive will be closed from 7:00am until 11:00am, and the route will be closed from 8:50am until 10:00am. [View the 5K route map](#) for more details.

[World Refugee Day](#)

Moore Square
Saturday, June 8
Event Time: 4:00pm - 7:00pm
Associated Impacts: Sidewalks directly next to Moore Square on all sides of the park will be used from 1:00pm until 8:30pm.

Other Upcoming Events

[First Friday Raleigh](#)

Friday, June 7
Downtown Raleigh

[Kane Brown](#)

Friday, June 7
PNC Arena

[June First Friday: Adult Drag Story Hour](#)

Friday, June 7
City of Raleigh Museum

[Good Mythical Tour with Rhett & Link](#)

Friday, June 7
Memorial Auditorium

Local Government Career Expo

Saturday, June 8
NCSU McKimmon Center

Piter Albeiro En Vivo

Saturday, June 8
Fletcher Opera Theater

Brothers Osborne

Saturday, June 8
Red Hat Amphitheater

Bryson Tiller

Sunday, June 9
Red Hat Amphitheater

Dream Moore Market

Sunday, June 9
Moore Square

Pride Ride: LGBTQ+ Trolley Tour

Sunday, June 9
Mordecai Historic Park

Summer Concert Series

Sunday, June 9
Fred Fletcher Park

Khruangbin

Tuesday, June 11
Red Hat Amphitheater

Justin Timberlake

Wednesday, June 12
PNC Arena

Chappell Roan

Wednesday, June 12
Red Hat Amphitheater

Meet Us at the Square

Thursday, June 13
Moore Square

Community Open House

Thursday, June 13
John Chavis Memorial Park

Baileywick Park Celebration

Thursday, June 13
Baileywick Park

Gary Clark Jr.

Thursday, June 13
Red Hat Amphitheater

Weekly Events Digest

Friday, June 7 – Thursday, June 13

City of Raleigh Office of Special Events
specialevents@raleighnc.gov | 919-996-2200 | raleighnc.gov/special-events-office

Wake County Graduations

Through Friday, June 14
Raleigh Convention Center & Meymandi Concert Hall

Public Resources

Event Feedback Form: Tell us what you think about Raleigh events! We welcome feedback and encourage you to provide comments or concerns about any events regulated by the Office of Special Events. We will use this helpful information in future planning.

Road Closure and Road Race Map: A resource providing current information on street closures in Raleigh.

Online Events Calendar: View all currently scheduled events that impact city streets, public plazas, and Dorothea Dix Park.

Council Member Follow Up

To	Marchell Adams-David, City Manager
Thru	Paul Kallam, Director of Transportation
From	Barbara Godwin, Bicycle and Pedestrian Program Manager
Department	Transportation
Date	June 7, 2024
Subject	Brookside Drive – Neighborhood Inquiries Regarding Parking & Bike Infrastructure – Responses to Public Comment

Brookside Drive - March 2023 Inquiry and Staff Evaluation

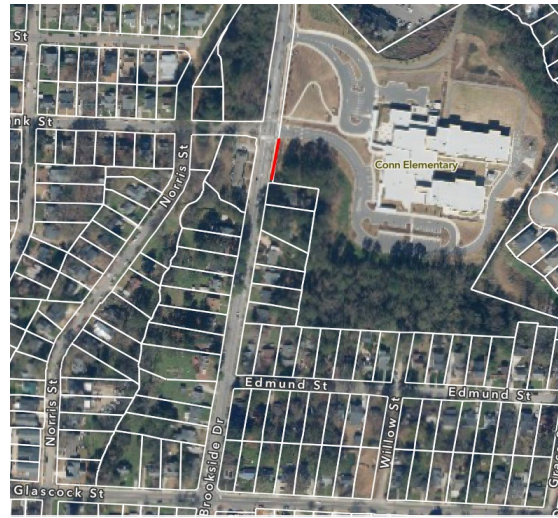
In March 2023, Transportation staff received an inquiry from concerned citizens to evaluate the existing travel lane and parking configuration along Brookside Drive, between Frank and Glascock Streets. The concerns revolved around how existing conditions allowed aggressive drivers to pass slower motorists in the current elongated dedicated right turn lane into Conn Elementary School.

Before Conn Elementary was rebuilt in 2020, the carpool lane configuration placed cars queuing on Brookside Drive due to limited vehicle stacking capacity on school property which created safety concerns with through traffic. A right turn only lane was striped on Brookside Drive turning into Conn Elementary to better accommodate carpool queuing for the school.

Staff conducted a review of the Brookside Drive conditions and determined the rebuilding of Conn Elementary, completed in 2020, had increased enough on-site storage to where the capacity needs of the extensive right turn lane were no longer necessary. Conn Elementary’s new site layout expanded internal carpool queuing capacity, shortening the right-turn lane storage demand into the school entrance. Fewer stacked vehicles along Brookside resulted in an open travel lane for aggressive, unsafe driver behavior. The red line in the images below shows queuing before and after Conn Elementary was rebuilt.



Original Conn Elementary Queuing



Current Conn Elementary Queuing

Partial removal of the right turn only lane leaves approximately 700 feet of unutilized pavement on this section of Brookside. Feedback from adjacent neighbors also expressed concerns about the availability of on-street parking.



