



**Wendell Town Board of Commissioners  
Board Room  
15 E. Fourth Street, Wendell, NC 27591  
Town Board Meeting Agenda  
Monday, April 22, 2019 @ 7:00 PM**

## **CALL TO ORDER**

- Welcome by Mayor Virginia R. Gray
- Pledge of Allegiance by Tamara Simms student at Wendell Middle 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. Appointment of Megan Howard as Town Clerk and Sherry Scoggins as Deputy Town Clerk.
- 3b. Schedule public hearing for the Town of Wendell FY 2020 budget on Monday, May 13, 2019 at 7 PM.

- 3c. Second reading of a map amendment request to rezone 17 acres located behind Industrial Drive, accessed by Church Street (PIN #1784326835; addressed as 0 Wendell Blvd.) from Manufacturing & Industrial (M&I) to Corridor Mixed Use (CMX). [Public hearing and first vote occurred on 4/8/2019; NC GS 160A-75].
- 3d. Approval of temporary street closure of Third Street between Cypress and Pine Streets for the Saturday, May 11, 2019 Spring Into the Arts Walk.

#### 4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Recognition of Wendell Middle School teacher: Michael Howes  
Speaker: Mayor Virginia Gray
- 4b. Introduction of new Town of Wendell employee: Town Clerk Megan Howard

#### 5. PUBLIC HEARINGS

**QUASI-JUDICIAL [EVIDENTIARY] PUBLIC HEARINGS** - Quasi-judicial hearings are different than regular public hearings in that they resemble a court hearing where testimony is presented. The Town Board refrains from “ex parte communication” about these cases, as they must make a decision based solely on the written and oral evidence actually presented at the hearing itself. This means that the Town Board refrains from receiving any information about these cases outside the hearing, including emails, phone calls, letters, etc. The Town Board also refrains from conducting meetings about these issues outside the hearing. These same prohibitions do not apply to staff. Staff welcomes inquiries from the public about any of these cases.

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##### **Evidentiary (Quasi-Judicial) Hearing Guidelines:**

- Case is announced
  - Town Attorney provides rules of procedure for an evidentiary hearing
    - Disclosure
  - Town Clerk provides oath for persons wishing to present testimony
  - Staff presentation
  - Applicant presentation
  - Opposition presentation
  - Applicant rebuttal
  - Opposition rebuttal
  - Staff closing comments
  - Board inquiry
  - Board called into deliberation
  - Board discussion of the findings of fact:
    - Approve
    - Approve with conditions
    - Deny (must include reason)
- 

- 5a. **EVIDENTIARY HEARING** continued from the April 8, 2019, meeting for a special use request to construct an 84-unit apartment complex on 17 acres located behind Industrial Drive, accessed by Church Street (PIN #1784326835;

addressed as 0 Wendell Blvd.) [contingent upon approval of Item 3c].  
Speaker: Planning Director David Bergmark

## **6. ADMINISTRATIVE ITEMS**

- 6a. Façade Grant request for 1 North Main Street.  
Speaker: Planning Director David Bergmark
- 6b. Update on Citizen Advisory Boards.  
Speaker: Special Assistant to the Manager Scoggins
- 6c. Discussion and decision for the lease of the property located at 122 W Second Street as a museum by the Wendell Historical Society.  
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. Update on board committee(s) by Town board members:
  -  Capital Area Metropolitan Planning Organization [CAMPO] – Mayor Gray
  -  East Wake Senior Center Auxiliary – Commissioner Myrick

## **8. COMMISSIONERS' REPORTS / COMMENTS**

## **9. MAYOR'S REPORTS / COMMENTS**

## **10. CLOSED SESSION**

*Closed session will be called if necessary.*

## **11. ADJOURN**

**Item Title:**

Appointment of Megan Howard as Town Clerk and Sherry Scoggins as Deputy Town Clerk.

**Specific Action Requested:**

Approval.

**Item Summary**

Friday, April 12, 2019, was Megan's first day with the Town of Wendell as its Town Clerk. In accordance with the North Carolina General Statutes, Megan took the oath of office as Town Clerk. In turn, Megan provided the oath of office to Sherry to serve as the Town's Deputy Town Clerk.

**Attachments:**

N/A.

**Item Title:**

Schedule public hearing for the Town of Wendell FY 2020 budget on Monday, May 13, 2019 at 7 PM.

**Specific Action Requested:**

Approval.

**Item Summary**

The Wendell Town Board of Commissioners will hold a public hearing on the FY 2020 on:

Monday, May 13, 2019 at 7 PM  
Wendell Town Hall, 15 E Fourth Street

The purpose of the public hearing is to hear from you – our citizens! A copy of the proposed budget will be available to view beginning Tuesday, April 30<sup>th</sup> at Town Hall and at the Wendell Community Library.

**Attachments:**

**Public Hearing for  
the  
Town of Wendell  
FY 2020 Budget**

On Monday, May 13, 2019 at 7 PM at the Wendell Town Hall, 15 E Fourth Street, the Wendell Town Board of Commissioners has scheduled a public hearing to hear from you – our citizens - on the proposed fiscal year 2020 budget.

A fiscal year runs July 1 to June 30.

A copy of the proposed budget is available to view at Town Hall and at the Wendell Community Library.

This is an open meeting and your input is welcomed!

SMALL TOWN. BIG CHARM.



**Item Title:**

Zoning Map Amendment request to rezone 17 acres located at 0 Wendell Blvd. (PIN # 1784326835; behind Industrial Drive) from MI to CMX.

**Report to the Board of Commissioners:**

- Monday, April 22, 2019
- Monday, April 8, 2019

**Report to the Planning Board:**

- Monday, March 18, 2019

**Specific Action Requested:**

- That the Town Board take action on a map amendment request.
  - Action could consist of adopting the attached ordinance for adoption, which includes a statement of reasonableness and plan consistency.

**Petition:**

This rezoning petition was presented to the Board of Commissioners at the April 8<sup>th</sup> meeting. It received a simple majority vote for approval, which necessitated a second reading and vote. A simple majority vote is sufficient to approve the request at the second reading.

The applicant has requested a change in zoning classification for 17 acres of property located at 0 Wendell Blvd. The request area is located within the extraterritorial jurisdiction (ETJ) of the Town of Wendell and is zoned MI (Manufacturing & Industrial). The applicant has submitted a map amendment petition to request that this property be given the zoning designation of CMX (Corridor Mixed-Use) in order to allow for a potential two-story, 84 unit apartment complex.

**Project Profile:**

PROPERTY LOCATION:	0 Wendell Blvd.
WAKE COUNTY PIN:	1784326835
ZONING DISTRICT:	Proposed CMX/ Current MI
PROPERTY OWNER:	Wendell/Larue, LLC
APPLICANT:	James A. Harrell, III
PROPERTY SIZE:	17 acres
CURRENT LAND USE:	Vacant
DESIRED LAND USE:	Multi-Family Residential



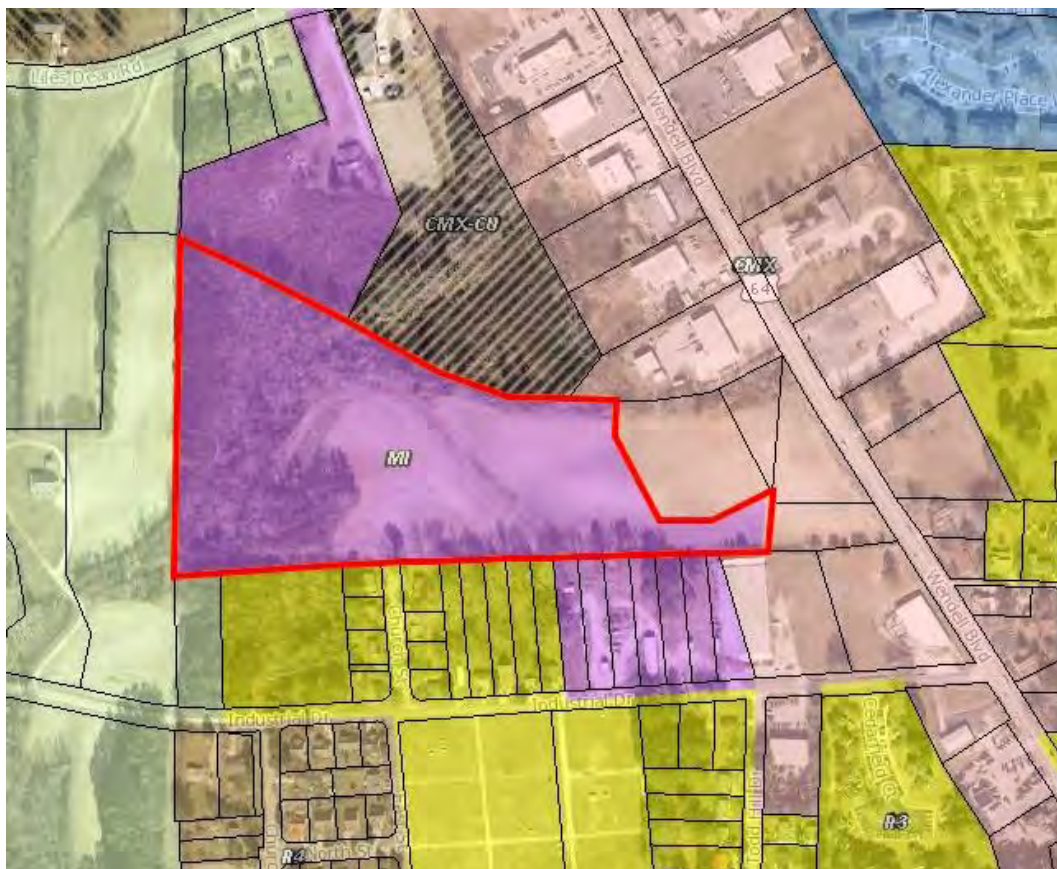
### **Zoning District:**

The property included within this request is currently zoned MI (Manufacturing & Industrial). The MI district is coded to permit the development and operation of light or heavy industrial or flex-space buildings and uses that are typically too large in scale to fit within a neighborhood environment and that should be buffered from surrounding neighborhood uses. It is intended to accommodate the most intense uses in the Town's code, which could include uses like dry cleaning plants, heavy manufacturing, and welding shops.

The applicant has indicated a desire to rezone the property to CMX (Corridor Mixed-Use), with the intent of permitting a proposed two-story, 84 unit apartment complex. The CMX District was designed to provide pedestrian-scaled higher density residential and neighborhood-serving commercial activities along existing mixed use corridors.

However, the Board should keep in mind that the developer would have the right to pursue any of the uses allowed in the CMX zoning district (beyond multi-family). Many of the adjacent properties along Wendell Boulevard are currently zoned CMX. This property is also adjacent to existing residential properties along Industrial Drive. A copy of those uses allowed in the CMX & M&I zoning district is included as Attachment A.

### **Current Zoning Map & Surrounding Land Uses:**



Subject Property Outlined in Red

### **Public Utilities:**

Gravity sewer lines and manholes currently exist on the property and water lines are located adjacent to the site.

