



# Official Agenda

**RALEIGH CITY COUNCIL**

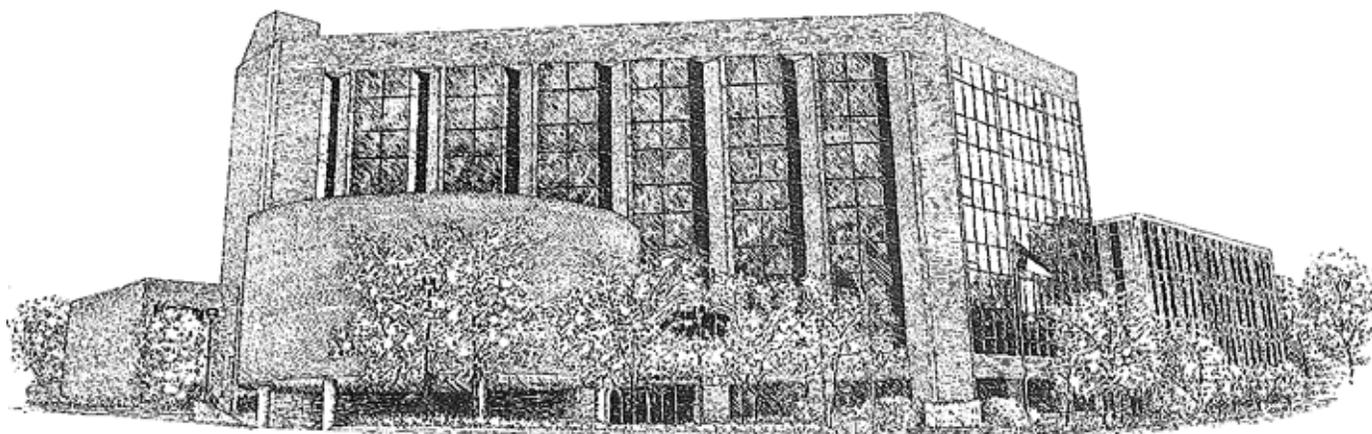
**Nancy McFarlane, Mayor**  
**Kay C. Crowder, Mayor Pro Tem**  
**Mary-Ann Baldwin**  
**Corey D. Branch**  
**David N. Cox**  
**Bonner Gaylord**  
**Russ Stephenson**  
**Dickie Thompson**

**TUESDAY, OCTOBER 18, 2016**

**11:30 A.M. LUNCH WORK SESSION**

**CONFERENCE ROOM 305**

**Avery C. Upchurch Government Complex**



**222 West Hargett Street, Raleigh, North Carolina 27602**



**A. MEETING CALLED TO ORDER BY THE MAYOR****B. AGENDA****1. Proposed Public – Private Partnership - Oberlin Road Roundabout**

Eric Lamb, Transportation

The City has received a proposal to consider entering into a public/private partnership with the Kimberley Development Corporation in order to construct a proposed roundabout on Oberlin Road at Van Dyke Avenue. Staff will provide an overview of this portion of Oberlin Road in the context of the street's history, prior area planning, and the relationship to the current vicinity plan study. Representatives from the developer will also be in attendance to explain the details of their proposal and to answer any questions.

**2. Neuse Blueway Update - Milburnie Dam and Falls Whitewater Park Updates****2.1 Milburnie Dam Removal**

Lisa Potts, Parks Recreation and Cultural Resources

The Army Corps of Engineers (ACOE) has recently approved the establishment of a mitigation bank along the Neuse River at the Milburnie Dam site to Restoration Systems, LLC (RS), an environmental restoration and mitigation banking firm. In order to provide the required ecosystem improvements associated with the dam removal, RS has proposed constructing two wetland structures upstream of the dam at the outlets of the tributaries/wetlands and has submitted a formal request to the City to allow construction access and permanent use of City owned property, greenway and sewer easements for the wetland structures. In addition, RS is requesting that the City grant a conservation easement over the existing greenway easement. It is also proposed that a third party (or parties) will be responsible for insuring the long term monitoring and maintenance of the structure in perpetuity through a non-wasting endowment.

A Terms Sheet has been drafted that summarizes the principal terms of the agreement (party responsibility, obligations, project coordination, maintenance, indemnification, compensation, etc.) between the City and RS. In addition, a Management and Funding Agreement, Trust Endowment, and Easement documents are expected to be a part of the legal document package. The approval of these documents is proposed for City Council action in early 2017.

During the work session staff will review project background, review of the RS request and coordination efforts to date. The RS team will be available to address technical questions. Included with the agenda packet is a draft of the Terms Sheet.

**2.2 Falls Whitewater Park Project Update / Neuse River Blueway Corridor**

T.J. McCourt, Parks Recreation and Cultural Resources

In 2011, Council approved the Falls Whitewater Park Concept Plan and Feasibility Study, with a total project budget estimate of approximately \$3.6 million. \$115,000 was appropriated in the FY15 capital budget to fund the Environmental Assessment (EA) for the Falls Whitewater Park, a regulatory prerequisite to final design and construction.

Through due diligence in preparation for conducting the EA, it has been determined that the total cost for environmental and regulatory permitting requirements will exceed the current project budget. The cost for completing all permitting and regulatory compliance is now estimated at approximately \$450,000-\$500,000. In addition to compliance, several additional issues have surfaced since the adoption of the 2011 Concept Plan and Feasibility Study. The issues may impact the total expected project cost and future operation of the Falls Whitewater Park.

During the work session staff will review these issues and propose alternative approaches to advancing the broader goals of a whitewater park project within existing budget parameters.



## KIMBERLY DEVELOPMENT GROUP

7100 Six Forks Road Suite 100

Raleigh, NC 27615 (919) 271-6884

July 27, 2016

James S. Greene, Jr.  
Assistant City Manager, City of Raleigh  
222 W. Hargett Street, Suite 224  
Raleigh, NC 27601

RE: Public-Private Partnership for Oberlin Road Roundabout

Jim,

I am contacting you as the owner and developer of The Oberlin Condominiums project, which is an approved residential condominium development planned for property on the east side of Oberlin Road near the intersection with Van Dyke Avenue. The purpose of this letter is to formally request that the City consider and evaluate entering into a public-private partnership with Kimberly Development Group for the construction of a roundabout at the intersection of Oberlin Road and Van Dyke Avenue.

As background, we have discussed a roundabout at this intersection with City Council members, City transportation officials, and stakeholders along the Oberlin Road corridor. As part of that dialogue, we have prepared preliminary design drawings and rough cost estimates, which we can provide to you. Although we can discuss our proposal in more detail at a later date, we propose to front the total cost of the roundabout, with the City reimbursing a portion of the total costs after construction and acceptance of the improvements.

This proposed roundabout would address the current delays associated with certain turning movements at this intersection, it would eliminate the need for the City to acquire additional right-of-way from historic residential properties along the corridor to accommodate a center turn lane, and it would provide enhanced pedestrian access across Oberlin Road, all while accommodating the north- and south-bound throughput and tractor-trailer traffic.

We would like to discuss this with you and the appropriate City officials at your earliest convenience. The Oberlin Condominiums project is moving forward, and it would be most efficient in terms of cost and operational impact if the proposed roundabout were constructed at the same time as the development project. It is important to note that the roundabout is not needed for, or associated with the approval of, the condominium project; however, the timing does present a unique opportunity to implement this roundabout.

I look forward to the opportunity to discuss this with you. Please contact me at your convenience.