Existing Brookside Drive looking north toward Frank Street/Conn Elementary

Staff's review determined that if the existing center line was shifted eastward along this section of Brookside that full time parking could also be added along the west side.

Bicycle and Pedestrian Advisory Commission (BPAC) Engagement

June 2023 Review

After hearing from several residents in the Brookside Drive neighborhood, the City's Bicycle & Pedestrian Advisory Commission (BPAC) requested information on how the neighborhood concerns can be addressed.

Transportation staff presented updates at the June BPAC meeting that highlighted existing conditions, including the 85th percentile speeds of 34-36 mph in a 30-mph zone. The 30-mph zone is the result of a neighborhood-initiated speed limit reduction in 2020. Additionally, staff reported that one (1) speed related crash has been documented in the past 3 years and approximately 6,500 vehicles travel through Brookside Drive daily. Based on the conditions identified, Brookside Drive is not eligible for traffic calming through the Neighborhood Traffic Management Program (NTMP).

Staff additionally highlighted efforts that could be pursued to address safety and parking concerns from the neighborhood. These included reworking current temporary on-street parking regulations to allow for full time on-street parking, shifting on-street parking directly in front of the new multi-family development, right-sizing the right turn lanes, and creating friction with the travel lane shift and lane reduction to further encourage speed compliant behaviors.

Several BPAC Commissioners expressed interest in having this section of roadway converted to bike lanes rather than parking. Transportation staff advised that Brookside Drive was identified in the 2016 Bicycle Plan to receive bike infrastructure in the long term, but it is not identified as a priority project in the 2016 ten-year priority plan. Also based on the existing pavement condition for Brookside Drive, it is not scheduled to be resurfaced until 5+ years.

The Brookside Drive item was referred to the BPAC Planning Committee for further review.

BPAC Planning Committee Review: July - August 2023

In July, BPAC members coordinated a site visit with representation from the commission, transportation staff, and residents of the neighborhood to better understand the neighborhood's concerns. At this meeting, staff reviewed the proposal from the June 2023 BPAC meeting and heard concerns from residents regarding their desire for prioritizing bike infrastructure, parking, and safety improvements. Transportation staff shared the difficulties and street constraints that limit the ability to include safe and effective bike infrastructure and parking along the corridor.

In August, the BPAC Planning Committee reviewed staff's proposal from the June 2023 meeting. Staff conducted sightline and level of service analyses that informed the following proposed changes:

- Recentering the double-yellow line to allow parking on both sides of the street, partially within the existing right-turn only lane into Conn Elementary. This change shortens the right-turn only lane and discourages drivers to use the right-turn only lane as a passing lane heading north.
- Removal of right-turn lane on Brookside Drive to Glascock Street. This will simplify the number of vehicles approaching the intersection.

The BPAC Planning Committee requested that staff evaluate opportunities to include dedicated bike infrastructure on this corridor as opposed to additional parking.

BPAC Recommendation

At the September BPAC meeting, this item was reported out of Planning Committee to the full Commission. BPAC was supportive of safety improvements to address the neighborhood concerns in the short term, but expressed concerns over adding parking to a corridor that is identified for bike infrastructure in the long-term bike plan.

BPAC Policy Review

During discussion around Brookside Drive and engagement with the neighborhood, BPAC additionally identified the need for policy that supports the bicycle and pedestrian program's ability to intake requests from residents and rank those requests against priority projects that are a part of the adopted workplan. BPAC identified this topic as a policy challenge with the current bike plan and is working with Transportation staff to review this item in the BPAC Outreach and Engagement Committee. Potential recommendations to address this policy need could also be addressed during development of the 2024 bike plan update.