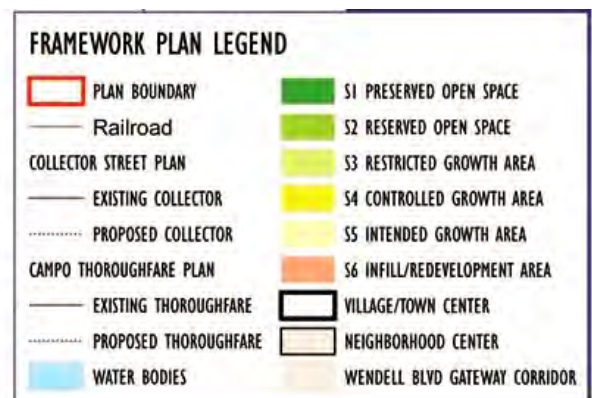
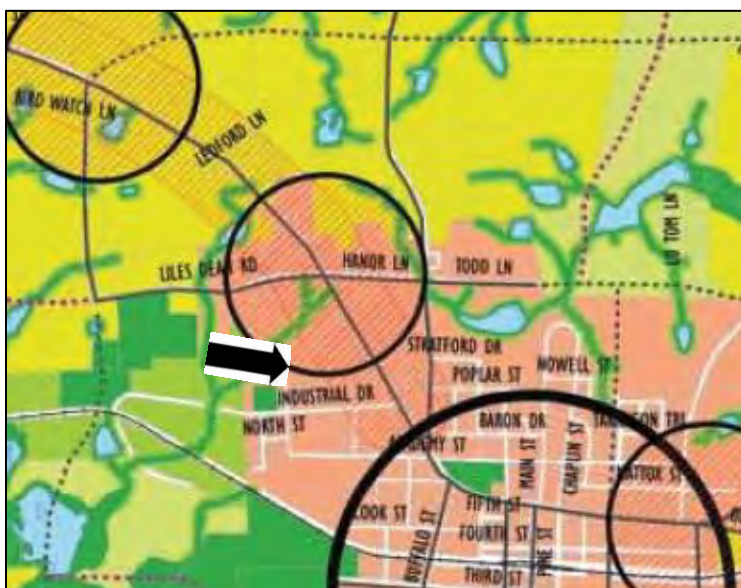
### **Comprehensive Plan:**

The Wendell Comprehensive Plan defines this section as S6 “Infill/Redevelopment Area”.

The Comprehensive Plan describes the S-6 Infill/Redevelopment Sector in the following manner: “Existing urban/suburban development with a fairly dense street grid are classified as S-6. This includes most of the built-out areas of Wendell around the historic downtown core. These areas are already urbanized and well served with infrastructure (roads, utilities, etc.) and access to services and amenities. Because these areas are already well provided for in terms of urban services, they are the most efficient and most attractive areas for redevelopment of underutilized sites or infill of vacant parcels.

The Comprehensive Plan identifies the community types and land uses appropriate for this sector as:

- Neighborhoods
- Downtowns
- Single family and Multi-family residential
- Commercial uses (retail and office)
- Civic uses (parks, schools, religious and government uses)
- Light industrial uses





### **Statement of Plan Consistency and Reasonableness**

- Any recommended change to the zoning map should be accompanied by a statement explaining how the change is consistent with the comprehensive plan, and is reasonable in nature.
  - At their March meeting, the Planning Board found the requested zoning map amendment to be consistent with the recommended uses outlined in the Wendell Comprehensive Land Use Plan for the S-6 Sector and to be reasonable in order to provide greater protection to existing, adjacent single family uses from those more intense uses allowed in the M&I zoning district.

### **Staff Recommendation:**

Staff recommends approval of the rezoning request.

### **Attachments:**

- A. Table of Uses (CMX & M&I zoning districts)
- B. Ordinance for Adoption

Town of Wendell, NC  
Manufacturing & Industrial (M&I) Zoning District  
Land Use Chart

PERMITTED USES	PERMITTED WITH ADDITIONAL STANDARDS	SPECIAL USES (Requires Board Approval)
Agriculture ATM Business Support Services Cultural or Community Facility Equipment Rental General Retail - 10,000 sf or less Government Services Laundry, dry cleaning plant Manufacturing, Heavy Manufacturing, Light Manufacturing, Neighborhood Media Production Meeting Facilities Metal products fabrication, machine or welding shop Personal Services Post Office Professional Services Public Safety Station Recreation Facilities, Indoor Recreation Facilities, Outdoor Research and Development Restaurant Schools - Vocational/Technical Storage - Outdoor as a primary use Storage - Warehouse, indoor storage Studio - Art, Music Studio - Dance, Martial Arts Wholesale Distribution	Adult Entertainment Animal Services Cemetery Child/Adult Day Care Center (more than 8 persons) Heavy Equipment/RV/Farm Equipment/Mobile Home Sales Mini-Warehouses Outdoor Kennels/Equine Facilities Transit Station - Passenger Utilities - Class 1 Utilities - Class 2 Utilities - Class 3 Vehicle Sales Vehicle Services - Major Repair/Body Work Vehicle Services - Minor Maintenance/Repair Wireless Telecommunication Facility - Stealth Wireless Telecommunication Facility - Tower	Airport Colleges/Universities Religious Institutions

Town of Wendell, NC  
Corridor Mixed Use (CMX) Zoning District Land Use Chart

PERMITTED USES	PERMITTED WITH ADDITIONAL STANDARDS	SPECIAL USES (Requires Board Approval)
ATM	Alcoholic Beverage Sales Store	Bar/Tavern/Night Club
Auto Parts Sales	Amusements, Indoor	Billiard/Pool Hall
Banks, Credit Unions, Financial Services	Amusements, Outdoor	Colleges/Universities
Bed and Breakfast Inns	Animal Services	Dwelling - Multifamily
Business Support Services	Car Wash - Stand Alone, Self Service	Event Venue, Outdoor
Community Service Organization	Cemetery	Hospital
Cultural or Community Facility	Child/Adult Day Care Center (more than 8 persons)	Religious Institutions
Dwelling-Single Family	Child/Adult Day Care Home (8 or less persons)	Research and Development
Equipment Rental	Drive Thru Service	Residential Treatment Facility
Funeral Homes	Drive-Thru Retail/Restaurant	Shooting Range, Indoor
General Retail - 10,000 sf or less	Dwelling-Secondary	Theater, Live Performance, Outdoor
General Retail - 10,001 - 50,000 sf	Family Care Home (6 or fewer residents)	Wireless Telecommunication Facility - Stealth
Government Services	Gas Station	Wireless Telecommunication Facility - Tower
Home Occupation	General Retail - Greater than 50,000	
Hotels/Motels/Inns	Group Care Facility (More than 6 residents)	
Housing Services for the Elderly	Live-Work Units	
Laundry Services	Manufacturing, Light	
Media Production	Manufacturing, Neighborhood	
Medical Services - Clinic, Urgent Care Center	Micro-Distillery/Micro-Brewery/ Micro-Winery	
Medical Services - Doctor Office	Mini-Warehouses	
Meeting Facility/Indoor Event Venue	Parking Structure - Primary Use	
Metal products fabrication, machine or welding shop	Rooming or Boarding House	
Personal Services	Storage - Warehouse, Indoor Storage	
Post Office	Transit Station - Passenger	
Professional Services	Utilities - Class 1	
Public Safety Station	Utilities - Class 2	
Recreation Facilities, Indoor	Vehicle Sales	
Recreation Facilities, Outdoor	Vehicle Services -	
Restaurant	Major Repair/Body Work	
Schools - Elementary & Secondary	Vehicle Services -	
Schools - Vocational/Technical	Minor Maintenance/Repair	
Shopping Center - Community Center		
Shopping Center - Neighborhood Center		
Studio - Art, Music		
Studio - Dance, Martial Arts		
Theater, Live Performance, Indoor		
Theater, Movie		



**TOWN OF WENDELL**

**NORTH CAROLINA**

**O-4-2019**

**AN ORDINANCE AMENDING THE ZONING MAP  
OF THE TOWN OF WENDELL**

WHEREAS a petition has been filed with the Board of Commissioners of the Town of Wendell requesting an amendment to the Zoning Map of the Town of Wendell to include in the Corridor Mixed-Use (CMX) zoning district the property described below, said property formerly being zoned Manufacturing and Industrial (MI); and

WHEREAS said property is owned by Wendell/Larue, LLC.; and

WHEREAS the Planning Board of the Town of Wendell reviewed the proposed change(s) and made a recommendation thereupon; and

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in the Zebulon Times, a local newspaper, as required by Section 38-717 of the Wendell Code of Ordinances and by Section 160A-364 of the General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 38-717 of the Wendell Code of Ordinances and by Section 160A-384 of the General Statutes; and

WHEREAS, the Wendell Board of Commissioners reserves and exercised the right to change the existing zoning classification of the area in question or any part or parts thereof to a more restrictive general zoning classification without the necessity of withdrawal or modification of the petition.

WHEREAS the said public hearing was actually conducted at 7:00 p.m. on April 8, 2019 in the board room at Wendell Town Hall and wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments:

THEREFORE, after duly considering the matter, THE TOWN OF WENDELL DOES HEREBY ORDAIN;

SECTION 1. That the Zoning Map of the Town of Wendell is hereby amended to include in the Corridor Mixed-Use (CMX) zoning district 17 acres located behind Industrial Drive, accessed by Church Street (PIN #1784326835; addressed as 0 Wendell Blvd.).

SECTION 2. The requested zoning map amendment for the parcel within the rezoning area identified as ZM19-02 from MI to CMX is found to be reasonable and consistent with the recommended uses and development types outlined in the Wendell Comprehensive Land Use Plan for the S6 sector.

SECTION 3. That if any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED the 22nd Day of April, 2019

(Town Seal)

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Virginia R. Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

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Sherry L. Scoggins, Town Clerk

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James P. Cauley III, Town Attorney

**Item Title:**

Approval of temporary street closure of Third Street between Cypress and Pine Street for the Saturday, May 11, 2019 Spring Into the Arts Walk.

**Specific Action Requested:**

Approval.

**Item Summary**

On April 8, 2019, staff presented the venue change for the upcoming Spring Into the Arts Walk and street closures. Third Street was mentioned as a family and kid zone.

For clarity of the requested temporary street closures for the Spring Into the Arts Walk, staff is asking the Board of Commissioners for approval of the inclusion of Third Street between Cypress and Pine Streets for the Saturday, May 11, 2019 Spring Into the Arts Walk. This is in addition to those temporary closures approved for N. Main Street.

**Attachments:**





**Item Title:**

Recognition of Wendell Middle School teacher: Michael Howes.

**Specific Action Requested:**

Recognition.

**Item Summary**

Teacher, Michael Howes . Written by Robert Morrison

Mr. Howes has a Bachelor's of Science Degree in Physical Education and Health from James Madison University. After graduation he had a tryout with the New York Jets. He began his career teaching elementary school in Orange, Virginia. There were a couple of stops along the way including a tryout with the Washington Redskins. He moved to our area to be on the staff to open Wendell Middle School. At Wendell Middle Coach Howes has been a jack of all trades. He has been our Athletic Director on two separate occasions and has coached almost every sport we offer. This winter he started an intramural soccer program, this was a huge success as he regularly had over 25 students stay after school to play soccer in some very cold weather.

Coach Howes is our morning greeter at the bus loop. Every student gets a handshake and a "good morning" as they depart their bus. Coach Howes takes a great interest in our students and is a preacher of quality character and models all we want our students to be. His constant message to our students is to do the right thing. No one is a stranger to Coach Howes. He makes everyone around him better.

As Coach Howes enters retirement in June our community will surely miss him. He has spent his entire career working to make the lives of children better. His constant smile and outgoing character also makes our staff better. If you are between the ages of 11 and 25 in our area there is a good chance you know Coach Howes. He has made our community better. He plans to continue as a soccer referee and spending more time with his grandchildren as he transitions to the retirement life. When asking Mrs. Howes about her husband's retirement she responded, "I hope his retirement does not become my full time job!". We wish him a long and enjoyable retirement, he has earned it!

**Attachments:**

None

**Item Title:**

Introduction of Town Clerk Megan Howard

**Report to the Board of Commissioners:**

Monday, April 22, 2019

**Specific Action Requested:**

- Introduction of Town Clerk Megan Howard

**Item Summary:**

Megan Howard joined the Town of Wendell on Friday, April 12.

Megan is a graduate of UNC Chapel Hill with a degree in communications. Prior to joining the Town, Megan was a PR & Marketing Assistant with the Asheville Convention and Visitors Bureau. She also has experience with INDY Week as a News Reporter.

Megan has hit the ground running! She is working on the Citizen Advisory Board Recruitment. She also has an eye for photography and we are looking forward to new photos for our Town's website and social media sites.

**Item Title:**

Evidentiary Hearing on a Special Use request by James A. Harrell, III on behalf of Wendell/Larue, LLC for a two-story, 84 unit apartment complex at 0 Wendell Blvd (PIN #1784326835; behind Industrial Drive).