Sincerely,

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

Chad Stelmok

Cc: Kay Crowder, Mayor Pro-Tem  
Russ Stephenson, City Council  
Ruffin Hall, City Manager  
Eric Lamb, Office of Transportation Planning  
Michael Birch, Morningstar Law Group

**Contact Information**

Telephone number: 919-271-6884 email: [Chad@kdgroupLLC.com](mailto:Chad@kdgroupLLC.com)  
7100 Six Forks Road Suite 100 Raleigh, NC 27615

# **Oberlin Road Roundabout Public/Private Partnership Proposal**

Eric J. Lamb, PE

City of Raleigh Department of Transportation

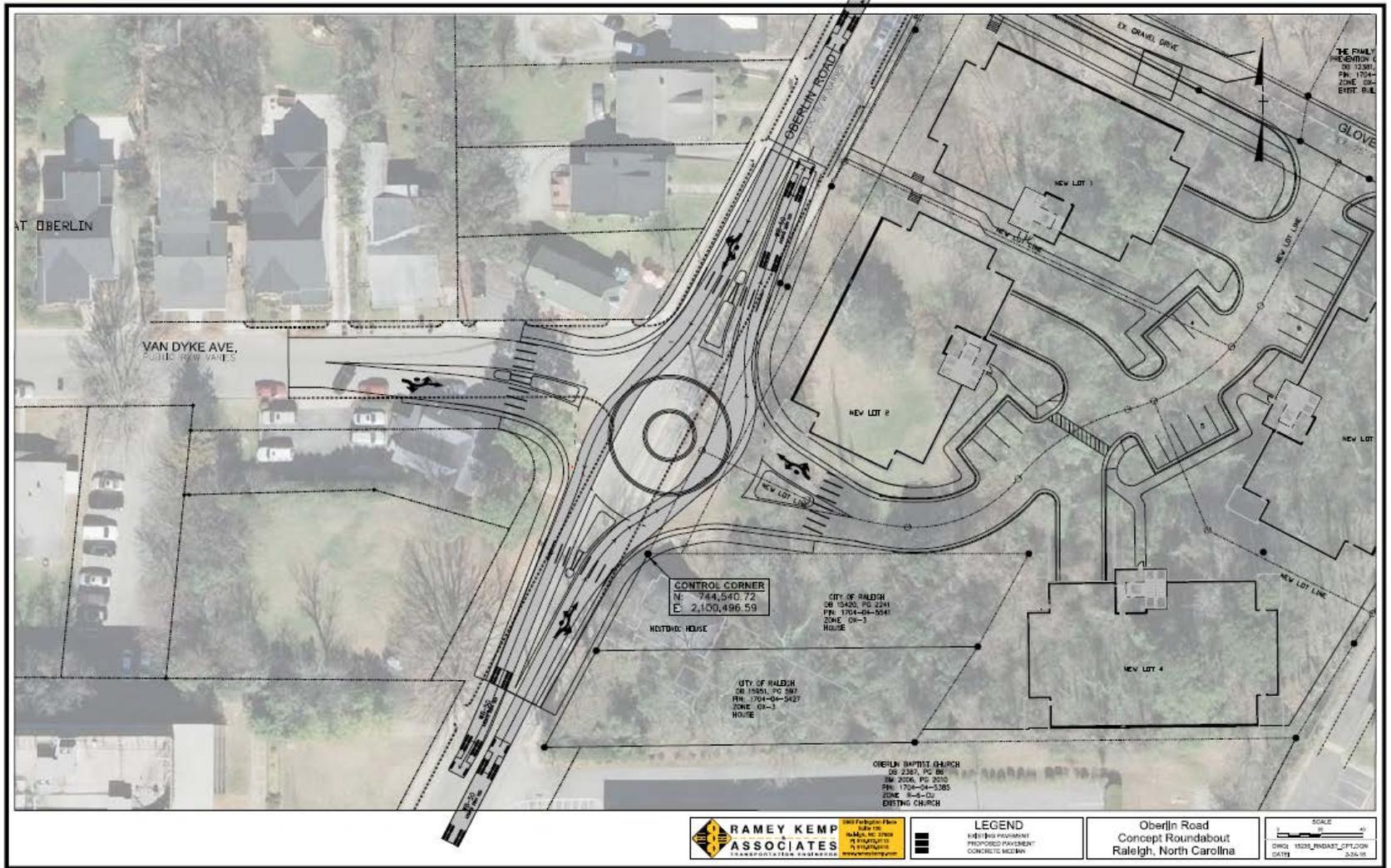
October 18, 2016

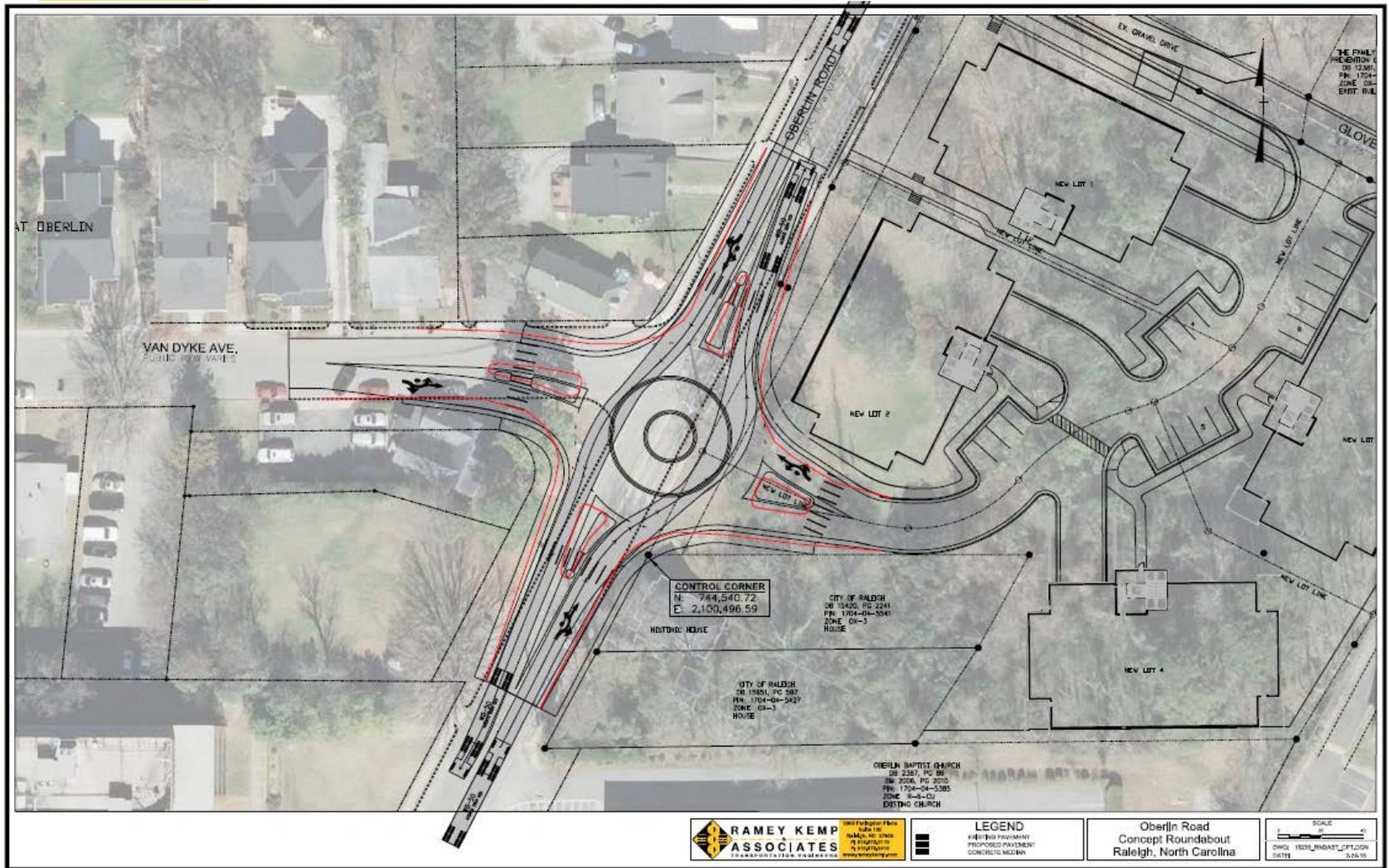
# Public/Private Partnership Proposal

- The City has received a request from Kimberly Development Company to consider a public/private partnership to utilize public funds to construct this roundabout
- Kimberly is proposing to front all costs associated with the roundabout construction and be reimbursed for a portion of the costs afterwards
  - No discussion of percentage of public participation
  - No provisions for design costs, easements, or right-of-way
- This arrangement would still require the use of a public bid process

# Public/Private Partnership Proposal

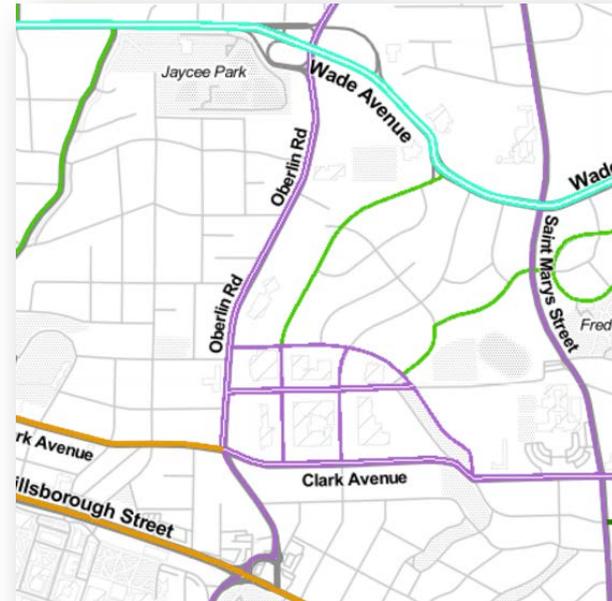
- Design sketches by Ramey Kemp & Associates (RKA) illustrate a 90-foot diameter circle traversed by a WB-50 tractor trailer
- To accommodate the WB-67 units currently in use, a minimum 95-foot diameter design would be required
- Island design would also need to be modified to moderate speeds entering the circle





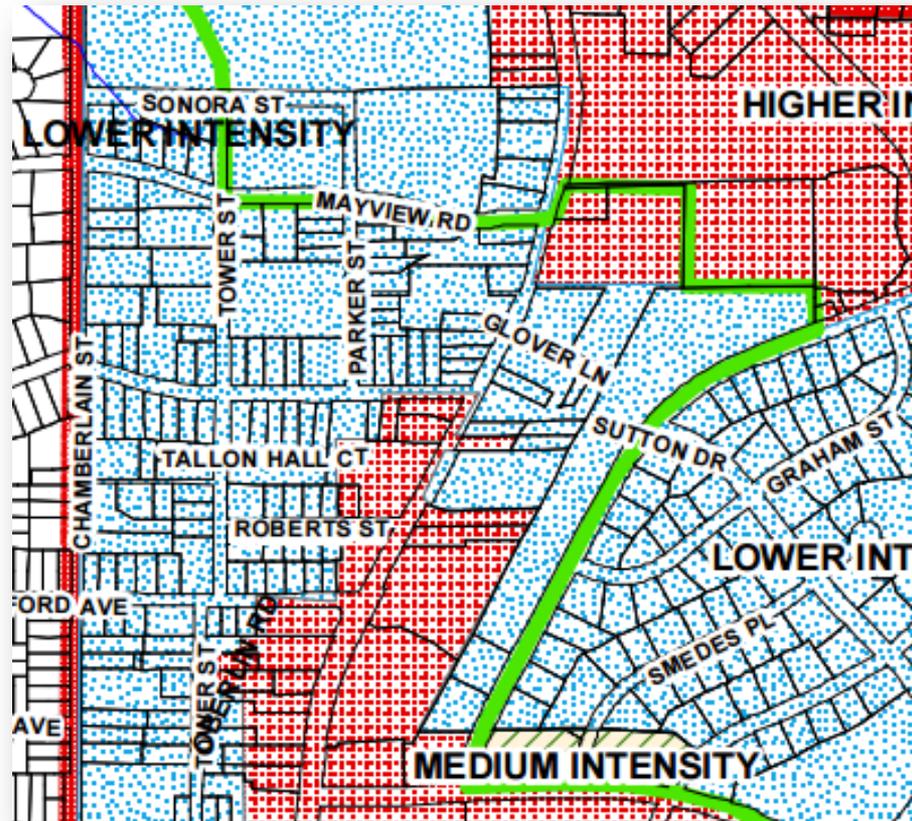
# Oberlin Road History

- Oberlin Road runs through the historic Oberlin community
- At one time was programmed to be a five-lane road (plan amended in 2009)
- Current Comprehensive Plan designation = Two-lane divided avenue