Parking Division Engagement

October 2023

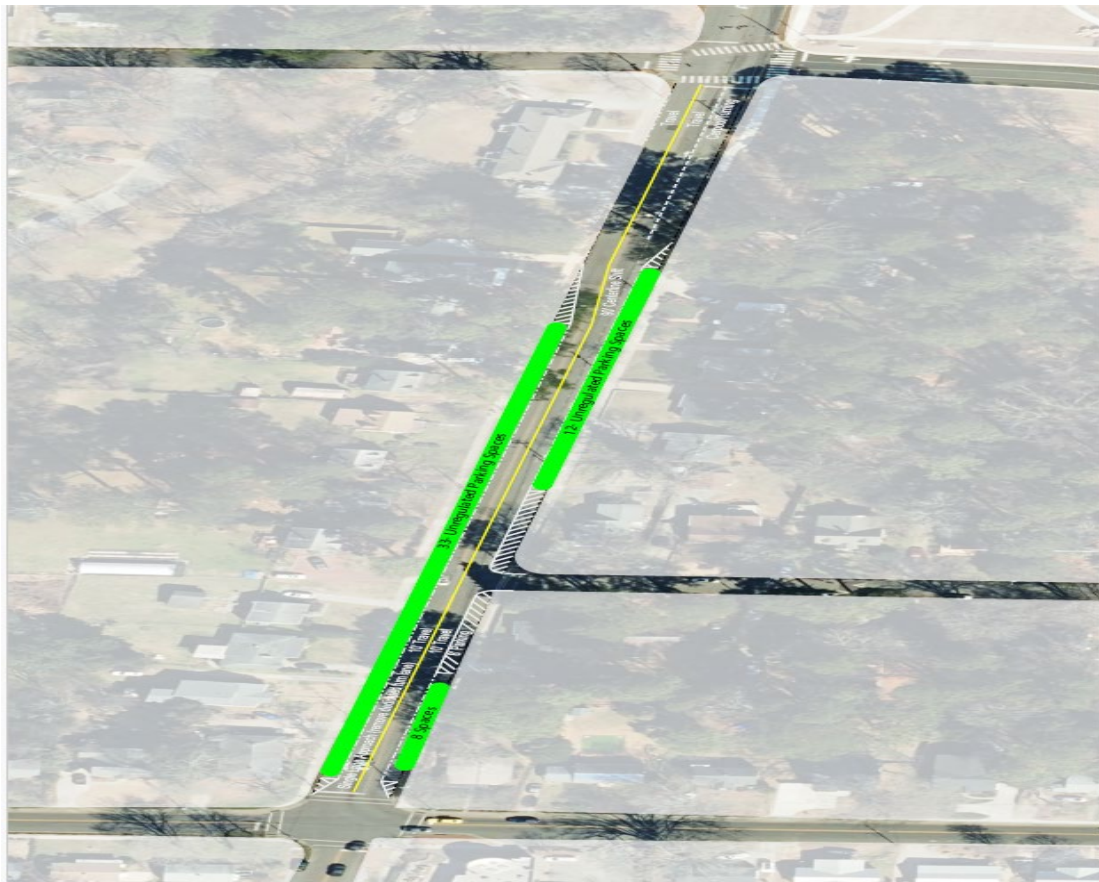
All property owners on the Brookside Drive corridor were notified of the proposed parking changes and safety initiatives in October and provided two weeks to respond with any concerns. Several responses were received from residents located outside of the notified area, but adjacent to the corridor, that requested staff to continue evaluating for bike infrastructure as opposed to only adding parking to the corridor and pursuing the proposed safety initiatives. Staff received feedback from one stakeholder within the notification area that supports the proposed parking changes and safety initiatives.

April - May 2024

Staff continued to collaborate with concerned residents to ensure everyone was informed about the changes, staff's intentions, and the reasons for deciding against pursuing bike lanes along this corridor.

Several concerns were raised about the proposed parking potentially causing line-of-sight issues when exiting Edmund Street. Upon evaluation, staff confirmed that parking would obstruct sight lines at this intersection. To address this, staff modified the recommendations to remove certain parking sections, ensuring a clear line of sight.

In April 2024, staff again notified all property owners on the Brookside Drive corridor regarding the proposed parking changes and safety initiatives and provided two weeks to respond with any concerns, and only one response was received. The response wanted to get clarification on staff's recommendation, and the respondent seem satisfied with staff's response.



Updated 2024 Proposal

Current Bike Plan Implementation Policy and Considerations

The ten-year priority plan recommends implementation of selected greenways, side paths, separated bikeways, conventional bike lanes, and neighborhood bikeways. These projects were selected using criteria such as park and greenway access, population served, need and equity, access to destinations, crash data, and existing service levels. Staff prioritizes Bicycle Program resources for this list of priority projects, which can be found in the link below.

[Prioritization and Ten-Year Plan](#)

This list of ten-year priority projects is managed and delivered through a variety of ways, including City of Raleigh and NCDOT annual resurfacing programs, private development coordination, standalone bike projects through Raleigh’s Capital Improvement Program, and in coordination with other City led projects and initiatives.