**Report to the Board of Commissioners:**

- Monday, April 22, 2019
- Monday, April 8, 2019

**Specific Action Requested:**

- The Board of Commissioners is asked to hold a public hearing and consider taking action on a Special Use Permit request for property described herein.

**Item Summary:**

This item was tabled during the April 8<sup>th</sup> Board of Commissioners meeting as the rezoning of the same parcel was not yet approved, due to a simple majority vote requiring a second vote.

James A. Harrell, III, on behalf of Wendell/Larue, LLC, has requested a Special Use Permit for a two-story, 84 unit apartment complex at 0 Wendell Blvd (Behind Industrial Drive).

The proposed special use request would allow for the development of a multi-family apartment complex on a portion of a 17 acre tract, located at 0 Wendell Blvd. The applicant is pursuing tax credits for this multi-family project and is seeking to obtain the necessary entitlements to apply through the tax credit program.

Town standards normally require that a preliminary plan which has been reviewed by the Technical Review Committee (TRC) accompany the Special Use Permit request. Due to timing constraints to meet the Tax Credit application period, the applicant is requesting a variance to allow SUP action prior to TRC review and has suggested specific development standards which a SUP approval would establish as conditions. Those conditions are listed within the 'Applicant's Justification' section on the following page.

All other aspects of the site plan would be subject to TRC review and approval following the SUP approval, if approved.

**Applicant's Justification:**

The applicant's justification and SUP responses are included within Attachment C.

The applicant has asked for 1 variance, as follows:

*Variance Requested:* Due to timing constraints, we are asking for a variance to allow SUP approval in advance of a full preliminary plan being reviewed by the TRC. As such, we understand and agree to the stipulation that the SUP approval would only approve the proposed use (multi-family apartments), intensity (in terms of # of units), building height (2 story), and proposed exterior building setbacks (25-35 feet). All other aspects of Site Plan approval will occur and be contingent upon the Town's typical development review procedures (preliminary plan and construction documents to be reviewed by the Technical Review Committee for conformance with Town standards).

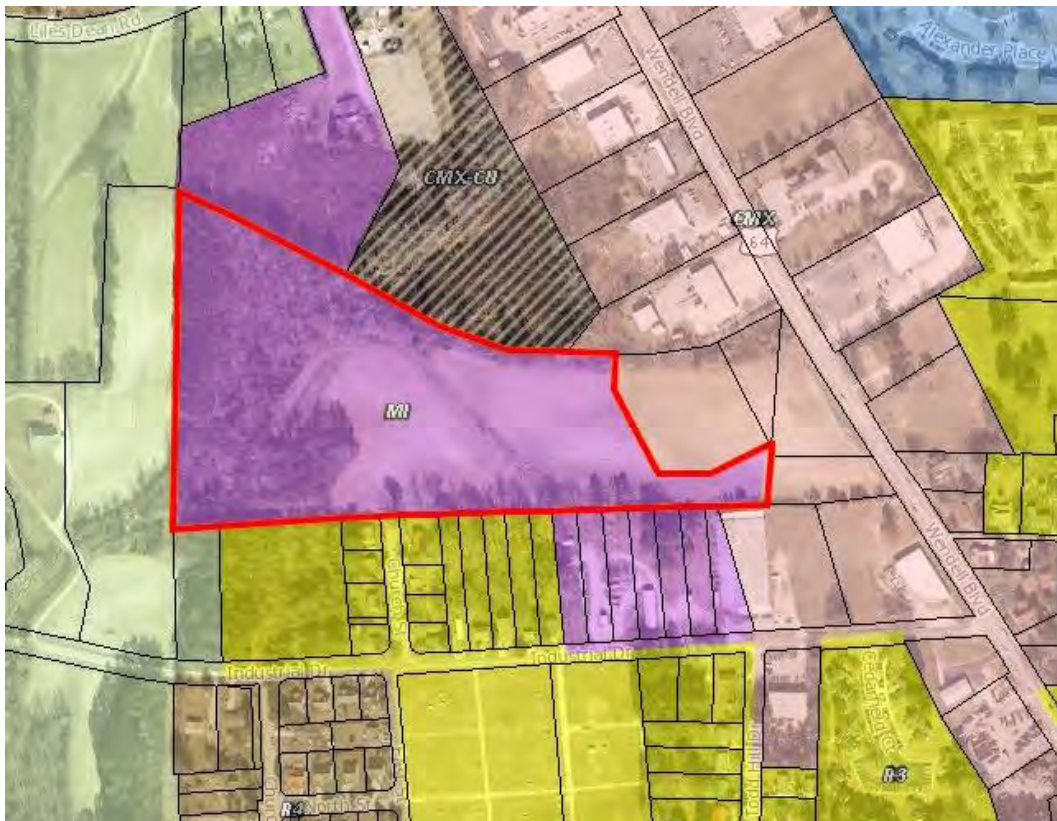
**Project Profile:**

PROPERTY LOCATION:	0 Wendell Blvd. (Behind Industrial Drive)
WAKE COUNTY PIN:	1784 32 6835
ZONING DISTRICT:	MI currently; Proposed CMX
PROPERTY SIZE:	17 ac.
CURRENT LAND USE:	Vacant
PROPOSED LAND USE:	Multi-family

PROPERTY OWNER:	Wendell/Larue, LLC 9101 Glenwood Avenue Raleigh, NC 27617-7507
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APPLICANT:	James A. Harrell, III 2600 Fairview Road, Suite 200 Raleigh, NC 27608
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**Existing Zoning Map:**



**Zoning District:**

This site is located in a Manufacturing and Industrial (MI) Zoning District. A rezoning request to change the zoning district to Corridor Mixed-Use (CMX) has been submitted as well.

**Off Street Parking:**

The parking requirement for residential use is 1 spaces per bedroom, up to 2 per unit. Using this standard, the proposed 84 unit apartment complex will require 154 parking spaces. The applicant's concept map shows 170 new parking spaces. However, parking design is not being approved as part of this Special Use Permit. The applicant will be required to meet all Wendell Parking Standards at the time of preliminary plat approval.

**Public Utilities:**

Gravity sewer lines and manholes currently exist on the property and water lines are located adjacent to the site.

**Buffering:**

The applicant has proposed a 35 foot setback along the south property boundary and 25 foot setback along the west, north and east property boundaries. The south and west property boundaries abut residential uses and would require a Type B Buffer Yard. The applicant plans to use existing vegetation along the majority of the western property boundary to act as a buffer. Existing or newly planted landscaping that meets Type B Buffer Yard, as outlined in Chapter 8 of the UDO, will be required along the remainder of the western and southern boundaries that abut residential uses.

**Stormwater Management:**

The proposed site changes will require review by Wake County for conformity with the Town's stormwater regulations. While the concept plan does show a stormwater device, the final stormwater plan could vary from what is shown based on review of the Construction Drawings.

**Staff Comments:**

- This property is located within the area designated as the S-6 Section in the Towns' Comprehensive Plan, which is identified as the most efficient and most attract area for redevelopment of underutilized sites or infill of vacant parcels. Thus, a dense residential development, due to its proximity to the downtown and existing services, would align with the goals of the Comprehensive Plan.

- Staff does have some concerns regarding traffic and access for this site. Currently this parcel is only accessed by the northern extension of Church St (incorrectly labeled 'East street' on the applicant concept plan). The UDO would require one additional stub street, but that street stub would not have to connect to an existing street at the time of development. Furthermore, this project would not meet the minimum threshold (150 peak hour trips) to automatically require a Transportation Impact Assessment (TIA) per the UDO.

**Attachments:**

- A. Section 15.15B2 - When conditional or special uses may be granted.
- B. Type B Buffer requirements
- C. Application – SU19-02 (with the applicant's responses to SUP questions)
- D. Concept Plan



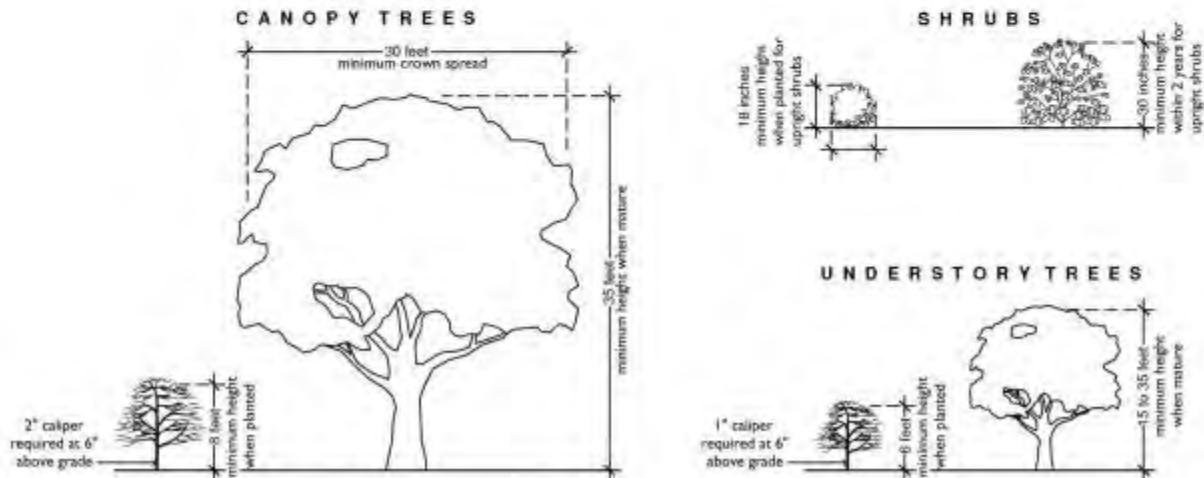
**B. General Requirements:**

- 1.** Only those uses enumerated as Special Uses in a zoning district shall be authorized by the Board of Commissioners.
- 2.** The evaluation and approval of the Special Use Permit shall be governed by quasi-judicial proceedings, which are based upon the sworn testimony and evidence presented at the hearing relevant to the following standards:
  - a.** That the proposed use does not affect adversely the general plans for the physical development of the town as embodied in this Ordinance and in any plan or portion thereof adopted by the Board of Commissioners;
  - b.** The proposed use will not be contrary to the purposes stated for these regulations;
  - c.** The proposed use will not adversely affect the health and safety of residents and workers in the town;
  - d.** The proposed use will not be detrimental to the use of development of adjacent properties or other neighborhood uses;
  - e.** The proposed use will not be affected adversely by the existing uses;
  - f.** The proposed use will be placed on a lot of sufficient size to satisfy the space requirements of the use;
  - g.** The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, vehicular movement, noise, or fume generation or type of physical activity;
  - h.** The standards set forth for each particular use for which a permit may be granted have been met;
  - i.** The Board may impose or require such additional restrictions and conditions as may be necessary to protect the health and safety of works and residents in the community, and to protect the value and use of property in the general neighborhood;
  - j.** The proposed use shall be subject to the minimum area, setback, and other location requirements of the zoning district in which it will be located; and
  - k.** The proposed use shall be subject to the off-street parking and service requirements of these regulations.
  - l.** Wherever the Board shall find, in the case of any permit granted pursuant to the provisions of this chapter, that any of the terms, conditions, or restrictions, on which such permit was granted are not being complied, the Board shall rescind and revoke the permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

2. Type B Buffer Yard	
<b>a. Description</b>	A Type B buffer is medium density screen which is intended to create a visual separation between uses and zoning districts.
<b>b. Minimum Width</b>	20 feet
<b>c. Minimum Plantings</b>	<b>Trees:</b> 1 tree every 25 feet <b>Shrubs:</b> 1 shrub every 6 feet

**A. Plant Material Classifications and Standards:**

1. **Canopy (Large Shade) Trees:** Canopy trees must be a locally adapted species with an expected mature height of 35 feet or greater and an expected mature crown spread of 30 feet or greater. Canopy trees, existing or planted, must be a minimum of 8 feet high, and have a minimum caliper of 2 inches measured 6 inches above grade. Multi-stemmed trees shall have at least 3 stalks and be at least 8 feet in height.
2. **Understory (Small) Trees:** Understory trees must be a minimum of 6 feet high and 1-inch in caliper, measured 6 inches above grade when planted. When mature, understory trees should have an expected height of 15 to 35 feet.
3. **Shrubs:** All shrubs shall be a minimum of 1½ feet in height when planted. All shrubs shall reach a height of 36 inches and a minimum spread of 30 inches within two years of planting.
4. **Groundcover:** All required groundcover type plants must be a minimum of 1-1/2 to 2-1/2 inch pots with a 4 inch minimum length. Groundcover must be planted with on-center spacing equivalent to the average mature spread for each particular species.





