



Wendell Town Board of Commissioners

Board Room

15 E. Fourth Street, Wendell, NC 27591

Town Board Meeting Agenda

Monday, April 27, 2020 @ 7:00 PM

SPECIAL NOTICE

Due to the Declared State of Emergency in response to the COVID-19 Virus, the Town of Wendell has altered the traditional meeting process to accommodate and encourage positive public health practices. The Town is incorporating virtual meeting practices to continue the work of the Board of Commissioners while taking proactive measures to maintain transparency and provide for public comment.

The public is encouraged to remain home and watch the business meeting on Facebook Live, or after it is posted to the Town website, or by calling (919) 375-6880 and listening to the meeting. No direct access to Town Hall will be allowed.

Public Comment period for the April 27, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their public comment to the Town Clerk via email to mhoward@townofwendell.com or submit a request to call in and teleconference during the Board of Commissioners meeting by emailing their name, address, and phone number to the clerk via email by Friday, April 24th at 5 p.m.

CALL TO ORDER

- Welcome – Mayor Virginia Gray
- Pledge of Allegiance
- Invocation

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. PUBLIC COMMENT PERIOD

- The Public Comment period for the April 27, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their public comment to the Town Clerk via email to mhoward@townofwendell.com by Friday, April 24th at 5 p.m.

or

- Submit a request to speak over the phone during the Board of Commissioners meeting by emailing their name, address, and phone number to the clerk via email by Friday, April 24th at 5 p.m. The Clerk will provide the call-in phone number and provide three (3) minutes to speak on any non-public hearing item or topic.
- Questions or comments regarding specific agenda items may be directed to the contact person provided for the individual items on the agenda below for additional information before or after the meeting.

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. Certification of Sufficiency and setting public hearing date for non-contiguous annexation petition A-20-01 for 38.99 acres located at 1425 Eagle Rock Road and identified by PIN # 1773-88-6927.

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 3b. Resolution directing the clerk to investigate a non-contiguous annexation for 10.272 acres located within the parcel addressed as 0 Eagle Rock Rd and identified by PIN # 1774-55-1916.

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 3c. Resolution directing the clerk to investigate a contiguous annexation for 15.79 acres located within the parcel addressed as 941 Wendell Falls Pkwy and identified by PIN # 1783-17-8750

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 3d. Meet on Main Road Closure and Alcohol Waiver Request for June 19, August 21 and September 18, 2020.

Staff Contact: Assistant to the Manager Stephanie Smith
ssmith@townofwendell.com

- 3e. Temporary Suspension of Meeting Policies during the COVID-19 State of Emergency and Personnel Policy Authorization to Town Manager.

Staff Contact: Town Manager Marc Collins
mcollins@townofwendell.com

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Snap Shot Monthly Reports for February 2020 (provided for informational purposes only).

Staff Contact: Town Manager Marc Collins
mcollins@townofwendell.com

- 4b. Blueprint Wendell 2030 Comprehensive Plan Presentation

Staff Contact: Assistant Planning Director Bryan Coates
bcoates@townofwendell.com

5. PUBLIC HEARINGS

PLEASE NOTE: Due to the current State of Emergency and in the interest of public health, the following accommodations will be made to allow public participation in public hearings, but no public attendance at Town Hall will be permitted:

- Public participation for public hearing items on the agenda for the April 27, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their public hearing comments to the Town Clerk via email to mhoward@townofwendell.com by Friday, April 24th at 5 p.m. Please provide your name, address, and the agenda item number with your comments. Copies of the written comments will be provided to the Board of Commissioners at the meeting, read at the meeting, and included in the minutes of the meeting.

Or

- Submit a request to speak over the phone during the Board of Commissioners meeting by emailing their name, address, phone number, and item number they wish to speak on to the clerk via email by Friday, April 24th at 5 p.m. The Clerk will provide the call-in phone number and provide five (5) minutes to speak on any non-public hearing item or topic. Comments made by phone will be recorded and transcribed to maintain the public record.
- If you have questions regarding an agenda item, please email the staff contact directly in advance of the meeting. If preferred, you may call Town Hall at (919) 365-

4450 to be directed to speak with the staff contact for the agenda item(s) of interest. Communications of this type will not be included in the meeting minutes.

- 5a. PUBLIC HEARING: Rezoning requested by Josh Lambert of Strong Rock Development Company to rezone approximately 1.06 acres of property located at 0 East Fourth Street within the parcels identified by PIN #1784-80-2530 and PIN #1784-80-3458 from Residential 3 (R3) to a Neighborhood Center Conditional District (NC-CD).

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 5b. PUBLIC HEARING: Rezoning request by Josh Lambert of Strong Rock Development Company to rezone approximately 15.79 acres of property located at 941 Wendell Falls Parkway within the parcel identified by PIN #1783-17-8750 from Rural Agricultural (RA) to a Neighborhood Center Conditional District (NC-CD).

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 5c. PUBLIC HEARING: Amendment to the Development Agreement governing Wendell Falls as it relates to infrastructure improvements along Martin Pond Road and Poole Road and consideration of a related Fee in Lieu Request.

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

6. ADMINISTRATIVE ITEMS

- 6a. Ordinance amending *Section 24-90 Parking in specific places prohibited of Article III Specific Street Regulations* of the *Town Code of Ordinances*.

Staff Contact: Town Manager Marc Collins
mcollins@townofwendell.com

- 6b. Acceptance of certain Public Streets in the Wendell Falls Subdivision for Town maintenance and enforcement.

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 6c. Review and approval of a proposed mural for 128 N. Main Street.

Staff Contact: Assistant Planning Director Bryan Coates
BCoates@townofwendell.com

- 6d. Amendment to the Water Allocation Policy as it relates to Procedural Requirements for Infill Development

Staff Contact: Town Manager Marc Collins
mcollins@townofwendell.com

- 6e. Agreement for Purchase and Sale of Two Properties (recombined portions of PIN 1783946022 and PIN 1783837560) totaling approximately 23.2 acres on Hollybrook Road for the Future Development of a Neighborhood Park

Staff Contact: Town Manager Marc Collins
mcollins@townofwendell.com

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:
- CAMPO: Mayor Virginia Gray
 - Wendell Volunteer Fire Department Board of Directors: Commissioner Jason Joyner
 - Technical Review Committee: Mayor Pro Tempore John Boyette

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

Item Title:

Receive the Clerk's certificate of sufficiency of a non-contiguous annexation for 1 parcel totaling 38.99 acres [PIN #1773-88-6927] located at 1425 Eagle Rock Road, and schedule the Public Hearing.

Report to the Board of Commissioners:

April 27, 2020 - Receive Certificate of Sufficiency and set Public Hearing
January 27, 2020 - Direct Clerk to Certify Annexation Request

Specific Action Requested:

That the Board of Commissioners receives the Clerk's certificate of sufficiency and schedule the public hearing for this petition for Tuesday, May 26, 2020 by adopting the attached resolution.

Item Summary:

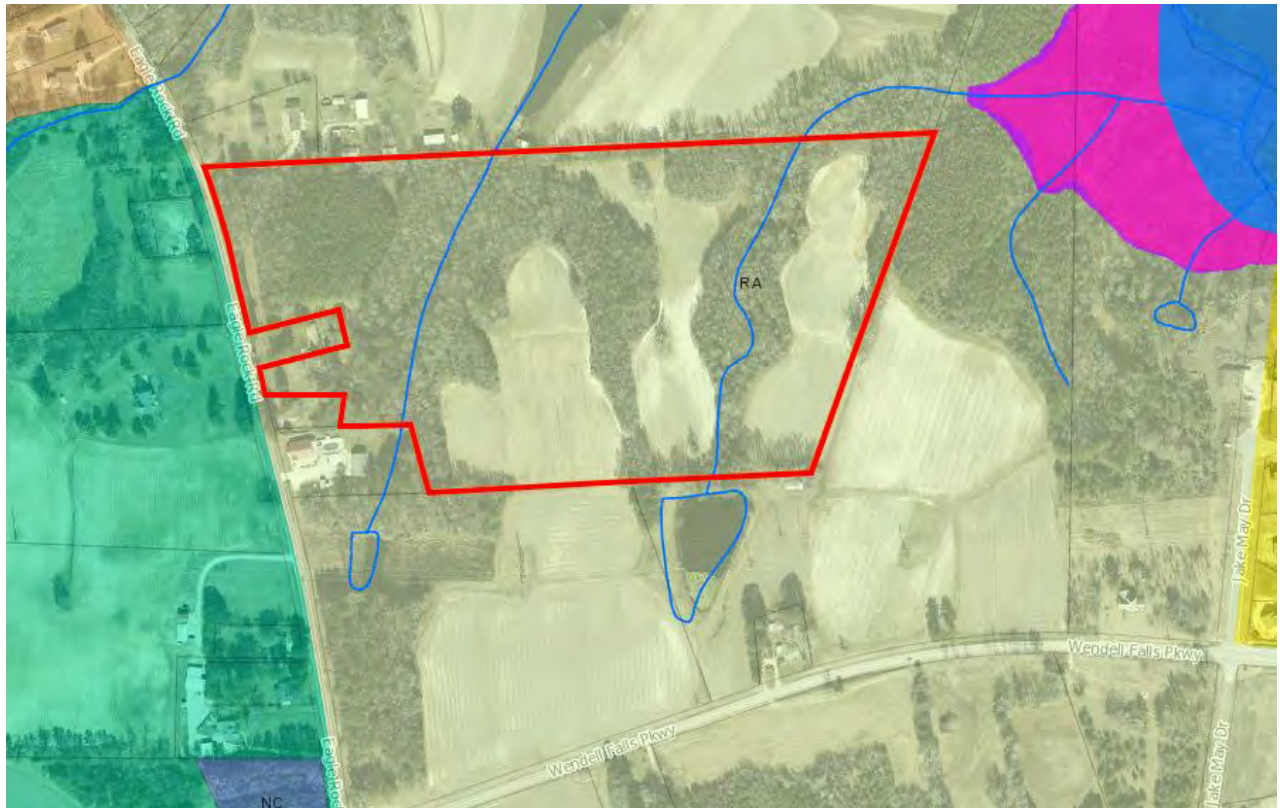
Edward J. Gehrke, II had originally submitted an annexation request for 1 non-contiguous parcel totaling 38.99 acres [PIN #1773-88-6927] located at 1425 Eagle Rock Road.