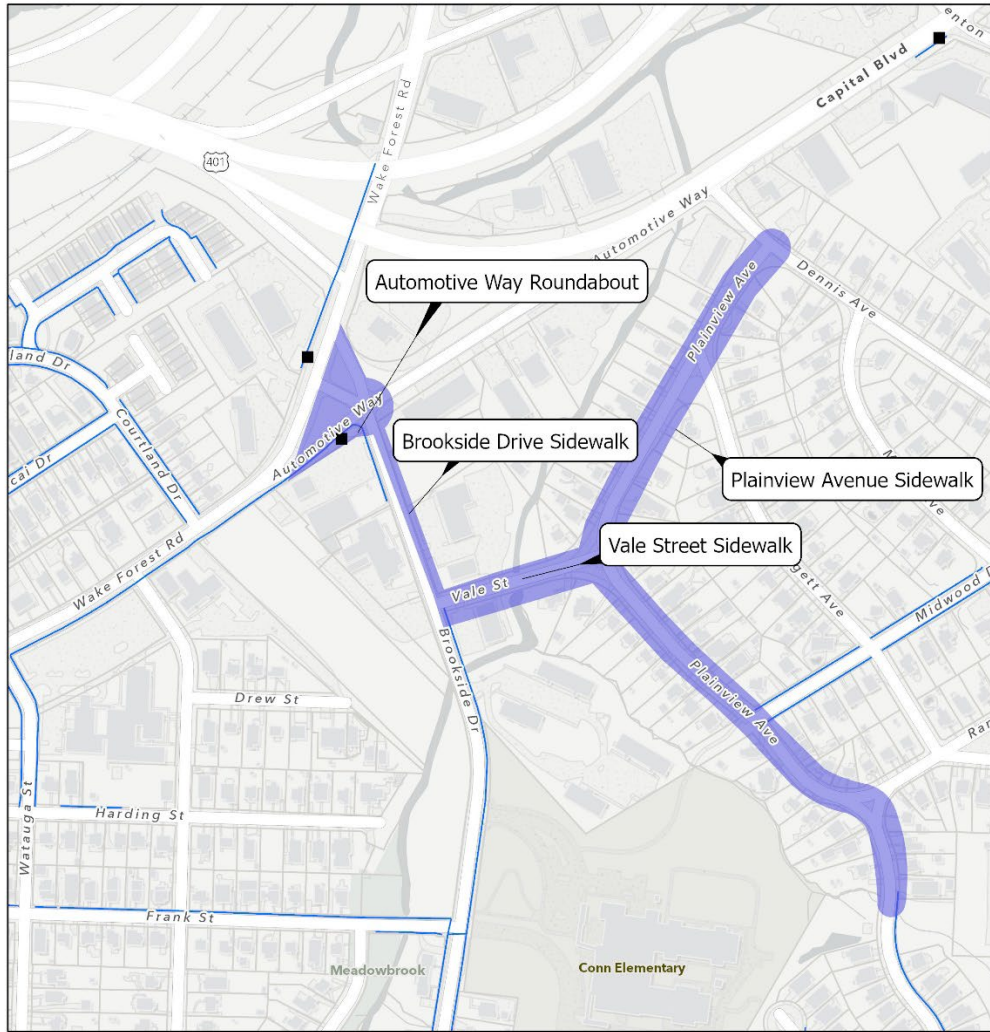
Bike Plan Update 2024

The BikeRaleigh Plan’s current priority plan was adopted with an anticipated completion year of 2026. In preparation for completing implementation of the ten-year priority plan, the City of Raleigh’s FY2021- FY2025 Strategic Plan includes an initiative to update the BikeRaleigh Plan with a focus on equitable outcomes and bike lane implementation focused on linking strategic connections.

In May 2024, the City of Raleigh kicked off an update to the 2016 BikeRaleigh Plan with NCDOT’s Integrated Mobility Division and Toole Design. The bike plan update will provide an opportunity for community engagement on development of a priority scoring matrix and how projects are selected as part of the next priority list. Staff and the project team will focus on an analysis of existing conditions throughout Summer 2024, with the first community engagement meeting planned for Fall 2024.

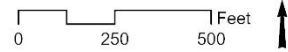
On-Going Corridor Efforts

There are also two infrastructure enhancement projects that are currently in design in this area that will be looking to go to construction in the next year. The Plainview Avenue and Vale Street sidewalk project is a petition sidewalk project that will install sidewalk on the south side of Vale Street from Brookside Drive to Plainview Avenue and on the west side of Plainview Avenue from Rankin Street to Dennis Avenue. Additionally, the 2017 bond allocated funds to construct a roundabout at the intersection of Wake Forest Road, Brookside Drive and Automotive Way to improve safety and operations. As part of this project, the sidewalk gap between Automotive Way and Vale Street will be addressed (see map below).



BROOKSIDE DRIVE VICINITY MAP

- CIP Projects - Design
- Bus Stop
- Existing Sidewalk



Raleigh Department of Transportation
May 2024

Upcoming Council Touchpoint

Staff will bring this item before Council for their consideration and direction on the June 18th Report and Recommendation of the City Manager.

To	Marchell Adams-David, City Manager
Thru	Patrick O. Young, AICP, Director
From	Tania Tully, Historic Preservation Supervisor
Department	Planning and Development
Date	June 5, 2024
Subject	Council Follow-up Item: May 21, 2021 Meeting Bloodworth Cluster and New Construction Costs in a Historic Overlay District (HOD)

During the presentation on the S. Bloodworth Street, East Street, and Cabarrus Street Assemblage, Council Member Branch asked for information on the construction costs associated with the parcels located in the Prince Hall Historic Overlay District (HOD). In consultation with Housing and Neighborhoods, Planning and Development staff offer the following high level overview of the potential cost differential for new construction (i.e.: the difference between new construction not in a HOD and new construction in a HOD).

Bloodworth Cluster

At the May 21 meeting, City Council declared as surplus two lots in the Prince Hall HOD. The small lots at 424 S. Bloodworth Street and 428 S. Bloodworth Street have a total acreage of ~.12 and were part of a Downtown Rental Housing Development Request for Proposals (RFP) issued by Housing and Neighborhoods. As stated at the meeting and described in the [back up memo](#) there were multiple reasons why no complete proposals were received for either the Bloodworth Cluster or the East/Cabarrus Cluster. Reasons gathered from two developers included market uncertainty, the need for a subsidy to meet the low-income percentage requirement, the uncertainty of ground leases, stormwater requirements, and the constraints of Tier 2 and 3 reviews.

Additional feedback received for the Bloodworth Cluster included the small lot size, parking constraints, orientation of the site and the Certificate of Appropriateness process required for being in the HOD. The developers also said that the cluster was so small that the obtainable number of units was not financially viable for the project.