## TOWN OF WENDELL SPECIAL USE PERMIT APPLICATION

Date of Application: 2-11-19 Application Number: 5019-02  
 Location of Property: CHURCH STREET, WENDELL, NC 27591 PIN # 1784326835  
 Current Zoning District: MI Wake Co. PIN: 1784326835

Applicant's Name: JAMES A. HARRELL, III  
 Applicant's Mailing Address: 2600 FAIRVIEW ROAD, SUITE 200  
 City/State/ZIP: RALEIGH, NC 27608  
 Phone: 919-771-6605 Email: jim@bodeharrell.com

Property Owner's Name: WENDELL/LARVE, LLC  
 Property Owner's Address: 9101 GLENWOOD AVENUE  
 City/State/ZIP: RALEIGH, NC 27617-7507  
 Phone: 919-571-5074 Email: dhudson@anderson-auto.net

Type of Special Use/Reason for Special Use (cite the code section to which this Special Use applies):

DISTRICT PROVISIONS 2 C. USE METRICES DWELLING - MULTIFAMILY  
CMX DISTRICT REQUIRES SPECIAL USE PERMIT

Intended use of property, building or structure as a Special Use (describe below):

TO DEVELOP A MULTIFAMILY COMMUNITY

Is this a modification of a previously-issued SUP? ☐ Yes ☒ No

Other information: REZONING REQUEST TO CMX



The following information MUST be included before the application will be accepted and processed:

- ☒ Attachment A – A list of adjacent property owners (including across public right-of-ways) and their mailing and physical addresses.
- ☒ Attachment B – write up with the following questions numbered, listed, and answered:
  1. Are there any variances being requested? If so, list each one.
  2. Will utilities, fire, police, and other necessary public and private facilities and services be adequate to handle the proposed use? Please explain how they will or will not be adequate.
  3. How will the proposed use affect the health and safety of the residents and workers of Wendell?
  4. Will the proposed use affect the use or development of adjacent properties or other uses?
  5. Will the proposed use constitute a nuisance or hazard because of the number of persons who will attend or use the facility, vehicular movement, noise, or fume generation or type of activity? Explain.
  6. What are the hours of operation?
  7. How many work shifts will there be?
  8. How many employees will work per shift? 2 Full-time \_\_\_\_\_ Part-time

The undersigned property owner hereby authorizes the filing of this application and any subsequent revisions thereto. The filing of this application authorizes the Town of Wendell staff to enter upon the site to conduct relevant site inspections as deemed necessary to process the application.

WENDELL/LARUE, LLC BY: NOWELL FARM VENTURES, LLC, ITS MANAGER

Signature: [Signature] Date: 2/13/19

BY: MICHAEL ANDERSON, MANAGER

As the applicant, I agree that this permit, if granted, is issued on the presentation made herein and that this permit may be revoked in the event of any breach of representation or non-compliance of conditions of the permit. It is further understood that if the Special Use as requested herein is not started within twelve (12) months from the date of issuance, that the permit shall become invalid. Fees are nonrefundable. The applicant is responsible for presenting their case to the town.

Signature: [Signature] Date: 2-11-19

OFFICE USE ONLY

Fee Paid: \$550 Check # 2063 Recvd By: DB Date: 2-12-19

BOARD OF COMMISSIONERS Date of Public Hearing: \_\_\_\_\_ Date Sign Erected: \_\_\_\_\_

Dates Public Hearing Advertised (#1) \_\_\_\_\_ in \_\_\_\_\_ (#2) \_\_\_\_\_ in \_\_\_\_\_

Town Board Recommendation ☐ Approval ☐ Denial

Conditions \_\_\_\_\_

Town Clerk Signature \_\_\_\_\_ Date \_\_\_\_\_

Mayor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachment B**

1. Due to timing constraints, we are asking for a variance to allow SUP approval in advance of a full preliminary plan being reviewed by the TRC. As such, we understand and agree to the stipulation that the SUP approval would only approve the proposed use (multi-family apartments), intensity (in terms of # of units), building height (2 story), and proposed exterior building setbacks (25-35 feet). All other aspects of Site Plan approval will occur and be contingent upon the Town's typical development review procedures (preliminary plan and construction documents to be reviewed by the Technical Review Committee for conformance with Town standards).
2. Water and sewer availability and capacity have been verified with the city which will service the property and provide adequate fire protection flow. There will be fire protection and fire sprinkler system onsite and the fire department is adjacent to the proposed site. Police will have adequate access to easily monitor the property with proper lighting throughout. The full time manager will develop a strong relationship with local law enforcement and town officials to ensure the safety of the community and residents.
3. The proposed community will not negatively affect the health and or safety of anyone in Wendell. The community will provide additional safe and healthy living options that will benefit the citizens of Wendell.
4. The proposed use will positively affect the development potential of surrounding properties for additional quality housing, commercial development and or park opportunities.
5. The proposed use will not be a nuisance and or hazard to anyone in Wendell. The new development will be an asset to the town and community.
6. The community will have a full time manager and maintenance employee that will be onsite 40 hours a week 8am-5pm with 24 hour emergency call availability.
7. Work shifts are 40 hours a week Monday-Friday 8am-5pm.
8. 2 full time employees.



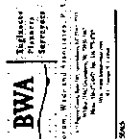
Property Description Wendell Place Apartments

ALL that certain piece, parcel or tract of land lying and being in the City of Wendell, Marks Creek Township, Wake County, North Carolina, and being more particularly described as follows:

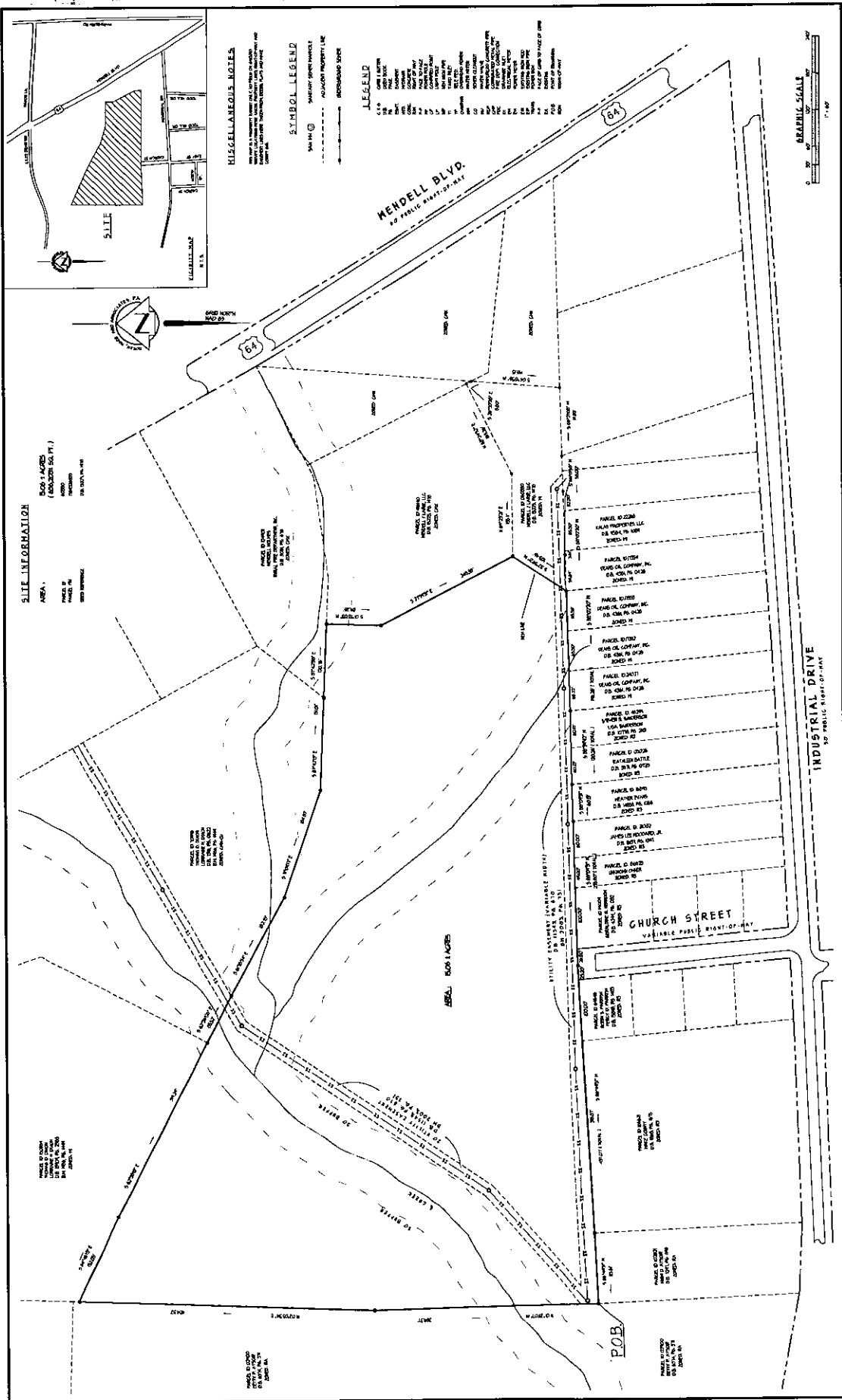
BEGINNING at a point in the northwest corner of Hugh D. Ayscue, either now or formerly, as described in instrument recorded in Deed Book 7297, Page 896, in the Wake County Registry, and having parcel no. 102821 ("The Hugh Ayscue Property"), said point also being in the eastern line of Betty P. Ayscue, either now or formerly, as described in instrument recorded in Deed Book 6374, Page 571, in the Wake County Registry, and having parcel no. 02900 ("The Betty P. Ayscue Property"); and running thence from the **Point of Beginning**, along the eastern line of The Betty P. Ayscue Property, the following two (2) courses and distances: (i) North 01 deg. 25 min. 07 sec. West 369.37 feet to a point; (ii) North 02 deg. 05 min. 34 sec. East 484.52 feet to a point in the southwest corner of Thomas D. Dixon and Lorraine H. Dixon, either now or formerly, as described in instrument recorded in Deed Book 13909, Page 2383, in the Wake County Registry, and having parcel no. 150854 ("The Dixon Property, Parcel no. 150854"); thence with the southern line of The Dixon Property, Parcel no. 150854 the following two (2) courses and distances: (i) South 64 deg. 46 min. 13 sec. East 152.05 feet to a point; (ii) South 62 deg. 33 min. 13 sec. East 319.24 feet to a point in the southwest corner of Thomas D. Dixon and Lorraine H. Dixon, either now or formerly, as described in instrument recorded in Deed Book 7316, Page 622, in the Wake County Registry, and having parcel no. 70996 ("The Dixon Property, Parcel no. 70996"); thence with the southern line of The Dixon Property, Parcel no. 70996 the following four (4) courses and distances: (i) South 62 deg. 36 min. 06 sec. East 85.52 feet to a point; (ii) South 61 deg. 18 min. 34 sec. East 182.75 feet to a point; (iii) South 71 deg. 09 min. 17 sec. East 184.87 feet to a point; (iv) South 87 deg. 42 min. 13 sec. East 151.01 feet to a point in the southwest corner of Wendell Holmes Rural Fire Department, Inc., either now or formerly, as described in instrument recorded in Deed Book 3081, Page 678, in the Wake County Registry, and having parcel no. 124901 ("The Wendell Holmes Property"); thence with the southern line of The Wendell Holmes Property, South 87 deg. 42 min. 38 sec. East 120.76 feet to a point in the northwest corner of Wendell / Larue, LLC, either now or formerly, as described in instrument recorded in Deed Book 15225, Page 1478, in the Wake County Registry, and having parcel no. 416140 ("The Wendell/ Larue Property, Parcel no. 416140"); thence with the western line of The Wendell / Larue Property, Parcel no. 416140 the following two (2) courses and distances: (i) South 01 deg. 55 min. 03 sec. West 89.28 feet to a point; (ii) South 27 deg. 19 min. 51 sec. East 243.38 feet to a point; thence in a new line in the property of Wendell / Larue, LLC, either now or formerly, as described in instrument recorded in Deed Book 15225, Page 1478, in the Wake County Registry, and having parcel no. 60380 ("The Wendell/ Larue Property, Parcel no. 60380"), South 32 deg. 39 min. 21 sec. East 105.46 feet to a point in the northeast corner of Deans Oil Company, Inc., either now or formerly, as described in instrument recorded in Deed Book 4361, Page 428, in the Wake County Registry, and having parcel no. 17353 ("The Deans Oil Company Property"); thence with the northern line of The Deans Oil Company Property, Parcels 17353, 17352 and 24027, South 88

