



**Wendell Town Board of Commissioners
Board Room
15 E. Fourth Street, Wendell, NC 27591
Town Board Meeting Agenda
Monday, May 13, 2019 @ 7:00 PM**

CALL TO ORDER

- Welcome by Mayor Virginia R. Gray
- Pledge of Allegiance by Jesei Strickland student at Wendell Magnet Elementary School
- Invocation by Wendell Council of Churches

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. PUBLIC COMMENT PERIOD *[one-hour time limit in total]*

The Public Comment Period is your opportunity to share comments with the Town Board on any topic as long as it is not an item scheduled for public hearing. During Public Comment, the Town Board receives comments and refrains from speaking.

Thanks to everyone in the audience for respecting the business meeting by abstaining from speaking from the audience, applauding speakers, or other actions that distract from the meeting.

Anyone wanting to speak during Public Comment Period should do the following:

- *Sign up prior to the beginning of the meeting. The sign-up period will begin 20 minutes prior to the start of the meeting and will end when the meeting begins.*
- *When the Public Comment Period is announced, come to the podium and state your name and address for the record.*
- *Be concise and limit your comments to three minutes or less. Designate a spokesperson for large groups. Direct comments to the full Town Board and not to an individual Town Board member.*

3. CONSENT AGENDA

The Board of Commissioners uses a Consent Agenda to act on non-controversial items unanimously recommended for approval or have been discussed at previous meetings. The Consent Agenda is acted upon by one motion and vote of the Board. Any individual board member may pull items from the Consent Agenda for further discussion. Items pulled will be handled with the "OTHER BUSINESS" agenda topic.

- 3a. Wake County Tax Report.
- 3b. Resolution appointing Jeannine Ngwira as a Review Officer for the Town of Wendell.

- 3c. Resolution updating the review officers for the Town of Wendell.
- 3d. Resolution directing the clerk to investigate annexation petition A-19-04 for three non-continuous parcels along Rolesville Road and Davistown Road totaling 119.60 acres,
- 3e. Resolution directing the clerk to investigate annexation petition A-19-05 for two non-contiguous parcels at 1005 Lake Glad Road totaling 126.67 acres.

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Recognition of Wendell Magnet Elementary School teacher: Ashley West
Speaker: Mayor Virginia Gray
- 4b. Proclaiming May 19-25, 2019 as Public Works Week.
Speaker: Mayor Virginia Gray

5. PUBLIC HEARINGS

Public Hearing Guidelines:

- *Case is announced*
 - *Staff presentation*
 - *Public hearing is opened*
 - *Applicant presentation*
 - *Citizens will follow the same rules as Public Comment Period and will have five minutes to speak*
 - *Close public hearing*
 - *Board members ask questions*
 - *Board may take action*
-

- 5a. **PUBLIC HEARING:** Public hearing to consider a zoning text amendment to section 17.17 of the UDO and Section 3.04 of the Town's Standards and Specifications Manual as they relate to guarantee of required improvements and warranties against defects.
Speaker: Planning Director David Bergmark
- 5b. **PUBLIC HEARING:** Public hearing for the Town Board of Commissioners to received public comment on the proposed fiscal year 2020 budget for the Town of Wendell.
Speaker: Finance Director Butch Kay and Town Manager Marc Collins

6. ADMINISTRATIVE ITEMS

- 6a. Discussion of request for proposals [RFP] for information technology [IT] services.
Speaker: Town Manager Marc Collins

7. OTHER BUSINESS (any item pulled from the CONSENT AGENDA [item 3 on this agenda] will be discussed during this portion of the agenda)

7a. Snap Shot.

7b. Update on board committee(s) by Town board members:



Triangle J Council of Government [JCOG] Board of Delegates [Mayor Pro Tem Lutz]



Wendell Fire Board [Commissioner Joyner]

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN



Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6160
FAX 919 856 5699

JESSICA N. HOLMES, CHAIR
GREG FORD, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
SUSAN P. EVANS
SIG HUTCHINSON
JAMES WEST

April 16, 2019

Sherry L. Scoggins
Special Assistant to the Manager
Town of Wendell
15 East Fourth Street
Wendell, NC 27591

Dear Ms. Scoggins:

The Wake County Board of Commissioners, in regular session on April 15, 2019, approved and accepted the enclosed tax report for the Town of Wendell.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in black ink that reads "Denise Hogan".

Denise Hogan
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Rec'd 4-24-19
DAS



Wake County Revenue Department

Rebate Details
02/01/2019 - 02/28/2019

WENDELL

DATE: 03/04/2019
TIME: 12:02:36 PM
PAGE: 1

REBATE NUMBER	PROPERTY TAG	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
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BUSINESS ACCOUNTS

720072	934.61	0.00	93.46	0.00	1,028.07	02/14/2019	0006821688	2018	2018	DMV CONCRETE PUMPING MISC. LLC
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SUBTOTALS FOR BUSINESS ACCOUNTS 934.61 0.00 93.46 0.00 1,028.07 1 **Properties Rebated**

BUSINESS REAL ESTATE ACCOUNTS

719639	2.94	0.00	0.00	0.00	2.94	02/07/2019	0000438605	2018	2018	WENDELL FALLS COMMUNITY ASSOCIATION INC
719633	2.94	0.00	0.00	0.00	2.94	02/07/2019	0000441596	2018	2018	WENDELL FALLS COMMUNITY ASSOCIATION INC
719634	2.94	0.00	0.00	0.00	2.94	02/07/2019	0000441586	2018	2018	WENDELL FALLS COMMUNITY ASSOCIATION INC
719638	2.94	0.00	0.00	0.00	2.94	02/07/2019	0000438606	2018	2018	WENDELL FALLS COMMUNITY ASSOCIATION INC
719640	294.00	0.00	0.00	0.00	294.00	02/07/2019	0000438603	2018	2018	WENDELL FALLS COMMUNITY ASSOCIATION INC

SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS 305.76 0.00 0.00 0.00 305.76 5 **Properties Rebated**



Wake County Revenue Department

Rebate Details
02/01/2019 - 02/28/2019

WENDELL

DATE 03/04/2019
TIME 12:02:36 PM
PAGE 2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
TOTAL REBATED FOR WENDELL	1,240.37	0.00	93.46	0.00	1,333.83			6	Properties Rebated for City	

**TOWN OF WENDELL
RESOLUTION APPOINTING JEANNINE NGWIRA AS A REVIEW OFFICER
RESOLUTION: R-10-2019**

WHEREAS, State Law 1997-309 establishes procedures for recording maps and plats;

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer;

WHEREAS, NC GS 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as a Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording;

WHEREAS, it is the desire of the Town of Wendell to ensure an expeditious review of all maps and plats as required by NC GS 47-30.2 before they are presented to the Wake County Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, effective May 13, 2019, that Jeannine Ngwira in the Wendell Planning Department is hereby appointed to perform all responsibilities as required for Review Officers under the appropriate North Carolina General Statutes for all plats and maps within the Town of Wendell's jurisdiction.

BE IT FURTHER RESOLVED that a copy of this Resolution designating the Review Officers be forwarded to the Wake County Register of Deeds Office.

Duly resolved this 13th day of May 2019 while in regular session.

[ATTEST]

Virginia R. Gray, Mayor

Megan Howard, Town Clerk

**TOWN OF WENDELL
A RESOLUTION REMOVING REVIEW OFFICERS
RESOLUTION: R-11-2019**

WHEREAS, State Law 1997-309 establishes procedures for recording maps and plats;

WHEREAS, the main purpose of the law is to transfer the responsibility for reviewing plats to determine whether they meet recording requirements from the Register of Deeds to a Review Officer;

WHEREAS, NC GS 47-30.2 requires the Board of County Commissioners in each County, by resolution, to appoint a person to serve as a Review Officer to review each plat before it is recorded and certify that it meets the statutory requirements for recording;

WHEREAS, it is the desire of the Town of Wendell to ensure an expeditious review of all maps and plats as required by NC GS 47-30.2 before they are presented to the Wake County Register of Deeds for recording.

NOW THEREFORE, BE IT RESOLVED, that the following Town of Wendell employees no longer be designated review officer for the Town of Wendell and no longer are required to be appointed to perform all responsibilities as required for Review Officers under the appropriate North Carolina General Statutes for all plats and maps within the Town of Wendell's jurisdiction:

Teresa Piner effective March 1, 2019
Mackenzie Day effective March 29,2019

BE IT FURTHER RESOLVED that a copy of this Resolution removing the designation of Teresa Piner and Mackenzie Day as a Review Officer for the Town of Wendell is forwarded to the Wake County Register of Deeds office.

Duly resolved this 13th day of May 2019 while in regular session.

[ATTEST]

Virginia R. Gray
Mayor

Megan Howard, Town Clerk

Date: May 13, 2019

Agenda Item # 3d

Item Title:

Approval of resolution directing the clerk to investigate a non-contiguous annexation for 3 parcels totaling 119.6 acres [12.28 for PIN #1765-85-2510, 50.16 for PIN #1765-96-2276 and 57.16 for PIN #1765-85-6251] located at 4501 Rolesville Rd, 0 Davistown Road and 1401 Davistown Road, respectively.

Report to the Board of Commissioners:

May 13, 2019

Specific Action Requested:

- That the Board of Commissioners directs the Town Clerk to certify the sufficiency of annexation petition A19-04 by approving the attached resolution.

Item Summary:

Chris Rurkowski has submitted an annexation request for 3 parcels totaling 119.6 acres [12.28- PIN #1765-85-2510, 50.16- PIN #1765-96-2276 and 57.16- PIN #1765-85-6251] located at 4501 Rolesville Rd, 0 Davistown Road and 1401 Davistown Road, respectively. These parcels are located in Wake County and are currently in the Residential-40 (R-40) Zoning District.

A public hearing will be set by the Town Board for this item following the Town Clerk's certification of the petition's sufficiency.

Project Profile:

PROPERTY LOCATIONS: 4501 Rolesville Rd, 0 Davistown Rd, 1401 Davistown Rd

WAKE COUNTY PIN(s): 1765852510, 1765962276, 1765856251

ZONING DISTRICT: R-40

PROPERTY OWNER(s): Amy Weathers Nuttall & John J Nuttall III

4501 Rolesville Rd

Wendell, NC 27591

Eva Weathers Herring

1800 Eastwood Rd, Apt 219

Wilmington, NC 28403

APPLICANTS: Chris Rurkowski

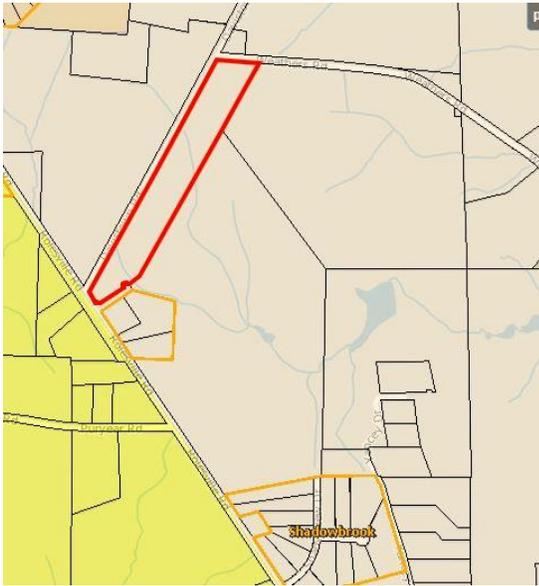
PROPERTY SIZE: 119.6 acres

CURRENT LAND USE: Agricultural
PROPOSED LAND USE: Unknown

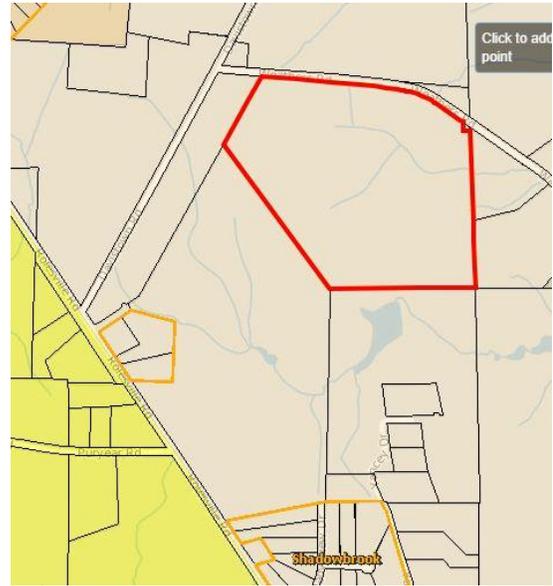
Zoning District:

The properties are located within the Wake County R-40 zoning district.

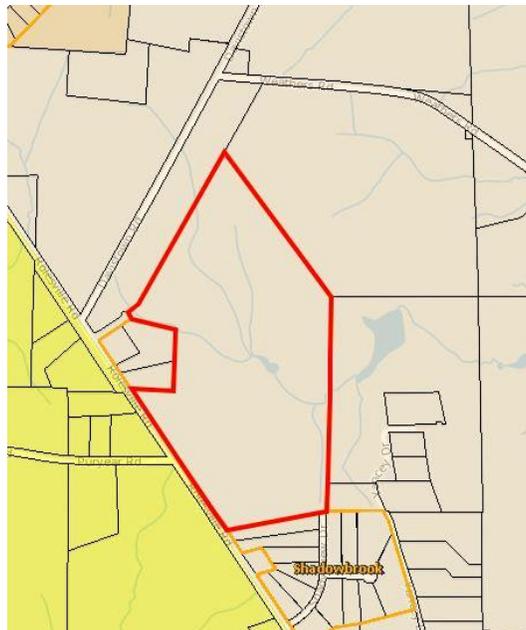
Location Maps:



451 Rolesville Rd



0 Davistown Rd



1401 Davistown Rd

Attachments:

- A. Resolution Directing the Clerk to Satisfy the Sufficiency of the Petition

PETITION FOR ANNEXATION

Form last updated 3/1/02

PETITION # A-19-04

The Town of Wendell, Wake County, North Carolina

WE THE UNDERSIGNED OWNERS of the real properties contained in the METES AND BOUNDS DESCRIPTION with PLAT attached hereto, respectfully request that the area described below be annexed and made part of the Town of Wendell, North Carolina.

Is the area contiguous with the existing Town limits? Yes No

If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in N.C. General Statute 160-131 (1).

Items below are required in order to complete your application and shall be submitted when your application is filed.

1. A complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and
2. One of the following: a copy of the plat outlining in red the property to be annexed (if the property is split according to Wake County Tax Map/Parcels), or a copy of the Wake County Tax Map in 1"=200' feet scale or 1"=100' inserts (if the property is entire Tax Map/Parcels)

Wake County Real Estate Identification Number	Wake County Parcel Identification Number	Deed Book and Page Number	Acreage To Be Annexed	Existing Population	Wake County Assessed Value
					\$
					\$
0283579	1765-85-2510	DB 09086, PG 2064	12.28		\$ 250,069

Calculated acreage of fronting rights-of-way (fronting the properties) as calculated by professional survey or by Town Staff.