New Construction process in Historic Overlay Districts

New construction in an HOD requires a Certificate of Appropriateness (COA). The COA process applies only to the exterior of the building and associated site features. The review is based on special character of the HOD using the [Design Guidelines for Raleigh](#)

[Historic Districts and Landmarks](#). The decision on a case is made by the COA Committee of the Raleigh Historic Development Commission (RHDC) in a quasi-judicial evidentiary hearing. The minimum timeframe for a COA case is about 3 months from the application deadline through the hearing and to the adoption of the minutes, decision, and findings of fact. One way to ameliorate this time is for an applicant to request that an Administrative Site Review (ASR) occur concurrently with the COA process; however, the ASR cannot be issued until the COA is obtained.

Potential Costs and Materials for New Construction in Historic Overlay Districts

The cost of new construction in an HOD is largely the same as new construction elsewhere in the City except for the caveats described below. Note that the COA process has no review authority over the interior of the building including the structure, systems, appliances, fixtures, finishes, etc. The primary added cost is the time associated with the COA process. It is possible that exterior materials could add cost, depending on what is chosen by the applicant. Although some applicants may choose to do so, new construction in an HOD is not required to use historic exterior materials such as wood siding or slate or metal roofing. Materials regularly approved for detached new construction and additions to historic structures include fiber cement siding, asphalt and fiberglass roofing, and fiberglass or aluminum clad wood windows. It is also possible for a concrete floor on a low porch and a parge coated CMU foundation to be approved rather than wood or brick.

The only material that has not been found to be congruous with any of the HODs is vinyl. Depending on the selected product, fiber cement siding can be as cost effective as vinyl, though most vinyl products cost less. Additionally, fiber cement lasts longer than vinyl, can be painted, and is more environmentally friendly. Vinyl windows may be less costly at the outset, yet aluminum clad wood windows are more eco-friendly, have a longer life span, and can be painted. They also can meet the Energy Star Multifamily standards required for using Low-Income Housing Tax Credits. Approved non-historic materials have been shown to have more similar visual qualities of wood and have a longer lifespan than the readily available new growth wood.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RALEIGH
AND
THE TOWN OF CARY
AND
THE TOWN OF GARNER
AND
THE TOWN OF HOLLY SPRINGS
AND
WAKE COUNTY
REGARDING
ANIMAL CONTROL SERVICES AND MUNICIPAL USE OF
THE WAKE COUNTY ANIMAL CENTER

Interlocal Agreement for Animal Services with Wake County

This **Interlocal Agreement** is dated the _____ day of _____, 2021 and is among the City of **RALEIGH** (“Raleigh”), 222 W. Hargett St., Raleigh, NC 27601; and the Towns of **CARY** (“Cary”), 316 N. Academy St., Cary, NC 27513; **GARNER** (“Garner”), 900 7th Avenue, Garner, NC 27529; and **HOLLY SPRINGS** (“Holly Springs”), 128 Main Street, Holly Springs, NC 27540; all of the above being municipal corporations and public bodies politic of the State of North Carolina (herein sometimes collectively referred to as the “Municipal Parties”); and **WAKE COUNTY** (the “County”), a body politic and corporate and a political subdivision of the State of North Carolina, (collectively, the “Parties”).

RECITALS

WHEREAS, animal control is an important governmental function, and one which can be the subject of an Interlocal Agreement between units of local government under North Carolina General Statutes Section 160A-461 *et seq.*; and

WHEREAS, the Municipal Parties employ animal control officers in their respective jurisdictions. Animal control officers provide the following services: capture at-large animals; report potential human exposure to rabies through bite reports; test potentially rabid animals; reduce the stray animal population; protect citizens from the dangers and problems associated with animals at-large; and investigate and address the inhumane treatment of animals;

WHEREAS, the County operates the Wake County Animal Center, in the course of its regular duties, for the purpose of reducing general animal control problems in the County. Services provided by the Wake County Animal Center include, but are not limited to: vaccination of incoming Animals; reporting potential of human exposure to rabies through bite reports; quarantine and handling of biting Animals; reducing the stray Animal population; quarantine of dangerous Animals; protecting citizens from the dangers and problems associated with Animals at large; and investigating and addressing the inhumane treatment of Animals;

WHEREAS, Wake County does not charge intake fees to Municipal Parties for sheltering services provided at the Wake County Animal Center; and

WHEREAS, the Parties find it mutually desirable to enter into this Agreement to address the issues of how to provide for the humane treatment of lost and abandoned Animals, quarantine of dangerous Animals, and rabies prevention and surveillance throughout the County.