deg. 02 min. 20 sec. West a total distance of 196.28 feet to a point in the northeast corner of Steven S. Sanderson and Lisa Sanderson, either now or formerly, as described in instrument recorded in Deed Book 10778, Page 2113, in the Wake County Registry, and having parcel no. 48299 ("The Sanderson Property"); thence with the northern line of The Sanderson Property South 88 deg. 39 min. 42 sec. West 60.13 feet to a point in the northeast corner of Kathleen Battle, either now or formerly, as described in instrument recorded in Deed Book 3871, Page 721, in the Wake County Registry, and having parcel no. 5026 ("The Battle Property"); thence with the northern line of The Battle Property South 88 deg. 39 min. 42 sec. West 60.13 feet to a point in the northeast corner of Heather Evans, either now or formerly, as described in instrument recorded in Deed Book 14858, Page 1266, in the Wake County Registry, and having parcel no. 16895 ("The Evans Property"); thence with the northern line of The Evans Property South 88 deg. 09 min. 31 sec. West 60.13 feet to a point in the northeast corner of James Lee Woodward, Jr., either now or formerly, as described in instrument recorded in Deed Book 16137, Page 1397, in the Wake County Registry, and having parcel no. 21032 ("The Woodward Property"); thence with the northern line of The Woodward Property South 88 deg. 09 min. 31 sec. West 60.00 feet to a point in the northeast corner of a unknown property owner, Parcel no. 186632; thence with the northern line of a unknown property owner, Parcel no. 186632 South 88 deg. 09 min. 31 sec. West 49.00 feet to a point in the northeast corner of Geraldine R. Herndon, either now or formerly, as described in instrument recorded in Deed Book 4244, Page 082, in the Wake County Registry, and having parcel no. 14004 ("The Herndon Property"); thence with the northern line of The Herndon Property South 88 deg. 09 min. 31 sec. West 100.00 feet to the northeast terminus of Church Street, a variable public right-of-way; thence with the northern line of the Church Street terminus, the following two (2) courses and distances: (i) South 88 deg. 09 min. 31 sec. West 26.80 feet to a point; (ii) South 86 deg. 49 min. 51 sec. West 23.20 feet to a point, the northeast corner of Robin S. Parrish and Percy D. Parrish, either now or formerly, as described in instrument recorded in Deed Book 15898, Page 1485, in the Wake County Registry, and having parcel no. 64646 ("The Parrish Property"); thence with the northern line of The Parrish Property South 86 deg. 49 min. 51 sec. West 100.00 feet to the northeast corner of Wake County, either now or formerly, as described in instrument recorded in Deed Book 1868, Page 1675, in the Wake County Registry, and having parcel no. 186621 ("The Wake County Property"); thence with the northern line of The Wake Property South 86 deg. 49 min. 51 sec. West 313.87 feet to the northeast corner of The Hugh Ayscue Property; thence with the northern line of The Hugh Ayscue Property South 86 deg. 49 min. 51 sec. West 115.61 feet to the **Point and Place of Beginning** and containing 15.06 acres, more or less, as shown on that certain property exhibit entitled "Wendell Place Apartments" prepared by Borum, Wade and Associates, P.A. dated February 14, 2019.

PROPERTY EXHIBIT FOR  
MENDELL PLACE APARTMENTS  
MENDELL BLVD.  
MARKS CREEK TOWNSHIP, WAKE COUNTY  
MENDELL, NORTH CAROLINA



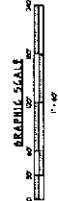
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BY	10/1/2010
FOR	10/1/2010
PROJECT	10/1/2010
PROPERTY EXHIBIT	10/1/2010
FILE NO.	10/1/2010
PROJECT NO.	10/1/2010
DATE	10/1/2010
BY	10/1/2010
FOR	10/1/2010
PROJECT	10/1/2010
PROPERTY EXHIBIT	10/1/2010
FILE NO.	10/1/2010
PROJECT NO.	10/1/2010



**SITE INFORMATION**  
AREA: 100+ ACRES  
PROJECT: MENDELL PLACE APARTMENTS  
OWNER: BWA  
DATE: 10/1/2010

**MISCELLANEOUS NOTES**  
1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF WAKE COUNTY FOR THE PURPOSE OF THE MENDELL PLACE APARTMENTS PROJECT.  
2. THE CITY OF WAKE COUNTY HAS THE RIGHT OF FIRST REFUSAL TO PURCHASE ANY LOT OFFERED FOR SALE BY THE BWA.

**SYMBOL LEGEND**  
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100. LOT





# WENDELL PLACE APARTMENTS CONCEPTUAL SITE PLAN

SITE INFORMATION:
SITE ACREAGE: (+/-) 17.00 ACRES
SITE ACCESS: FROM EAST STREET
TOTAL PARKING SPACES PROVIDED: = 170 SPACES
TOTAL NUMBER OF BUILDINGS: (6) RESIDENTIAL BUILDINGS + (1) COMMUNITY BUILDING
FLOOD PLAIN: NONE
RETAINING WALLS EXISTING/PLANNED: NONE/YES



A diagram of a building letter 'A' inside a square box. A line points from the text 'BUILDING LETTER' to the letter 'A'.

**NOTE:** Due to timing constraints, we are asking for a variance to allow SUP approval in advance of a full preliminary plan being reviewed by the TRC. As such, we understand and agree to the stipulation that the SUP approval would only approve the proposed use (multi-family apartments), intensity (in terms of # of units), building height (2 story), and proposed exterior building setbacks (25-35 feet). All other aspects of Site Plan approval will occur and be contingent upon the Town's typical development review procedures (preliminary plan and construction documents to be reviewed by the Technical Review Committee for conformance with Town standards).

NOT FOR  
CONSTRUCTION

10

Wendell Place,  
\_C

## Vendell Place apartments

Wendell,  
North Carolina

19-513.00

100

DA

DATE: January 18, 2019  
ISSUE FOR: NCHFA Application

## Site Plan

## Site 1.1

TOTAL SHEETS IN SET





**Item Title:**

Façade Grant request for 1 North Main Street.

**Board of Commissioners Meeting:**

Monday, April 22, 2019

**Appearance Commission Meeting:**

Monday, April 1, 2019

**Specific Action Requested:**

- The Town Board is requested to review and take action on the expanded downtown façade grant application for 1 N. Main Street, Wendell, NC 27591.
  - Action could consist of approving or denying façade grant application

**Item Summary:**

On January 11, 2019, an application was submitted to the Town of Wendell Planning Department by property owner Sigurd Westerlund for the expanded downtown façade grant program, in the amount of \$45,000. The application includes the removal of the existing metal siding on the corner building located at 1 N Main Street, as well as comprehensive exterior renovations to restore the building to its former appearance. The property is located in the center of the Downtown Mixed-Use (DMX) zone at the corner of Main Street and Third Street.

The proposed exterior renovations include window replacement, new decorative cornice, masonry repair, and new exterior lighting fixtures. Quotes for all work beneath the metal paneling could not be obtained until the paneling was removed. The applicant is also performing extensive additional building renovations to make the space commercially available, but the items below represent those costs which are eligible for façade grant funds.

The total estimated cost for exterior façade improvements is \$103,327, broken down as follows:

- |  |             |
|--|-------------|
| • Removal of existing metal paneling/siding:     | \$4000      |
| • Replacement of all exterior windows and doors: | \$38,350    |
| • Cornice replacement & Installation:            | \$25,512.52 |
| • Masonry Repair:                                | \$34,000    |
| • Outdoor Lighting:                              | \$1464.74   |

The amount applied for by the applicant for the expanded downtown façade grant program is \$45,000. The eligible grant amount is dependent upon the availability of façade grant match funds, based on 50-50 match. The total match provided by the Town for all expanded façade grants approved through June 1, 2019 may not exceed \$45,000. The \$45,000 figure represents the balance of the \$50,000 the Town received from NC Commerce to be used for downtown revitalization projects.

These matching funds may be applied towards a single grant request, or multiple requests, at the sole discretion of the Town Board. Grant approvals in excess of \$10,000 shall be reserved for prominent downtown projects which will result in significant increased property valuation, job development, or substantial aesthetic improvements in a prominent location.

The project includes eligible improvements and was deemed complete with project costs indicated and project details provided. The applicant has begun work, which is permitted under the program guidelines.

Pictures of the existing façade (prior to removal of the metal paneling) and the proposed façade (based on historic photos of the building) are provided on the following page.

**Staff Comments:**

- In Staff's opinion, the proposed project meets the qualifications to exceed a \$10,000 grant award, as it includes substantial aesthetic improvements in a prominent downtown location and will result in increased property valuation.
- This request represents the only application the Town has received for the expanded façade grant program. In order to ensure that all State Funding is put to use, the Town's Expanded Downtown Façade Grant program has an open application period through June 1, 2019.

**Appearance Commission Recommendation:**

- At their April meeting, the Wendell Appearance Commission unanimously recommended approval of the expanded façade grant request, in the full amount (\$45,000).



**Existing Façade (Prior to Removal of metal paneling):**



**Proposed (to restore the building back to its historic/traditional façade)**



**Attachment:**

- A. Downtown Façade Grant Program Application – 1 N Main St
- B. Proposed Outdoor Lighting Fixtured



## Expanded Downtown Facade Grant Program Application

Planning Department, 15 E. Fourth Street, Wendell, NC 27591  
Phone: (919) 365-4448 [www.townofwendell.com](http://www.townofwendell.com)

### APPLICANT INFORMATION

Name:	1 North Main Street LLC (Sigurd Westerlund)
Phone:	954 850 2620
Email:	sigurd@odincapitalgroup.com

### FOR OFFICE USE ONLY

Application Date:	
Approval Date:	Amount:
Tax ID number:	

### PROPERTY OWNER OR TENANT INFORMATION

Name:	One North Main Street LLC	Years Owned / Leased:	Acquired 1/4/19
Address:	201 Turquoise Creek Drive	Phone:	954850 2620
City:	Cary	State:	NC
		Zip:	27513
Type of Ownership:	Owner's / Tenant Signature-Improvements Approved:		

### BUSINESS AND / OR PROJECT INFORMATION

Name of Business:	1 North Main Street LLC	Business / Project Owner's Name:	Sigurd Westerlund
Address:	1 North Main Street	Phone:	954 850 2620
City:	Wendell	State:	NC
		Zip:	27591
Type of Business:	Upper floor use:		

### PROPOSED IMPROVEMENTS

Facade Improvements: Removal of metal panels; Restoration of brick work; Window replacement; Door replacement; Gutter replacement; Overhang refurbishment or replacement; Painting; Lighting	
Total Estimated Project Cost:	\$100,000.00
Grant Amount Applied For (Based on 50-50 match):	\$45,000.00

#### Check Appropriately:

☒ I own the property in consideration

☐ I lease the property in consideration and have permission of property owner

I have read the Downtown Façade Grant Program and Design Guidelines. I understand that if the proposal is approved, I will make the above improvements to the property within the specified time allowed.