Road Name #1: _____ Acreage: _____ Road Name #2: _____ Acreage: _____

Wake County Designated Fire District: Marks Creek

Property Owner's Name (#1): Amy Weathers Nuttall

Current Address: 4501 Rolesville Rd, Wendell, NC 27591 Phone: _____

Property Owner's Name (#2): John J Nuttall III

Current Address: 4501 Rolesville Rd, Wendell, NC 27591 Phone: _____

Has any vested right under N.C. General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? Yes No

SIGNATURES

- **Property owned by INDIVIDUALS** (All legal owners must sign including both husband and wife)

Amy Weathers Nuttall *Amy Weathers Nuttall* 3/26/2019
 Printed Name of Owner #1 Signature of Owner #1 Date

John J Nuttall III *John J Nuttall III* 3/26/2019
 Printed Name of Owner #2 Signature of Owner #2 Date

- **Property owned by a CORPORATION** (All legal officials of corporation, properly registered within the State of North Carolina, must sign)

 Printed Name of President Signature of President Date

 Printed Name of Secretary Signature of Secretary Date

Notary Seal
 Here

 Notary Date

My Commission Expires: _____

OFFICE USE ONLY

Date Petition Filed: 4-4-19 Fee Paid: \$350 (check # 755) Received By: [Signature]

Wendell Town Board of Commissioners Decision Was For: Approval Denial Date of Decision: _____

 Town Clerk Date Mayor Date



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Wake County Real Estate Data Account Summary

Item 3d

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[Tax Bills](#)

Real Estate ID **0283579**

PIN # **1765852510**

Account Search

Location Address
4501 ROLESVILLE RD

Property Description
LO1 WEATHERS II BLDA BM2001-01312

[Pin/Parcel History](#) [New Search](#)



[NORTH CAROLINA](#) | [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner NUTTALL, AMY H & JOHN J III (Use the Deeds link to view any additional owners)	Owner's Mailing Address 4501 ROLESVILLE RD WENDELL NC 27591-9155	Property Location Address 4501 ROLESVILLE RD WENDELL NC 27591-9155
--	--	--

Administrative Data	Transfer Information	Assessed Value
Old Map # 444-00000-0000	Deed Date 9/25/2001	Land Value Assessed \$186,840
Map/Scale 1765 02	Book & Page 09086 2064	Bldg. Value Assessed \$63,229
VCS 10WC900	Revenue Stamps	Tax Relief
City	Pkg Sale Date	Land Use Value \$35,917
Fire District 23	Pkg Sale Price	Use Value Deferment \$150,923
Township MARKS CREEK	Land Sale Date	Historic Deferment
Land Class AGR-FARM	Land Sale Price	Total Deferred Value \$150,923
ETJ WC	Improvement Summary	Use/Hist/Tax Relief Assessed \$99,146
Spec Dist(s)	Total Units 1	Total Value Assessed* \$250,069
Zoning R-40	Recycle Units 1	
History ID 1	Apt/SC Sqft	
History ID 2	Heated Area 1,692	
Acreage 12.28		
Permit Date		
Permit #		

*Wake County assessed building and land values reflect the market value as of January 1, 2016, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2016 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2016 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Revenue Department at RevHelp@wakegov.com or call 919-856-5400.

pg 2
Item 3d

PETITION FOR ANNEXATION

Form last updated 3/1/02

PETITION # A-

The Town of Wendell, Wake County, North Carolina

WE THE UNDERSIGNED OWNERS of the real properties contained in the METES AND BOUNDS DESCRIPTION with PLAT attached hereto, respectfully request that the area described below be annexed and made part of the Town of Wendell, North Carolina.

Is the area contiguous with the existing Town limits? Yes No

If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in N.C. General Statute 160-131 (1).

Items below are required in order to complete your application and shall be submitted when your application is filed.

1. A complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and
2. One of the following: a copy of the plat outlining in red the property to be annexed (if the property is split according to Wake County Tax Map/Parcels), or a copy of the Wake County Tax Map in 1"=200' feet scale or 1"=100' inserts (if the property is entire Tax Map/Parcels)

Wake County Real Estate Identification Number	Wake County Parcel Identification Number	Deed Book and Page Number	Acreage To Be Annexed	Existing Population	Wake County Assessed Value
0189878	1765-96-2276	DB 16037, PG 1579	50.16		\$ 606,144
					\$
					\$

Calculated acreage of fronting rights-of-way (fronting the properties) as calculated by professional survey or by Town Staff.

Road Name #1: _____ Acreage: _____ Road Name #2: _____ Acreage: _____

Wake County Designated Fire District: Marks Creek

Property Owner's Name (#1): Amy Weathers Nuttall

Current Address: 4501 Rolesville Rd, Wendell, NC 27591

Phone: _____

Property Owner's Name (#2): _____

Current Address: _____

Phone: _____

Has any vested right under N.C. General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? Yes No

SIGNATURES

- **Property owned by INDIVIDUALS** (All legal owners must sign, including both husband and wife)

Amy Weathers Nuttall

Amy Weathers Nuttall
Signature of Owner #1

3/26/2019

Printed Name of Owner #1

Date

Printed Name of Owner #2

Signature of Owner #2

Date

- **Property owned by a CORPORATION** (All legal officials of corporation, properly registered within the State of North Carolina, must sign)

Printed Name of President

Signature of President

Date

Printed Name of Secretary

Signature of Secretary

Date

Notary Seal
Here

Notary

Date

My Commission Expires: _____

OFFICE USE ONLY

Date Petition Filed: 4/4/19

Fee Paid: \$350 (check # 759)

Received By: *JB*

Wendell Town Board of Commissioners Decision Was For: Approval Denial

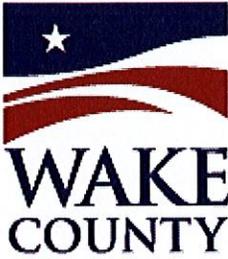
Date of Decision: _____

Town Clerk

Date

Mayor

Date



[Home](#)

Wake County Real Estate Data Account Summary

Item 3d

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[Tax Bills](#)

Real Estate ID **0189878**

PIN # **1765962276**

Account Search

Location Address
0 DAVISTOWN RD

Property Description
II & BETTIE WEATHERS BLDA TR4 BM2004-00672

[Pin/Parcel History](#) [New Search](#)



NORTH CAROLINA [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner NUTTALL, AMY WEATHERS (Use the Deeds link to view any additional owners)		Owner's Mailing Address 4501 ROLESVILLE RD WENDELL NC 27591-9155	Property Location Address 0 DAVISTOWN RD WENDELL NC 27591-0000
Administrative Data	Transfer Information	Assessed Value	
Old Map # 444-00000-0270	Deed Date 6/3/2015	Land Value Assessed	\$606,144
Map/Scale 1765 02	Book & Page 16037 1579	Bldg. Value Assessed	
VCS 10WC900	Revenue Stamps	Tax Relief	
City	Pkg Sale Date	Land Use Value	\$23,385
Fire District 23	Pkg Sale Price	Use Value Deferment	\$582,759
Township MARKS CREEK	Land Sale Date	Historic Deferment	
Land Class AGR-FARM	Land Sale Price	Total Deferred Value	\$582,759
ETJ WC	Improvement Summary	Use/Hist/Tax Relief Assessed	\$23,385
Spec Dist(s)	Total Units 0	Total Value Assessed*	\$606,144
Zoning R-40	Recycle Units 0		
History ID 1	Apt/SC Sqft		
History ID 2	Heated Area		
Acreage 50.16			
Permit Date			
Permit #			

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The January 1, 2016 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2016 Schedule of Values.

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PETITION FOR ANNEXATION

Form last updated 3/1/02

PETITION # A

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2. One of the following: a copy of the plat outlining in red the property to be annexed (if the property is split according to Wake County Tax Map/Parcels), or a copy of the Wake County Tax Map in 1"=200' feet scale or 1"=100' inserts (if the property is entire Tax Map/Parcels)

Wake County Real Estate Identification Number	Wake County Parcel Identification Number	Deed Book and Page Number	Acreage To Be Annexed	Existing Population	Wake County Assessed Value
					\$
0119570	1765-85-6251	DB 16037, PG 1587	57.16		\$ 763,080
					\$

Calculated acreage of fronting rights-of-way (fronting the properties) as calculated by professional survey or by Town Staff.

Road Name #1: _____ Acreage: _____ Road Name #2: _____ Acreage: _____

Wake County Designated Fire District: Marks Creek

Property Owner's Name (#1): Eva Weathers Herring

Current Address: 1800 Eastwood Rd, Apt 219, Wilmington, NC 28403 Phone: _____

Property Owner's Name (#2): _____

Current Address: _____ Phone: _____

Has any vested right under N.C. General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? Yes No

SIGNATURES

- **Property owned by INDIVIDUALS** (All legal owners must sign including both husband and wife)

DocuSigned by:
 Eva Weathers Herring
 Signature of Owner #1
 09D7B817E976481...

3/26/2019
 Date

Printed Name of Owner #2 _____ Signature of Owner #2 _____ Date _____

- **Property owned by a CORPORATION** (All legal officials of corporation, properly registered within the State of North Carolina, must sign)

Printed Name of President _____ Signature of President _____ Date _____

Printed Name of Secretary _____ Signature of Secretary _____ Date _____

Notary Seal Here

Notary _____ Date _____

My Commission Expires: _____

OFFICE USE ONLY			
Date Petition Filed: 4-4-19	Fee Paid: \$350 (check # 755)	Received By: [Signature]	
Wendell Town Board of Commissioners Decision Was For: <input type="checkbox"/> Approval <input type="checkbox"/> Denial		Date of Decision: _____	
Town Clerk _____	Date _____	Mayor _____	Date _____



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Wake County Real Estate Data Account Summary

Item 3d

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Real Estate ID **0119570**

PIN # **1765856251**

[Account Search](#)

Location Address
1401 DAVISTOWN RD

Property Description
II & BETTIE WEATHERS BLDA TR3 BM2004-00672

[Pin/Parcel History](#) [New Search](#)



[NORTH CAROLINA](#) | [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner HERRING, EVA WEATHERS (Use the Deeds link to view any additional owners)		Owner's Mailing Address 1800 EASTWOOD RD APT 219 WILMINGTON NC 28403-3651		Property Location Address 1401 DAVISTOWN RD WENDELL NC 27591-0000	
Administrative Data Old Map # 444-00000-0254 Map/Scale 1765 02 VCS 10WC900 City Fire District 23 Township MARKS CREEK Land Class AGR-FARM ETJ WC Spec Dist(s) Zoning R-40 History ID 1 History ID 2 Acreage 57.16 Permit Date Permit #		Transfer Information Deed Date 6/3/2015 Book & Page 16037 1587 Revenue Stamps Pkg Sale Date Pkg Sale Price Land Sale Date Land Sale Price Improvement Summary Total Units 0 Recycle Units 0 Apt/SC Sqft Heated Area		Assessed Value Land Value Assessed \$763,080 Bldg. Value Assessed Tax Relief Land Use Value \$55,863 Use Value Deferment \$707,217 Historic Deferment Total Deferred Value \$707,217 Use/Hist/Tax Relief Assessed \$55,863 Total Value Assessed* \$763,080	

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TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1**

RESOLUTION NO.: R-12-2019

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 5, 2019, by the Wendell Town Board of Commissioners; and

WHEREAS, NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Board of Commissioners of the Town of Wendell deems it advisable to proceed in response to this request for annexation.

NOW THEREFORE, BE IT RESOLVED by the Town Board of Commissioners of the Town of Wendell that:

The Town Clerk is hereby directed to investigate the sufficiency of the below described petition and to certify as soon as possible to the Town of Wendell the result of her investigation.

Duly resolved this ____ day of ____ 2019, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Sherry L. Scoggins, MMC
Sp. Asst. to Town Manager-Deputy Town Clerk

A-19-04 – Weathers Property [3 non-contiguous parcels totaling 119.60 acres]:
4501 Rolesville Rd, PIN # 1765-85-2510, 12.28 ac
0 Davistown Rd, PIN # 1765-96-2276, 50.16 ac
1401 Davistown Rd, PIN # 1765-856251, 57.16 ac

Date: May 13, 2019

Agenda Item # 3e

Item Title:

Approval of resolution directing the clerk to investigate a non-contiguous annexation for 2 parcels totaling 126.67 acres [30 for PIN #1783-42-0133 and 96.67 for PIN #1783-41-0646] located at 0 Lake Glad Road and 1005 Lake Glad Road, respectively.

Report to the Board of Commissioners:

May 13, 2019

Specific Action Requested:

- That the Board of Commissioners directs the Town Clerk to certify the sufficiency of annexation petition A19-05 by approving the attached resolution.

Item Summary:

Gayle H. Edwards and William H. Edwards have submitted an annexation request for 2 parcels totaling 126.67 acres [30 for PIN #1783-42-0133 and 96.67 for PIN #1783-41-0646] located at 0 Lake Glad Road and 1005 Lake Glad Road, respectively. These parcels are located in Wake County and are currently in the Residential-30 (R-30) Zoning District.

A public hearing will be set by the Town Board for this item following the Town Clerk's certification of the petition's sufficiency.