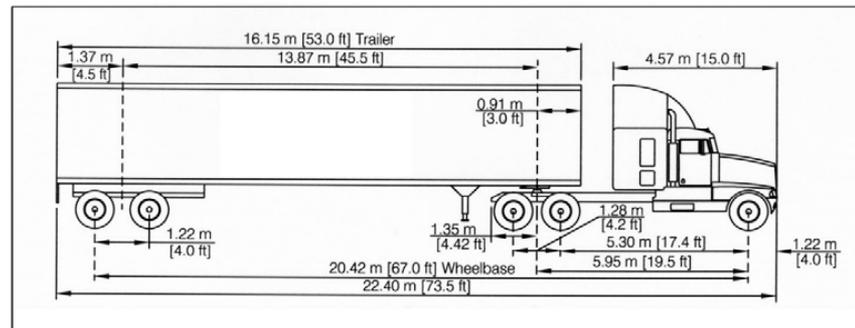
# Wade-Oberlin Small Area Plan

- Policy AP-WO 11 - Oberlin Village Land Uses
  - The Oberlin Village neighborhood should be preserved with its current residential uses: single-family houses and apartment units.



# Roundabout at Oberlin/Van Dyke

- Staff first evaluated a roundabout concept at Oberlin/Van Dyke in 2013
- Major consideration: Oberlin Road is the only designated truck route into Cameron Village
- Many food delivery trucks utilize large “WB-67” tractor-trailer units that must be able to traverse any roundabout at this location
- Unlike Hillsborough Street, a roundabout at this location would not need to accommodate left-turns or U-turns
- City owns Plummer Hall House directly adjacent to this location



# Cameron Village/Hillsborough St Plan

- A proposed roundabout at Van Dyke Avenue and Oberlin Road was discussed by the Steering Committee with no recommendation to include in the final plan
- A request to add this roundabout was raised in the final phase of public comment
- There has been no public dialogue to date about the option as part of this planning process

# Public/Private Partnerships

- Per Council's previous direction, staff is currently working on developing a new policy for Public/Private Partnerships and cost sharing agreements
- Staff is looking at examples from other cities for reference and best practices
- Entering into a reimbursement agreement with Kimberly still requires the City to set aside funding to encumber the contract

# Questions

- Should the City enter a partnership with Kimberly to construct a roundabout here?
- If so, what is the source of funding to be used?
- Should there be additional public involvement to determine if a roundabout is appropriate for this location?
- Is there an opportunity to address the access needs of the Plummer Hall House?