APPLICANT'S SIGNATURE:



DATE: 1/11/19

**Town of Wendell Façade Grant Program**

**OFFICE USE ONLY**

Date of Application Submittal: \_\_\_\_\_

Date of Appearance Commission Review: \_\_\_\_\_ ☐ Approve ☐ Denial

Date of Board of Commissioners Review: \_\_\_\_\_ ☐ Approve ☐ Denial

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff \_\_\_\_\_

Date \_\_\_\_\_



**Attachment B: Proposed Lighting**



**Item Title:**

Update on Citizen Advisory Board.

**Report to the Board of Commissioners:**

Monday, April 22, 2019

**Specific Action Requested:**

Review of the applications received. Action may be taken at the May 13, 2019 meeting.

**Item Summary:**

The following Town of Wendell citizen advisory boards have vacancies:

- Planning Board – 1 in-town member and 1 ETJ member [both terms expire June 2020]
- Tree Board – 2 members [one term expires June 2020; one term expires June 2021]
- Appearance Commission – 1 member [term expires June 2020]

Citizen advisory boards in Wendell are very active! A notice of the vacancies was posted on the Town's website, social media sites and with local media.

## Town of Wendell

- Want to be involved in our growing and charming community?
- Consider serving on a Town of Wendell Citizen Advisory Board!
- The following Town of Wendell Citizen Advisory Boards have vacancies:
  - Planning Board
  - Tree Board
  - Appearance Commission
- Application and information about what each Citizen Advisory Board does for Wendell is available at:  
<http://www.townofwendell.com/government/citizen-boards>



Small Town. Big Charm.

Applicants requesting consideration for a citizen advisory board would complete the unexpired term. Terms begin on July 1 and end June 30.

Town of Wendell continues to be in need of volunteers to serve on citizen advisory boards.

Open recruitment for citizen advisory boards launches Tuesday, April 23, 2019 and wraps up on Thursday, May 23, 2019. Citizens may visit the Town's website – [www.townofwendell.com](http://www.townofwendell.com) – for an overview of what each citizen advisory board does for the Town of Wendell and an application. Applications may be returned to Town Hall, 15 E Fourth Street, Wendell, Attention Town Clerk Megan Howard or remitted via email to [mhoward@townofwendell.com](mailto:mhoward@townofwendell.com)

**Attachment:**

- A. Applications from the following persons:
- Brett Hennington – Planning Board [in-town]
  - Michael Firstbrook – Planning Board [in-town]
  - Jimmena Huffman-Hall – Planning Board [in-town]
  - Levin Jones – Planning Board [in-town]
  - Regina Harmon – Planning Board [ETJ]

Clear

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

This application is for consideration to serve on a Town of Wendell citizen advisory board. This application is to gather information regarding your interest and qualifications. Candidates may be interviewed prior to appointment. Information about each of the town boards is available on the Town's website at:

<http://www.townofwendell.com/government/citizen-boards>

Which board/committee/commission are you requesting consideration? (Select one per application.)

<input type="checkbox"/>	Board of Adjustment	<input checked="" type="checkbox"/>	Planning Board
<input type="checkbox"/>	Parks & Recreation Commission	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Economic Development Committee	<input type="checkbox"/>	Appearance Commission

Name: **Brett Hennington**

Physical Address: **216 Vintage Point Ln Wendell, NC 27591**

Mailing Address: **216 Vintage Point Ln Wendell, NC 27591**

Length of time you have resided in the Wendell area: **1.2 years**

Do you live in the Wendell town limits? Yes ☒ No ☐ ETJ: Yes ☐ No ☒

*Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.*

Telephone: **828-238-3281**

Mobile: **828-238-3281**

E-Mail: **bthennington@yahoo.com**

Education: **Masters of Public Administration**

Occupation: **Software Development Project Manager**

Employer: **The American Kennel Club**

Please list current and previous service to the community, civic clubs.

Boards/Committees/Civic Clubs	From	To

Have you taken the opportunity to attend board meetings prior to the notice of this vacancy?

Yes ☒ No ☐

If Yes, describe extent:  
I have attended planning board meetings and town meetings as an active member of the community.



**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

What knowledge, skills and abilities would you bring to the board/commission/committee?

My educational background in public administration/ political science and professional experiences working in transportation planning and software implementation has given me the skills, knowledge, and abilities to understand the processes and procedures that aid in developing and providing resources to the community.

List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

I have previous experience serving on the Town of Fuquay-Varina's Planning Board. As a planning board member I worked with the Town of Fuquay-Varina on planning for economic development including mixed-use downtown development through public acquisition and sell to a private developer. I have also had experience making recommendations to the town for transportation improvements.

Do you anticipate a conflict of interest if asked to serve as a member on the requested board?

No ☒ Yes ☐ If Yes, please explain:

References: Name	Address	Phone
(1) Joe Deloach		(919) 980-1807
(2) Tom Avery		(919) 740-5958


04/15/2019  
 Applicant Date

- ☒ This application is a public record.
- ☒ Please do not submit resumes or attachments.
- ☒ Applicant certifies that information in the application is correct.
- ☒ Applicant understands that this is an application to be considered for appointment to a Town of Wendell board/commission/committee and that final appointment is made by the Wendell Town Board of Commissioners.
- ☒ Applicant understands that service, if appointed, would be without compensation.

Your completed application is to be delivered to Special Assistant to the Manager Sherry Scoggins in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: [sscoggins@townofwendell.com](mailto:sscoggins@townofwendell.com)

Date Received: 4-15-2019 Received by: D-HS

For use by Town of Wendell staff:

Acknowledge receipt of application (date):	4-15-2019	D-HS
Verification of residency requirement:	4-15-2019	D-HS
Subdivision (if applicable):	Wendell Falls	
Letter to candidate for next steps:		
Action by the Board (date):		
Regular / Alternate / Ex-Officio		
Term (expiration date):		



Clear

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

This application is for consideration to serve on a Town of Wendell citizen advisory board. This application is to gather information regarding your interest and qualifications. Candidates may be interviewed prior to appointment. Information about each of the town boards is available on the Town's website at:  
<http://www.townofwendell.com/government/citizen-boards>

Which board/committee/commission are you requesting consideration? (Select one per application.)

<input type="checkbox"/>	Board of Adjustment
<input type="checkbox"/>	Parks & Recreation Commission
<input type="checkbox"/>	Economic Development Committee

<input checked="" type="checkbox"/>	Planning Board
<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Appearance Commission

Name: Michael Firstbrook

Physical Address: 246 Dogwood Trl Wendell, NC 27591

Mailing Address: Same as above

Length of time you have resided in the Wendell area: 3 yrs 3 months

Do you live in the Wendell town limits? Yes ☒ No ☐ ETJ: Yes ☐ No ☒

Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.

Telephone: (919) 986-2229 Mobile: \_\_\_\_\_

E-Mail: treefrogindustries9@gmail.com

Education: High School, 2yrs College, USMC 8yrs

Occupation: Self-employed

Employer: \_\_\_\_\_

Please list current and previous service to the community, civic clubs.

Boards/Committees/Civic Clubs	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you taken the opportunity to attend board meetings prior to the notice of this vacancy?

Yes ☐ No ☒

If Yes, describe extent:

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

What knowledge, skills and abilities would you bring to the board/commission/committee?

*Construction & Building restoration. I also have the ability to find common ground with others to find solutions rather than just complaining. Very good at team building.*

List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

*Owner-operator Firstbrook Fine Wood Floors in CA for 18 years.  
SGT. in USMC  
High School Soccer Coach for 6 years CA.*

Do you anticipate a conflict of interest if asked to serve as a member on the requested board?

No ☒ Yes ☐ If Yes, please explain:

References: Name	Address	Phone
(1) John F. Oglesby, PE	3 N. Main St.	(919) 624-0997
(2) Nicholas Chad Benson	254 Dogwood Trl	(919) 418-0776

*[Signature]*  
Applicant

*April 9, 2019*  
Date

- ☒ This application is a public record.
- ☒ Please do not submit resumes or attachments.
- ☒ Applicant certifies that information in the application is correct.
- ☒ Applicant understands that this is an application to be considered for appointment to a Town of Wendell board/commission/committee and that final appointment is made by the Wendell Town Board of Commissioners.
- ☒ Applicant understands that service, if appointed, would be without compensation.

Your completed application is to be delivered to Special Assistant to the Manager Sherry Scoggins in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: [sscoggins@townofwendell.com](mailto:sscoggins@townofwendell.com)

Date Received: <i>4-12-2019</i>	Received by: <i>DRS</i>
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For use by Town of Wendell staff:

Acknowledge receipt of application (date):	<i>4-12-2019 DRS</i>
Verification of residency requirement:	<i>4-15-2019 DRS</i>
Subdivision (if applicable):	<i>n-a</i>
Letter to candidate for next steps:	
Action by the Board (date):	
Regular / Alternate / Ex-Officio	
Term (expiration date):	



# TOWN OF WENDELL NORTH CAROLINA



## APPLICATION FOR APPOINTMENT

This application is for consideration to serve on a Town of Wendell citizen advisory board. This application is to gather information regarding your interest and qualifications. Candidates may be interviewed prior to appointment. Information about each of the town boards is available on the Town's website at: <http://www.townofwendell.com/government/citizen-boards>

Which board/committee/commission are you requesting consideration? (Select one per application.)

<input type="checkbox"/>	Board of Adjustment
<input type="checkbox"/>	Parks & Recreation Commission
<input type="checkbox"/>	Economic Development Committee

<input checked="" type="checkbox"/>	Planning Board
<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Appearance Commission

Name: Jimmerna Huffman-Hall

Physical Address: 2004 Cotton Barn Ct, Wendell, NC 27591

Mailing Address: same

Length of time you have resided in the Wendell area: 2 years

Do you live in the Wendell town limits? Yes ☒ No ☐ ETJ: Yes ☐ No ☒

*Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.*

Telephone: 9197413021

Mobile: 9197413021

E-Mail: jimmenarn@gmail.com

Education: Master's degree

Occupation: Family Nurse Practitioner

Employer: Aplus Family Care

Please list current and previous service to the community, civic clubs.

Boards/Committees/Civic Clubs	From	To
NA		

Have you taken the opportunity to attend board meetings prior to the notice of this vacancy?

Yes ☐ No ☒

If Yes, describe extent:

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**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

What knowledge, skills and abilities would you bring to the board/commission/committee?

I feel that I am an active and effective listener and am able to understand different perspectives. I learn from what I hear and take action to help represent my community. Being an avid reader, I feel that I can quickly become knowledgeable of the planning process, zoning ordinances and legal principles related to planning.

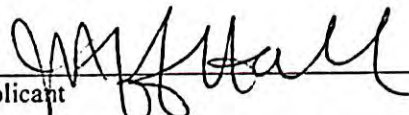
List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

My background has been in healthcare for more than 13 years and my training has been in the areas of patient care, communication, management and leadership. I have communicated with many individuals of various ethnic and cultural backgrounds and feel that I have learned to effectively listen and communicate. I feel that this experience has helped me to be fair-minded and impartial.

Do you anticipate a conflict of interest if asked to serve as a member on the requested board?

No ☒ Yes ☐ If Yes, please explain:

References: Name	Address	Phone
(1) Joe DeLoach	1704 Drift Falls Lane, Wendell, NC 27591	9199801807
(2) Chrishaunda Vick	1918 Yamacraw Drive, Knightdale, NC 27545	9199236476

Applicant 

3/29/2019

Date

- ☒ This application is a public record.
- ☒ Please do not submit resumes or attachments.
- ☒ Applicant certifies that information in the application is correct.
- ☒ Applicant understands that this is an application to be considered for appointment to a Town of Wendell board/commission/committee and that final appointment is made by the Wendell Town Board of Commissioners.
- ☒ Applicant understands that service, if appointed, would be without compensation.