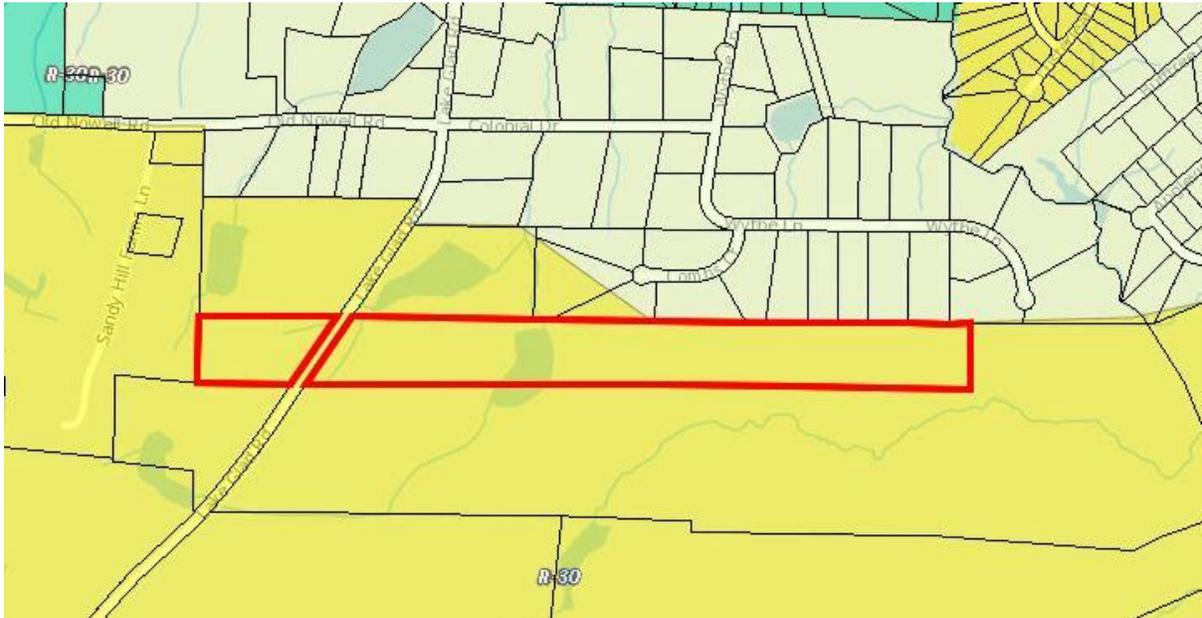
Project Profile:

PROPERTY LOCATIONS: 0 Lake Glad Road, 1005 Lake Glad Road
 WAKE COUNTY PIN(s): 1783420133, 1783410646
 ZONING DISTRICT: R-30
 PROPERTY OWNER(s): Gayle H. Edwards & William H. Edwards
 8605 Murray Hill Road
 Raleigh, NC 27615
 APPLICANTS: Owners
 PROPERTY SIZE: 126.67 acres
 CURRENT LAND USE: Agricultural
 PROPOSED LAND USE: Unknown

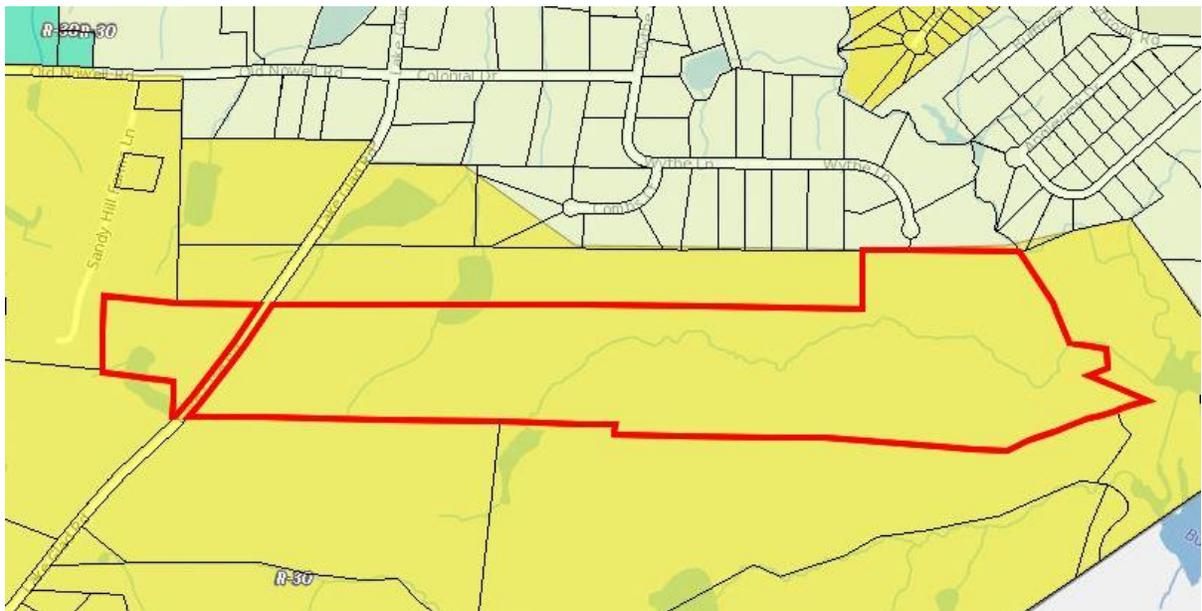
Zoning District:

The properties are located within the Wake County R-30 zoning district.

Location Maps:



0 Lake Glad Road



1005 Lake Glad Road

Attachments:

- A. Resolution Directing the Clerk to Satisfy the Sufficiency of the Petition

PETITION FOR ANNEXATION

Form last updated 3/1/02

PETITION # A-19-05

The Town of Wendell, Wake County, North Carolina

WE THE UNDERSIGNED OWNERS of the real properties contained in the METES AND BOUNDS DESCRIPTION with PLAT attached hereto, respectfully request that the area described below be annexed and made part of the Town of Wendell, North Carolina.

Is the area contiguous with the existing Town limits? Yes No

If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in N.C. General Statute 160-131 (1).

Items below are required in order to complete your application and shall be submitted when your application is filed.

1. A complete copy of the last deed of record (a written metes and bounds description is required if the description contained in the deed is different from the boundary survey of the property to be annexed), and
2. One of the following: a copy of the plat outlining in red the property to be annexed (if the property is split according to Wake County Tax Map/Parcels), or a copy of the Wake County Tax Map in 1"=200' feet scale or 1"=100' inserts (if the property is entire Tax Map/Parcels)

Wake County Real Estate Identification Number	Wake County Parcel Identification Number	Deed Book and Page Number	Acreage To Be Annexed	Existing Population	Wake County Assessed Value
0032858	1783-42-0133	017186-00464	30	0	\$ 432,240
0032859	1783-41-0646	017186-00464	96.67	0	\$ 1,265,320
					\$

Calculated acreage of fronting rights-of-way (fronting the properties) as calculated by professional survey or by Town Staff.

Road Name #1: Lake Glad Rd. Acreage: 30 Road Name #2: Lake Glad Rd. Acreage: 96.67

Wake County Designated Fire District: Wendell #1

Property Owner's Name (#1): Gayle H. Edwards and William H. Edwards

Current Address: 8605 Murray Hill Rd., Raleigh, NC 27615 Phone: _____

Property Owner's Name (#2): Gayle H. Edwards and William H. Edwards

Current Address: 8605 Murray Hill Rd., Raleigh, NC 27615 Phone: _____

Has any vested right under N.C. General Statute 160A 385.1 been established for the property subject to this annexation petition by any county or municipality? Yes No

SIGNATURES

- **Property owned by INDIVIDUALS** (All legal owners must sign including both husband and wife)

Gayle H. Edwards & William H. Edwards [Signature] / [Signature] 4-11-19
 Printed Name of Owner #1 Signature of Owner #1 Date

Gayle H. Edwards & William H. Edwards [Signature] / [Signature] 4-11-19
 Printed Name of Owner #2 Signature of Owner #2 Date

- **Property owned by a CORPORATION** (All legal officials of corporation, properly registered within the State of North Carolina, must sign)

 Printed Name of President Signature of President Date

 Printed Name of Secretary Signature of Secretary Date

 Notary Date

Notary Seal Here

My Commission Expires: _____

OFFICE USE ONLY

Date Petition Filed: 4.4.19 Fee Paid: \$350 (#119113) Received By: [Signature]

Wendell Town Board of Commissioners Decision Was For: Approval Denial Date of Decision: _____

 Town Clerk Date Mayor Date

NORTH CAROLINA NON-WARRANTY DEED

Excise Tax: \$0

Parcel Identifier No. 0032858 AND 0032859 Verified by _____ County on the ____ day of _____, 20 ____
By: _____

Mail/Box to: Grantee

This instrument was prepared by: Burns, Day & Presnell, PA, 2626 Glenwood Avenue, Ste. 560, Raleigh, NC 27608

Brief description for the Index: _____

THIS DEED made this 12 day of July, 2018, by and between

GRANTOR

Gayle H. Edwards
8605 Murray Hill Drive
Raleigh, NC 27615

GRANTEE

Gayle H. Edwards and spouse William H. Edwards
8605 Murray Hill Drive
Raleigh, NC 27615

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Raleigh, _____ Township, Wake County, North Carolina and more particularly described as follows:

BEING those two tracts of land containing approximately 126.67 acres, and being designated as Wake County PIN Numbers 1783-42-0133 and 1783-41-0646 and further being those certain tracts of land described in deed recorded in Book 15740, Page 1548, Wake County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15740 page 1548.

All or a portion of the property herein conveyed ___ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book _____ page _____.

Item 3e

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

By: _____ (Entity Name) Gayle H. Edwards (SEAL)^x
Print/Type Name: Gayle H. Edwards

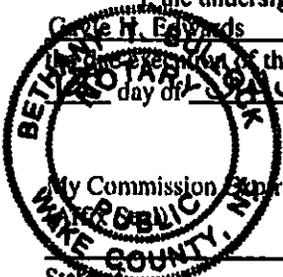
By: _____ (SEAL)
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name: _____

By: _____ (SEAL)
Print/Type Name: _____

State of North Carolina - County or City of Wake

I, the undersigned Notary Public of the County or City of Wake and State aforesaid, certify that Gayle H. Edwards personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 24th day of May, 2018.



My Commission Expires: May 24th, 2023

Bethany T. Bullock
Bethany T. Bullock Notary Public
Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, _____ he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ Notary Public
(Affix Seal) Notary's Printed or Typed Name



[Home](#)

Wake County Real Estate Data Account Summary

Item 3e
[iMaps](#)
[Tax Bills](#)

Real Estate ID **0032858** PIN # **1783420133**

Location Address Property Description
0 LAKE GLAD RD **ROBERTSON LD**

Account Search

[Pin/Parcel History](#) [New Search](#)



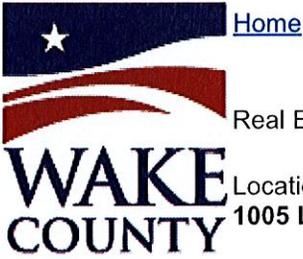
[Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner EDWARDS, GAYLE H & WILLIAM H (Use the Deeds link to view any additional owners)		Owner's Mailing Address 8605 MURRAY HILL DR RALEIGH NC 27615-2594		Property Location Address 0 LAKE GLAD RD WENDELL NC 27591-0000	
Administrative Data Old Map # 590-00000-0014 Map/Scale 1783 03 VCS 10WC900 City Fire District 23 Township MARKS CREEK Land Class AGR-FARM ETJ WC Spec Dist(s) Zoning R-30 History ID 1 History ID 2 Acreage 30.00 Permit Date Permit #		Transfer Information Deed Date 7/17/2018 Book & Page 17186 0464 Revenue Stamps Pkg Sale Date Pkg Sale Price Land Sale Date Land Sale Price Improvement Summary Total Units 0 Recycle Units 0 Apt/SC Sqft Heated Area		Assessed Value Land Value Assessed \$432,240 Bldg. Value Assessed Tax Relief Land Use Value \$11,700 Use Value Deferment \$420,540 Historic Deferment Total Deferred Value \$420,540 Use/Hist/Tax Relief \$11,700 Assessed Total Value Assessed* \$432,240	

*Wake County assessed building and land values reflect the market value as of January 1, 2016, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2016 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2016 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Revenue Department at RevHelp@wakegov.com or call 919-856-5400.



[Home](#)

Wake County Real Estate Data Account Summary

Item 3e
[iMaps](#)
[Tax Bills](#)

Real Estate ID **0032859** PIN # **1783410646**

Account Search

Location Address Property Description
1005 LAKE GLAD RD ROBERTSON LD

[Pin/Parcel History](#) [New Search](#)



NORTH CAROLINA [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

Property Owner EDWARDS, GAYLE H & WILLIAM H (Use the Deeds link to view any additional owners)		Owner's Mailing Address 8605 MURRAY HILL DR RALEIGH NC 27615-2594		Property Location Address 1005 LAKE GLAD RD WENDELL NC 27591-9649	
Administrative Data Old Map # 590-00000-0015 Map/Scale 1783 03 VCS 10WC900 City Fire District 23 Township MARKS CREEK Land Class AGR-FARM ETJ WC Spec Dist(s) Zoning R-30 History ID 1 History ID 2 Acreage 96.67 Permit Date Permit #		Transfer Information Deed Date 7/17/2018 Book & Page 17186 0464 Revenue Stamps Pkg Sale Date Pkg Sale Price Land Sale Date Land Sale Price Improvement Summary Total Units 0 Recycle Units 0 Apt/SC Sqft Heated Area		Assessed Value Land Value Assessed \$1,265,320 Bldg. Value Assessed Tax Relief Land Use Value \$32,409 Use Value Deferment \$1,232,911 Historic Deferment Total Deferred Value \$1,232,911 Use/Hist/Tax Relief \$32,409 Assessed Total Value Assessed* \$1,265,320	

*Wake County assessed building and land values reflect the market value as of January 1, 2016, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2016 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2016 Schedule of Values.

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TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1**

RESOLUTION NO.: R-13-2019

WHEREAS, a petition requesting annexation of an area described in said petition was received on April 4, 2019, by the Wendell Town Board of Commissioners; and

WHEREAS, NC G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Board of Commissioners of the Town of Wendell deems it advisable to proceed in response to this request for annexation.

NOW THEREFORE, BE IT RESOLVED by the Town Board of Commissioners of the Town of Wendell that:

The Town Clerk is hereby directed to investigate the sufficiency of the below described petition and to certify as soon as possible to the Town of Wendell the result of her investigation.

Duly resolved this ____ day of ____ 2019, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Sherry L. Scoggins, MMC
Sp. Asst. to Town Manager-Deputy Town Clerk

A-19-05 – Edwards Property [2 non-contiguous parcels totaling 126.67 acres]:
0 Lake Glad Road, PIN # 1783-42-0133, 30 ac
1005 Lake Glad Road, PIN # 1783-41-0646, 96.67 ac

Date: May 13, 2019

Item #4a

Item Title:

Recognition of Wendell Magnet Elementary School teacher: Ashley West..

Specific Action Requested:

Recognition.

Item Summary

Ashley West –

Ms. West is new to the Wendell Elementary family. She is truly a blessing to our entire school community. Ms. West is patient, kind, and tolerant. She uses humor and a calm approach in difficult situations. She works very hard each and every day and uses her artistic and creative talent to serve her special needs students. She is the perfect fit for our students and school. Who's better than Ashley West...Nobody!

Attachments:

None



TOWN OF WENDELL

NORTH CAROLINA

PROCLAIMING MAY 19-25, 2019 AS PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Wendell; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Wendell to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Virginia Gray, Mayor, do hereby designate the week May 19-25, 2019 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

NOW THEREFORE, I have hereunto set my hand and caused the Seal of the Town (to be affixed),

DULY PROCLAIMED at the Wendell, North Carolina Town Hall this 19th day of May, 2019.

Virginia R. Gray, Mayor

Small Town. Big Charm.

Date: May 13, 2019

Item # 5a

Item Title:

ZTA19-02 – Discussion and Action on a Zoning Text Amendment to Section 17.17 of the UDO and Section 3.04d of the Town’s Standards and Specifications Manual as they relate to guarantee of required improvements and warranties against defects.

Report to the Board of Commissioners:

- Monday, May 13, 2019

Report to the Planning Board:

- Monday, April 15, 2019

Specific Action Requested:

- The Board of Commissioners is asked to hold a public hearing and consider taking action on the proposed text amendment to Section 17.17 of the UDO and Section 3.04d of the Town’s Standards and Specifications Manual as they relate to guarantee of required improvements and warranties against defects.
 - Action could consist of adopting the attached ordinance.