The Town Clerk has certified the petition's sufficiency. A resolution setting the date of the public hearing for May 26, 2020 is attached for approval.

Zoning District:

The property is currently located within the Residential Agricultural district. The applicant has also submitted a R7 Conditional District rezoning request for this property.

Location Map:



Attachments:

- A. Certificate of Sufficiency
- B. Resolution setting the date of the public hearing

CERTIFICATE OF SUFFICIENCY

To the Town Board of the Town of Wendell, North Carolina:

I, Megan Howard, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with NC G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Wendell, this 27 day of April 2020.

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-20-01:

1425 Eagle Rock Road Non-Contiguous; 38.99 acres; PIN # 1773886927



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO NC GS 160A-58.2
RESOLUTION NO.: R-09-2020**

WHEREAS, a petition requesting annexation of the area described herein has been received;
and

WHEREAS, the Town Board has by resolution directed the Town Clerk to investigate the
sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made.

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

SECTION 1. A public hearing on the question of annexation of the area described
herein will be held at the Wendell Town Hall, Board Room, at 7:00 p.m. on Tuesday, May 26,
2020.

SECTION 2. The area proposed for annexation is described as follows:

A 38.99-acre tract located on Eagle Rock Road addressed as 1425 Eagle Rock Road, PIN #
1773-88-6927 and is available in Deed Book 008139, Pages 00672-00677, Wake County
Registry;

SECTION 3. Notice of the public hearing shall be published in the Wake Weekly, a
newspaper having general circulation in the Town of Wendell, at least ten days prior to the date
of the public hearing.

Duly adopted this 27 day of April 2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk



TOWN OF WENDELL

NORTH CAROLINA

DESCRIPTION/ADDRESS A-20-01:

A 38.99-acre tract located on Eagle Rock Road addressed as 1425 Eagle Rock Road, PIN # 1773-88-6927 and is available in Deed Book 008139, Pages 00672-00677, Wake County Registry;

Item Title:

Resolution directing the clerk to investigate a non-contiguous annexation for 10.272 acres located within the parcel addressed as 0 Eagle Rock Rd and identified by PIN # 1774-55-1916.

Report to the Board of Commissioners:

April 27, 2020 – Direct Clerk to Certify Annexation Request

Specific Action Requested:

Motion to direct the Town Clerk to certify the sufficiency of annexation petition A20-03 by approving the attached resolution.

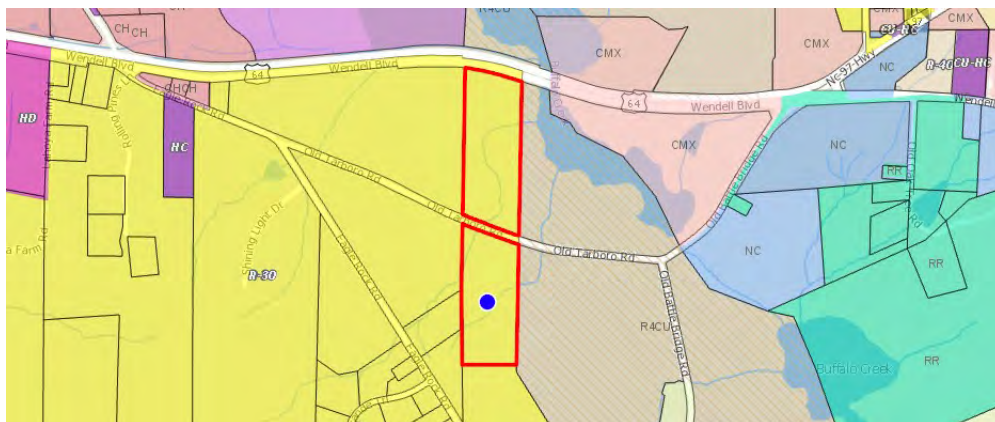
Item Summary:

520 State Street, LLC has submitted an annexation request for a 10.272 acre portion of the parcel addressed as 0 Eagle Rock Rd and identified by PIN # 1774-55-1916 (highlighted below). The annexation area represents the 10.272 portion south of Old Tarboro Rd (area with the blue dot on the map below) of the 23.29 acre parcel. The applicant plans to subdivide the tract and develop the southern piece. A public hearing will be set by the Town Board for this item following the Town Clerk's certification of the petition's sufficiency.

Zoning District:

The property is currently located within Wake County and is zoned R-30.

Location Map:



Attachments:

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



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.2**

RESOLUTION NO.: R-10-2020

WHEREAS, a petition requesting annexation of an area described in said petition was received on March 6, 2020 by the Wendell Town Board of Commissioners; and

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

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

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

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

Duly resolved this 27th day of April 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk

A-20-03: 1 non-contiguous parcel (10.272 ac. portion of the 23.29 ac. parcel): 0 Eagle Rock Road, PIN #1774-55-1916

Item Title:

Resolution directing the clerk to investigate a contiguous annexation for 15.79 acres located within the parcel addressed as 941 Wendell Falls Pkwy and identified by PIN # 1783-17-8750.

Report to the Board of Commissioners:

April 27, 2020 – Direct Clerk to Investigate Annexation

Specific Action Requested:

Motion to directs the Town Clerk to certify the sufficiency of annexation petition A20-02 by approving the attached resolution.

Item Summary:

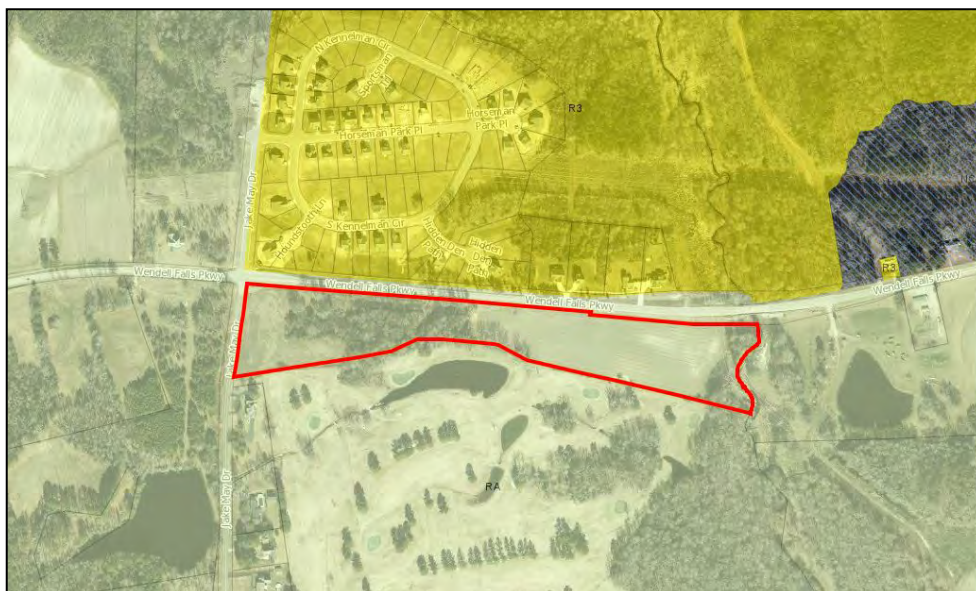
Jackie F. Smith, Trustee has submitted an annexation request for 15.79 acres (excluding ROW) located at 941 Wendell Falls Parkway and identified by PIN Number 1783-17-8750.

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

Zoning District:

The property is currently located within the Town of Wendell extraterritorial jurisdiction and is zoned Residential Agriculture (RA). The applicant has submitted a request to rezone to Neighborhood Center – Conditional District (NC-CD).