# Questions?





*City Of Raleigh*  
NORTH CAROLINA

**TO:** Mayor McFarlane and Members of City Council  
**FROM:** Lisa Potts, Senior Greenway Planner  
**DATE:** October 12, 2016  
**RE:** Milburnie Dam Removal Project

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**Background Information**

The Milburnie Dam, a privately owned obsolete structure, last used for hydroelectricity in the late 1980's is located on the Neuse River approximately one-half mile north of Highway 64 east of Raleigh (Figure 1). In 2002 the North Carolina interagency Dam Removal Task Force (DTRF) designated Milburnie Dam as a priority for removal. The priority designation was assigned primarily because it is a known barrier to movement of migratory fish.

The Army Corps of Engineers (ACOE) has recently approved the establishment of a mitigation bank along the Neuse River at the Milburnie Dam site to Restoration Systems, LLC (RS), an environmental restoration and mitigation banking firm. Mitigation banking is the preservation, enhancement, restoration or creation of a wetland, stream, or habitat conservation area which offsets, or compensates for, expected adverse impacts to similar nearby ecosystems. The goal is to replace the exact function and value of specific habitats (i.e. biodiversity, or other ecosystem services) that would be adversely affected by a proposed activity or project.

To initiate the required ecosystem improvements for the mitigation bank, RS has proposed to remove the dam from the active channel of the Neuse River. Improvements include restoration of 6 miles of river habitat that provide the following benefits: anadromous fish passage, opening an additional 15-miles of spawning habitat for American shad; support of the recolonization of habitat for several rare, threatened or endangered aquatic species; reestablish habitat for riverine species; and improve local water quality. Safety issues were not identified in the Mitigation Bank Prospectus, however, RS has communicated that safety is also a benefit in removing the dam as several drownings have occurred at the base of the dam since 2008.

Once the dam is removed and mitigation completed, RS will be issued “mitigation credits” by the state and federal agencies that regulate development. These credits may then be purchased from RS by mitigation fee programs, private and public agencies to meet their mitigation obligations.

It is important to note that from the period of 2006 to 2012, the City activity pursued stream and wetland mitigation credits for the anticipated Little River Reservoir project, which would inundate 573 acres of wetlands and 38,000 linear feet of stream after construction. During that period, it was generally recognized that with few exceptions, the mitigation credits could most quickly and efficiently be acquired through a mitigation project of removing the Milburnie Dam. But by the end of 2012, it began to appear that alternatives to the Little River Reservoir might prove more viable water supply projects. This is because the National Environmental Policy Act scoping process revealed other less environmentally harmful options, at least to key resource agencies, that the City had to overcome or implement before the USACE permit process could move forward for Little River Reservoir. By 2015 the City began pursuing one such alternative, a reallocation of storage within Falls Lake. This action indefinitely deferred further mitigation acquisition by the City. In the interim, other larger regional projects such as the completion of the southern loop of 540 have filled the mitigation market gap created by the deferral of the Little River Reservoir.

### **Restoration Systems’ Request**

In order to provide the required ecosystem improvements associated with the dam removal, RS has proposed constructing two wetland structures upstream of the dam at the outlets of the tributaries/wetlands. This will help maintain elevated hydraulic grades which will preserve the wetland areas once the dam is removed. The structures are proposed to be constructed primarily of natural materials to blend with the aesthetics of the surroundings.

RS submitted a formal request to the City in January 5, 2015 to allow construction access and permanent use of City owned property, greenway and sewer easements for the wetland structures. RS is proposing to construct one structure (West Bank Structure) within an existing greenway easement located on the west bank of the river just north of the dam near Bridges Lake in the Hedingham community. The second structure is proposed on the east bank of the river, adjacent to the dam, on private property owned by Beachwood HOA. In addition, RS is requesting that the City grant a conservation easement over the existing greenway easement. It is also proposed, that a third party (or parties) selected by RS and approved by the City will be responsible for insuring the long term monitoring and maintenance of the structure in perpetuity through a non-wasting endowment.

The Neuse River Greenway Trail runs along the west side of the river in the vicinity of the Milburnie Dam, however, a greenway bridge crosses the river approximately 500 feet below the dam. This bridge connects the trail to the east side of Milburnie Dam where trail parking and canoe access is provided. The property immediately adjacent to the dam and greenway on the east and west sides of the river is designated as a future park site (Milburnie Park). In addition, the City of Raleigh maintains a 54” sanitary sewer line, the Neuse River Interceptor, near the proposed west bank outlet structure. This sewer line runs under Bridges Lake immediately west and adjacent to the Neuse River Trail boardwalk located to the south of the Hedingham community.

### **COR Review and Approval Process**

Following the initial request, City staff and RS representatives have been working together to address the City’s concerns and evaluate the City’s risk in granting the request. Several documents have been prepared by RS to assist in the evaluation. A Technical Memo has been prepared that summarizes the geomorphology, hydrology and hydraulics of the Milburnie impoundment and describes anticipated

changes in these physical characteristics following the dams removal with particular adjustments in channel dimensions and their implications to property boundaries. The Technical Memo summarizes that given the Milburnie Dam impoundment morphology and lack of accumulated sediment, channel adjustments will be localized to immediate vicinity of the dam. Channel narrowing and slumping is expected within 1 ¼ mile of the dam site and exposed areas are expected to rapidly revegetate. In addition, an Infrastructure Resilience was prepared for COR Public Utilities by Stantec that addresses associated risk to the 54" sanitary sewer line adjacent to the proposed west bank wetland structure if the wetland structure were to fail. The memo concludes the probability of exposure and/or undermining of the pipe is low due to the new minimum water level in the river resulting in backwater conditions conducive to a depositional environment.

Coordination efforts also included addressing concerns related to the temporary/permanent/conservation use of these areas and drafting a Terms Sheet (Attachment 1). The Terms Sheet is the framework for the final agreement (Contract) and summarizes the principal terms of agreement (party responsibility, obligations, project coordination, maintenance, indemnification, compensation, etc.) between the City and Restoration Systems. In addition, a Management and Funding Agreement and Trust Endowment are expected to be a part of the legal document package. The approval of these documents is proposed for City Council action in early 2017.



## Attachment 1

### Restoration Systems, LLC - City of Raleigh Milburnie Impoundment Wetlands Construction and Conservation

#### Terms Sheet

This Terms Sheet summarizes the principal terms of a proposed agreement between Restoration Systems, LLC ("RS") and the City of Raleigh ("City") to install a structure ("Structure") controlling wetland water levels on City property and other adjacent properties (these activities are referred to in this Terms Sheet as "Installation Project") that are either under the City's control or require construction access utilizing City property. No legally binding rights, duties or obligations shall be created by this Terms Sheet. The Parties anticipate that a final and binding agreement may be executed concerning these, and other terms at a later date. This Terms Sheet is not a commitment by the Parties to consummate such a final agreement and is conditioned on the completion of due diligence, legal review, City Council approval, and documentation that is satisfactory to both Parties.