Applicant:

Town of Wendell

Petition:

Section 17.17 of the UDO contains the Town’s general provisions for guarantees of required improvements and warranties against defects. House Bill 721 (Session Law 2015-187) put in place new regulations regarding the types and amount of performance guarantees local jurisdictions may use. Three specific types of guarantees are listed as acceptable. Additionally, it clarifies that performance guarantees must relate to the completion of improvements, NOT maintenance of improvements already completed (with the exception of stormwater facilities). The Town’s current codes do not match the warranty types outlined and include a requirement for a warranty against defects. As a result, the language in the UDO and the Town’s Standards and Specifications Manual pertaining to warranties and performance guarantees must be amended to conform to House Bill 721 (included as Attachment A)

Existing Language for Section 17.17 of the UDO (Guarantee of Required Improvements and Warranty Against Defects)

17.17 - Guarantee of Required Improvements and Warranty Against Defects

- A. Financial Guarantee in Lieu of Immediate Installation for Approval: In lieu of requiring the completion, installation and inspection of all or any part of the required improvements as described in this Ordinance prior to Final Plat approval, the Town may approve a financial guarantee whereby the developer shall agree to complete all required improvements. Once said financial guarantee is approved by the Board of Commissioners and the security required herein is provided, the Final Plat may be approved if all other requirements of the Ordinance are met. To secure this agreement, the developer shall provide either of, or a combination of, the following guarantees to cover the costs of the proposed improvements:
1. Cash or Equivalent Security: The developer shall deposit cash, a certified check or an irrevocable letter of credit with the Town Manager. The use of any instrument other than cash shall be subject to the approval of the Town. The amount of deposit shall be equal to 125 percent of the estimated cost as approved by the Town Manager, of installing all required improvements. The initial cost estimate shall be the responsibility of the developer and certified by his engineer but the approval of the final cost estimate shall be made by the Town Manager.
 2. Governmental Guarantee: In any case where a required improvement is to be provided by the State of North Carolina or any local government other than the Town, the developer may provide, in lieu of the types of financial guarantee as provided for above, a letter from the appropriate State or local government official guaranteeing the installation of the improvement in the required manner and within the time allotted. Provided, however, in any case where the cost of such improvement exceeds \$10,000.00 as determined by the Town, such governmental guarantee shall be in form of an approved Project Budget Ordinance where local government is to be the provider and an equivalent document where the State is to be the provider.
- B. Duration of Financial Guarantees
1. The duration of a financial guarantee shall be of a reasonable period to allow for completion and acceptance of improvements. In no case shall the duration of the financial guarantee for improvements exceed 18 months unless extended by the Board of Commissioners.
 2. All subdivisions whose public improvements are not completed and accepted at least 30 calendar days prior to the expiration of the financial guarantee shall be considered to be in default, unless said guarantee is extended with the consent of the Board of Commissioners to a future date certain not to exceed six months.
- C. Default
1. Upon default, meaning failure on the part of the developer to complete the required improvements in a timely manner as specified in the financial

agreement, the Town may expend said funds as deemed necessary to complete all or any portion of the required improvements.

2. Default on a project does not release the developer from liability/responsibility, financial or otherwise, for the completion of the improvements.

D. Release of Guarantee Security

1. The Town Manager may release a portion or all of any security posted as the improvements are completed. Prior to such release the developer shall provide the Administrator with a set of 'as built' drawings certified by his engineer.

E. Warranty Against Defects

1. Prior to the approval of the Final Plat or acceptance by the Town of any improvements in any subdivision, the developer shall furnish to the Town a written warranty against defects which shall guarantee the material and workmanship of required improvements for a period of not less than one year from the date of such acceptance. Such warranty shall be accompanied by a financial guarantee payable to the Town equal to at least ten percent of the cost of the installation of such improvements as determined by the Town Manager. Such financial guarantee shall be in the form of financial guarantee as provided for in Section 17.17.A of this Chapter.

The financial guarantee will be renewable, in one year terms, until 50 percent of certificates of occupancy have been issued within the applicable phase. When 50 percent of certificates of occupancy have been issued in a particular phase, the developer may petition the town to take over ownership and maintenance of the streets and infrastructure within the phase.

2. Upon successful performance of the improvements, as determined by the Town Manager, the financial guarantee shall be returned to the developer. Upon the failure of an improvement to perform within the generally accepted standards for the type improvement as determined by the Town Manager, the developer shall be notified and given a reasonable period of time to correct the defects. Should the developer fail to act, fail to act in a timely manner, or otherwise fail to correct the defect(s), the Town Manager shall find the developer in default and proceed in the same manner as provided for in Section 17.17.C of this Chapter. Although other utilities and services as are set forth in [Section 17.13](#) are not included in this warranty against defects, any grading, boring, cutting or other disturbances in public easements or rights-of-way associated with the installation or such facilities shall be restored prior to the release of this financial guarantee.

Proposed Amendment:

The proposed text amendment modifies Section 17.17 of the UDO and Section 3.04d of the Town's Standards and Specifications Manual to limit the requirement for Warranties Against Defects to stormwater facilities only, change the types of performance guarantees required to match House Bill 721, change the approval authority for guarantees from the Town Board to the Zoning

Administrator or the Town Manager, and specify at what stage of development required improvements may be completed. By delaying the final lift of asphalt until 70 percent of the lots have been completed, the Town reduces the risk of construction damage occurring to roads that have been accepted by the Town.

Proposed Amendments to Section 17.17 of the UDO (new text is underlined)

17.17 - Guarantee of Required Improvements and Warranty Against Defects

A. Financial Guarantee in Lieu of Immediate Installation for Approval: In lieu of requiring the completion, installation and inspection of all or any part of the required improvements as described in this Ordinance prior to Final Plat approval, the Town may require and approve a financial guarantee whereby the developer shall agree to complete all required improvements. The timing of said improvements shall adhere to the Town's adopted Standards and Specifications Manual. Once said financial guarantee is approved by the ~~Board of Commissioners~~ Zoning Administrator and the security required herein is provided, the Final Plat may be approved if all other requirements of the Ordinance are met. To secure this agreement, the developer shall provide either of, or a combination of, the following guarantees to cover the costs of the proposed improvements:

1. ~~Cash or Equivalent Security Surety Bond:~~ The developer shall deposit a surety bond with the Zoning Administrator ~~Town Manager~~. ~~The use of any instrument other than cash shall be subject to the approval of the Town.~~ The amount of the bond deposit shall be equal to 125 percent of the estimated cost as approved by the Zoning Administrator ~~Town Manager~~, of installing all required improvements. The initial cost estimate shall be the responsibility of the developer and certified by his engineer, but the approval of the final cost estimate shall be made by the Zoning Administrator ~~Town Manager~~.
2. Letter of Credit: The developer shall deposit a letter of credit issued by a financial institution licensed to do business in this State with the Zoning Administrator. The amount of the letter of credit shall be equal to 125 percent of the estimated cost as approved by the Zoning Administrator.
3. Other form of guarantee: The developer shall deposit any other form of guarantee that, in the opinion of the Administrator, provides equivalent security to a surety bond or letter of credit. The amount of this guarantee shall be equal to 125 percent of the estimated cost, as approved by the Zoning Administrator.
4. ~~Governmental Guarantee:~~ ~~In any case where a required improvement is to be provided by the State of North Carolina or any local government other than the Town, the developer may provide, in lieu of the types of financial guarantee as provided for above, a letter from the appropriate State or local government official guaranteeing the installation of the improvement in the required manner and within the time allotted. Provided, however, in any case where the cost of such improvement exceeds \$10,000.00 as determined by the Town, such governmental guarantee shall be in form of an approved~~

~~Project Budget Ordinance where local government is to be the provider and an equivalent document where the State is to be the provider.~~

B. Duration of Financial Guarantees

1. The duration of a financial guarantee shall be of a reasonable period to allow for completion and acceptance of improvements. In no case shall the duration of the financial guarantee for improvements exceed ~~24~~ 18 months unless extended by the ~~Board of Commissioners~~ Town Manager.
2. All subdivisions whose public improvements are not completed and accepted at least 30 calendar days prior to the expiration of the financial guarantee shall be considered to be in default, unless said guarantee is extended with the consent of the ~~Board of Commissioners~~ Town Manager to a future date certain not to exceed ~~six months~~ 12 months. In order for an extension to be granted, a developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the performance guarantee or any extension. The form of any extension shall remain at the election of the developer.

C. Default

1. Upon default, meaning failure on the part of the developer to complete the required improvements in a timely manner as specified in the financial agreement, the Town may expend said funds as deemed necessary to complete all or any portion of the required improvements.
2. Default on a project does not release the developer from liability/responsibility, financial or otherwise, for the completion of the improvements.

D. Release of Guarantee Security

1. The Town Manager may release a portion or all of any security posted as the improvements are completed. Prior to such release the developer shall provide the Administrator with a set of 'as built' drawings certified by his engineer.

E. Warranty Against Defects

1. ~~Prior to the approval of the Final Plat or acceptance by the Town of any improvements in any subdivision, the developer shall furnish to the Town a written warranty against defects which shall guarantee the material and workmanship of required stormwater improvements for a period of not less than one year from the date of such acceptance. Such warranty shall be accompanied by a financial guarantee payable to the Town equal to at least ten percent of the cost of the installation of such stormwater improvements as determined by the Town Manager. Such financial guarantee shall be in the form of financial guarantee as provided for in Section 17.17.A of this Chapter.~~

~~The financial guarantee will be renewable, in one year terms, until 50 percent of certificates of occupancy have been issued within the applicable phase. When 50 percent of certificates of occupancy have been issued in a particular phase, the developer may petition the town to take over ownership and maintenance of the streets and infrastructure within the phase.~~

2. Upon successful performance of the improvements, as determined by the Town Manager, the financial guarantee shall be returned to the developer. Upon the failure of an improvement to perform within the generally accepted standards for the type improvement as determined by the Town Manager, the developer shall be notified and given a reasonable period of time to correct the defects. Should the developer fail to act, fail to act in a timely manner, or otherwise fail to correct the defect(s), the Town Manager shall find the developer in default and proceed in the same manner as provided for in Section 17.17.C of this Chapter. ~~Although other utilities and services as are set forth in Section 17.13 are not included in this warranty against defects, any grading, boring, cutting or other disturbances in public easements or rights of way associated with the installation of such facilities shall be restored prior to the release of this financial guarantee.~~

Proposed Amendments to Section 3.04d of the Standards and Specifications Manual (Inspection and Acceptance)

d. Acceptance

The final lift of bituminous surface course is to be delayed until such time as its placement is approved by the Town Representative in order to allow for initial residential construction activity to conclude and not damage the road surface. ~~Generally~~ Unless otherwise approved by the Town Board as part of a Conditional District, Planned Unit Development, or Development Agreement, the final lift shall be installed after 70% of the lots have received certificates of occupancy. ~~the petition to the Town for acceptance of roads within a phase of development may be submitted once 70% of the lots have been constructed and occupied and the final lift shall be installed after 80% of the lots have been constructed and occupied, unless otherwise specified by the Town Representative.~~ If future phases of development are proposed, installation of the final lift can be delayed further as approved by the Town Representative. Following the installation of the final surface course, a final inspection by Town staff shall be conducted and a punch list generated of items required to be repaired. Final acceptance shall be subject to satisfactory correction of any defects in the facilities and provisions to the Town of as-built plans.

Planning Board Recommendation:

At their April 15, 2019 meeting, the Planning Board voted unanimously to amend section 17.17 of the UDO and Section 3.04d of the Standards and Specifications Manual in order to conform to House Bill 721 (Session Law 2015-187), which put in place new regulations regarding the types and amount of performance guarantees local jurisdictions may use for required improvements.

Voting in favor: Errol Briggerman, Joe DeLoach, Ryan Zakany, Terry Allen Swaim, Victoria Curtis, Lloyd Lancaster and Jonathan Olsen

Voting against: None

Absent: None

Statement of Plan Consistency and Reasonableness

- Any recommended change to the zoning text should be accompanied by a statement explaining how the change is consistent with the comprehensive plan, and is reasonable in nature.
 - In staff's opinion, the requested zoning text amendment is consistent with Principle # 8 of the Wendell comprehensive plan and is reasonable in order to conform to new legislative requirements while protecting the town from undue financial burdens associated with developer installed infrastructure improvements.
 - Principle # 8: Ensure local and regional transportation interconnectivity and options while also maintaining and enhancing Wendell as a walkable community.

Staff Recommendation:

Staff recommends approval of the text amendment request. The proposed changes are being made to comply with House Bill 721.

Attachments:

- A. House Bill 721
- B. School of Government Briefing on House Bill 721
- C. Ordinance for Adoption

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2015**

**SESSION LAW 2015-187
HOUSE BILL 721**

AN ACT TO AMEND THE LAWS RELATED TO LAND DEVELOPMENT.

The General Assembly of North Carolina enacts:

SECTION 1.(a) G.S. 160A-372 reads as rewritten:

"§ 160A-372. Contents and requirements of ordinance.

(a) A subdivision control ordinance may provide for the orderly growth and development of the city; for the coordination of transportation networks and utilities within proposed subdivisions with existing or planned streets and highways and with other public facilities; for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision or, alternatively, for provision of funds to be used to acquire recreation areas serving residents of the development or subdivision or more than one subdivision or development within the immediate area, and rights-of-way or easements for street and utility purposes including the dedication of rights-of-way pursuant to G.S. 136-66.10 or G.S. 136-66.11; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions that substantially promote public health, safety, and the general welfare.

(b) The ordinance may require a plat be prepared, approved, and recorded pursuant to the provisions of the ordinance whenever any subdivision of land takes place. The ordinance may include requirements that plats show sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement boundary line, and other property boundaries, including the radius and other data for curved property lines, to an appropriate accuracy and in conformance with good surveying practice.

(c) The ordinance may provide for the more orderly development of subdivisions by requiring the construction of community service facilities in accordance with municipal plans, policies, and standards. To assure compliance with these and other ordinance requirements, the ordinance may provide for performance guarantees to assure successful completion of required improvements. ~~If a performance guarantee is required, the city shall provide a range of options of types of performance guarantees, including, but not limited to, surety bonds or letters of credit, from which the developer may choose. Improvements at the time the plat is recorded as provided in subsection (b) of this section.~~ For any specific development, the type of performance guarantee ~~from the range specified by the city~~ shall be at the election of the developer.

(d) The ordinance may provide for the reservation of school sites in accordance with comprehensive land use plans approved by the council or the planning board. In order for this authorization to become effective, before approving such plans the council or planning board and the board of education with jurisdiction over the area shall jointly determine the specific location and size of any school sites to be reserved, which information shall appear in the comprehensive land use plan. Whenever a subdivision is submitted for approval which includes part or all of a school site to be reserved under the plan, the council or planning board shall immediately notify the board of education and the board of education shall promptly decide whether it still wishes the site to be reserved. If the board of education does not wish to reserve the site, it shall so notify the council or planning board and no site shall be reserved. If the board of education does wish to reserve the site, the subdivision shall not be approved without such reservation. The board of education shall then have 18 months beginning on the date of final approval of the subdivision within which to acquire the site by purchase or by initiating condemnation proceedings. If the board of education has not purchased or begun proceedings



to condemn the site within 18 months, the subdivider may treat the land as freed of the reservation.