Location Map:



Attachments:

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



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-31**

RESOLUTION NO.: R-11-2020

WHEREAS, a petition requesting annexation of an area described in said petition was received on February 27, 2020 by the Wendell Town Board of Commissioners; and

WHEREAS, NC G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

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

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

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

Duly resolved this 27th day of April 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk

A-20-02: 1 contiguous parcel totaling 15.79 acres (excluding ROW): 941 Wendell Falls Parkway, PIN #1783-17-8750

Item Title:

Meet on Main Road Closure and Alcohol Waiver Request for June 19, August 21 and September 18, 2020.

Report to the Board of Commissioners:

Monday, April 27, 2020

Specific Action Requested:

Approve the temporary closure of the section of Main Street, Third Street, Campen Street, and Depot Street and allow alcohol in permitted areas as requested including the ability of the Town Manager to revoke the closure if a State of Emergency is in effect.

Item Summary:

The Wendell Community Partnership (WCP) plans to host the “Meet on Main” event series on June 19, August 21 and September 18, 2020. The events will run from 6:30 p.m. until 9:30 p.m. The event will run similarly to the 2019 event, with the expansion onto Third Street to include more downtown business participation. This event is cosponsored by the Town of Wendell and is open to the public.

The WCP requests the Town to approve the temporary closure of Main Street (from Fourth Street to Third Street), Campen Street (Tobacco Alley to Perry’s Alley), Third Street (from Cypress Street to Pine Street) and Depot Street (Cypress Street to Pine Street). The Police Department will make necessary road closure announcements and railroad notifications as per normal procedures. A map of the proposed road closure is attached.

Town of Wendell Code of Ordinances Section 14-21 prohibits the consumption of alcoholic beverages “on or within the rights-of-way of any municipal street, public vehicular area, alley, or any public property owned or occupied by the town..... or as otherwise approved by the Wendell Board of Commissioners. Staff is before the Board of Commissions seeking approval for the sale and consumption of beer within the previously defined event area. Alcohol sales would run from 5:00 p.m. until 9:00 p.m. with possession of open containers or consumption not extending past 9:30 p.m.

The WCP will hire necessary staffing from a licensed and insured security firm to assist with overall event security and compliance with alcohol regulations. This staffing will supplement Town Staffing required to manage the normal components of a downtown event. The WCP will be responsible for costs associated with Town Staff needed to work this as it would be an off-duty event. The request to allow alcohol is limited to a designated area that will be permitted and compliant with legal requirements and regulations.

In 2018 the Wendell Community Partnership was formed by business owners and with the purpose of enhancing the downtown experience for residents, visitor, businesses and the community. It has been recognized as a 501(c)4 by the IRS in order to receive donations and make disbursements which will be used to enhance the downtown and community as a whole.

The Board of Commissioners previously authorized the expenditure of Economic Development Grant Funds obtained through the North Carolina Department of Commerce to assist the Wendell Community Partnership with preparation and filing of Articles of Incorporation, 501(c)4 applications and other documents needed to properly establish the organization.

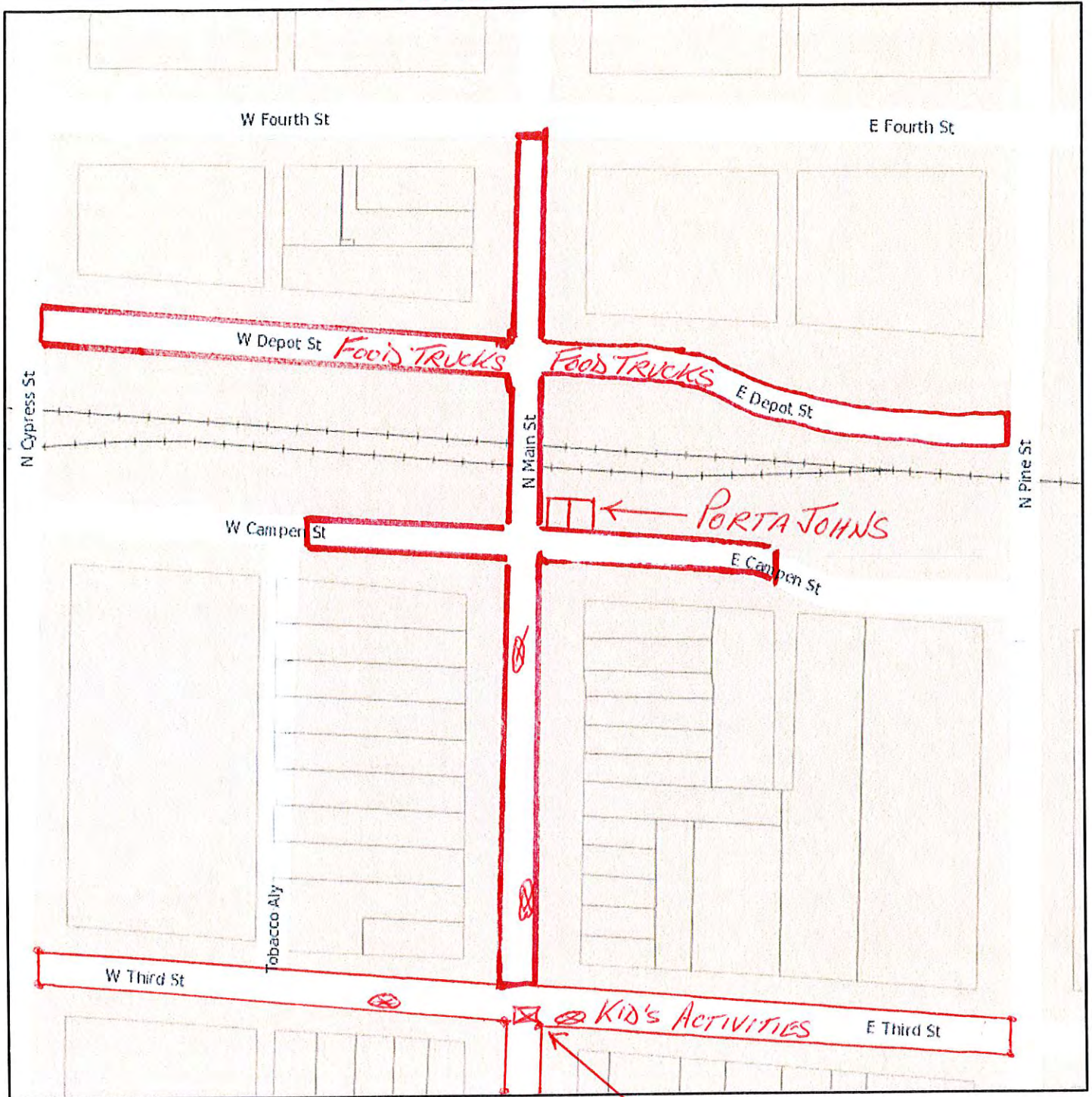
While current public health concerns due to COVID-19 will likely cause the cancellation and/or rescheduling of several of the events, it is necessary to approve the closure in the event that health conditions allow for events to occur in the future. Approval of the authority to close the streets does not require an event to occur. As part of this approval, staff requests the authority be granted to the Town Manager to revoke, add dates, and/or reschedule the road closure during Calendar Year 2020 and to amend the conditions of approval to add such restrictions as are consistent with public health guidance and current recommendations and requirements of the State of Emergency.

Attachments:

Road Closure Map

REVISED 3/9/20

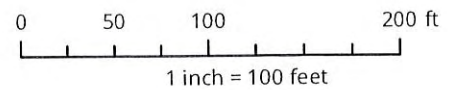
Item 3d



⊗ BEER STANDS

Meet on Main
Road
Closure

BAND



Disclaimer

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

Item Title:

Temporary Suspension of Meeting Policies during the COVID-19 State of Emergency and Personnel Policy Authorization to Town Manager.

Report to the Board of Commissioners:

Monday, April 27, 2020

Specific Action Requested:

Approve the Town Manager to suspend certain meeting policies and personnel policies as reported herein during the COVID-19 State of Emergency and shall not extend beyond the State of Emergency unless specifically approved by an action of the Board.

Item Summary:

The current State of Emergency due to the COVID-19 necessitates flexibility in the policies relating to meetings and personnel policies related to leave and work environments while remaining within the constraints of Statutes and executive orders.

Specifically, the ability of the Board of Commissioners to continue conducting the business of the Town may be necessary when specific conditions prevent a member from attending in person. The attached Remote Participation Policy was adopted by the Town of Rolesville Board for their use on Tuesday, March 17, 2020.

Additionally, the crisis necessitates the authorization of the Town Manager to provide additional considerations to Town staff for adjustment to Community Service Leave, Donation of Sick Leave, Use of Leave by Probationary Employees, and Leave during Emergency Conditions, and like policies impacted by the current health crisis. Any such modifications will be reported to the Commission and will expire upon the termination of the State of Emergency.

Attachments:

- A. Remote Participation Policy

Town of Wendell Board of Commissioners Remote Participation Policy

Overview: The purpose of this policy is to establish procedures for Town Commissioners who are unable to physically attend a Board meeting to participate remotely. Remote participation may only be utilized for good cause shown. For the purpose of this policy, the term “**Member**” shall refer both to Town Commissioners and to the Mayor. For the purpose of this policy, the “**Presiding Officer**” is defined as the Mayor or such other person serving as presiding officer in the Mayor’s physical absence. “**Meeting**” shall mean any official meeting of the Board of Commissioners.