The terms of such a final agreement shall consist of the following, at a minimum:

- **RS will design and construct the Structure at its own expense.**
- **The City will grant a conservation easement ("CE") on the property upon which the Structure is built, including a temporary construction easement and a permanent access easement. A third party, or third parties, selected by RS, qualified under North Carolina law, and approved by the City, which approval shall not be unreasonably withheld, shall hold the conservation easement. As to property not owned by the City, but encumbered by existing greenway easements, the City will provide necessary encroachments or releases within the greenway easement areas to allow construction of and access to the Structure.**
- **The CE will contain language that will permit the use of the area to be consistent with the goals of the Capital Area Greenway Program as well as the ability to maintain, repair, and replace public utility infrastructure.**
- **RS will, at its own expense, and in coordination with the City Attorney's Office, have the CE, as well as permanent access and temporary construction easements prepared and recorded for the Installation Project.**

- **The City will also convey an access easement over City-owned property in the Hedingham vicinity allowing RS to access such property for the Installation Project. RS shall also obtain private easements to access and use any private property for the Installation Project.**
- **RS will provide a full set of construction plans and specifications for the Structure as well as the USACE-approved Milburnie mitigation bank to the City for its review, comment, and use. Such plans will include: access roads, potential greenway detours, and re-vegetation plans. The construction documents will also include the City's standard greenway trail detail and specifications for potential trail repair or replacement.**
- **Prior to the start of any construction, including removal of Milburnie Dam, RS will coordinate with City staff regarding all necessary greenway detours. In addition, RS will post greenway detour notices for the public at each end of such detour. Such notices will include detour maps. Greenway detour or other traffic control notices will be provided to the City for review before posting. RS will, at its own expense, prepare greenway detour notices and implement such detours.**
- **Following construction of the Structure, the City's rights to temporarily alter the Structure for purposes of replacing, maintaining and upgrading public utility infrastructure will be reserved. Such terms and conditions will also obligate the City to restore the Structure to its original condition after such access.**
- **RS will restore any and all portions of greenway trail facilities to their original condition or better in the event damages occur as a direct result of its construction or future maintenance activities.**
- **The City will be held harmless for long-term maintenance of the Structure, excepting the repair of any temporary alterations incurred during public utility infrastructure access by City staff or their agents.**
- **RS will ensure the long-term monitoring and maintenance of the Structure through a non-wasting endowment, calculated on reasonable assumptions of Structure endurance, reasonable rates of return on principal investment and reasonable estimates of inflation. A suitable third party, or third parties, selected by RS, qualified under North Carolina law, and approved by the City, which approval shall not be unreasonably withheld, will hold and manage the endowment, and the third party (or parties) will be responsible for the Structure's monitoring and maintenance in perpetuity.**

- **The final contract will include the City's standard nondiscrimination statements, which includes the requirement to conform, in all respects, to the provisions and intent of City of Raleigh Ordinance 1969-889, as amended.**
- **The final contract shall not require arbitration nor limit either Parties' right to a jury trial and access to the state and federal courts located in Wake County, North Carolina in the event of a dispute arising from the agreement or project.**
- **RS shall, at appropriate times, provide a Certificate of Liability Insurance showing minimum coverage set forth by City Risk Management and in compliance with statues for Workers' Compensation.**
- **The final contract shall contain a provision establishing that North Carolina law shall govern the contract and that any dispute be heard by courts located in Wake County.**
- **With limited exceptions, the City's obligation under Chapter 132 of the North Carolina General Statues (Public Records) prevent it from agreeing to be bound by typical confidentiality provisions. Parties that seek to do business with the City should have no expectation that any terms of the contract or engagement will be considered confidential under state law.**
- **As between RS and City, RS, shall be primarily liable for the negligent or intentional acts or omissions of RS's agents, contractors or employees. Unless caused solely by the negligence or willful misconduct of City, its agents or employees, City disclaims and accepts no responsibility or liability for any expense, loss, cost, or damage relating to or arising from or in connection with (i) the removal of Milburnie Dam; (ii) the construction of the Structures; (iii) RS's exercise of any rights, privileges, and obligations granted by the City related to the final agreement; or (iv) RS's failure to satisfy its obligations under any related agreement with the City (collectively, "Loss").**
- **RS shall release City from responsibility and liability for any Loss and from any actions, claims or suits relating thereto or otherwise arising from or in connection with (i) the removal of Milburnie Dam; (ii) the construction of the Structures; (iii) RS's exercise of any rights, privileges, and obligations granted by the City related to the final agreement; or (iv) RS's failure to satisfy its obligations under any**

related agreement with the City (including any claims for contribution and/or indemnity relating to third party claims)(collectively, "Claims").

- As to third parties, RS shall indemnify, defend, and save harmless City from and against any and all:
  - A) Losses and/or Claims relating to or arising from or in connection with (i) the removal of Milburnie Dam; (ii) the construction of the Structures; (iii) RS's exercise of any rights, privileges, and obligations granted by the City related to the final agreement; or (iv) RS's failure to satisfy its obligations under any related agreement with the City.
  - B) Liability, losses, damages, claims, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) for personal injury (including death) and/or property damage sustained by such third parties and caused by or arising from (i) the removal of Milburnie Dam; (ii) the construction of the Structures; (iii) RS's exercise of any rights, privileges, and obligations granted by the City related to the final agreement ; or (iv) RS's failure to satisfy its material obligations under related agreements with the City; or (v) the presence of RS, its agents, contractors, subcontractors, employees, representatives, licensees, guests, invitees, or permittees upon or about the City's property related to the agreement.
  - C) Liability, losses, damages, claims, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) for any Claims arising from any adverse environmental, ecological, economic, or property impacts, including upstream and downstream impacts, resulting from or connected to (i) the removal of Milburnie Dam; (ii) the construction of the Structures; (iii) RS's exercise of any rights, privileges, and obligations granted by the City related to the final agreement; or (iv) RS's failure to satisfy its obligations under any related Agreement with the City.
- RS shall compensate the City for the required easements with a one-time payment of seven thousand five hundred dollars (\$7,500)

- **City may require an additional public meeting and reasonable notifications depending on the status pending regulatory permitting requirements.**

Terms agreed to and accepted by:

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John Preyer  
President  
Restoration Systems, LLC

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Name: Ruffin L. Hall  
Title: City Manager  
City of Raleigh



## *City Of Raleigh*

NORTH CAROLINA

**TO:** Mayor McFarlane and Members of City Council

**FROM:** TJ McCourt, Planner  
Parks, Recreation and Cultural Resources Department

**DATE:** October 12, 2016

**RE:** Falls Whitewater Park Project

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### **Background Information**

In 2011, Raleigh City Council approved the Falls Whitewater Park Concept Plan and Feasibility Study. The Feasibility Study, which was developed in consultation with Stewart Engineering and McLaughlin Whitewater Design Group, established a total project budget estimate of approximately \$3.6 million. The Falls Whitewater Park was designated as a medium-term (5-10 years) project in the 2014 Parks, Recreation and Cultural Resources System Plan.

Since the adoption of the 2011 Feasibility Study, several issues have surfaced which impact total expected project cost and future operation of the Falls Whitewater Park.