(e) The ordinance may provide that a developer may provide funds to the city whereby the city may acquire recreational land or areas to serve the development or subdivision, including the purchase of land that may be used to serve more than one subdivision or development within the immediate area. All funds received by the city pursuant to this paragraph shall be used only for the acquisition or development of recreation, park, or open space sites. Any formula enacted to determine the amount of funds that are to be provided under this paragraph shall be based on the value of the development or subdivision for property tax purposes. The ordinance may allow a combination or partial payment of funds and partial dedication of land when the governing body of the city determines that this combination is in the best interests of the citizens of the area to be served.

(f) The ordinance may provide that in lieu of required street construction, a developer may be required to provide funds that the city may use for the construction of roads to serve the occupants, residents, or invitees of the subdivision or development and these funds may be used for roads which serve more than one subdivision or development within the area. All funds received by the city pursuant to this paragraph shall be used only for development of roads, including design, land acquisition, and construction. However, a city may undertake these activities in conjunction with the Department of Transportation under an agreement between the city and the Department of Transportation. Any formula adopted to determine the amount of funds the developer is to pay in lieu of required street construction shall be based on the trips generated from the subdivision or development. The ordinance may require a combination of partial payment of funds and partial dedication of constructed streets when the governing body of the city determines that a combination is in the best interests of the citizens of the area to be served.

(g) For purposes of this section, all of the following shall apply with respect to performance guarantees:

- (1) The term "performance guarantee" shall mean any of the following forms of guarantee:
 - a. Surety bond issued by any company authorized to do business in this State.
 - b. Letter of credit issued by any financial institution licensed to do business in this State.
 - c. Other form of guarantee that provides equivalent security to a surety bond or letter of credit.
- (2) The performance guarantee shall be returned or released, as appropriate, in a timely manner upon the acknowledgement by the city or county that the improvements for which the performance guarantee is being required are complete. If the improvements are not complete and the current performance guarantee is expiring, the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period until such required improvements are complete. A developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the performance guarantee or any extension. The form of any extension shall remain at the election of the developer.
- (3) The amount of the performance guarantee shall not exceed one hundred twenty-five percent (125%) of the reasonably estimated cost of completion at the time the performance guarantee is issued. Any extension of the performance guarantee necessary to complete required improvements shall not exceed one hundred twenty-five percent (125%) of the reasonably estimated cost of completion of the remaining incomplete improvements still outstanding at the time the extension is obtained.
- (4) The performance guarantee shall only be used for completion of the required improvements and not for repairs or maintenance after completion."

SECTION 1.(b) G.S. 153A-331 reads as rewritten:

"§ 153A-331. Contents and requirements of ordinance.

(a) A subdivision control ordinance may provide for the orderly growth and development of the county; for the coordination of transportation networks and utilities within proposed subdivisions with existing or planned streets and highways and with other public

facilities; for the dedication or reservation of recreation areas serving residents of the immediate neighborhood within the subdivision and of rights-of-way or easements for street and utility purposes including the dedication of rights-of-way pursuant to G.S. 136-66.10 or G.S. 136-66.11; and for the distribution of population and traffic in a manner that will avoid congestion and overcrowding and will create conditions that substantially promote public health, safety, and the general welfare.

(b) The ordinance may require that a plat be prepared, approved, and recorded pursuant to the provisions of the ordinance whenever any subdivision of land takes place. The ordinance may include requirements that the final plat show sufficient data to determine readily and reproduce accurately on the ground the location, bearing, and length of every street and alley line, lot line, easement boundary line, and other property boundaries, including the radius and other data for curved property lines, to an appropriate accuracy and in conformity with good surveying practice.

(c) A subdivision control ordinance may provide that a developer may provide funds to the county whereby the county may acquire recreational land or areas to serve the development or subdivision, including the purchase of land that may be used to serve more than one subdivision or development within the immediate area.

(d) The ordinance may provide that in lieu of required street construction, a developer may provide funds to be used for the development of roads to serve the occupants, residents, or invitees of the subdivision or development. All funds received by the county under this section shall be transferred to the municipality to be used solely for the development of roads, including design, land acquisition, and construction. Any municipality receiving funds from a county under this section is authorized to expend such funds outside its corporate limits for the purposes specified in the agreement between the municipality and the county. Any formula adopted to determine the amount of funds the developer is to pay in lieu of required street construction shall be based on the trips generated from the subdivision or development. The ordinance may require a combination of partial payment of funds and partial dedication of constructed streets when the governing body of the county determines that a combination is in the best interest of the citizens of the area to be served.

(e) The ordinance may provide for the more orderly development of subdivisions by requiring the construction of community service facilities in accordance with county plans, policies, and standards. To assure compliance with these and other ordinance requirements, the ordinance may provide for performance guarantees to assure successful completion of required improvements. ~~If a performance guarantee is required, the county shall provide a range of options of types of performance guarantees, including, but not limited to, surety bonds or letters of credit, from which the developer may choose.~~ improvements at the time the plat is recorded as provided in subsection (b) of this section. For any specific development, the type of performance guarantee from the range specified by the county shall be at the election of the developer.

(f) The ordinance may provide for the reservation of school sites in accordance with comprehensive land use plans approved by the board of commissioners or the planning board. For the authorization to reserve school sites to be effective, the board of commissioners or planning board, before approving a comprehensive land use plan, shall determine jointly with the board of education with jurisdiction over the area the specific location and size of each school site to be reserved, and this information shall appear in the plan. Whenever a subdivision that includes part or all of a school site to be reserved under the plan is submitted for approval, the board of commissioners or the planning board shall immediately notify the board of education. The board of education shall promptly decide whether it still wishes the site to be reserved and shall notify the board of commissioners or planning board of its decision. If the board of education does not wish the site to be reserved, no site may be reserved. If the board of education does wish the site to be reserved, the subdivision may not be approved without the reservation. The board of education must acquire the site within 18 months after the date the site is reserved, either by purchase or by exercise of the power of eminent domain. If the board of education has not purchased the site or begun proceedings to condemn the site within the 18 months, the subdivider may treat the land as freed of the reservation.

(g) Any performance guarantee shall comply with G.S. 160A-372(g)."

SECTION 1.(c) G.S. 160A-400.25 is amended by adding a new subsection to read:

"(e) Any performance guarantees under the development agreement shall comply with G.S. 160A-372(g)."

SECTION 1.(d) G.S. 153A-349.6 is amended by adding a new subsection to read:

"(e) Any performance guarantees under the development agreement shall comply with G.S. 160A-372(g)."

SECTION 2.(a) G.S. 160A-417 is amended by adding a new subsection to read:

"(e) No city may withhold issuing a building permit or certificate of occupancy that otherwise would be eligible to be issued under this section to compel, with respect to another property or parcel, completion of work for a separate permit or compliance with land use regulations under this Article unless otherwise authorized by law or unless the city reasonably determines the existence of a public safety issue directly related to the issuance of a building permit or certificate of occupancy."

SECTION 2.(b) G.S. 153A-357 is amended by adding a new subsection to read:

"(f) No county may withhold issuing a building permit or certificate of occupancy that otherwise would be eligible to be issued under this section to compel, with respect to another property or parcel, completion of work for a separate permit or compliance with land use regulations under this Article unless otherwise authorized by law or unless the county reasonably determines the existence of a public safety issue directly related to the issuance of a building permit or certificate of occupancy."

SECTION 3. This act becomes effective October 1, 2015, and applies to performance guarantees or extensions of performance guarantees issued on or after that date.

In the General Assembly read three times and ratified this the 29th day of July, 2015.

s/ Philip E. Berger
President Pro Tempore of the Senate

s/ Paul Stam
Speaker Pro Tempore of the House of Representatives

s/ Pat McCrory
Governor

Approved 3:12 p.m. this 5th day of August, 2015



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[NC Local Government Law](#)

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Subdivision Performance Guarantees: Legislative Changes

About the author

Adam Lovelady

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This entry was posted on September 8th, 2015 and is filed under [Development Fees](#), [Land Subdivision](#), [Land Use & Code Enforcement](#), [Planning](#).



Piedmont County is in a bind. Several years back county officials approved a 250-home subdivision. The county approved the final plat before the developer completed all of the necessary improvements. After a few years and some lot sales, the economy soured and the development company went bankrupt. Some neighborhood roads were graded but never paved. The roads that were paved never reached a density to be accepted by NCDOT, and they are crumbling now. A private park was constructed but the homeowners association never collected dues sufficient to maintain the association-owned amenities. Now the park is overgrown and the playground is safety hazard.

What's a county to do? Piedmont County wants to put rules in place to avoid this happening again. The county wants to: (1) ensure completion of promised infrastructure, (2) make sure roads are maintained in advance of DOT acceptance, and (3) have funds to guarantee maintenance of private improvements.

[New legislation](#) affecting the city and county statutes for subdivision regulation has refined and narrowed the authority for subdivision performance guarantees, calling into question some of things Piedmont County wants to do. The law applies to subdivision performance guarantees approved or extended on or after October 1, 2015. This blog considers these new limitations on performance guarantees.

Options for Enforcing Infrastructure Requirements

Several enforcement tools are available to make sure subdivision infrastructure is complete. A local government may require that all infrastructure be complete before final plat approval. Another option is to issue plat approvals for phases such that all of the improvements for one phase must be complete before final plat approval for that particular phase. Additionally, cities and counties may seek injunctive relief, or bring other judicial action to ensure compliance with the subdivision ordinance (N.C.G.S. § 160A-375 and § 153A-334). Local governments may withhold building permits for illegally subdivided lots, but that power may be narrowed by new legislation (discussed below).

Performance guarantees are another option for subdivision enforcement. Under the General Statutes, a subdivision ordinance “may provide for performance guarantees to assure successful completion of required improvements.” NCGS § [160A-372](#); [153A-331](#). I have written about performance guarantee authority on this blog before: [Subdivision Performance Guarantees](#) and [A Little More Clarity](#).

To be clear, local ordinances may allow for performance guarantees, but local governments are not required to allow performance guarantees. The statutory standards and requirements apply if the local government chooses to allow for performance guarantees.

New Provisions

[Session Law 2015-187](#) gives notable clarity and restrictions on the authority for performance guarantees. Here is a summary of the changes. The bulk of the changes are outlined in Section 1.(a) (for municipal authority) and Section 1.(b) (for county authority).

Completion Only. The statutes now explicitly state that “[t]he performance guarantee shall only be used for completion of the required improvements *and not for repairs or maintenance after completion.*” This new language is explored more below.

Statutory Menu of Financial Instruments. Under the prior law the local government was required to set a menu of acceptable financial instruments. The developer, then, could choose from that menu. The new law sets the menu (the local government cannot narrow or expand this list) to include any of the following:

1. Surety bond issued by any company authorized to do business in this State
2. Letter of credit issued by any financial institution licensed to do business in this State
3. Other form of guarantee that provides equivalent security to a surety bond or letter of credit.

That last option on the menu—some other form of guarantee—leaves the door open for comparable financial instruments to secure the guarantee. This might include cash in escrow, a trust agreement, or some other financial instrument. The new statute does not specify who decides what types of guarantee “provide[] equivalent security to a surety bond or letter of credit.”

Calculation. Per the new statute, a performance guarantee may be up to 125 percent of the estimated cost of completing the improvements. Presumably the additional 25 percent is intended to cover the costs of administration and enforcement as well as inflation.

Extensions. If improvements are not complete as the expiration of a guarantee is approaching, “the performance guarantee shall be extended, or a new performance guarantee issued, for an additional period until such required improvements are complete.” Given the statutory context and the practical mechanics of performance guarantees, this section appears to create an obligation for the developer to obtain an extension or newly issued financial instrument if the current instrument is set to expire. But that language—“the performance guarantee shall be extended”—could be read to require the local government to allow extensions so long as the developer shows reasonable good faith progress toward completing the improvements.

In the event that a developer fails to meet milestones set through the performance guarantee agreement, and the developer is not making good faith efforts, a local government can call the guarantee and use the funds to complete the unfinished improvements.

If an extension is allowed, the amount of the renewed performance guarantee is capped at 125% of the improvements yet to be completed. In other words, the amount must be reduced for improvements that have been completed.

Release. After acknowledgement by the local government that the improvement is complete, the local government must return or release the performance guarantee in a timely manner.

Development Agreements The new provisions for performance guarantees are extended to apply to development agreements as well. (S.L. 2015-187, Sec. 1.(c) & (d)).

Withholding Building Permits. The new law states that, unless otherwise authorized by law, a local government may not withhold a building permit or certificate of occupancy in order to compel compliance with a permit or ordinance on another property (Section 2.(a) & (b)).

For subdivision enforcement, General Statute [160A-375\(a\)](#) and [153A-334\(a\)](#) specifically state that “[b]uilding permits required pursuant to G.S. 160A-417 [and 153A-357] may be denied for lots that have been illegally subdivided.” To be legally subdivided, a lot must have been created as part of a lawful subdivision—one that complies with the procedural and substantive standards of the local ordinance and state regulations.

Completion v. Maintenance

Now let’s get back to Piedmont County. They were looking for ways to protect from: (1) unfinished improvements; (2) deterioration of improvements that have not been accepted as public; and (3) inadequate maintenance of private improvements. What does the new law mean for these?

For 1 & 3 the answer is clear.

First, Piedmont County certainly can require performance guarantees to ensure the completion of construction of subdivision streets and other improvements. The essential function of a performance guarantee is to provide money in case a developer fails to pave a road, install pipes, or construct

neighborhood amenities. The County simply must follow the standards outlined in the statute for calculation, extension, and other provisions.

On the other hand, it appears that a local government cannot use the subdivision performance guarantee authority to require ongoing maintenance guarantees. The statute now states that “[t]he performance guarantee shall only be used for *completion* of the required improvements and *not for repairs or maintenance after completion.*” In the case of Piedmont County, they could not use the performance guarantee authority to require the HOA to hold a maintenance bond for upkeep of parks and playgrounds.

Stormwater facilities are the exception to this rule. Local governments have explicit authority for financial arrangements to ensure adequate maintenance and replacement of stormwater management facilities (G.S. [153A-454](#); [160A-459](#)). Aside from stormwater facilities, though, there is no explicit authority for maintenance bonds for private improvements.

Now, what about the guarantees that fall in between performance and maintenance? As was evident in the recent recession, it may be a matter of years from the end of construction until there is sufficient density on the road for NCDOT to accept the road as public. Can Piedmont County require a bond to cover the time from physical completion to public acceptance? The answer is not clear, but probably no.