Remote Participation Generally

“**Remote participation**” is defined as the power to engage in discussion and limited voting by a Member at a Meeting where the Member is not physically present.

Remote participation shall be enabled through a remote, simultaneous communication method that provides at minimum for the Board and remote participant to hear one another in real-time. These methods would include teleconferencing and video conferencing technologies. Remote participation would not include email, web chat, or text messaging technologies.

Physical attendance by Members at Meetings is strongly encouraged. As such, remote participation is permitted only for good cause. The following justifications shall constitute “good cause”:

- Personal illness or disability of the Member.
- Care of the Member’s spouse, child, or parent who has a serious health condition.
- Military service obligations.
- Personal, employment, or Town-related travel of such distance as to make physical attendance impractical.
- Hazardous weather conditions or other condition constituting an “emergency” pursuant to the North Carolina Emergency Management Act.
- Such other reasons constituting “good cause” as may be shown and confirmed by a majority vote of the Members physically present at the Meeting.

Limitations of Remote Participation

The Presiding Officer must be physically present at the Meeting.

A Member's remote participation shall not count toward satisfying quorum requirements.

A Member participating remotely may participate in discussion and deliberation on any agenda item except as stated below but may not make any motions. Remote participation shall not be allowed during the following portions of a Meeting:

- Quasi-judicial proceedings.
- Closed sessions, unless the closed session is held during an emergency meeting.

The vote of a Member participating remotely shall not be effective as a deciding vote on any matter.

Procedures for Enabling & Administering Remote Participation

Any Member desiring to use remote participation shall notify the Mayor, Town Manager or Clerk at least twenty-four (24) hours in advance of the Board meeting.

During the call to order, the Presiding Officer shall announce that a Member has requested to use remote participation and shall call upon the Member to identify himself or herself and state the grounds for remote participation. If the grounds stated by the Member require a vote of the present Members pursuant to ____ above, that vote shall be taken up immediately and have priority over all other actions before the Board.

A Member participating remotely must, at a minimum, be able to be fully heard by all other Members and other individuals in attendance at the Meeting. A Member participating remotely must also be able to hear all other Members.

A Member remotely participating shall notify the Presiding Officer if leaving the Meeting before it is adjourned or if rejoining the Meeting after a period of absence.

If due to technical difficulties, contact with the remotely participating Member is lost entirely or if contact becomes unclear, the Presiding Officer may end remote participation for that Member for the balance of the meeting for the purpose of avoiding additional disruption to the Meeting. If remote participation is established but is then interrupted or ends, the remotely participating Member will be considered as excused from the Meeting.

When casting a vote, a Member participating remotely shall be called upon individually by the Presiding Officer after all physically present Members have voted to verbally cast his or her vote as "aye" or "nay" in such a manner as can be clearly heard by all Members.

DRAFT

No written ballots may be taken by the Board when a Member is participating remotely.

Members participating remotely shall have the right to receive all documents that were distributed to the Council prior to the start of the Meeting. However, it is the responsibility of the remotely participating Member to provide a means whereby the documents can be delivered to them in a timely manner during the Meeting, for example electronic mail.

Adopted this, the 27th day of April 2020.

2019-2020 Town of Wendell Strategic Plan

April 27, 2020 Update

GOAL 1: Downtown Vibrancy, Economic Growth, and Community Character

Initiative	Update	Status	Date	Assigned
Management in Progress				
1. Downtown Engagement Session by NCDOC	Session conducted by NCDOC in Spring 2019	Complete	7/1/2019	Planning
2. Administer NCDOC Grant for Downtown	Meet on Main group established. Façade grant awarded for 1 N Main project. Second update provided to NCDOC on 1/15/2020. Work in nearing completion.	In-Progress	1/27/2020	Planning
3. Downtown parking evaluation/acquisition	Design-Build RFP awarded and agreement signed. Mural artist contracts waiting schedule/signature. Survey/design started. Adjoining owner meeting being scheduled. Completion schedule is June 2020.	In-Progress	3/3/2020	Management / Planning
4. Wendell Water/Sewer Main CORPUD Project	CORPUD completed Third Street area and Parrish Court and moving to other areas of project. Work complete on Hester and awaiting paving. Working on residential streets in 2/2020.	In-Progress	3/3/2020	Public Works
5. NCDOT Third Street milling and resurfacing	NCDOT contractor started project 9/16. Resurfacing complete. Striping done.	Complete	11/23/2019	Public Works
6. TAP Sidewalk Accessibility Projects	NCDOT contractor to start in FY 2020 on identified intersections. DOT funding issues have delayed project. Will provide update when received.	On-Hold	3/3/2020	Planning / Public Works / Mgt.
7. Downtown Streetlight Evaluation and Options	Staff evaluating condition and options for future CIP project. Project to be considered in 5-year CIP.	In-Progress	3/3/2020	Public Works
8. NCDOC Facilitated Economic Development Assessment	NCDOC completed the Economic Development Assessment and presented to the BOC in June 2019.	Complete	7/1/2019	Planning
9. Review Economic Development Plans, Strategies, and Programs	Economic Development Consultant completed review, staff prepared draft plan, ED Committee recommended, and Board adoption of plan at 1/27/2020.	In-Progress	1/20/2020	Management / Planning
10. TJCOG Brownfield Coalition Grant Submission	No brownfield grants were awarded in NC in 2019. TJCOG for regional coalition grant submitted in 12/2019 with 3 Town sites identified. Presentation of grant and program to Board at 1/13/2020 meeting.	Complete	1/13/2020	Management / Planning
Strategic Initiatives				
1. Implementation Plan for NCDOC Downtown Engagement Session	Economic Development Assessment completed with action plan. Implementation update provided to BOC at 1/13/20 Commission meeting as part of the updated economic development strategic plan.	Complete	1/27/2020	Management / Planning
2. Evaluate Downtown Grants and Update	Façade grant program update approved by BOC 8/12/2019.	Complete	8/12/2019	Planning
3. Revise Downtown zoning use table	Process will be incorporated into Comprehensive Plan update and UDO amendment. Planning RFQ for consultants in-process.	In-Progress	1/20/2020	Planning
4. Review Special Events Practices and Schedule	Meet with partner organizations with staff in advance of events and update for sustainable practices and locations. Review completed.	Complete	11/23/2019	Management
5. Develop a Special Events Policy and Process	Current policies and forms collected from departments. Draft guide and policy drafted. Present to Board at 1/27/2020 meeting.	Complete	3/9/2020	Management
6. Evaluate Wendell Elementary Property	Project to be included into the Comprehensive Land Use Plan update process to start in spring 2020. Planning RFQ for consultants in-process.	In-Progress	1/20/2020	Planning
7. Downtown Infill Opportunities Identification	Project to be included into the Comprehensive Land Use Plan update process to start in spring 2020. Planning RFQ for consultants in-process.	In-Progress	1/20/2020	Planning
8. Update Economic Development Strategic Plan	Economic Development consultant evaluated current practices and properties. Planning staff completed draft plan. Presentation 1/13/2020 and adoption by BOC at 1/27/2020 meeting.	Complete	3/9/2020	Management / Planning

9. Establish an Economic Development Program	Economic Development consultant acquired part-time. The consultant will work with the Manager on further program development in FY 2020.	Complete	7/1/2019	Management
10. Develop Marketing Material for Economic Development	Project will formally start after economic development program and practices are further developed. Initial steps of updating demographic data completed in spring 2019. Program updates for websites initiated and in-progress.	In-Progress	9/13/2019	Planning
11. Wendell Falls Corridor Action Plan Development	NCDOT held stakeholder meeting for corridor in spring 2019. Staff assessed development impediments with CAMPO, NCDOT, CORPUD, development community, and property owners. Transportation plan amended 8/12/2019 by BOC. Land Use will be updated in the Comprehensive Land Use Plan process starting Spring 2020. Planning RFQ for consultants in-process.	In-Progress	1/20/2020	Planning
12. Broadband Policy and Action Plan	Not started or scheduled at this time. Waiting on IT consultant selection. Likely to schedule evaluation in spring 2020 for future consideration.	On-Hold	9/9/2019	Management / IT / Planning
13. Facilitate Health Industry Development	Economic development consultant met with Newland, WEDP, and staff in August. Wake Med announced acquisition of land in Wendell Falls. Development details and timing TBD.	In-Progress	9/9/2019	Management / Planning
14. Comparative Growth Analysis	Assistant to the Manager collecting data points from comparative places.	In-Progress	1/20/2020	Management
15. Growth Boundaries with Archer Lodge and Rolesville	Project to be included into the Comprehensive Land Use Plan update process to start in spring 2020. Meeting with County staff regarding areas between Towns in December as part of PlanWake process. Draft County map prepared.	In - Progress	1/20/2020	Planning
16. Small Area Plan for Downtown Connections to Interstate	Project to be included into the Comprehensive Land Use Plan update process to start in spring 2020.	In-Progress	9/9/2019	Planning
17. Comprehensive Land Use Plan Update	Funded to start in spring FY 2020 and be completed in FY 2021. Planning soliciting for consultants to conduct plan in January 2020. Selection Made	In-Progress	3/9/2020	Planning
Goal 2: Public Safety and Neighborhood Improvement				