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Date Received: 4-5-2019 Received by: DRS

For use by Town of Wendell staff:

Acknowledge receipt of application (date):	4-5-2019 DRS
Verification of residency requirement:	4-15-2019 DRS
Subdivision (if applicable):	Wendell Fall 21D
Letter to candidate for next steps:	
Action by the Board (date):	
Regular / Alternate / Ex-Officio	
Term (expiration date):	

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

This application is for consideration to serve on a Town of Wendell citizen advisory board. This application is to gather information regarding your interest and qualifications. Candidates may be interviewed prior to appointment. Information about each of the town boards is available on the Town's website at: <http://www.townofwendell.com/government/citizen-boards>

Which board/committee/commission are you requesting consideration? (Select one per application.)

<input type="checkbox"/>	Board of Adjustment
<input type="checkbox"/>	Parks & Recreation Commission
<input type="checkbox"/>	Economic Development Committee

<input checked="" type="checkbox"/>	Planning Board
<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Appearance Commission

Name: Levin Jones

Physical Address: 114 E. Haywood St. Wendell, NC 27591

Mailing Address: 114 E. Haywood St. Wendell, NC 27591

Length of time you have resided in the Wendell area: 1 year 6 months

Do you live in the Wendell town limits? Yes ☒ No ☐ ETJ: Yes ☐ No ☒

*Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.*

Telephone: \_\_\_\_\_ Mobile: (252) 361-0665

E-Mail: levinjones2@gmail.com

Education: AA Business Administration, BS Construction Management, MPA (expected graduation Dec. 2019)

Occupation: Building Inspector

Employer: City of Raleigh

Please list current and previous service to the community, civic clubs.

Boards/Committees/Civic Clubs	From	To
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you taken the opportunity to attend board meetings prior to the notice of this vacancy?

Yes ☐ No ☒

If Yes, describe extent:

\_\_\_\_\_

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

What knowledge, skills and abilities would you bring to the board/commission/committee?

Knowledge of construction methods and practices; experience working in local government; understanding of land-use practices; understanding of public administration; skills in process-improvement; ability to form and maintain interpersonal relationships

List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

Understanding of UDO's (my previous position as a multi-trade inspector gave me an opportunity to work with zoning requirements), and knowledge of fire, building, and trade codes.

Do you anticipate a conflict of interest if asked to serve as a member on the requested board?

No ☒ Yes ☐ If Yes, please explain:

References: Name	Address	Phone
(1) Seth Amidon	102 Lake Dr. Wendell, NC 27591	(919) 333-6892
(2)		

  
Applicant

March 26<sup>th</sup>, 2019  
Date

- ☒ This application is a public record.
- ☒ Please do not submit resumes or attachments.
- ☒ Applicant certifies that information in the application is correct.
- ☒ Applicant understands that this is an application to be considered for appointment to a Town of Wendell board/commission/committee and that final appointment is made by the Wendell Town Board of Commissioners.
- ☒ Applicant understands that service, if appointed, would be without compensation.

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Date Received: 3-27-2019 (renew) Received by: DRS

For use by Town of Wendell staff:

Acknowledge receipt of application (date):	3-27-2019
Verification of residency requirement:	3-27-2019
Subdivision (if applicable):	N/A 3-27-2019
Letter to candidate for next steps:	3-27-2019 (renew)
Action by the Board (date):	
Regular / Alternate / Ex-Officio	
Term (expiration date):	



**TOWN OF WENDELL  
NORTH CAROLINA**



**APPLICATION FOR  
APPOINTMENT**

This application is for consideration to serve on a Town of Wendell citizen advisory board. This application is to gather information regarding your interest and qualifications. Candidates may be interviewed prior to appointment. Information about each of the town boards is available on the Town's website at:

<http://www.townofwendell.com/government/citizen-boards>

Which board/committee/commission are you requesting consideration? (Select one per application.)

<input type="checkbox"/>	Board of Adjustment	<input checked="" type="checkbox"/>	Planning Board
<input type="checkbox"/>	Parks & Recreation Commission	<input type="checkbox"/>	Tree Board
<input type="checkbox"/>	Economic Development Committee	<input type="checkbox"/>	Appearance Commission

Name: Regina Harmon

Physical Address: 6616 Tells Branch Rd

Mailing Address: 6616 Tells Branch Rd

Length of time you have resided in the Wendell area: 24 yr

Do you live in the Wendell town limits? Yes ☐ No ☒ ETJ: Yes ☒ No ☐

*Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.*

Telephone: 919-219-7115

Mobile: 919-219-7115

E-Mail: reginatc@bellsouth.net

Education: High School

Occupation: Owner of 3 business, The Total Connection, Wendell General Store, Forever Photos

Employer: Self

Please list current and previous service to the community, civic clubs.

Boards/Committees/Civic Clubs	From	To
<u>Kwiains Club</u>	<u>1995</u>	<u>2005</u>
<u>Annual Food Drive at Christmas</u>	<u>1995</u>	<u>now</u>

Have you taken the opportunity to attend board meetings prior to the notice of this vacancy?

Yes ☒ No ☐

If Yes, describe extent:

Yes i have been to a few meeting at the planning board, I want the best for our town from the people, business to community.

**TOWN OF WENDELL  
NORTH CAROLINA**

**APPLICATION FOR  
APPOINTMENT**

What knowledge, skills and abilities would you bring to the board/commission/committee?

My love for the Community, my paper that has been in the public school in our town for 25 yrs and the involvement i have given the schools and citizens. I have experience threw my business to work with the community and the leaders of our town

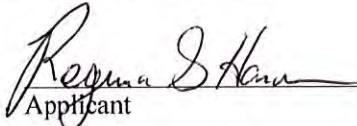
List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

My civic involvement with the board member and the hope of where we take our town for the further.

Do you anticipate a conflict of interest if asked to serve as a member on the requested board?






No ☒ Yes ☐ If Yes, please explain:

References: Name	Address	Phone
(1) Kathy Dara	30 North Main St Wendell	919-272-6650
(2) Liesa McKenzie	Fowlker Wendell	919-412-9838

  
Applicant

3-25-2019

Date

-  This application is a public record.
-  Please do not submit resumes or attachments.
-  Applicant certifies that information in the application is correct.
-  Applicant understands that this is an application to be considered for appointment to a Town of Wendell board/commission/committee and that final appointment is made by the Wendell Town Board of Commissioners.
-  Applicant understands that service, if appointed, would be without compensation.

Your completed application is to be delivered to Special Assistant to the Manager Sherry Scoggins in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: [sscoggins@townofwendell.com](mailto:sscoggins@townofwendell.com)

Date Received: <u>3-26-2019</u>	Received by: <u>DRS</u>
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For use by Town of Wendell staff:

Acknowledge receipt of application (date):	<u>3-27-2019</u>
Verification of residency requirement:	<u>3-27-2019</u>
Subdivision (if applicable):	<u>N/A - 3-27-2019</u>
Letter to candidate for next steps:	<u>Emcu 3-27-2019</u>
Action by the Board (date):	
Regular / Alternate / Ex-Officio	
Term (expiration date):	



**Item Title:**

Lease of 122 Second Street to the Wendell Historical Society, LLC for use as a Museum

**Report to the Board of Commissioners:**

Monday, April 22, 2019

**Specific Action Requested:**

Approve the Lease of 122 Second Street to the Wendell Historical Society, LLC for a five (5) year term with three (3) successive five (5) year terms with an annual rent of \$1.00.

**Item Summary:**

The Wendell Historical Society, LLC (WHS) requests to lease the Town owned structure at 122 Second Street for the purpose of establishing and operating a historic museum with typical accessory uses to promote the history of Wendell.

The Town purchased the property in January 2019 and recombined the lot with the remainder of the block already in the ownership of the Town. While the purchase and sale agreement is no longer in force, the Commission requested staff to negotiate a lease with the WHS for the use as a public museum. The Town Attorney provided base lease document and staff drafted the initial document. The draft lease was provided to WHS for review and two rounds of edits were made.

A summary of the lease document is as follows:

- The lease is effectively a 20-year lease with rent set for \$1 per year.
- The WHS accepts the structure as-is for establishing and operating a public museum. And may operate a gift shop and/or use the premises for fund raising.
- The WHS will provide an annual maintenance plan and proof of regular maintenance to the Town for review. The WHS is responsible for all repairs and maintenance.
- The WHS is responsible for all utilities, mowing, and services for the premises and keep the property in a good, clean, and sanitary condition.
- Any alterations or improvements to the premises are the responsibility of WHS with prior approval by the Town Manager and a right to appeal to the Town Commission.
- The WHS is required to maintain insurance for the property and name the Town as an additional insured.

- Early termination of the lease is permitted by either party in writing at least 120 days in advance of the termination of the lease. The WHS has three (3) options in such an event beyond just leaving the premises; (1) offer to purchase the premises at the price the Town expended; (2) relocate the structure to another site at WHS expense; or (3) participate in an agreement for an alternative public use of the property.
- The WHS may not occupy the premises until the terms of the lease are met (i.e. have plans for renovations, use, landscaping approved and insurance in place).
- The WHS must obtain all permits and maintain compliance with the law and lease. Annual reports demonstrating compliance will be provided to the Town Manager.
- The Town retains ownership of the premises with the ability to consider other uses in the future as needed.

Staff recommends that the commission approve the Lease of the 122 Second Street premises to the Wendell Historical Society.

**Attachments:**

Proposed lease for 122 Second Street

NORTH CAROLINA  
WAKE COUNTY

### LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_ day of April, 2019 by and between the Town of Wendell, Wake County, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina ("Lessor") and Wendell Historical Society, Inc. ("Lessee"):

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1) **DEMISED PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor for the term and upon all the conditions set forth herein that certain parcel and building located at 122 W Second Street (the "Premises").

2) **TERM; RENEWAL.** The term of the Lease shall commence on the 1<sup>st</sup> day of May, 2019 and terminate on May 1, 2024, unless terminated earlier as provided for herein. The Lease shall automatically renew without further notice on the termination date for three (3) successive five-year terms upon the same terms and conditions provided for herein unless the lease is terminated as provided for in Section 14 or by default.

3) **RENT.** During the term of this Lease, Lessee shall pay to Lessor as rent for the use of the Premises the sum of one and No/100 Dollars (\$1.00) per year payable on July 1, 2019 or the first business day thereafter for each subsequent year the lease is in force.

4) **CONDITION OF PREMISES.** Lessee acknowledges that Lessee has inspected the Premises and agrees that the Premises and any common areas used in connection therewith are in a safe, fit and habitable condition. Lessee agrees to keep the Premises in a clean and sanitary condition and at termination the Premises will be surrendered to Lessor in at least as good a condition as Lessee received the Premises at the commencement of this Lease. Lessee also acknowledges that no representation as to the condition or state of repair of the Premises has been made. **Lessor expressly disclaims and makes no claims or representations as to the fitness of the Premises for Lessee's purposes or intended use. Lessor leases the Premises to Lessee in an "as is condition" and makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use.**

5) **USE; QUIET ENJOYMENT.**

a) During the term of this Lease, and any renewal hereof, Lessee shall use the Premises solely as a historic museum and its customary accessory uses. Lessee shall not use the premises for the sale of any products or goods, other than a museum gift shop and fundraising activities, unless agreed to in writing by Lessor. Any other use of the Premises must be authorized in writing by Lessor. The definition of "customary accessory uses" shall be defined at the sole discretion of the Lessor.

- b) Lessee further agrees that it will use the Premises in compliance with all applicable Town, County, State, and Federal laws, ordinances, codes and regulations.
- c) Lessor covenants and warrants that Lessor is the true and lawful owner of the Demised Premises and has good right and full power to let and lease the same. Lessor agrees that Lessee shall quietly and peaceably hold, possess and enjoy the Demised Premises for the full term of this lease, without any hindrance or molestation from Lessor or any person claiming by, through or under Lessor, and Lessor will defend the title to the Premises and the use and occupancy of the same by Lessee against the lawful claims of all persons whomsoever, except those claiming by or through Lessee.