The question is this: what is “completion”? The plain language of statute states that performance guarantees are “to assure *successful completion* of required improvements.” If an improvement is intended to be dedicated to the public, arguably the “successful completion” of such improvement would be acceptance of the improvement by the public. Thus, a performance guarantee covering the gap from construction to public acceptance may be allowed. Such a reading of the statute, though, may be ambitious. The plain meaning of the statute appears to be limited to physical completion of construction, not maintenance thereafter.

It is worth noting that public bodies sometimes require a warranty period in conjunction with acceptance of public enterprise improvements for public maintenance (one year warranty of the dedicated improvements, for example). Such warranties are allowed under the general authority to operate public enterprises for [municipalities](#) and [counties](#).

Conclusion

New rules applicable to subdivision performance guarantees will affect many communities across the state. The calculation for guarantees is capped at 125%, the statute now sets the menu for acceptable financial instruments, and new language requires developers to obtain guarantee extensions if the current guarantee is expiring. Additionally, building permits may not be withheld to compel ordinance compliance on a separate parcel.

Importantly, the new statute clearly states that performance guarantees may be used to ensure *completion* of required improvement only, not *maintenance*.

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ORD # 0-09-2019

**AN ORDINANCE TO AMEND SECTION 17.17 OF THE
TOWN OF WENDELL UNIFIED DEVELOPMENT ORDINANCE AND SECTION 3.04D
OF THE TOWN OF WENDELL STANDARDS AND SPECIFICATIONS MANUAL
AS THEY RELATE TO GUARANTEE OF REQUIRED IMPROVEMENTS AND
WARRANTIES AGAINST DEFECTS**

WHEREAS, Section 17.17 of the UDO contains the Town's general provisions for guarantees of required improvements and warranties against defects; and

WHEREAS, Section 3.04d of the Town's Standards and Specifications Manual contains the Town's general provisions for inspection and acceptance of required improvements; and

WHEREAS, the Town has initiated a petition to amend Section 17.17 of the UDO and Section 3.04d of the Town's Standards and Specifications Manual in order to conform to House Bill 721 (Session Law 2015-187), which put in place new regulations regarding the types and amount of performance guarantees local jurisdictions may use; and

WHEREAS, the Town of Wendell Unified Development Ordinance Section 15.11 establishes uniform procedures for amending the text of the Ordinance;

NOW, THEREFORE BE IT ORDAINED by the Town Board of the Town of Wendell, North Carolina:

SECTION 1. That Section 17.17 of the UDO be amended to read as follows:

17.17 – Guarantee of Required Improvements and Warranty Against Defects

- A. Financial Guarantee in Lieu of Immediate Installation for Approval: In lieu of requiring the completion, installation and inspection of all or any part of the required improvements as described in this Ordinance prior to Final Plat approval, the Town may require and approve a financial guarantee whereby the developer shall agree to complete all required improvements. The timing of said improvements shall adhere to the Town's adopted Standards and Specifications Manual. Once said financial guarantee is approved by the Zoning Administrator and the security required herein is provided, the Final Plat may be approved if all other requirements of the Ordinance are met. To secure this agreement, the developer shall provide either of, or a combination of, the following guarantees to cover the costs of the proposed improvements:
1. Surety Bond: The developer shall deposit a surety bond with the Zoning Administrator. The amount of the bond shall be equal to 125 percent of the estimated cost as approved by the Zoning Administrator, of installing all required improvements. The initial cost estimate shall be the responsibility of the developer and certified by his engineer, but the approval of the final cost estimate shall be made by the Zoning Administrator.
 2. Letter of Credit: The developer shall deposit a letter of credit issued by a financial institution licensed to do business in this State with the Zoning Administrator. The amount of the letter of credit shall be equal to 125 percent of the estimated cost as approved by the Zoning Administrator.

3. Other form of guarantee: The developer shall deposit any other form of guarantee that, in the opinion of the Administrator, provides equivalent security to a surety bond or letter of credit. The amount of this guarantee shall be equal to 125 percent of the estimated cost, as approved by the Zoning Administrator.
- B. Duration of Financial Guarantees
1. The duration of a financial guarantee shall be of a reasonable period to allow for completion and acceptance of improvements. In no case shall the duration of the financial guarantee for improvements exceed 24 months unless extended by the Town Manager.
 2. All subdivisions whose public improvements are not completed and accepted at least 30 calendar days prior to the expiration of the financial guarantee shall be considered to be in default, unless said guarantee is extended with the consent of the Town Manager to a future date certain not to exceed 12 months. In order for an extension to be granted, a developer shall demonstrate reasonable, good faith progress toward completion of the required improvements that are the subject of the performance guarantee or any extension. The form of any extension shall remain at the election of the developer.
- C. Default
1. Upon default, meaning failure on the part of the developer to complete the required improvements in a timely manner as specified in the financial agreement, the Town may expend said funds as deemed necessary to complete all or any portion of the required improvements.
 2. Default on a project does not release the developer from liability/responsibility, financial or otherwise, for the completion of the improvements.
- D. Release of Guarantee Security
1. The Town Manager may release a portion or all of any security posted as the improvements are completed. Prior to such release the developer shall provide the Administrator with a set of 'as built' drawings certified by his engineer.
- E. Warranty Against Defects
1. Prior to acceptance by the Town of any improvements in any subdivision, the developer shall furnish to the Town a written warranty against defects which shall guarantee the material and workmanship of required stormwater improvements for a period of not less than one year from the date of such acceptance. Such warranty shall be accompanied by a financial guarantee payable to the Town equal to at least ten percent of the cost of the installation of such stormwater improvements as determined by the Town Manager. Such financial guarantee shall be in the form of financial guarantee as provided for in Section 17.17.A of this Chapter.
 2. Upon successful performance of the improvements, as determined by the Town Manager, the financial guarantee shall be returned to the developer. Upon the failure of an improvement to perform within the generally accepted standards for the type improvement as determined by the Town Manager, the developer shall be notified and given a reasonable period of time to correct the defects. Should the developer fail to act, fail to act in a timely manner, or otherwise fail to correct the defect(s), the Town Manager shall find the developer in default and proceed in the same manner as provided for in Section 17.17.C of this Chapter.

SECTION 2. That Section 3.04d of the Standards and Specifications Manual be amended to read as follows:

Section 3.04d Inspection and Acceptance:

d. Acceptance

The final lift of bituminous surface course is to be delayed until such time as its placement is approved by the Town Representative in order to allow for initial residential construction activity to conclude and not damage the road surface. Unless otherwise approved by the Town Board as part of a Conditional District, Planned Unit Development, or Development Agreement, the final lift shall be installed after 70% of the lots have received certificates of occupancy. If future phases of development are proposed, installation of the final lift can be delayed further as approved by the Town Representative. Following the installation of the final surface course, a final inspection by Town staff shall be conducted and a punch list generated of items required to be repaired. Final acceptance shall be subject to satisfactory correction of any defects in the facilities and provisions to the Town of as-built plans.

SECTION 3. That all laws and clauses of law in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 4. That if this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.

SECTION 5. That the proposed text amendments to Section 17.17 of the UDO and Section 3.04d of the Standards and Specifications Manual are found to be consistent with Principle # 8 of the Wendell Comprehensive Plan and reasonable in nature in order to conform to new legislative requirements while protecting the town from undue financial burdens associated with developer installed infrastructure improvements.

- Principle Number 8: “Ensure local and regional transportation interconnectivity and options while also maintaining and enhancing Wendell as a walkable community.”

SECTION 6. That this ordinance has been adopted following a duly advertised public hearing of the Town Board and following recommendation by the Planning Board.

SECTION 7. That this ordinance shall be enforced as provided in G.S. 160A-175 or as provided for in the Wendell Town Code.

SECTION 8. That this ordinance shall become effective upon its adoption by the Wendell Board of Commissioners.

DULY ADOPTED the 13th day of May, 2019.

(Town Seal)

Virginia R. Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, Town Clerk

James P. Cauley III, Town Attorney

Item Title:

Public hearing for the proposed Fiscal Year (FY) 2019-2020 Town of Wendell Budget.

Board of Commissioners Meeting:

Monday, May 13, 2019 Public Hearing
Monday, April 29, 2019 Budget Work Session

Specific Action Requested:

Receive a Budget presentation and hold a public hearing on the proposed FY 2019-2020 Town of Wendell Budget and to take action at the Tuesday, May 28, 2019 Board meeting.

Item Summary:

Pursuant to Section 159-11 of the North Carolina General Statutes, the Budget Officer submits the Fiscal Year 2019-2020 (FY 2020) budget for the consideration of the Board of Commissioners. The submitted budget is balanced and in compliance with the Local Government Budget and Fiscal Control Act and the Financial Policies of the Town of Wendell.

Staff requests the Board of Commissioners to hold a Budget Hearing on Monday, May 13, 2019 prior to taking action on the recommended budget at the Tuesday, May 28, 2019 Commission Meeting. A copy of the Budget was provided to the Town Clerk and made available to the media and a copy placed at the Wendell Library for public review. The Budget is also available for review on the Town website.

The FY 2020 budget totals \$8,027,766, an increase of 10.8% above the total budget for FY 2019, and recommends maintaining a flat property tax rate of 49.0 cents per \$100 of taxable valuation. This All Funds total increase includes capital expenses, debt service, and the Water and Sewer Funds in addition to the General Fund operating and personnel expenses. The Wake County Fire Tax will also maintain a flat rate of 9.6 cents per \$100 of taxable valuation. The rates for water and sewer usage and solid waste remain unchanged for FY 2020. The increased budget is a reflection on increased revenues resulting from growth and like increases in expenses to maintain services to a larger community.

The fee schedule remains largely unchanged except for new program fees (soccer, wiffleball, kickball, community garden, weight room, and general program classes) and minor market adjustments to existing programs including a \$5 per day increase for Track-out Camp and a \$50 per team increase for co-ed volleyball. The golf cart fee established in FY 2018 is added with an estimated revenue of \$3,500. A budget overview of all funds follows:

Budget Overview - All Funds		
General Fund	Revenues:	
	Ad Valorem Taxes	3,252,300
	Licenses & Permits	426,200
	Intergovernmental - Unrestricted	1,840,570
	Intergovernmental - Restricted	184,611
	Permits & Fees	164,950
	Sales & Services	864,015
	Other Revenues	3,000
	Investment Income	95,620
	Fund Balance Transfer	696,500
	Total:	7,527,766
	Expenses:	
	Governing Body	100,200
	Administration	380,900
	Information Technology	160,760
	Finance	333,100
	Economic Development	48,600
	Planning	422,200
	Public Buildings & Grounds	350,840
	Police	1,923,014
	Fire Services	4,900
Public Works	1,906,710	
Powell Bill - Local Roads Program	175,000	
Parks & Recreation	795,377	
Non-Departmental	923,665	
Special Appropriations	2,500	
Total	7,527,766	
Water Fund	Revenues - City of Raleigh	50,000
	Expenses - Debt Service	50,000
Sewer Fund	Revenues - City of Raleigh	450000
	Expenses - Debt Service	450000
Total Funds	Revenues	8,027,766
	Expenses	8,027,766

Attachments:

None: Proposed FY 2019-2020 Town of Wendell Budget is available on the Town of Wendell website at: http://files.www.townofwendell.com/government/minutes-and- agendas/2019_Agenda_Packets/FY_20_Proposed_Budget-2019May13.pdf

Date: May 13, 2019

Item # 6a

Item Title:

Joint Request for Proposals (RFP) for Information Technology (IT) Support Services for the Towns of Rolesville and Wendell.

Report to the Board of Commissioners:

Monday, May 13, 2019

Specific Action Requested:

Motion to approve Finance staff to issue the Joint Request for Proposals for Information Technology Services.

Item Summary:

The Towns of Rolesville and Wendell request to solicit information technology support services from a qualified vendor through the issuance of a request for proposals (RFP). The RFP will seek the following:

- Achieve efficiencies in service and cost through the economy of scale offered by a joint solicitation;
- Improve IT effectiveness in all areas for the growing towns;
- Enhance the quality of service to departments and employees, and through the citizens;
- Minimize downtime and technical support costs while providing an option for full-time on-site IT staff;
- Provide IT consultation for the towns in negotiation with outside agencies and vendors;
- Ensure the security of data and build resilient systems compliant with NC Records Retention requirements; and
- Maximize the return on investment in IT hardware and software.

In accomplishing these goals, the RFP provides for a scope of services that includes the assessment of the current IT system; help desk and on-site support, desktop support, server and infrastructure support, after hours and emergency support, data and security management, third-party applications and software management, communications support, budgetary advice, liaison on behalf of towns for IT issues, hardware and software recommendation, and additional support services to address issues.

The RFP provides for a three (3) year agreement beyond the remainder of the current fiscal year. The Towns are not obligated to select a vendor as a result of the solicitation and may consider other options at the end of the process which includes an in-house solution.

IT support services provided may be hosted solutions, managed solutions, or a hybrid solution. Hosted solutions are services and staff provided off-site. Managed solutions are services or equipment that is maintained and kept in Town facilities and vehicles. A hybrid solution is a combination of the managed and hosted.

A summary of the proposed RFP schedule for Wendell is as follows:

- Issue RFP - May 16, 2019
- Vendor Walk Through - June 6, 2019
- Proposals from Vendors – July 17, 2019
- Vendor presentation to staff (as needed) – August 1 to 15, 2019
- Presentation to Commission for Award of Bid – August 19, 2019
- Contract effective date – September 3, 2019

The dates for presentation and consideration by the Town of Rolesville are to be determined later in the process. The effective date and roll-out of services selected will be delayed meeting the needs of the Town of Rolesville but will not impact the consideration for the Town of Wendell. The proposals will be reviewed, and a recommendation made by a joint committee of both Towns.

The solicitation of information technology goods and services is consistent with North Carolina General Statute 143-129.8. The contract will be awarded to the vendor that submits the best overall proposal. While the RFP is issued jointly, it in no way obligates that both or either Town accept and/or award contracts.

Attachments:

Request for Proposals for Information Technology Support Services

1. Purpose

The Town of Rolesville and Town of Wendell (jointly known as Towns) are soliciting proposals from qualified professional vendors for Information Technology support services. The qualified vendor will enable the Towns to:

- Achieve efficiencies in service and costs through the economy of scale offered by a joint solicitation;
- Improve information technology (IT) effectiveness in all areas for the growing towns;
- Enhance the quality of service to departments and employees, and through them the citizens;
- Minimize downtime and technical support costs while providing an option for full time on-site IT staff;
- Provide IT consultation for towns in negotiation with outside agencies and vendors, as requested;
- Ensure security of data and build resilient systems compliant with NC Records Retention requirements; and
- Maximize return on investment in IT hardware and software.

Detail provided by the vendors responding to the request for proposals (RFP) is of the essence. The provision of greater detail regarding capability and expertise, scope of services, and approaches to maintaining and developing a protected and resilient IT system is encouraged. Responses to the RFP are not bound by any specific approach and may include hosted solutions, managed solutions or a hybrid. Vendors may provide additional information they believe is relevant beyond the requests for specific information in the RFP.