Initiative	Update	Status	Date	Assigned
<u>Management in Progress</u>				
1. Increase Police involvement in Community Events	Maintained existing effort. Activity will be reported in monthly Police Report started in August 2019. Initiative is ongoing service level.	Complete	8/26/2018	Police
2. Comparative analysis of neighborhood improvement programs	Planning and Assistant to Manager conducted comparative analysis and project scoping. Draft program presented to Board at 1/13/2020 meeting.	Complete	1/13/2020	Management
3. Temporary Sign Provision Review	Manager reviewing policy for winter report to Commission.	In-Progress	9/9/2019	Management
4. Use of Force Policy Review and Update	Department committee doing comparative analysis from CALEA accredited agencies. Project scheduled for completion in spring 2020.	In-Progress	7/22/2019	Police
<u>Strategic Initiatives</u>				
1. CALEA Accreditation Action Plan	Action plan established and reported to the BOC in spring 2019. Accreditation is a 3 year process. Funding provided in FY 2020 budget to initiate the process. First step is hiring a Records & Training Administrator to manage the process with a department team. Implementation will be reported in monthly police report. Final goal is achieving accreditation.	Complete	7/1/2019	Police
2. Community Engaged Policing Methods and Training	Project start anticipated Fall 2019. Assistant to Manager will work with Police Department on comparative analysis and program development in 2020.	On-Hold	9/9/2019	Police / Management
3. Officer Health and Safety Initiative	Management met with Police staff in spring 2019. FY 2020 budget funded EAP and wellness program reimbursement for officers. In addition funding was increased for equipment, training, uniforms, and supplies to improve officer conditions. Effort will be evaluated annually during the budget process to continue improvement as resources allow.	Complete	7/1/2019	Police

4. Pedestrian Safety Near School Sites	Wendell Boulevard Sidewalk Project design approved in FY 2020 budget. LAPP grant will be prepared by design consultant in fall 2019. Design complete prior to construction start in fall / winter 2020. LAPP application submitted 10/19. Technical Committee recommended funding project to CAMPO Board.	In-Process	1/20/2020	Planning
5. Parking Enforcement Review	Staff evaluated HOA parking requirements at Wendell Falls and Town ordinances related to parking in Spring 2019. Staff is drafting parking ordinance revisions for presentation to Board on 1/27/2020/	In-Process	1/20/2020	Police / Management
6. Crisis Intervention Training Expansion	Goal to train 2 officers per year pending Wake Tech course availability.	On-Hold	7/22/2019	Police
7. Opioid Issue Awareness and Partnerships	Department is researching new community resources for inclusion on website. Project is ongoing in nature.	In-Process	7/22/2019	Police
8. Neighborhood Clean-Up Day Pilot	Assistant to Manager conducting comparative analysis, seeking resources, and developing project scope. Pilot project goal set for spring 2020.	In-Process	9/9/2019	Management
9. Housing Diversity and Neighborhood Improvements	Town hosted Wake County housing public comment session in November 2019. Staff with meeting County staff in January 2020 to coordinate efforts. Staff submitted CDBG funding request to County in 12/20 to implement draft Neighborhood Improvement Program presented to Board 1/13/2019. Improvements to be implemented in FY 2021.	Complete	1/13/2020	Planning

Goal 3: Infrastructure, Transportation, and the Environment

Initiative	Update	Status	Date	Assigned
Management In-Progress				
1. CORPUD Merger Evaluation	Completed FY19 evaluation for Merger. CORPUD presented to BOC in spring 2019. Policy direction to maintain capacity allocation at this time. Staff evaluating FY21 merger during budget process in spring 2020.	Complete	1/20/2020	Management / Planning / Finance
2. Infrastructure Rate Comparison	Comparative rates were researched and included in the FY20 Budet.	Complete	7/1/2019	Management / Finance
3. Stormwater Program Compliance	Town Engineer completed the multi-year stormwater mapping project in November 2019. New engineer to review maps and assist with developing compliant program prior to DEP audit in 2022. Task order for engineer drafted in December 2019 and in-process. Next step is repoorting gaps and implementing program to address in FY 2021.	In-Process	1/20/2020	Public Works
4. Street Repaving Program Implementation	Program funding and description included in CIP. Engineer to evaluate streets for resurfacing priority and needs for capital budgeting. Task order completed in January 2020. Parrish and segments of 1st and 2nd completed. Hester Court being evaluated with CORPUD.	In-Process	1/20/2020	Management / Public Works
5. NCDOT Old Battle Bridge Replacement	Waiting on NCDOT to initiate project. Public Works inspects area to ensure barriers remain intact and notifies NCDOT if issues. Current schedule is completion in 2022 due to recent funding issues.	On-Hold	3/9/2020	Public Works
6. Martin Crossing Improvements (U-5323)	Planning met with CAMPO and NCDOT regarding next steps.Engineering evaluation of options needed. Report will be provided in winter 2020 to BOC.	In-Process	1/20/2020	Planning
7. Sidewalk Maintenance and Extension Program	Funding added in FY 2020 Budget and CIP for Pedestrian Plan implementation efforts. Recurring funding program established.	Complete	7/1/2019	Management / Planning / Public Works
8. Wendell Boulevard Sidewalk Project Design	Funding added in FY 2020 Budget for design. Design firm selection completed. Kimley-Horn prepared project for initial LAPP grant submission to CAMPO. Final submission submitted in October. Design work in -progress by consultant. CAMPO tech committee recommends funding for applications.	In-Process	1/20/2020	Planning

Strategic Initiatives				
1. Infrastructure Plan for CIP	Requires analysis by Economic Development and Engineer. On hold for engineering services contract. Project scheduled to be started with FY 21 CIP process in spring 2020.	On-Hold	9/9/2019	Management / Planning
2. Evaluate the Water Allocation Policy	Evaluation being conducted by Planning. Management reviewing current policy. Presentation to BOC in winter 2020.	In-Process	9/9/2019	Management / Planning
3. Stormwater Program Analysis	Public Works works with Wake County, TJCOC, and DENR for permit compliance. Staff will work with an engineering consultant to present the program needs in spring 2020. DEP audit scheduled for 2022.	In-Process	11/23/2019	Public Works
4. Transportation Plan Review	Planning staff completed a review of the Transportation Plan. UDO amendments to Planning Board in June 2019 and BOC adopted 8/12/ 2019.	Complete	8/12/2019	Planning
5. Prioritize Intersection Improvements	Waiting for engineering services selection to be completed. Project will be added to FY 2021 Budget process for consideration.	On-Hold	9/6/2019	Public Works and Planning
6. CAMPO Eligible Projects List for Future Funding	Planning to evaluate Transportation Plan and Pedestrian Plan with engineer, CAMPO, and DOT and provide report in summer 2020.	In-Process	1/20/2020	Planning
7. Facility and Lands Prioritization	Staff worked with Cumming on Town Hall project for presentation to BOC in July 2019. Recreation needs completed master plan in fall 2019. Additional facility and land needs will be evaluated in the CIP process.	In-Process	1/20/2020	Management / Public Works / Planning
8. Wendell Boulevard Sidewalk Project to CAMPO	Engineer firm selection in July 2019 to prepare CAMPO grant submission for LAPP funds for project. Submitted to CAMPO in 10/2019.	Complete	10/23/2019	Planning
9. Evaluate Additional Transit Stops	Project assigned to Assitant Planning Director to develop project schedule and scope. Some portions will be in the Comprehensive Plan. Meeting with Transit staff to discuss project planning in November 2019.	In-Process	11/23/2019	Planning
10. Solid Waste Service Level and Contract Review	Solid waste contract expires in June 2020. Staff will initiate contract discussions and review service options in winter 2019-2020.	On-Hold	7/22/2019	Public Works / Finance
Goal 4: Parks, Recreation, Special Events, and Culture				
Initiative	Update	Status	Date	Assigned
Management in Process				
1. Initiate Parks and Recreation Master Plan	BOC awarded bid to McGill to complete plan. Plan is in process and is scheduled for completion in early fall 2019.	Complete	7/1/2019	Parks & Recreation
2. Shade Structure Installation at Park	Shade structures installed late spring 2019.	Complete	7/1/2019	Parks & Recreation
3. Parks Mainenance Plan	Parks Maintenance position added in FY 2020 budget.	Complete	7/1/2019	Management and Parks & Recreation
4. Meet on Main Special Event Planning	Initial event planned and held on 9/20.	Complete	9/20/2019	Mgt/PD/PW/P&R
5. WHS Lease of 122 Second Street for Museum	Lease completed in spring 2019.	Complete	7/1/2019	Management
6. Update Athletic Program Offerings	FY 2020 fee schedule includes new programs for kickball, soccer, and wiffleball	Complete	7/1/2019	Parks & Recreation
Strategic Initiatives				
1. Plan for Implementation of Master Plan	Master plan adopted and initiatives will be included in the CIP process	In-Process	1/20/2020	Management and Parks & Recreation
2. Evaluate UDO Fee in Lieu for Parks	Planning Director began a comparative analysis after P&R Master Plan adopted and will present proposed changes to Board in spring 2020.	In-Process	1/20/2020	Planning
3. Plan for Acquisition of New Park	Staff is evaluating opportunities for acquisition of park sites as recommended by the adopted Master Plan.	In-Process	1/20/2020	Management and Parks & Recreation
4. Update the Wendell Park Plan	Recommendations for improvements in adopted master plan.	Complete	1/20/2020	Parks & Recreation
5. Greenway Plan to Connect Downtown to Wendell Falls	Planning working with developers to incorporate trail into design. Will present trail options to Board in spring 2020.	In-Process	1/20/2020	Planning