Interlocal Agreement for Animal Services with Wake County

NOW, THEREFORE in consideration of the mutual benefits and promises made herein, the Parties agree as follows:

A. DEFINITIONS

1. "Agreement" means this document as approved by appropriate action through ordinance, resolution, or other method, pursuant to the ordinances, resolutions, or charter of the governing bodies of the County and the Municipal Parties.
2. "Animal" means domesticated dogs and cats, pet birds, guinea pigs, rabbits, hamsters, mice and rats. "Animal" does not include poultry, livestock, exotic species or wildlife.
3. "Animal Control Services" means those services provided by any of the Municipal Parties in response to a request for service received, necessary to effectively carry out the Municipal Party's animal control program. Animal Control Services include, but are not limited to, responding to requests for services for: the humane capture of stray, unrestrained, homeless, abandoned, or unwanted Animals and any subsequent transportation to the Animal Center; potential rabies exposure; and Animal bites and scratches, including the initial investigation of such incidents.
4. "Animal Center" means the physical facility commonly known as the Wake County Animal Care, Control, and Adoption Center currently located at 820 Beacon Lake Drive, Raleigh, North Carolina. The purpose of the Anima Center is to shelter or legally impounds Animals, including those being held for bite quarantine or protective custody holds, and stray, homeless, abandoned, or unwanted Animals. Relocation of the Animal Center shall not change or void this Interlocal Agreement.
5. "Exotic Species" means any live member of the primate group including lemurs, lorises, tarsiers, monkeys, apes; any member of the crocodilian species, including alligators, crocodiles, and caiman; game animals; constrictor or poisonous snakes; members of the feline species, or any hybrid thereof, other than domestic cat (*felis domesticus*); member of the canine species, or any hybrid thereof, other than domestic dog (*canis familiaris*); or any other animal that would require a standard of care and control greater than the required for customary household pets.
6. "Livestock" means members of the equine family, member of the bovine family, sheep, goats, llamas, alpacas, and swine.

Interlocal Agreement for Animal Services with Wake County

7. "Owner Surrender" means the knowing and willing contact and permanent release to Animal Control by an Animal by the Animal's owner.
8. "Wildlife" means wild birds; game animals; fur-bearing animals; feral swine; and all other wild mammals. In addition, this definition includes members of the following groups which may or may not be on the federal list of endangered or threatened species; wild amphibians; wild reptiles; and wild invertebrates except invertebrates declared to be pests under the Structural Pest Control Act of North Carolina of 1955 or the North Carolina Pesticide Law of 1971.

All defined terms are capitalized hereinafter throughout the document. Any word or phrase not defined shall have its ordinary and common meaning except for any specific animal control or veterinary terms.

B. MUTUAL RESPONSIBILITIES OF THE PARTIES

The Municipal Parties and Wake County will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

C. RESPONSIBILITIES OF WAKE COUNTY

1. The responsibilities of Wake County under this Agreement are conditioned under the delivery of an Animal to the Animal Center by a Municipal Party in accordance with the terms and conditions of this Agreement.
2. Wake County will provide housing, adoptive services, impoundment, shelter medical services, and final disposition for Animals at the Animal Center, all services which will conform to any applicable federal, state and local laws, rules, regulations, ordinances, and standards, and any internal policies of the Animal Center.
3. Wake County will provide community outreach services to promote the adoption of Animals and community education services about rabies and companion Animal related health concerns.

Interlocal Agreement for Animal Services with Wake County

D. RESPONSIBILITIES OF THE MUNICIPAL PARTIES

1. The Municipal Parties and Wake County will use their best efforts to cooperate in any Animal Control Services that may result in the intake of Animals at the Wake County Animal Center. Best efforts to cooperate may include, but are not limited to:
 - a. Furnishing the Animal Center any ownership information of the Animal collected after reasonable due diligence;
 - b. Providing Rabies Vaccination Certificates for each Animal delivered to the Animal Center, if the certificate is reasonably available to the Municipal Party;
 - c. Providing any medical or behavior history of the Animal known by the Municipal Party;
 - d. Providing the name and address of any person reporting an Animal bite;
 - e. Providing the name and address of any possible victim of an Animal bite or other injury caused by the Animal as known by the Municipal Party;
 - f. Notifying the Animal Center if the Animal is suspected of having rabies;
 - g. Providing a completed Wake County Animal Center Impoundment Form; or
 - h. Entering all the required information into the Wake County Animal Center database and creating an Animal ID number.
2. Each Municipal Party is responsible for preparing rabies specimens for any Animal it brings to the Animal Center, and the preparation and cost of necropsy services if performed by an outside diagnostic lab.
3. A Municipal Party may not remove an Animal from the Animal Center without the express authorization of the Wake County Animal Services Director or the Director's designee.

Interlocal Agreement for Animal Services with Wake County

4. The Municipal Parties will provide the Animal Center, in a timely manner, any information requested and necessary to enable the Animal Center to provide its services.
5. To ensure appropriate placement, care, safety and infectious disease understanding, Animals may be brought to the Animal Center after hours only by designated Animal Control Officers of the Municipal Parties. After hours means outside of the normal business and operating hours of the Animal Center including any recognized public holidays and all hours other than between 8:00AM and 6:30PM Monday through Sunday.
6. To ensure space availability for all incoming animals, an owner may not surrender an Animal to an Animal Control Officer in the field. Those Animal Control Officers must instruct any such owner to contact the Animal Center to make an appointment for an Owner Surrender of their Animal at the Animal Center.
7. In cases involving hoarding, (greater than 15 Animals from one location) or a high volume of Animals, the Municipal Party will coordinate the pre-plan of Animal intake with the Animal Center to ensure space capacity. The Animal Center has an Animal Hoarding Task Force to assist in hoarding cases. The Animal Hoarding Task Force has pre-planning resources and information; can assist in ensuring space is available for any incoming Animals or potentially provide immediate placement if the Animals are Owner Surrendered; and work to otherwise limit the need to euthanize Animals due to space limitations.
8. Each Municipal Party is responsible for providing any food, treats, or other items needed for placement in traps or for daily field work use.
9. The Municipal Parties understand that the Animal Center operates pursuant to federal, state and local laws, ordinances, rules and internal policies of Wake County under the direction of the Animal Services Director. Animals delivered to the Animal Center shall be boarded in accordance with those laws, ordinances, rules and internal policies.
10. Fees Paid by Municipal Parties.
 - a. Any services of Wake County for a Municipal Party resulting in holding of an Animal at the Animal Center beyond the three (3) day period set forth in the Wake County Animal Control Ordinance (§91-52), will be paid on a *per diem* basis for each day after the third day that the Wake County Animal Center houses or care for the Animal. The calculation of days is not restricted