6) **REPAIRS, MAINTENANCE AND UTILITIES.**

- a) Lessee shall provide to the Lessor an annual maintenance plan no later than December 1 for proposed work for the subsequent calendar year for each year the lease is in force. The plan shall at a minimum provide for the maintenance of the Premises as provided for herein and is subject to the review and approval of the Lessor. Further, the Lessee shall provide for an annual maintenance inspection and pest inspection of the Premises by professionals approved by the Lessor. The results of the annual inspections shall be provided to the Lessor with the annual maintenance plan. Any unscheduled or unplanned maintenance shall be completed consistent the terms and conditions on Section 6.
- b) All repairs and maintenance shall be the sole cost, expense, and responsibility of Lessee. Lessee shall reimburse Lessor for any repairs made by Lessor as a result of damage caused to the Premises by Lessee, its invitees, licensees, agents, employees or contractors. Any such costs incurred by Lessor shall be immediately due and owing as additional costs under this Lease. If any such costs are not paid by Lessee within thirty (30) days written notice to Lessee, such non-payment shall constitute a Default.
- c) Lessee shall at all times keep the Premises clean and orderly and maintain the same in good, clean and sanitary condition. Lessee shall be responsible for providing janitorial and cleaning services for the interior of the Premises. Lessee shall provide immediate written notice to Lessor of any defects, damages or necessary maintenance and repairs required to be completed at the Premises.
- d) Lessee shall pay the costs of all trash, electric, water and sewer furnished to the Premises throughout the Term of the Lease. Lessee shall cause to be maintained trash, electricity, water and sewer utilities during and throughout the Term of the Lease. Further, the Lessee is responsible for mowing the area of the original

Premises purchased by the Town unless other provisions are made and agreed to by both Parties.

- e) Lessee shall pay all costs for the use of natural gas and any other required utility service to the Premises.

7) **ALTERATIONS; IMPROVEMENTS; TRADE FIXTURES.**

- a) Lessee shall not make any alterations or improvements to the Premises without Lessor's prior written consent, which shall not unreasonably be withheld. Any permanent additions to, or improvements upon the Premises, made by Lessee shall become the property of Lessor at the expiration of the Lease Term except trade fixtures, furnishings and equipment as herein provided.
- b) Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, alterations, improvements or additions not removed by Lessee within Thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of Lessor. Lessee shall repair any damage to the Premises caused by Lessee's removal of its personal property, trade fixtures, alterations, improvements, or additions, but Lessee shall have no obligation to remove such items from the Premises at any time.

8) **MECHANICS LIENS.** Lessor and Lessee agree to keep the Premises free from any and all claims of persons or firms or corporations, who at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the benefit of the Premises and Lessor and Lessee further agree to hold each other harmless from any and all claims arising out of such claims.

9) **DAMAGE; CASUALTY.** If the Premises is partially damaged or destroyed by fire or other casualty so that the same can be reasonably repaired, the Lessee shall repair and restore the Premises to a good tenable condition within 180 days. This repair period may be extended by mutual agreement.

Notwithstanding any other provisions of this subparagraph, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Premises in the event of damage or destruction of said property.

10) **INSURANCE.**

- a) Public Liability. During the term of this lease, Lessee shall: (1) Lessee shall maintain, at its sole cost and expense, comprehensive general liability policies including coverage of contractual liability as respects this Lease, providing a single limit of liability of not less than \$100,000.00 per occurrence. Lessee shall furnish a certificate of insurance evidencing the aforesaid coverage prior to occupying the Premises and subsequently upon Lessor's written request. Lessor

shall be named in any such policy as an additional insured. The Lessee shall notify the Lessor immediately upon the termination, suspension, or revision of the insurance policies for the Premises.

- b) **Personal Property.** The Lessee shall be responsible for carrying its own insurance upon the trade fixtures, furniture, equipment, books, supplies and other personal property belonging to the Lessee located in the building.

11) **SIGNS.** Any and all signs or advertisement of any nature extending into, on, or located over the Premises, shall conform to all Town of Wendell, North Carolina zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics, type, content, architectural or engineering standards.

12) **TAXES.** Lessor shall pay when due any taxes or special assessment charged of any kind or character pertaining to the Premises and all Improvements thereon or therein. Lessee shall reimburse the Lessor for all taxes incurred as a result of the use of the Premises by the Lessee. Lessee shall pay all taxes levied upon Lessee's trade fixtures, and all other personal property of Lessee contained in the Premises. Lessor acknowledges and agrees that only taxes and fees actually incurred will be charged to the Lessee.

13) **TERMINATION.** Lessee shall vacate the Premises on or before the termination date and shall leave the Premises in good, clean and orderly condition. Upon the termination of the Lease, Lessee shall provide all keys to the Premises and any and all security codes for the same.

14) **EARLY TERMINATION.** During the term of this Lease, either Party may determine the need to use the premises for an alternative public purpose. In such an event, the either Party shall provide written notice to the other Party at least 120 days in advance of the early termination of the lease. The Lessee shall vacate the premises on or before the early termination date consistent with Section 13.

- a) The Lessor may offer the Lessee the structure on the Premises at no cost for relocation to another suitable site. All costs of relocation, including the property to receive the structure, are the sole responsibility of the Lessee.
- b) The Lessee may offer the Lessor compensation to purchase the Premises for an amount not to exceed the original purchase cost of the Premises by the Lessor within 120 days of receiving the notice of early termination of the lease.
- c) The Lessee may offer the Lessor compensation to participate in the proposed alternative public use of the Premises by the Lessor. The terms and conditions of participation in the proposed alternative public use will be established by the mutual agreement of the parties.

15) **CONDITIONS TO OCCUPY PREMISES.** The Lessee shall comply with all applicable conditions herein prior to the occupation of the premises for the proposed use as a public museum. Until such time the conditions are met by the Lessee to the satisfaction of the Lessor,

access to the Premises shall be in coordination with and accompanied by the designated agent agent of the Lessor.

16) **COMPLIANCE WITH LAWS.** During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all ordinances of the Town of Wendell, North Carolina, and all Federal, State, County and Town statutes, ordinances, regulations, laws or other requirements concerning environmental protection, or other matter applicable to the occupancy of or operation in the Premises.

17) **REPORTING REQUIREMENTS.** The Lessee shall provide all written requirements, reports, and proof of compliance as provided for in this Lease to the Town Manager for review and a determination of compliance and approval to proceed. The Lessee may appeal the decision of the Town Manager to the Town of Wendell Board of Commissioners for a final decision.

18) **DEFAULT/REMEDIES:**

- a) Lessee. The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee and the Lease shall terminate automatically upon such occurrence:
  - i. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of Five (5) days after the due date.
  - ii. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in subparagraph (i) above and Lessee fails to cure such default within fifteen (15) days of notice thereof.
  - iii. Any attempt by Lessee to make any general assignment of this Lease, conveyance of any interest in the Premises or general arrangement for an interest in the Premises for the benefit of creditors.
  - iv. The filing by Lessee of a petition to have Lessee adjudged bankrupt; the judicial declaration of Lessee as bankrupt; or the appointment of a trustee or receiver to take possession substantially all Lessee's assets located at the Premises or of Lessee's interest in this Lease.
- b) Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than Thirty (30) days after written notice by Lessee to Lessor, provided that if the nature of Lessor's obligation is such that more than Thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the Thirty (30) day period and thereafter diligently completes performance. If Lessor defaults in the performance of any



of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from the rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving Seven (7) days written notice to Lessor of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default.

19) **CONDEMNATION.** If all or any portion of the Premises or a substantial portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

20) **RIGHT OF ENTRY.** Lessor reserves the right to enter into the Premises or to have its agents, employees or subcontractors enter into the demised premises at reasonable times for the purpose of making repairs and maintenance required by the Lessors under this lease and for the purpose of exhibiting the same to others. Such right of entry shall not be exercised in such a manner as to unreasonably interfere with the Lessee's exclusive use of the demised premises and the Lessor, its agents, employees, and subcontractors shall respect the relationship existing between Lessee and its clients. Lessor may enter the Premises at any time without advance notice when there is a reasonable cause to believe that an emergency exists and to repair or remedy the same.

21) **NO WAIVER.** No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation.

22) **GOVERNING LAW.** The Parties agree that this Lease is to be governed and construed in accordance with the laws of the State of North Carolina and that the courts of North Carolina shall have exclusive jurisdiction over any disputes as to the terms of this Lease. By the signatures below, the parties consent to the exclusive, personal jurisdiction by the courts of North Carolina and further, waive any objection thereto. Venue shall be Wake County Superior Court, North Carolina.

23) **ABANDONMENT.** If Lessee shall abandon and vacate the Premises before the end of the term of this lease for any period longer than Fifteen (15) days, Lessor may without notice, at Lessor's option, enter the Premises, remove any remaining personal property of Lessee therefrom and relet the same as Lessor shall see fit and this Lease shall thereby be terminated.

24) **SEVERANCE.** If any part or paragraph of this Lease is found void or unenforceable, the remainder of this Lease shall not be affected by that finding.

25) **INDEMNIFICATION.** Lessee expressly agrees that, to the extent this provision is permissible under existing law, Lessee will indemnify and hold Lessor harmless from and against any and all loss, cost, damage, liability or expense, including, but not limited to attorney's fees incurred by Lessor: (a) in defending any complaint, charge or claim filed against Lessor with

any court, or local, state or federal agency by Lessee or any third party in regards to Lessee's acts, omissions and use of the Premises; (b) arising out of any breach of this Lease by Lessee; or (c) arising out of the fact that any representation made herein by Lessee was false when made.

26) **ASSIGNMENTS AND SUBLEASES.** Lessee shall not assign or sublet in whole or in part any portion of the demised Premises.

27) **BINDING EFFECT.** This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

28) **SUBORDINATION.** Lessee hereby acknowledges that a Lender may, from time-to-time, loan money to the Lessor which may be secured with a deed of trust on the Premises. Lessee hereby subordinates its interest in the Premises to the lien of such Lender, as its interest may appear, because of said deed of trust to be executed. Lessee further agrees to execute such other documents as may be necessary in order to cause said deed of trust to be a superior lien to the lease on the Premises herein demised. Upon the request of the Lessor or any institution, bank or savings and loan making a loan to Lessor, Lessee agrees to subordinate this Lease to any other mortgage and/or deed of trust now or hereafter affecting the demised Premises.

29) **SURRENDER.** Lessee agrees to take good care of the Premises and to commit no waste and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good of condition as at the commencement of this Lease.

30) **COVENANTS AGAINST DISCRIMINATION.** Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall Lessee itself, or any person claiming under or through Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of Lessees, sublessees or vendors in the Premises here leased.

31) **NOTICES.** All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail and shall be personally delivered or mailed by Certified Mail, Return Receipt Requested, with postage and fees paid as follows:

Lessor:           Town of Wendell  
                      c/o Town Manager  
                      15 E Fourth Street  
                      Wendell, NC 27591

Lessee: Wendell Historical Society  
c/o Wendell Historical Museum Director  
P.O. Box 980  
114 N. Main Street  
Wendell, NC 27591

32) **ENTIRE AGREEMENT.** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

33) **MISCELLANEOUS.**

- a) Attachments, Heading, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific section. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, material men, servants and agents of Lessor and Lessee.
- b) Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.
- c) Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership of joint venture, or of any association other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the day and year first above written.

{Signature Page to Follow}

LESSEE:

By: \_\_\_\_\_

LESSOR:

Town of Wendell

By: \_\_\_\_\_  
Mayor

**Date: April 22, 2019**

**Item # 7a**

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**Item Title:**

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

**Specific Action Requested:**

None

**Attachments:**

None

**Date: April 22, 2019**

**Item # 8**

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**Item Title:**

Commissioners' Reports.

**Specific Action Requested:**

None

**Attachments:**

None



**Date: April 22, 2019**

**Item # 9**

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**Item Title:**

Mayor's Report.

**Specific Action Requested:**

None

**Attachments:**

None

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**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