6. Main Street Extension as Greenway Connector to Downtown rather than a Street for Vehicles	Project conceived drafted and submitted to Wake County for grant funding in FY 2021.	Complete	1/20/2020	Planning
7. Evaluate Special Events to Increase Impact	Staff meets with event organizers to evaluate opportunities to improve events and ensure that locations provide opportunity for growth. Layout for Downtown events modified to include Main Street for existing events. New events added for Meet on Main and Farmers Market.	Complete	11/23/2019	Management and Parks & Recreation
8. Wendell Branch or Regional Library Site	Staff met with Library leadership in spring 2019. Staff will monitor and participate in the Library master plan update and prepare for a potential future bond offering. Project assigned to Assistant Planning Director.	In-Process	9/9/2019	Planning
9. Incorporate Sports Tourism and Marketing into Events and Recreation Program Offerings	Staff met with Visit Raleigh staff regarding implementation of the tourism plan. Staff attended a hotel development meeting and partnered with Newland to develop a marketing piece in the visitors' guide. Visit Raleigh actively promoting Town events (multiple posts for Wendell Wonderland.	Complete	11/23/2019	Management and Parks & Recreation

Goal 5: Organization Culture and Communication

Initiative	Update	Status	Date	Assigned
Management in Process				
1. Fiscally conservative budget approach for tax and utility rates in developing FY 2020 Budget.	No rate increases were proposed for the FY 2020 Budget for property tax or utility rates.	Complete	7/1/2019	Management and Finance
2. Establish a Capital Improvement Plan	Capital Improvement Plan established and adopted in FY 2020 Budget.	Complete	7/1/2019	Management and Finance
3. Enhance the FY 2020 Budget document for transparency and detail connecting department expenses to policy	Significant enhancements provided to the budget document for FY 2020. Adopted Strategic Plan with BOC priorities incorporated with section linking budget expenses to strategic plan.	Complete	7/1/2019	Management and Finance
4. Staffing Needs Analysis	A 10-year staffing needs analysis was included in the FY 2020 Budget.	Complete	7/1/2019	Management and Finance
5. Establish performance goals in budget	Performance management goals included for each department in FY 2020	Complete	7/1/2019	Management and Finance
6. IT Program Analysis	Joint RFP for IT services issued in partnership with Rolesville. Vendor selected at 9/23 Board meeting. Consultant to conduct 2-month evaluation of system and needs for CIP starting in December 2019.	In-Process	11/23/2019	Management and Finance
7. Update regular communications to reflect performance and strategic goals	Finance developing draft reports. Content reported at 7/22/19 BOC meeting. First updated reports to be provided at 8/26/19 BOC meeting.	Complete	8/26/2019	Management and Finance
Strategic Initiatives:				
1. GFOA recognition for Audit and Budget	GFOA recognition for audit received in spring 2019. Budget submitted for first time on 8/23/2019 to GFOA. Response expected in several months.	Complete	8/23/2019	Management and Finance
2. Strategic Plan Quarterly Updates	Updates incorporated into monthly reports starting July 2019	Complete	8/26/2019	Management
3. Customer Service Policy Review with Departments	Project not started yet. Project design to start spring 2020.	On-Hold	7/22/2019	Management
4. Online Agenda Packets with Background Materials	Waiting on IT consultant selection to work with Clerk on software.	On-Hold	7/22/2019	Management
5. Communication Plan	EWTN communication contract staff started July 2019. Project was coordinated with Rolesville. Comparative analysis and initial draft plan complete. Staff presented to Board in November 2019. Implement in 2020.	Complete	1/20/2020	Management
6. Biannual Retreats and Biennial Strategic Planning Process	Retreats in process and strategic plan adopted in 2019. Staff will work with BOC at Winter retreat to establish the Strategic Planning process. Process developed will be implemented in FY 2020 to cover the next 2-year period.	Complete	3/9/2020	Management
7. ADA Compliance	Management is evaluating current requirements and will name an ADA Coordinator in 2019. The organization will work to develop a Transition plan over the next 3-years.	In-Process	7/22/2019	Management

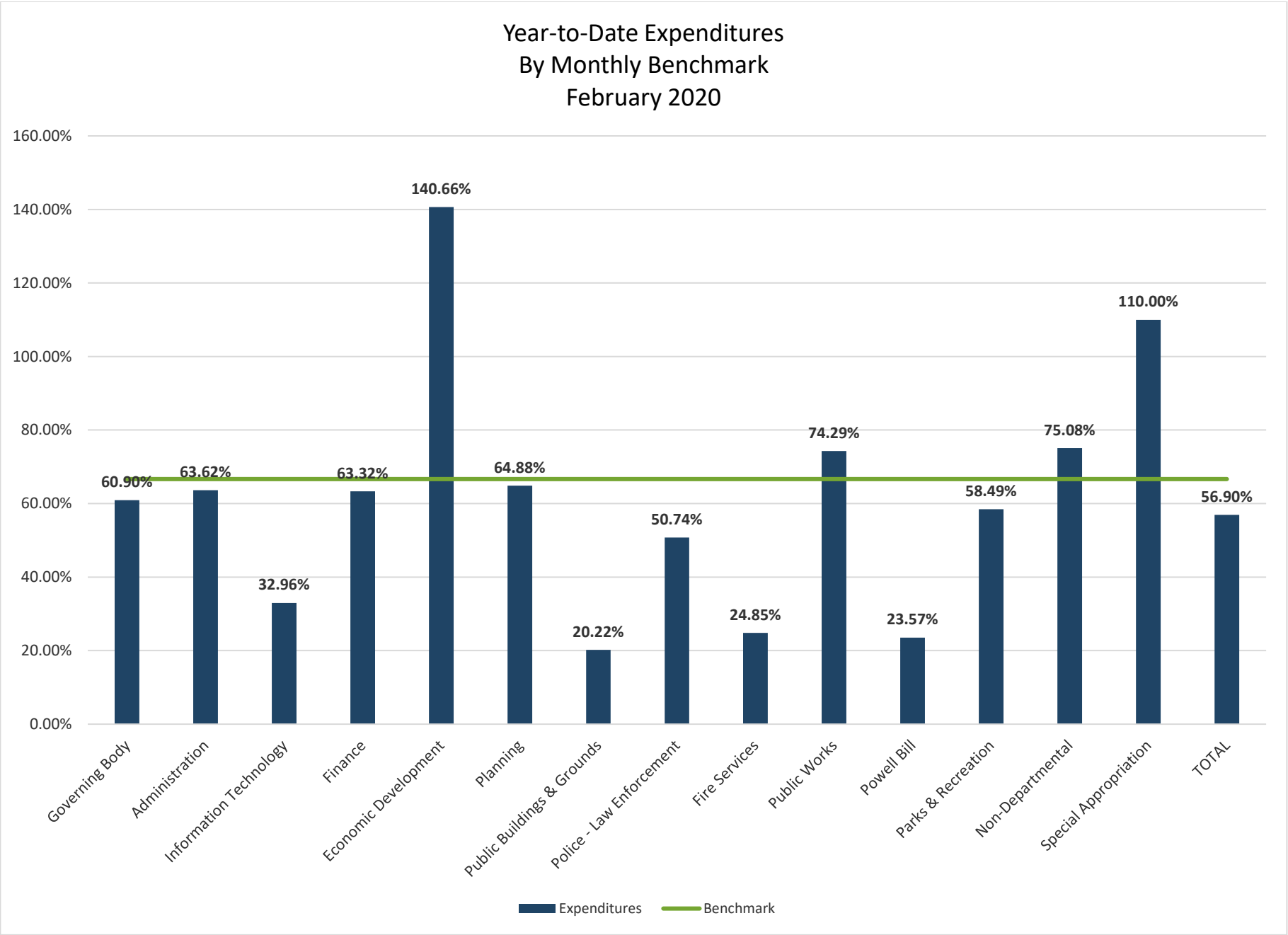
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8. Charter and Procedural Review with Commission	Reviewed at January Board Retreat.	Complete	3/9/2020	Management
9. Human Resources Policy and Program Review	Employee Committee role updated, employee recognition program updated, bereavement policy updated, insurance selection completed with budget, EAP program included in insurance with Budget, training funding increased, and compensation and classification study started 9/3 and findings to be presented to Board in 2/2020 for inclusion in Budget. Board authorized HR Administrator position to assist with implementation. Recruitment process started in December 2019. Expect staff on board by March 2020.	In-Process	1/20/2020	Management