Interlocal Agreement for Animal Services with Wake County

to business days. *Per diem* costs cover normal and customary costs.

- b. Daily boarding costs for Animal Center are posted on the Wake County Animal Center website, which provides a listing of fees for adoption, reclamation, and boarding.
 - c. The Municipal Party is responsible for additional costs on an as incurred basis to cover any additional costs resulting from the Municipal Party failing to submit any required documentation for bite quarantines, court cases, or other documentation when such failure leads to extended length of stay for any Animal.
 - d. The payments to the County shall be made upon receipt of invoice by the Municipal Party. Payment is due to the County within thirty (30) days of receipt of invoice. A Municipal Party may request an accounting for any charges incurred under this Agreement.
11. Any holding time other than those set forth below must be negotiated with the County and the respective Municipal Party to this Agreement.
- a. Holding times for Animals brought to the Animal Center by an Animal Control Officer of a Municipal Party:
 - i. Town of Cary – 5 days
 - ii. Town of Garner – 5 days
 - iii. Town of Holly Springs – 5 days
 - iv. City of Raleigh – 5 days
 - v. Wake County – 3 days
 - b. Holding times for Animals brought to the Animal Center by a resident of a Municipal Party:
 - i. Town of Cary – 5 days
 - ii. Town of Garner – 3 days
 - iii. Town of Holly Springs – 5 days

Interlocal Agreement for Animal Services with Wake County

- iv. City of Raleigh – 3 days
- v. Wake County – 3 days

E. AMENDMENT

If any Party desires to amend the Agreement, then the proposed amendment and the reasons for the proposed amendment shall be communicated in writing to the other Party. If the Parties agree to the proposed amendment, then the amendment shall be affected by entering a written amendment to the Agreement. An amendment that does not change any substantive or financial commitments of the Agreement may be executed by the Wake County Manager and the Municipal Parties. Any other amendment to the terms of this Agreement to be effective must be in the form of a written instrument properly authorized and executed by the governing boards of each Party to this Agreement. Any amendment to this Agreement to be effective must be in writing and signed by all Parties.

F. TERM, TERMINATION AND RENEWAL

- 1. The term of this Interlocal Agreement is for five (5) years, being effective as of the date of final execution by all Parties (“Effective Date”), and ending five (5) years therefrom, (the “Term”), unless earlier terminated as provided herein.
- 2. This Agreement will automatically renew on an annual basis, with terms running concurrent with the Term (“Successive Terms”), unless terminated by the Parties as set forth herein. Any Successive Terms will be included in the definition of Term. If any fees under this Agreement are changed or proposed to change during the Term, Wake County will provide the Municipal Parties written noticed sixty (60) days.
- 3. By Mutual Agreement: This Agreement may be terminated by the mutual agreement of any Municipal Party and Wake County by a written Termination Agreement executed by that Municipal Party and Wake County with the same formality as this Agreement. Termination by any Municipal Party shall not affect the rights or responsibilities of any other Municipal Party.
- 4. By Any Party: This Agreement may be terminated by any Party upon thirty (30) days written notice to the other parties. All costs and liabilities incurred by the Animal Center on behalf of the Municipal Party before termination shall be

Interlocal Agreement for Animal Services with Wake County

the responsibility of the respective Municipal Party. Termination by or of any Municipal Party shall not affect the rights or responsibilities of any other Municipal Party.

- 5. If Wake County or a Municipal Party terminates this Agreement, no additional Animals from that Municipal Party will be accepted at the Wake County Animal Center until another agreement is reached between that Municipal Party and Wake County.
- 6. Notice to any Municipal Party or to Wake County shall be sufficient if sent in writing; postage prepaid, registered or certified mail to the County Manager of Wake County or Manager of the Municipal Parties at the address below. Any written or electronic notice required by this section shall be delivered to the Parties at the following addresses:

For City of Raleigh: City Manager
City of Raleigh
Post Office Box 590
Raleigh, NC 27602

With a copy to City Attorney
City of Raleigh
Post Office Box 590
Raleigh, NC 27602

For Town of Cary: Town Manager
Town of Cary
316 N. Academy St.
Cary, NC 27513

With a copy to Town Attorney
Town of Cary
316 N. Academy St.
Cary, NC 27513

For Town of Garner: Town Manager
Town of Garner
900 7th Ave.
Garner, NC 27529

Interlocal Agreement for Animal Services with Wake County

With a copy to Town Attorney
Town of Garner
900 7th Ave.
Garner, NC 27529

For Town of Holly Springs: Town Manager
Town of Holly Springs
Post Office Box 8
Holly Springs, NC 27540

With a copy to Town Attorney
Town of Holly Springs
Post Office Box 8
Holly Springs, NC 27540

For Wake County: Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

Notices shall be deemed delivered on the date sent if addressed as set forth herein. Either party may notify the other of a change of address, which will only be effective by written notice. As necessary, day to day communication may occur between the County Animal Services Director or the Director's designee and the authorized Animal Control Services Officer of a Municipal Party. All issues of concern discussed by either party must be resolved within 30 business days or in a mutually agreed time in writing.