### **Environmental Assessment and Regulatory Permitting**

Based on a scope and fee proposal provided by Stewart Engineering, the City of Raleigh allocated \$115,000 in the FY15 CIP budget to fund the required NEPA Environmental Assessment (EA) for the Falls Whitewater Park.

Through due diligence and more detailed scoping discussions with the United States Army Corps of Engineers (USACE), the City Attorney's Office, and the EA project consultant, it has been determined that additional environmental and regulatory permitting requirements will exceed the current budget.

Unanticipated requirements include USACE review fees in excess of \$45,000, a formal Recreation Outgrant Request for projects on USACE-owned land, and additional plans and studies required for the EA and 401/404 permitting. The cost for completing all permitting and regulatory compliance prerequisites to final design and construction is now estimated at approximately \$450,000-\$500,000.

### **Falls Lake Reallocation Study**

The USACE is currently engaged in a reallocation study to evaluate the potential of reallocating surplus water in the Falls Lake water quality pool to the Falls Lake water supply pool. The final reallocation plan could result in changes to the release schedule of water from Falls Dam, which may impact the number of useable boating days at the whitewater park.

The whitewater park features are proposed for a segment of the Neuse River which currently receives adequate flow for whitewater rafting (200 cfs) approximately 35 days per year. The proposed whitewater park design would increase the number of useable boating days to an estimated 66 days per year under the current release schedule. Any reduction in the water release schedule from Falls Dam could result in fewer useable boating days per year at the whitewater park.

### **Proposed Endangered Species Critical Habitat**

The National Marine Fisheries Service has proposed a critical habitat designation of the Neuse River for the endangered Atlantic Sturgeon. If this proposed designation is adopted, then additional Endangered Species Act (ESA) consultation requirements could cause time delays, design modifications, and increased regulatory costs associated with the Falls Whitewater Park. Furthermore, it is possible that the City of Raleigh would be required to suspend operation of the whitewater park during the spawning season (February-May), which historically coincides with the heaviest water releases from Falls Dam.

### **Project Alternatives**

In light of these issues, the Parks, Recreation and Cultural Resources Department (PRCR) has reviewed several options intended to advance the broader goals of the Falls Whitewater Park project within existing budget parameters.

**Option 1: Phasing of the Regulatory Process**—Maintain project continuity and ultimately deliver on the original vision for the Falls Whitewater Park Project.

- Due to the interrelated nature of these regulatory processes, it is common practice and highly advisable to pursue all permitting and public agency review simultaneously.
- Completing all documentation and studies at one time ensures consistent and predictable review and comment from USACE and other public agencies.
- However, it is possible for us to pay the USACE review fees and begin the EA/Recreation Outgrant Request process, pending future funding to complete the regulatory process and apply for the additional permits required.

**Option 2: Neuse River Blueway**—Promote the broader goal of the Falls Whitewater Project to bring attention, activity, and appreciation to the Neuse River through reinvestment in existing facilities.

- A “blueway” is a linear water path or trail that is developed with launch points and points of interest for canoeists, kayakers and paddle boarders. Blueways are typically developed by state, county or local municipalities to encourage water-based recreation, ecological education and preservation of wildlife resources.
- Public access along the Neuse River could be enhanced with improvements to existing boat launches and greenway trailheads. This approach would build on the success of the Neuse River Greenway Trail, to promote the Neuse River as a multi-use linear park asset.
- PRCR currently maintains 5 access points along the Neuse River, and one additional boat launch is proposed in the Master Plan for Riverbend Park. Construction of this launch could become a top priority in the development of Riverbend Park.

- \$115,000 currently budgeted for the EA process could be reallocated for upgrades and improvements to existing boat launches. A multi-year funding strategy would be developed to prioritize additional boat launch improvements, parking enhancements, and other facility investments.
- This approach allows investment in water-based recreation to be distributed along a broader geographic area and among users of all skill levels, rather than concentrated in a single asset such as the whitewater park.

### **Recommendation**

After review of these alternatives with staff from PRCR and the City Manager's Office, it is staff's recommendation that the City pursue using the \$115,000 currently budgeted for the Environmental Assessment to construct improvements to existing boat launches in furtherance of the Neuse River Blueway concept.

Permitting and regulatory compliance required for the Falls Whitewater Park project could be pursued pending future budget availability.