NOTE: To facilitate the best understanding of the existing IT systems maintained in both Towns, a mandatory walk-thru pre-bid meeting will be held at both locations.

2. Process Timeline

The Towns will follow the following preliminary timeline in the establishment of IT Services:

Task	Date	Time
Issue RFP	May 16, 2019	9:00 am
RSVP to attend walk-through	May 30, 2019	3:00 pm
Mandatory Walk-Through Meeting	June 6, 2019	9:00 am
Deadline for Questions	June 13, 2019	3:00 pm
Responses to questions / addendum issued	June 24, 2019	9:00 am
Proposals due from Vendors	July 17, 2019	3:00 pm
Proposal evaluation	July 26, 2019	9:00 am
Vendor presentation (as needed)	August 1 to 15, 2019	TBD

Present to Town Boards for approval.		
Rolesville	TBD	TBD
Wendell	August 19, 2019	7:00 pm
Contract effective date	September 3, 2019**	8:00 am
** Effective date is subject to the length of time required for contract negotiation.		

3. General Requirements

- A. This solicitation is for the purchase of information technology goods and services by the Towns of Rolesville and Wendell and shall be awarded consistent with North Carolina General Statute 143-129.8. The contract will be awarded to the vendor that submits the best overall proposal. While the solicitation is issued jointly, it in no way obligates that both Towns accept proposals and or award contracts.
- B. Proposals submitted shall not be subject to public inspection until a contract is awarded. Proposals will be received by the Town of Wendell at the time and place stated in this document. At that point, the Towns will close the receipt of proposals and begin the evaluation process.
- C. It is the responsibility of the vendor to identify portions, if any, of their submittals determined to be confidential, proprietary information, and trade secrets. The Towns may require vendors to justify why information should not, upon request, be disclosed.
- D. Vendors responding to the solicitation are asked to not contact any Town staff or elected officials in reference to the process. As information becomes available and is relevant for release, that information will be shared with the respondents. All information submitted in conjunction with this RFP and the evaluation process will be retained by the Towns.
- E. All questions related to his Request for Proposals are to be submitted in writing to Butch Kay, Town of Wendell Finance Director, no later than 3:00 pm on Thursday, June 13, 2019. Submitted questions and the responses along with any necessary addendums to the RFP will be issued via email no later than 9:00 am on Monday, June 24, 2019 via email. Questions may be submitted via email to bkay@townofwendell.com.
- F. The Towns reserve the right to reject any or all proposals and to waive any informalities as may be permitted by law.
- G. The Towns reserves the right to request oral interviews or request additional information from any or all vendors. Vendors should not rely on the opportunity to alter their qualifications during any presentation or discussion.

- H. The Towns reserve the right to award a contract based on proposals received without further discussion or negotiation.
- I. Proposals may be submitted electronically or as hardcopies.
- a. If hardcopies are submitted: Three (3) copies of the full proposal and all supporting documentation as required in the RFP must be submitted in a sealed envelope, addressed to:

Town of Wendell
Attn: Butch Kay, Finance Director
IT Services Response Enclosed
15 East Fourth Street
Wendell, NC 27591
 - b. If electronic copies are submitted:
 - i. Via email to bkay@townofwendell.com. The subject line should read "IT Services RFP Response Enclosed".
 - ii. Proposals may be sent on a flash drive to the mailing address in I(a) above.
 - iii. The Towns are not responsible for messages that are not received by the deadline or electronic attachments that staff is unable to open or access.
- J. Proposals should be submitted no later than 3 pm on Wednesday, July 17, 2019. Proposals will be opened by the Towns at this time and not made public until after the award. Upon receipt of proposals the Towns shall have a sufficient period of time to evaluate proposals and/or receive presentations as noted in the schedule outlined previously.
- K. This RFP and any contract resulting from this process shall be governed by the laws of the State of North Carolina.
- L. Successful bidder must be prepared to begin providing service on or before 8:00 am on Tuesday, September 3, 2019.
- M. Vendor warrants that the submitted bid is genuine and not collusive and no conspiracy or agreement was made in any manner to fix any bid or any element of such bid price, payment or agreement for commission percentage, brokerage, or any other compensation for the procurement of this contract.
- N. CANCELLATION OF CONTRACT – DISCUSSION NEEDED. 30 day either party typical, but multi-party agreement that derives benefit to other parties may complicate. Either Party may, by written notice to the other parties, cancel the contractual agreements established as a result of the RFP with the written notice being submitted and acknowledged no less than 90 days prior to the anticipated termination.

- O. All proposals shall be signed by an authorized officer or employee of the submitting organization. The name of the company, contract person, telephone number, fax number, and address shall be included.
- P. The Towns shall have the right to reject or accept any proposal or offer, or any part thereof, for any reason whatsoever at their sole discretion.
- Q. The RFP does not commit the Towns to award, nor does it commit the Towns to pay any cost incurred in the submission of a proposal, or in making necessary studies or designs for the preparation thereof, no procure or contract for service or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract or award.
- R. The Towns reserve the right to terminate this RFP at any time prior to the contract execution.
- S. No prior, current, or post award verbal conversation(s) or agreement(s) with any officer, agent, or employee of the Towns shall affect or modify any terms or obligations of the RFP, or any contract resulting from this procurement.

4. Current Information for IT Services, Hardware, and Software for the Towns

The Towns currently utilize different philosophies and technologies to address their IT needs. Detailed information on the Towns' current structures and systems are provided as appendices. Neither of these appendices should be considered all-inclusive but are designed to facilitate a basic understanding of systems and architecture used.

Appendix A – Town of Rolesville Systems and hardware list.

Appendix B – Town of Wendell Information Technology Overview

5. Scope of Services

The successful vendor will provide the Towns with all of the following services. The vendor shall not subcontract any portion of the services to be performed under the contract without prior written agreement of the Towns. The prohibition against subcontracting shall not extend to software, purchased leased or otherwise legally acquired in order to carry out the necessary tasks associated with any contract issued.

Vendor shall perform the Scope of Services as outlined in the RFP, which will be integrated into the final contract. The Scope of Services shall not be deemed to be all-inclusive and may be changed from time-to-time to meet the business needs of the Towns. The below language regarding Scope of Services to be provided is intended to address proposals of hosted, managed and hybrid solutions as presented by vendors. Simple definitions for hosted, managed, and hybrid solutions are as follows: hosted solutions are services and staff provided off-site; managed

solutions are services or equipment that is maintained and kept in Town facilities and vehicles; and a hybrid solution is a combination of the managed and hosted. The Scope of Services shall apply to all participating jurisdictions unless specifically noted below or later amended by contract.

A. Current System Assessment

Review and update the inventory of all information technology related assets, assess system assets, and make recommendations for improving system-wide performance.

B. Help Desk and On-Site Support

Manage, monitor, and track all support related issues and provide monthly updates to the Towns of significant support patterns or issues. Online ticket submission, commenting, and tracking must be provided. Historical support data should be available by user or issue type. Remote support and on-site support must be provided during business hours as requested. Support must be available for significant issues 24 hours per day, 7 days a week all year (24x7x365).

C. Desktop Support

Perform basic desktop support functions such as installing PCs, laptops, printers, work stations, and software; diagnosing and correcting desktop application problems, configuring applications for desktop systems; and identifying and correcting hardware problems, performing advanced troubleshooting, Windows patching and updates, and scheduled preventative maintenance. When requested by a Town, the vendor will provide assistance with software and hardware purchases or leases.

D. Support, Management, and Monitoring of Servers and Infrastructure

Provide 24x7x365 monitor and alert service; operating system patches; and updates, remote and onsite remediation for all server/infrastructure related issues as necessary. Ensure scheduled preventative maintenance for equipment is promptly performed; develop and test back-up and disaster recovery plans; and establish procedural documentation. Set up new users, edit existing users, and remove old users when requested; thus, managing the computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Install new servers, software, hardware, and transfer data when required.

E. Support Services Response

Support personnel need to be available to meet all the needs associated with the parameters outlined in this request. In the event a problem needs to be escalated, a prescribed escalation process must be in place along with a timeframe for resolving issues. Any service issue that needs to be escalated to one or more of the Towns must be started promptly and must be completed within a time discussed between the vendor and the Town(s) to the satisfaction and approval of the Town(s). Statistical measures and approaches for performance evaluation

should be included. The proposal must include a detailed response time for each type of service issue.

F. After Hours and Emergency Services

Provide technical, communication, and IT support services in the event of emergency situations or outside of normal business hours, 24x7x365. The proposal should clearly outline how various levels of support are defined, and how the vendor handles a situation in which multiple customers are affected by the same emergency, whether it be geographic, technical, or something else.

G. Data and Security Management

Maintenance of virus/intrusion detection programs on servers, email, and other devices of the Towns. Review and enhance the security of the Towns' network and wireless devices. Perform security audits as requested and notify appropriate Town personnel immediately of suspected breaches of security or intrusion detection. Reduce the amount of spam received by employees.

Provide a method to track and identify IT assets by location or user, and the characteristics of each device. Devices should be physically tagged to match their electronic record. This should be updated whenever a new device is added or removed.

Provide sample processes for the restoration of data in the event of natural or man-made disaster and describe the role that the Towns would play in such restoration if it occurs at a vendor site and not within the Towns' control.

H. Software/Third-Party Applications Services

Provide oversight, management, and support for software used by the Towns; oversight, supervision, and management of third-party desktop, server, and web-based applications and act as the representative of the Towns when dealing with third party application support, as directed. Vendor will review third-party invoices as requested for verification of services.

I. Communications (Desk phones, Cellular Phones, Voicemail) Support

Prepare recommendations and provide management and coordination of the Towns' communication systems including, but not limited to, desk phones, cellular phones, communications devices, voice mail systems, and authorized BYOD devices. (NEEDS DISCUSSION) – phone providers and BYOD policies (if any)

J. Strategic Planning and Budgeting

Provide technical and organizational leadership for technology issues. Make recommendations for future purchasing and technology needs for the organization and specific departments as needed, as well as during the annual budget preparation process. The vendor shall compliment the Finance Department of the Towns in the prioritization and in maximizing the use of funds budgeted for technology improvements. Provide

recommendations for potential savings in IT related matters. Attend department head and IT committee meetings as directed.

K. IT Liaison / Representative for the Towns

The vendor shall provide a primary point of contact for each jurisdiction recognizing that other vendor employees may work on specific issues or projects. The primary point of contact will act as the Town's liaison and representative for all IT related matters with other vendors, agencies, and Town departments under the scope of the Agreement. The vendor should be available for any meetings as directed by the managers of the Towns or their designees.

L. Hardware and Software

The vendor should include in the proposal whether hardware will be a one-time purchase by the Towns, leased, or any combination of purchase and lease. The vendor should provide any phasing options and schedules for the replacement of hardware. Also, the proposal should include a sample of any potential arrangements with finance companies with whom the vendor works directly for review by legal counsel of the Towns.

All software licensing should remain in the name of the respective Town as the owner with the vendor being responsible for necessary deployment of software to required computers. The vendor should identify options to vary from this requirement when such outsourcing provides opportunities for risk reduction or cost efficiencies for decision by the Towns. The vendor should be willing to assist with negotiating software purchases and leases on behalf of the Towns. Updating of third-party applications is required as part of the scope of services.

6. Proposal Format

Submitted proposals shall conform to the following format and be organized as outlined below. Responses should be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

A. Letter of Intent

A letter of intent is required for all complete proposals and should include the following:

1. Signature of an officer of the company authorized to bind the vendor to the proposal.
2. Company name, address, telephone number, and website.
3. Name, title, email address, and telephone number of the proposal contact person(s) who are authorized to represent the firm and to whom correspondence should be directed.
4. Federal and State taxpayer identification numbers of the firm.
5. A brief statement of the understanding of the services to be performed and an understanding that the terms of the RFP will be incorporated into the contract.
6. A statement indicating the period, not less than 120 days from the bid date, during which the proposal will remain valid.

B. Proposer's Statement of Organization and Experience

A vendor must demonstrate considerable relevant experience (minimum of 5 years) with this type of work, and should emphasize their experience, technical qualifications, working knowledge of Information Technology Services, and capability of the particular principal and personnel who will actually be assigned to the Towns.

A proposer must include a brief profile of the firm, including at a minimum:

1. Length of time in business
2. Length of time providing proposed services
3. Number of clients
4. Number and list of local government and public sector clients, and scope of services provided to those clients
5. Number of full-time employees and area of involvement (technical support, consulting, sales support, and administrative support)
6. Location of the office to serve the Towns
7. Relevant technical certifications and/or partnerships
8. Resumes for all individuals employed in a full-time or part-time capacity who shall provide services sought in this RFP. If resumes are not available, the Proposer shall provide information indicating the name, job title, education, and years employed by the firm.
9. A vendor shall demonstrate that it has at least one (1) local government client, including police department services meeting all CJIS requirements, and have contracted with the client(s) for the same or similar services within the last three years for a multiple year term, and shall provide the Towns with contact information for these clients to allow the Towns to obtain their recommendation as to the services rendered by the vendor. Also, the vendor shall demonstrate understanding of hardware needs for mobile workstations in a law enforcement environment.
10. Documentation to demonstrate that the vendors has satisfied all applicable CJIS Requirements.

C. Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company, or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount or (2) any private entity for an amount greater than one hundred thousand dollars (\$100,000). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

D. Insurance Requirements

1. Workers' Compensation

Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

2. Comprehensive General Liability

Shall have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contract liability endorsement.

E. General Information

The vendor should understand that the Towns have certain expectations as it relates to contracting including the necessity for contracts to be consistent with the fiscal year end, June 30. The proposal be for an initial 36-month period starting from the effective date of the negotiated and executed contract. At that point a new contract will be established unless otherwise indicated in the negotiated contract for services. The selected vendor for the current contract shall provide a month to month rate to provide continued coverage until such time a new contract is established.

The proposal shall include a pricing schedule which includes rate, seat count if applicable and extended pricing. It shall demonstrate whether the proposal is a hosted, managed or hybrid solution and will include hardware ownership responsibilities in terms of cost and maintenance along with other costs associated with the proposal. Specific information relating to what is considered under a monthly/quarterly service fee and what should be considered additional service under a fee-for-service arrangement should be clearly delineated in the proposal as outlined in Section 7, item C4.

7. Selection Process

A. Proposal Evaluation

1. Proposals will be evaluated by a joint committee of the Towns using the criteria listed in section 7.B below.
2. A contract may be awarded to the vendor that submits the best overall proposal.
3. Oral Interviews: The Towns reserve the right to request oral interviews from the top-ranking firms. If oral interviews are conducted, it will be in accordance with the anticipated schedule.
4. Additional Information: The Towns reserve the right to request additional written information or clarification of the proposal from the top-ranking firms.