G. APPLICABILITY OF NORTH CAROLINA PUBLIC RECORDS LAW

The parties to this Agreement are government agencies, subject to the North Carolina Public Records Act, N.C.G.S. §132-1, et seq. Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to either party in the course of this Agreement are subject to the public records laws of the State of North Carolina and it is the responsibility of each party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials. Each party understands and agrees, that the other party, as a government agency, may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other

Interlocal Agreement for Animal Services with Wake County

provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

H. RELATIONSHIP OF PARTIES

Wake County and the Municipal Parties are, and shall remain, independent contractors with respect to any service or function performed under this Agreement. Except as provided for in this Agreement, each Party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of the other party for any purpose. Nothing under this Agreement is intended or should be construed in any manner to create a partnership or venture between the Parties.

I. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto and shall not confer any rights or remedies upon any person or entity other than the Parties.

J. INDEMNIFICATION AND FINANCIAL RESPONSIBILITY

1. Each Municipal Party shall be responsible for, and to the extent permitted by law, indemnify and hold the County and the other Municipal Parties harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of the respective Municipal Party, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by the negligence or willful misconduct of the County or any of the other Municipal Parties.
2. County shall be responsible for, and to the extent permitted by law, indemnify and hold the Municipal Parties harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or to any person or persons or property damage caused in whole or in part by the sole negligence or willful misconduct of County, its officers, directors, students, agents, contractors, employees, or representatives, except to the extent that the same are caused by negligence or willful misconduct of a Municipal Party.

Interlocal Agreement for Animal Services with Wake County

K. LIMITATION OF LIABILITY

Each party to this agreement will be responsible for its own actions in providing services under this Interlocal Agreement and, to the extent permitted by law, shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

L. NO WAIVER OR SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. §153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County or a Municipal Party for any reason if otherwise available as a matter of law.

M. NO WAIVER OF QUALIFIED IMMUNITY

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

N. FORCE MAJEURE

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

Interlocal Agreement for Animal Services with Wake County

O. APPLICABLE LAW

All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

P. GENERAL PROVISIONS

1. Non-Assignment. No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a Party to this Agreement without the prior written consent of the other Parties to this Agreement.
2. 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.
3. E-Verify. The Parties, and any vendor hired by any Party to perform under this Agreement, shall comply with the E-Verify, the federal E-Verify program operated by the United State Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
4. Counterparts. This Agreement may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. In addition, the parties may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
5. Authority to Enter. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective unit of local government.
6. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

Interlocal Agreement for Animal Services with Wake County

7. Entire Agreement: This terms and provisions herein contained constitute the entire agreement by and between the Parties and shall supersede all previous communications, representation or agreement, either oral or written between the Parties hereto with respect to the subject matter hereof. No oral representations, statement or inducements apart from the foregoing written Agreement have been made.

IN WITNESS WHEREOF, intending to be legally bound hereby, and with the authority vested in them by resolution of their respective governing boards, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

Town of Garner, North Carolina

ATTEST:

By: _____ By: _____ Date: _____
Ken Marshburn, Mayor Stella Gibson, Clerk

[Seal]

This instrument is approved as to form and legal sufficiency.


By: _____
Town Attorney, Signature Town Attorney, Printed Name

Interlocal Agreement for Animal Services with Wake County

City of Raleigh, North Carolina

ATTEST:

By: Marcell Adams Daw By: Gail Smith
 City Manager or Authorized Designee Gail Smith, Clerk



This instrument is approved as to form and legal sufficiency.

By: Approved as to form by Joy Frannicola, NECP, for the City Attorney's office
 City Attorney, Signature City Attorney Printed Name 3/5/2021

Town of Holly Springs, North Carolina

ATTEST:

By: _____ Date: _____
 Richard Sears, Mayor Linda McKinney, Clerk

[Seal]
 This instrument is approved as to form and legal sufficiency.

By: _____
 Town Attorney, Signature Town Attorney Printed Name

Interlocal Agreement for Animal Services with Wake County

Town of Cary, North Carolina

ATTEST:

By: _____ Date: _____
 Russ Overton – Deputy Town Manager Virginia Johnson, Clerk

[Seal]
 This instrument is approved as to form and legal sufficiency.

By: _____
 Town Attorney, Signature Town Attorney Printed Name

County of Wake, North Carolina

ATTEST:

By: _____ Date: _____
 David Ellis – County Manager Yvonne Gilyard, Clerk

[Seal]
 This instrument is approved as to form and legal sufficiency.

By: _____
 County Attorney, Signature County Attorney Printed Name