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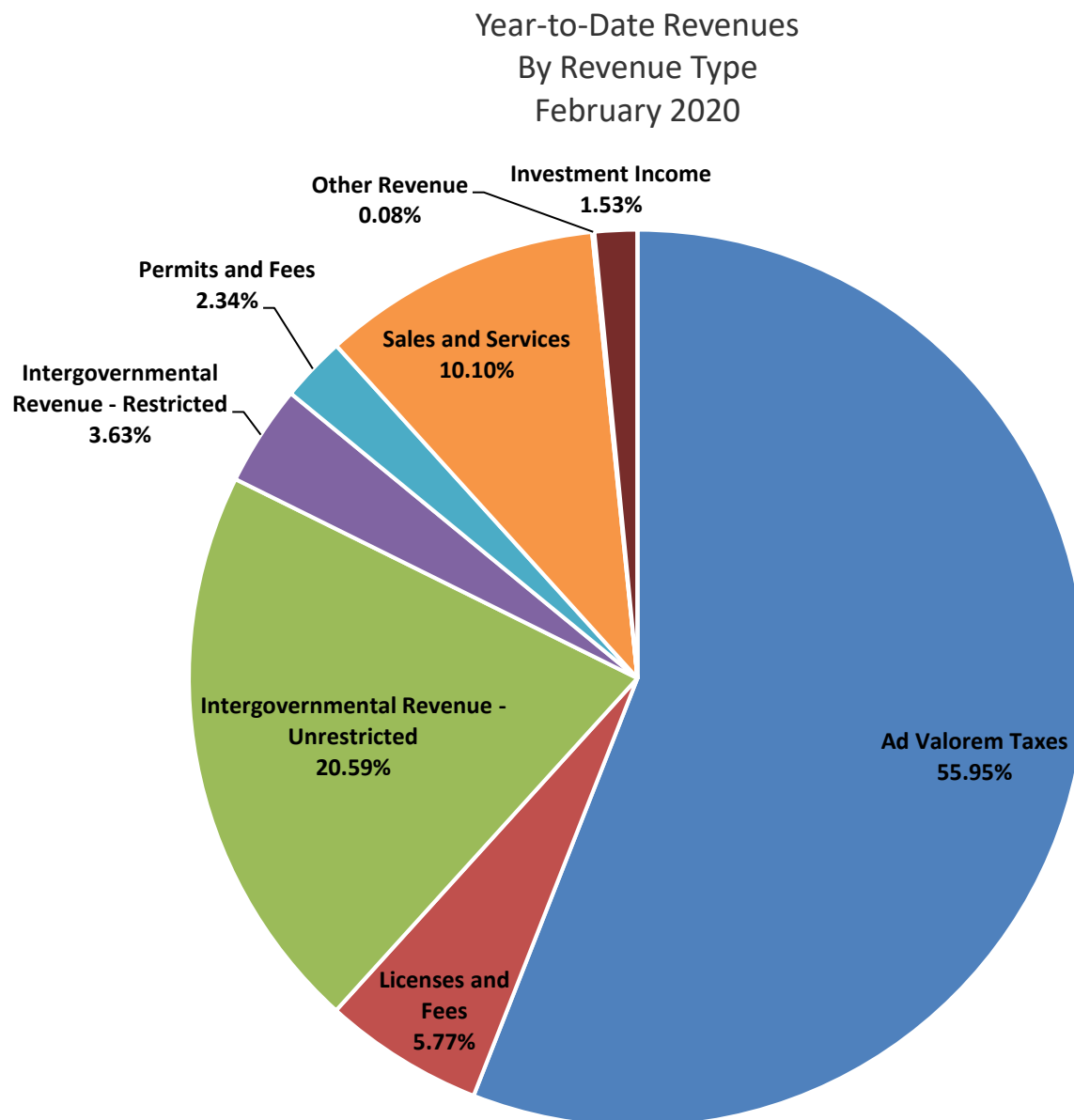
<i>DEPARTMENT</i>	<i>ACCOUNT</i>	<i>ADOPTED BUDGET</i>	<i>AMENDED BUDGET</i>	<i>Y-T-D EXPENSES</i>	<i>PERCENTAGE</i>
Governing Body	10-410	\$100,200	\$100,200	\$61,023	60.90%
Administration	10-420	\$380,900	\$380,900	\$242,327	63.62%
Information Technology	10-430	\$160,760	\$160,760	\$52,992	32.96%
Finance	10-440	\$333,100	\$333,100	\$210,932	63.32%
Economic Development	10-450	\$48,600	\$48,600	\$68,361	140.66%
Planning	10-490	\$422,200	\$422,200	\$273,919	64.88%
Public Buildings & Grounds	10-500	\$350,840	\$1,150,840	\$232,714	20.22%
Police - Law Enforcement	10-510	\$1,923,014	\$1,923,014	\$975,676	50.74%
Fire Services	10-530	\$4,900	\$4,900	\$1,218	24.85%
Public Works	10-560	\$1,906,710	\$1,906,710	\$1,416,447	74.29%
Powell Bill	10-570	\$175,000	\$175,000	\$41,241	23.57%
Parks & Recreation	10-620	\$795,377	\$795,377	\$465,228	58.49%
Non-Departmental	10-660	\$923,665	\$923,665	\$693,452	75.08%
Special Appropriation	10-690	\$2,500	\$2,500	\$2,750	110.00%
TOTAL		\$7,527,766	\$8,327,766	\$4,738,280	56.90%



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<i>CATEGORY</i>	<i>ADOPTED BUDGET</i>	<i>AMENDED BUDGET</i>	<i>Y-T-D REVENUES</i>	<i>PERCENTAGE</i>
Ad Valorem Taxes	\$3,252,300	\$3,252,300	\$3,340,316	102.71%
Licenses and Fees	\$426,200	\$426,200	\$344,637	80.86%
Intergovernmental Revenue - Unrestricted	\$1,840,570	\$1,840,570	\$1,229,461	66.80%
Intergovernmental Revenue - Restricted	\$184,611	\$184,611	\$216,642	117.35%
Permits and Fees	\$164,950	\$164,950	\$139,808	84.76%
Sales and Services	\$864,015	\$864,015	\$602,679	69.75%
Other Revenue	\$3,000	\$3,000	\$4,884	162.80%
Investment Income	\$95,620	\$95,620	\$91,528	95.72%
Transfers - Fund Balance - Loan Proceeds	\$696,500	\$1,496,500	\$0	0.00%
TOTAL	\$7,527,766	\$8,327,766	\$5,969,956	79.31%