# Falls Whitewater Park

## Project Update



# Project Overview



# Project Site (Low CFS)



# Project Site (High CFS)



# Project Background

**May 2011: Concept Plan Adopted**

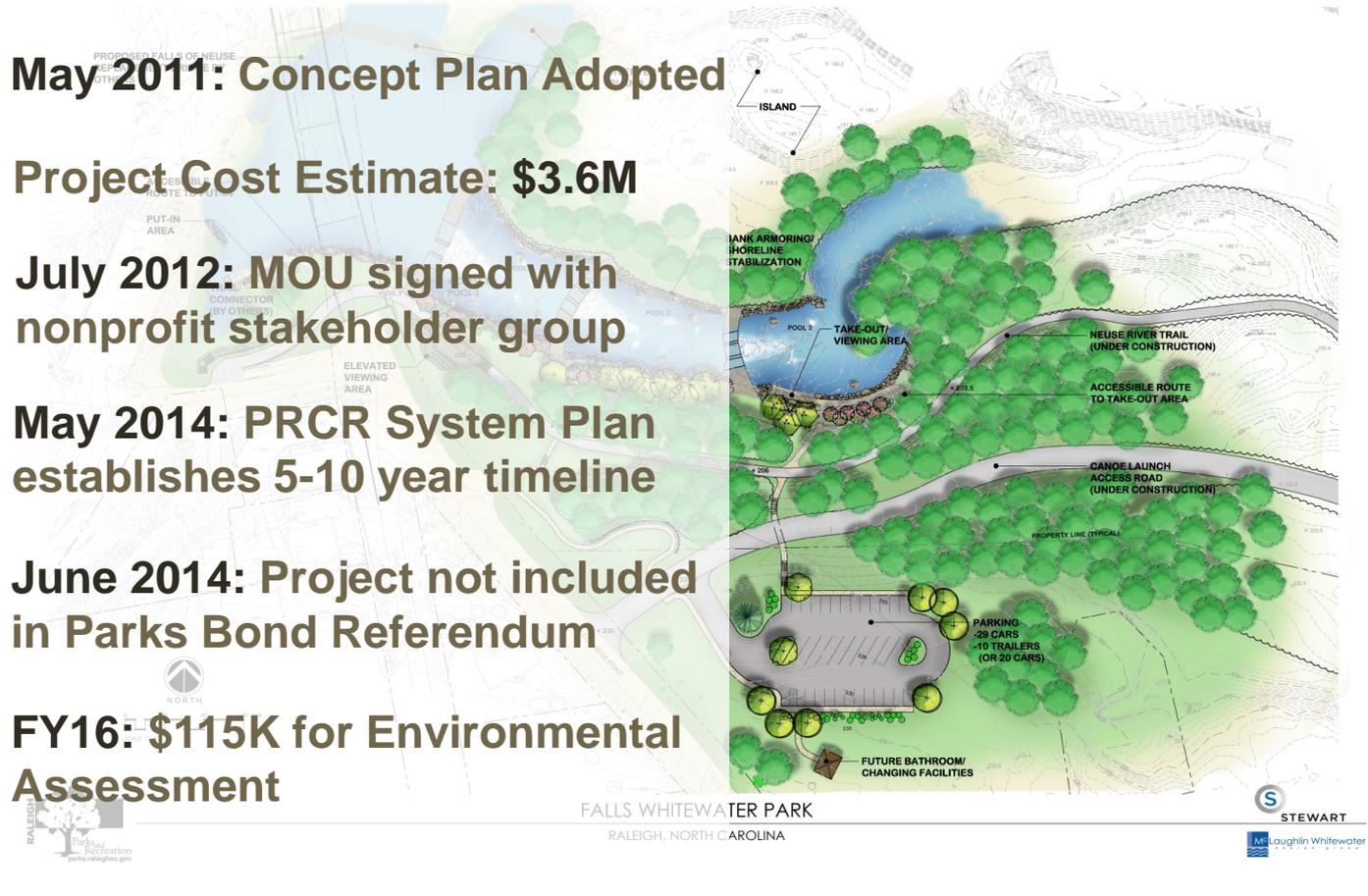
**Project Cost Estimate: \$3.6M**

**July 2012: MOU signed with  
nonprofit stakeholder group**

**May 2014: PRCR System Plan  
establishes 5-10 year timeline**

**June 2014: Project not included  
in Parks Bond Referendum**

**FY16: \$115K for Environmental  
Assessment**

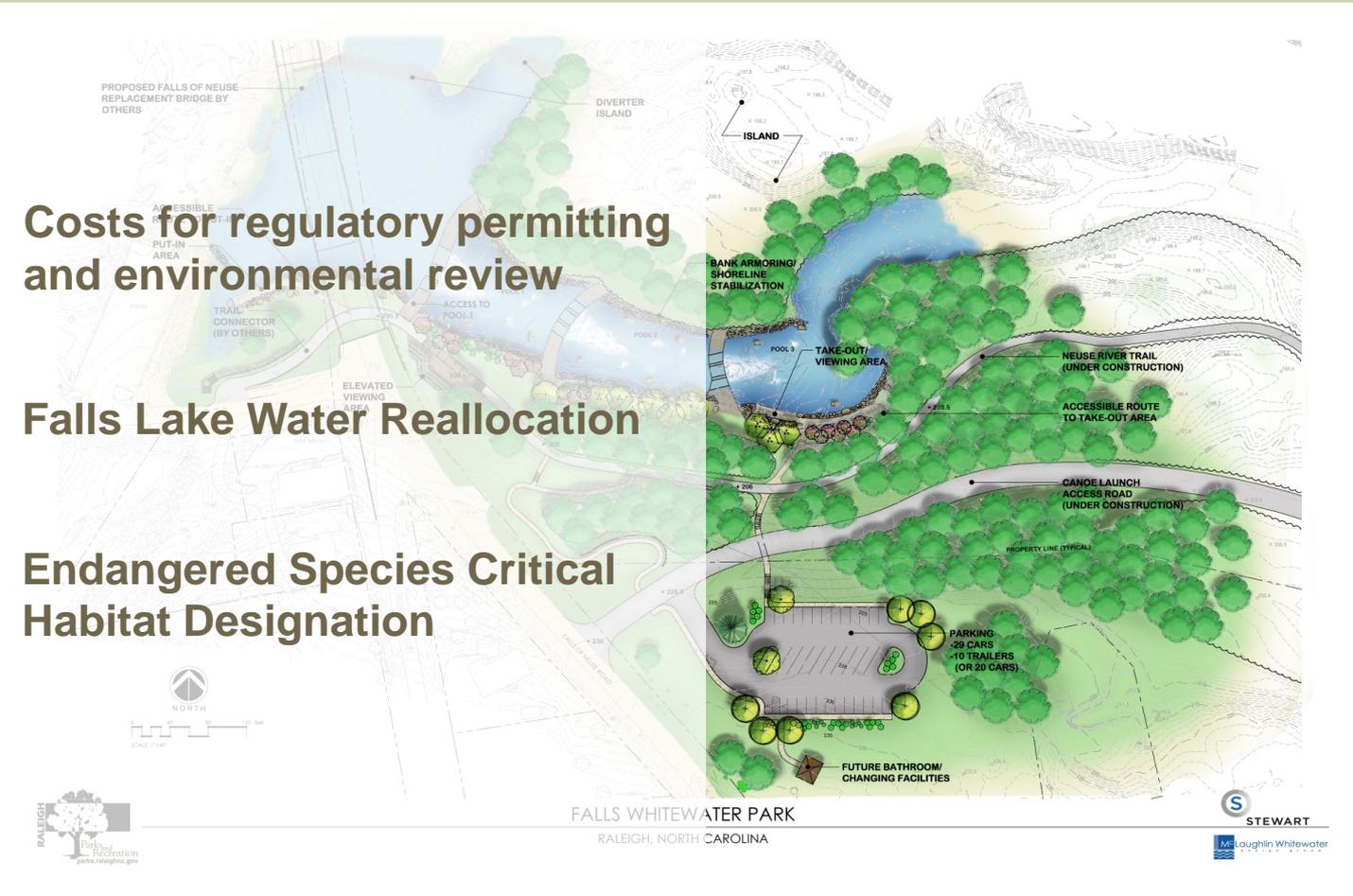


# Project Developments

Costs for regulatory permitting and environmental review

Falls Lake Water Reallocation

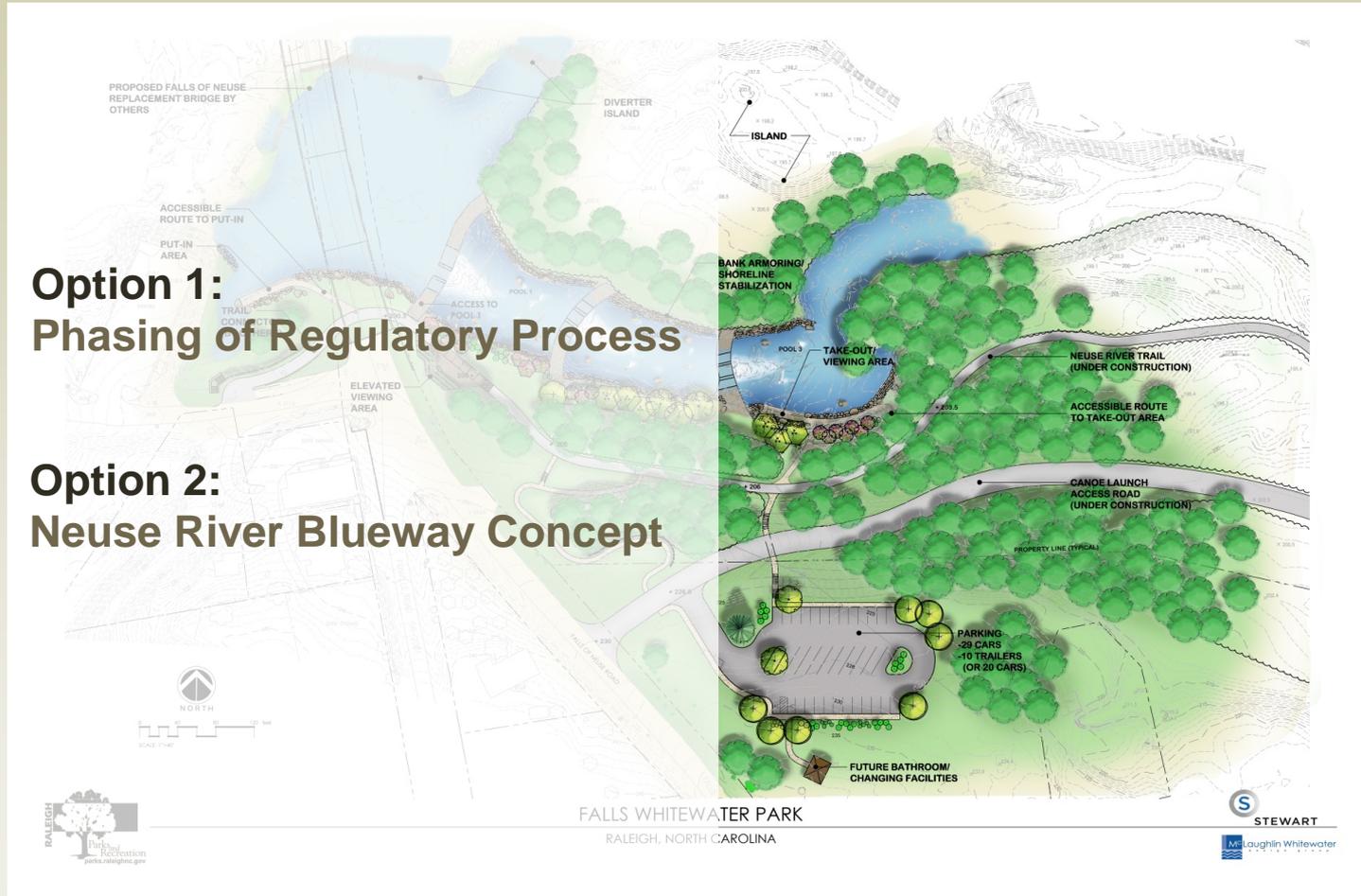
Endangered Species Critical Habitat Designation