B. Selection Criteria

The evaluation of proposals and the determination of conformity and acceptability shall be the responsibility of the staff of the Towns. Such determination shall be based on information furnished by the proposer, as well as other information reasonably available to the Towns.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

1. Technical Expertise and Qualifications
2. Service Approach and Methodology
3. Project Staffing and Experience
4. Satisfaction of Clients and End Users

The top three (3) ranked proposals will be recommended to the Town Managers of the Towns for a review and a recommendation will be made to the respective elected bodies of the two (2) Towns for award. As such, vendors can receive up to two (2) bid awards with one process with an economy of scale due to the proximity of the two (2) jurisdictions.

If the Towns are unable to negotiate a satisfactory Agreement with the highest ranked proposer, negotiations with that proposer shall be terminated and the Towns shall attempt to negotiate an agreement with the next highest qualified proposer and so on. If no Agreement can be jointly reached, the Towns may reject all proposals and may either re-advertise for new proposals or negotiate independent Agreements with a top proposer of the choice of the individual jurisdiction.

C. Description of Services

The proposer shall include a description and synopsis, including sample deliverables where appropriate, dealing with its methodology and approach to providing the Scope of Services as described in Section 5 of this RFP. Please note that the scope of work indicates “what” the vendor is supposed to do; and the description of services should show “how” the vendor intends to perform the services.

The description of services should also be accompanied by the following:

1. Proposal summary that includes why the firm is pursuing the work and how it is uniquely qualified to perform the services.
2. Proposal must include a description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
3. The proposal must include a detailed response time for each type of service issue.
4. A draft contract and vendor’s terms and conditions. A payment schedule should also be included (i.e. monthly, quarterly). The vendor must describe the method of obtaining the fee for service (i.e. fixed fee, per device, per location) and describe any cost increases throughout the contractual term.

Appendix A

Town of Rolesville Information Technology Overview

Town of Rolesville offices are spread across 3 primary physical locations:

- Town Hall, 502 Southtown Circle
- Police Department, 204 Southtown Circle
- Public Works, 106 South Main Street

The Police Department is connected to Town Hall via a VPN connection, established using Cisco devices. All three locations have their own Spectrum internet service.

Town Hall

The Town Hall facility houses Administration, Finance, Planning, Parks & Recreation, Town Board meeting chambers, and a community center. The Town currently owns and operates one physical server at this location which is sub-divided into approximately two logical servers – one for shared files and one for the financial system software. This server operates using Windows Server 2012.

This facility also hosts the base for the NEC SV8100 Telephone System, which provides phone service in Town Hall and the Police Department. The phone system is administered through the State of North Carolina ITS department. The Town's email system is also administered through the State of North Carolina ITS department.

In this facility, there are currently 14 full time positions that utilize 21 personal computers (including two spares). The facility has one leased multi-function copy/print/scan/fax device that serves as the primary printer. Other devices include a large format plotter with print/scan functions, two standard printers on the network, and two local printers.

The Town Board meeting chambers has a sound system and a video display system, both owned by the Town. The Town does not currently broadcast public meetings, but this has been discussed as a future initiative.

Administration uses ForTheRecord software to transcribe meeting minutes.

Finance utilizes Southern Software's FMS product for all financial systems. This software is SQL based and is installed on the local server. One personal computer at the front counter is dedicated for use as a cashier station for Rolesville payments and Wake County property tax payments. The City of Raleigh also provides a personal computer to allow cashier staff to access their utility billing software through a VPN connection. These two cashier units share peripherals through a KVM switch.

Planning maintains three licenses for ESRI GIS to support utilization of Wake County GIS systems. The department also connects to Wake County's Energov system for permitting and inspections functions.

The Parks and Recreation Department utilizes CivicRec Parks and Recreation cloud-based management system to facilitate operation of its programs.

There are two routers in the building – one for public access to wi-fi, and one for private access to wi-fi.

Police

The Town currently owns and operates one physical server at this location. This server operates using Windows Server 2012.

In this facility, there are currently 21 full time positions that utilize 7 personal computers on-network and 15 personal computers off-network used as mobile data terminals by officers. The off-network machines are connected via VPN to the Wake County Sheriff's Department systems as we share a common Records Management System provided by Central Square and a common Computer Aided Dispatch (CAD) System to connect to the Raleigh Wake Emergency Communications Center.

The facility has one leased multi-function copy/print/scan/fax device that serves as the primary printer. There are also 2 local printers and 13 thermal printers in police vehicles.

The Police Department utilizes in car cameras in its patrol vehicles and body cameras on sworn personnel. Digital Ally is the current vendor. Data is downloaded from these cameras, either wirelessly or via card download, and stored on the department server.

The Police Department utilizes a third-party software to record interviews and interrogations in its facilities.

There are two wireless routers in the facility – one for internet access and one for internet access and to facilitate camera video download.

Public Works

There are currently 4 full time employees and 2 personal computers at this location. There is one wireless router on site which provides for internal staff access.

Web Site/Social Media Presence:

The Town has a hosted website which was designed by a contractor. Content control is currently maintained by each department and administered by Finance.

The Town also has developed a social media presence utilizing Facebook, Instagram, Twitter, and YouTube. These accounts are administered by Parks & Recreation.

Cellular Equipment:

The Town maintains an approximately 14 Apple iPads with cellular service used by elected officials and the management team. Additionally, it maintains 12 Apple iPhones assigned to Town staff and 19 MiFi devices to provide remote access to police personnel that work in mobile environments. All services and equipment are provided through Verizon.

Appendix B

Town of Wendell Information Technology Overview

The Town of Wendell Government is spread across 4 physical locations that are connected via Spectrum Metro-E Circuits. Network connectivity is established utilizing primarily managed Cisco/Meraki managed switches with a small number of other vendor based non-managed switches.

The Town of Wendell has recently migrated to Office 365 which is provided and supported by a third-party vendor. Based on user needs the town utilizes both G3 and EOP license to recognize the best value for the town.

Town Hall

The Town Hall facility located at 15 East Fourth Street and houses Administration, Finance and Planning. It is also the hub of the Town's IT Systems. The Town currently owns and operates 2 physical servers which are housed at that location and they are sub-divided into approximately six logical servers which provide the following storage and application capabilities and are operating Server 2012. This facility also hosts the base for the NEC 8100 Telephone System which provides both digital phones in the Town Hall and VOIP Phones in other town buildings.

There are currently 11 full time positions in that facility that utilize 11 desktop machines and one laptop shared to allow for presentations. The facility is also home to three multi-function traditional printers, a large format printer and a large format multi-function printer.

There is an interactive display system in the Board Room which is owned by the town as well as interfaces to a camera/recording system owned by East Wake Television which is used to broadcast board meetings.

Administration currently serves as the management portal for "Tell Wendell". "Tell Wendell" is Accela's Service Request Management solution (Public Stuff) which allows public users as well as town staff to submit issues of concern. Accela is shared by all departments as a task management solution. Additionally, it maintains Olympus Dictation Management Systems to transcribe minutes.

The Finance Department utilizes Edmunds Financial Software to manage budget operations, accounts payables and receivables and payroll. This software is installed on a local server with the Finance Department providing limited user access to other Departments.

The Planning Department maintains licensing for BlueBeam Revu to facilitate plan review by both internal and external stakeholders. It also maintains licenses for ESRI GIS to support utilization of Wake County GIS systems. Additionally, Energov is provided by Wake County to automate and connect critical processes involving permitting, planning, regulatory management and inspections.

There are both public and private wireless AP's in the building.

Parks and Recreation

The Parks and Recreation Department is headquartered at the Wendell Community Center located at 601 West Third Street. There are currently six full time positions in the facility that utilize five desktop machines and one laptop and docking station. There is also one wireless AP in the facility for public internet access. There are multiple display monitors in the entrance with some providing table television broadcast while others display message systems prepared by staff.

There is one on-site multi-function printer on-site.

The Parks and Recreation Department utilizes CivicRec Parks and Recreation cloud-based management system to facilitate operation of its programs.

Police

The Police Department is located at 9 South Pine Street. There are currently 19 full time positions that utilize 11 on-network desktop machines and 18 off-network laptops used as mobile data terminals by officers. The laptop machines are connected via VPN to the Wake County Sheriff's Department systems as we share a common Records Management System provided by Central Square and a common Computer Aided Dispatch (CAD) System to connect to the Raleigh Wake Emergency Communications Center. All sworn personnel are issued off-network laptops and all sworn personnel at the rank of Sergeant and above have on-network desktop machines. There are an additional two on-network desktop machines which can be used by patrol officers when in the office along with one desktop used by the Administrative Specialist.

There is one on-site multi-function printer on-site which is connected to the network and a second that is connected to a local machine.

There is also one wireless AP in the facility for private internet access and to facilitate in-car camera video download.

The Police Department utilizes in car cameras in its patrol vehicles. Digital Ally is the current vendor. Data is downloaded from these in car camera's, either wirelessly or via card download, and stored on an off-network desktop machine configured with standalone hard drives which serves as the evidence storage vault.

The Police Department utilizes the Captura Interview Recording System to record interviews and interrogations in its facilities. This is maintained on an enterprise-class server/storage platform and is operated via a browser-based design. The vendor is paid an annual support fee to provide maintenance and support for all equipment.

Public Works

The Public Works Department is located at 450 Lake Glad Road and consists of three different buildings. Two of the building house offices, storage and administrative areas while the third is a multi-bay garage.

There are currently 13 full time employees that have varying IT needs. Some users have very limited email and web access needs and are provided Office 365 EOP1 licensing while others require the more robust G3 licensing that is utilized across town work sites. The current identified needs resources on site include six desktop machines and two laptop and docking station combinations.

There is one wireless AP on site which provides for internal staff access.

The facilities are home to 2 multi-function traditional size printers

Web Site/Social Media Presence:

The Town has a hosted website which was designed by a contractor. Content control is currently maintained by each department with adjustments being made as needed.

The Town also has developed a social media presence utilizing Facebook, Instagram, Twitter and LinkedIn along. The Town does utilize Snap Chat for specific event promotion via the use of filters.

Cellular Equipment:

The Town maintains an approximately six Tablet Devices with cellular service used in various departments. Additionally, it maintains two cellular telephones assigned to investigators in the Police Department and approximately 20-25 MiFi devices to provided remote access to police and other personnel that work in mobile environments. All services and equipment are provided through Verizon.

Weather Camera:

The Town operates and maintains a weather camera located in the downtown area. It is an Axis Camera with companion software and is configured to both feed to You Tube and for direct push to, local television stations. This system utilizes the Downtown Wireless system to provide feeds back to a small server located in Town Hall.

Downtown WIFI:

The Town operates a WIFI system configured to provide visitors to the core downtown area and the Community Center internet. The six Access Pints are Merika MR-72s and the backhaul is carried on Ubiquiti M5s. This system is based in the Town Hall

Date: May 13, 2019

Item # 7a

Item Title:

Snap Shot.

Specific Action Requested:

- Information. The Board may take action by directing staff to amend the Project/Punch List and/or Service Priorities.

Item Summary:

Snap Shot will be available in the first monthly meeting agenda packet.

**The Fund Balance and Debt Balance information is retrieved from the Town's audit. The auditor will deliver the audit information to the Board in November and the Fund Balance and Debt Balance posted on the Snap Shot will be updated at that time.*

Attachment:

- Attachment A – Snap Shot

Town Board Snap Shot

Where are we at financially?	Revenues	Expenditures
May 3, 2019	\$6,228,138.09	\$4,981,970.28

As of 4/03/2017, Town's dashboard available at:

<https://broker.edmundsassoc.com/Dashboard/?municipalId=WENDNC>

Fund Balance				
Date	Allocated %	Available %	Allocated \$\$	Available \$\$
Audit report 6/30/2018 and Budget 2019	0.04% (\$245,800/\$6,309,570)	95.57% (\$6,030,012/\$6,309,570)	\$245,800	\$5,784,212

Debt Balance (Ratio)				
Date	Allocated %	Available %	Allocated \$\$	Available \$\$
Audit report 6/30/2018 and Budget 2019	7.24% (\$456,500/\$6,309,570)	88.25% (\$37,016,705/\$41,944,722)	\$456,500 (\$149,500 Powell Bill and \$307,000 General Fund)	\$41,944,722

*Any significant debt policy projection, if applicable

As a Board of Commissioners, we:

- **Strive for efficiency** in the way we handle business. We are hard-working, and attend all meetings.
- Keep the **best interests of the Town** uppermost in our minds.
- Consider all aspects of a situation and make **thorough, deliberate, and well-reasoned decisions**.
- **Explore all viewpoints**. We are open to hearing from others, learning from them and compromising, when needed.
- **Stay cohesive, collaborative, collegial, and connected** to the manager and to each other.
- **Demonstrate respect for all opinions**, especially in public. And we support the decisions of the board. Once decisions are made by the majority, we support that decision.
- Tackle **new and novel ideas** and processes.

Town Board Goals, Priorities & Strategies		
PROJECT / PUNCH-LIST	PROJECTED COSTS	STATUS OF C.I.P.
TRANSPORTATION FUNDS [Fee in lieu]		
Street Fee in Lieu (Berridge; 9/10/18)	\$204,000.00	<i>Pending; collected at time building permit issuance</i>
Sidewalk Fee in Lieu (4/9/18)	\$3,062.00	Prioritize potential sites. Sidewalk Petition Policy approved at the 1/14/2019 meeting.
Comprehensive report w/City of Raleigh for the water & sewer; progress on pro-forma		2-25-2019 – CORPUD staff presented merger options to the Town Board of Commissioners. The information was received, and staff was directed to continue working with CORPUD on the issue.
Review of Town Charter by Town Attorney	\$3,500	At its July 23, 2018 meeting, the Town Board approved the Town Attorney reviewing the Town’s Charter. Staff forwarded comments of Chapter 2 of the Town Code of Ordinances and Suggested Rules of Procedure of the Town Board to the Town Attorney for his review.
Battle Bridge Road Bridge Project	NCDOT Project	August 2016 Town of Wendell requested and received funding for the Battle Bridge Road Bridge Project from the State Legislature. FY 19 the project was under design for let in June 2019. Due to complication of a 24” main running beside the bridge, the let is slated for March 2020 with construction to take 9 months from that date.

Capital Improvement Project (C.I.P.) Priorities –
 Top projects as chosen by the Town Board; Include projected costs; One or two sentences on status of C.I.P; Include a date for every action
 Service Information
 Any options for savings (i.e. technology, equipment)
 Short and to the point!

Items remain on the list until the Town Board takes action.

Date: May 13, 2019

Item # 7b

Item Title:

Update on board committee(s) by Town Board members.

Specific Action Requested:

None

Attachments:

None

Date: May 13, 2019

Item # 8

Item Title:

Commissioners' Reports.

Specific Action Requested:

None

Attachments:

None

Date: May 13, 2019

Item # 9

Item Title:

Mayor's Report.

Specific Action Requested:

None

Attachments:

None

Date: May 13, 2019

Item # 10

Item Title:

Closed Session [NC GS 143-318.11].

Specific Action Requested:

Will be called if necessary for one or more of the following within NC GS 143-318.11(a):

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or

grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

(7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.

(9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(10) To view a recording released pursuant to G.S. 132-1.4A.

Attachments:

None