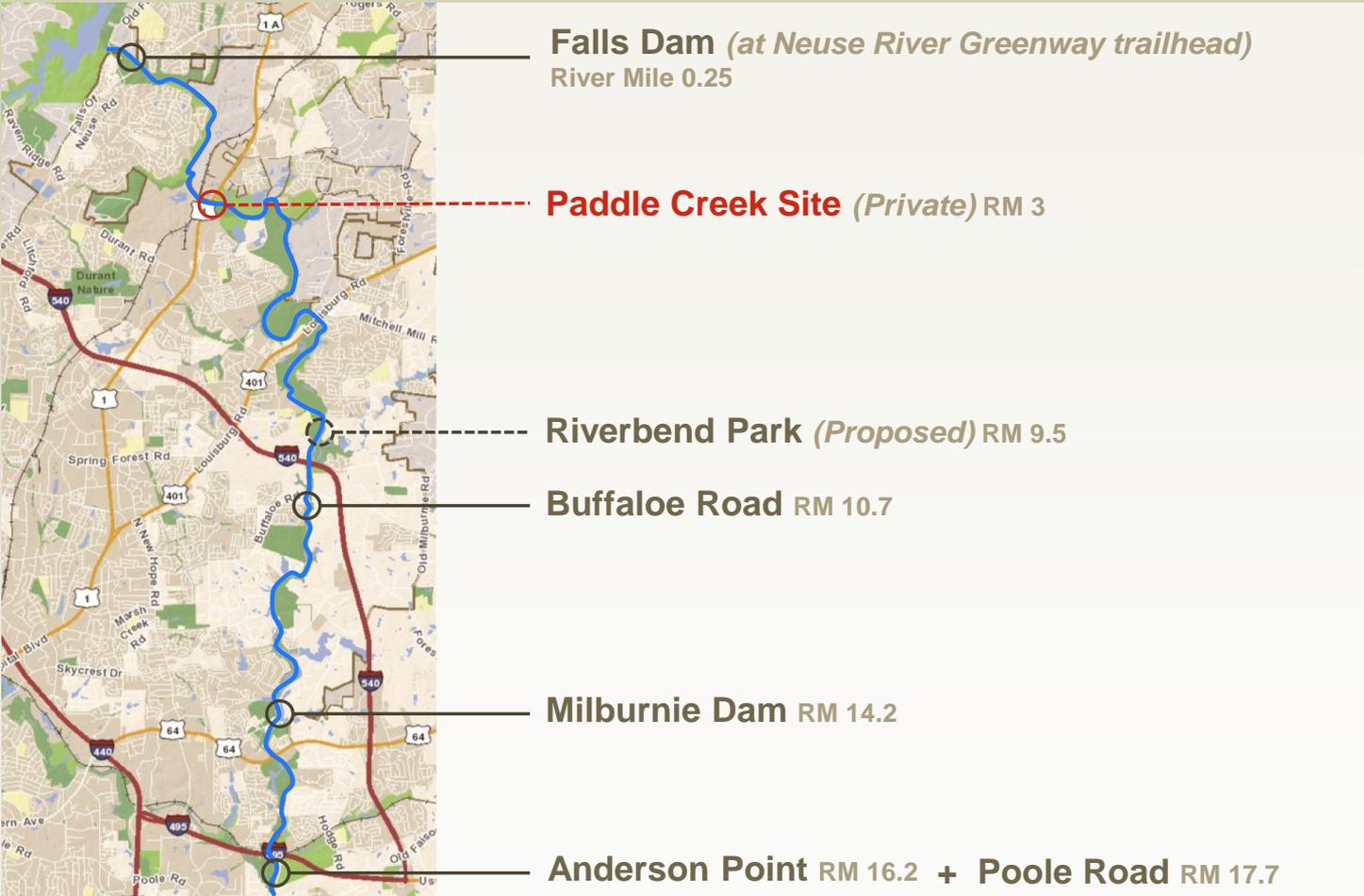
# Project Alternatives

**Option 1:  
Phasing of Regulatory Process**

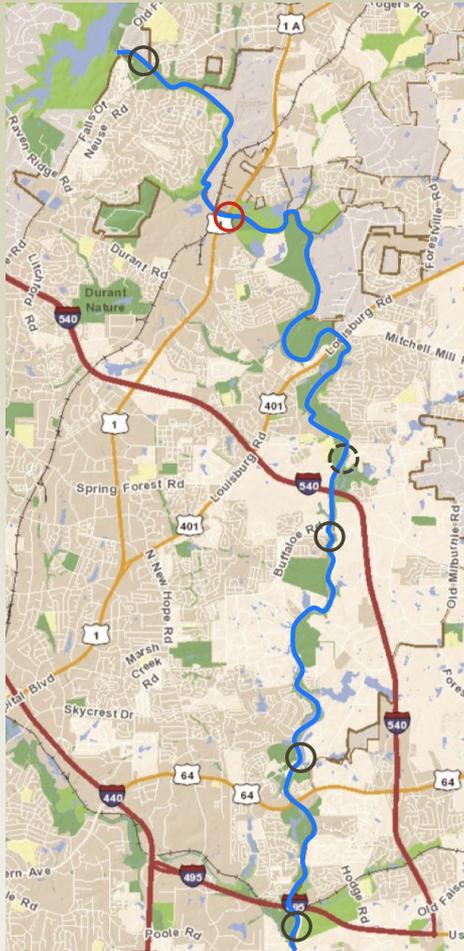
**Option 2:  
Neuse River Blueway Concept**



# Neuse River Blueway



# Next Steps



**Staff:** Assessment and Prioritization

**Staff:** Develop canoe / kayak launch at Riverbend Park (Phase I)

**Staff:** Programming and Partnerships

**Council:** Consider budget amendment