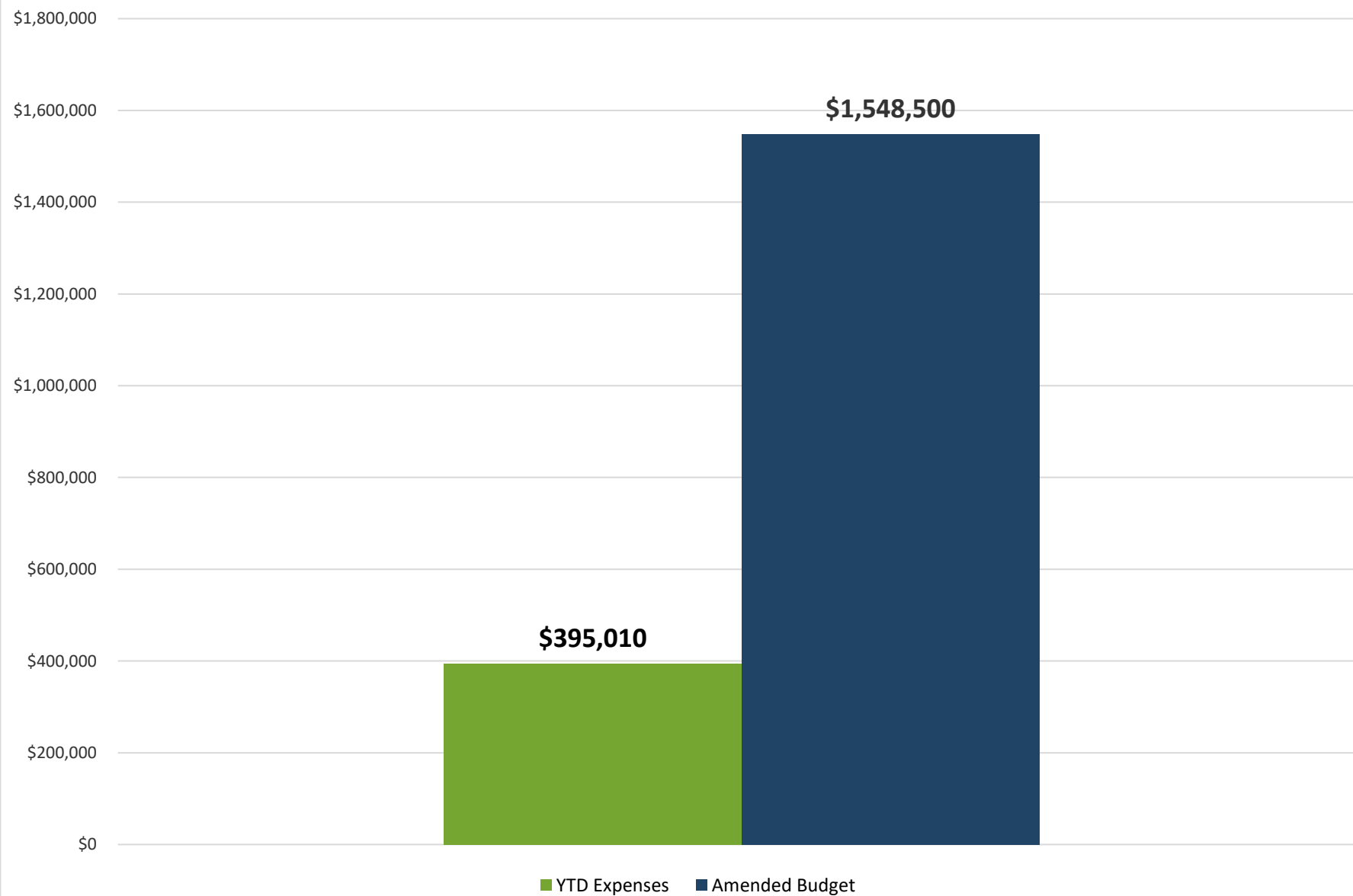


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<i>DEPARTMENT</i>	<i>ADOPTED BUDGET</i>	<i>AMENDED BUDGET</i>	<i>Y-T-D EXPENSES</i>	<i>PERCENTAGE</i>
Wendell Boulevard Sidewalk Project	\$185,000	\$185,000	\$126,097	68.16%
ADA Local Road Compliance	\$20,000	\$20,000	\$0	0.00%
Leaf Collector Truck	\$195,000	\$195,000	\$190,390	97.64%
Pickup Truck Replacement (Public Works) [Amended]	\$28,000	\$0	\$0	0.00%
Dump Truck (Public Works) [Amended]	\$0	\$60,000	\$62,595	104.33%
Mowers (Public Works)	\$17,000	\$17,000	\$15,072	88.66%
Police Vehicle Replacement Program	\$171,000	\$171,000	\$0	0.00%
Technology Replacement Program	\$15,000	\$15,000	\$856	5.71%
Wendell Park Improvements	\$25,500	\$25,500	\$0	0.00%
Comprehensive Land Use Plan Update	\$60,000	\$60,000	\$0	0.00%
Town Hall Project [Amended]	\$0	\$500,000	\$0	0.00%
Downtown Parking and Event Space [Amended]	\$0	\$300,000	\$0	0.00%
TOTAL	\$716,500	\$1,548,500	\$395,010	25.51%

Year-to-Date Capital Expenditures
February 2020



Administration

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Performance Measures	Feb-20	Year-to-Date
Percentage of agendas/packets distributed Wednesday prior to meeting	67%	89%
Percentage of minutes adopted without correction	100%	120%
Percentage of minutes completed within four days following meeting	0%	87%
Average work hours per set of minutes	6	4.2
Percentage of Board documents indexed and distributed within two days following Board	100%	99%
Percentage of nomination lists presented to the Board four weeks prior to expiration term	#DIV/0!	13%
Continue professional education and development to achieve clerk certification	In Progress	In Progress
Develop a communication plan to market Wendell to external interests and increase communication for internal interests	Completed	Completed
Develop and/or share new social media content for each department at least every other two weeks at least 95% of the time	100%	86%
Provide a weekly correspondence from management to the Commission at least 92% of the	250%	300%
Maintain a turnover rate of employees leaving the organization under 12%	0%	1%
Review and Update, as appropriate, at least 33% of the Town personnel policies	In Progress	In Progress
Complete a compensation and classification study and update all job descriptions	In Progress	In Progress
Certificates and courses taken by staff	0	7

Work Units	Feb-20	Year-to-Date
Meetings attended	3	18
Minutes drafted	1	15
Agendas developed	3	18
Number of citizen advisory boards	6	6
Number of members serving on all citizen advisory boards	35	35
Number of members with terms expiring	15	15
Number of letters to members with expiring terms	0	0
Number of weekly correspondences	15	93
Number of social media posts developed and shared	90	614
Website numbers	4800	43404
Social media numbers	139	1035
Total Social Media Posts - Administration	46	278
Total Social Media Posts - Finance	9	19
Total Social Media Posts - Planning	19	81
Total Social Media Posts - Police	3	88
Total Social Media Posts - Public Works	7	84
Total Social Media Posts - Parks and Recreation	5	35
Topic memos and correspondence to the Commission	15	109
Speaking engagements and civic organization participation	0	6
Number of employees	50	50
Leave days taken	83.2	673.7

Finance

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Performance Measures	Feb-20	Year-to-Date
FY 2020 Budget Award	Awarded	Awarded
FY 2019 CAFR	Submitted	Submitted
Accounts Payable accuracy of 90%	91.38%	92.82%
Payroll accuracy of 95%	100.00%	99.45%
Legal compliance of \$30,000+ acquisitions of 100%	N/A	100.00%
Certificates and courses taken by staff	0	1

Work Units	Feb-20	Year-to-Date
Accounts Payable volume	116	905
Payrolls prepared and processed	126	1096
Number of \$30,000+ acquisitions made	0	2

Planning

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Performance Measures	Feb-20	Year-to-Date
Update Comprehensive Plan - Establish core elements to be included	In Progress	In Progress
Update Comprehensive Plan - Identify and select preferred consultant to assist with update	Completed	Completed
Update Comprehensive Plan - Engage community in series of visioning workshops	In Progress	In Progress
Update Comprehensive Plan - Adopt updated plan within 2 years	In Progress	In Progress
Adoption of Town-Initiated Text Amendments - Establish annual schedule for Town-initiated text amendments	In Progress	In Progress
Adoption of Town-Initiated Text Amendments - Adopt a minimum of 5 identified amendments	1	5
Adopt UDO amendments related to uses in the Downtown as identified through the NC Dept. of Commerce engagement meetings by the end of FY 2020 Q1	Not Started	Not Started
Schedule building plan review and complete zoning review within 7 calendar days of submittal	15%	54%
Residential trade permits ready to issue within 48 hours of submittal	50%	58%
Commercial trade permits ready to issue within 7 calendar days of submittal	100%	60%
Have a Planning Department representative in attendance for at least 75 percent of all Technical Coordinating Committee, Wake County Economic Development Partner, and Community Development Block Grant meetings	100%	92%
Have a Planning Department representative present at all Complete Count Committee meetings	100%	100%
Provide financial support for marketing efforts for Complete Count Committee	Yes	Yes
Have a Planning Department representative present at all quarterly update meetings hosted by Newland Communities	100%	100%
Establish a downtown vacant property index for inclusion on the Town website by the end of FY 2020 Q1	Not Started	Not Started
Adopt an updated economic development strategic plan by the end of FY 2020 Q2	Completed	Completed
Submit a RFP for an environmental and design study to be conducted for a proposed sidewalk project along Wendell Boulevard between Wendell Elementary and the Food Lion shopping center	Completed	Completed
Select a project consultant and complete the design study by the end of FY 2020	Design Study In Progress	Design Study In Progress
Bring a summarized report of Neighborhood Meeting requirements employed by comparable communities by the end of FY 2020 Q3	Not Started	Not Started
Develop a list of procedural improvements for consideration and potential incorporation into Wendell's procedures by the end of FY 2020 Q3	In Progress	In Progress
Finalize a Wendell Development FAQ document for distribution by the end of FY 2020 Q2	Not Started	Not Started
Planning Director to attend the NC APA conference in Wilmington, NC (October 8-11)	Attended	Attended
Planner I to complete the 'Foundations in Planning and Development Regulations' course offered by the UNC School of Government (September 2019)	Attended	Attended
Planner I to complete the 'Zoning Practice' course offered by the UNC School of Government (October 2019)	Attended	Attended
Attendance by 1 staff member at the 2020 Main Street Conference (March 10-12)	Attended	Attended
Certificates and courses taken by staff	4	14
Work Units	Feb-20	Year-to-Date
New home permits issued	27	204
Residential trade permits issued	8	96
Commercial trade permits issued	1	10

Police

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Performance Measures	Feb-20	Year-to-Date
Maintain a 90th percentile response time from time dispatched until on scene of 7 minutes		71%
Establish a core team tasked to investigate CALEA accreditation	In Progress	In Progress
Guide the organization to meet CALEA standards within 3 years of signing CALEA contract	Not Started	Not Started
Post at least one public awareness informational notice per week onto the approved social media/websites (Average posts per week)	1.00	1.7
Participate in a minimum of 12 community events per year which are focused on education, understanding, and partnering across the diverse greater Wendell Community	2	12
Submit a completed review of the Career Development Program to include any proposed changes for consideration by March 2020	Not Started	Not Started
Establish a Community Engaged Policing training program guiding document that includes needs assessments, recommended training by position, and methods to adjust as needed to be published by January 2020	Not Started	Not Started
Implement Community Engaged Policing training program by July 2020	Not Started	Not Started
Attend a minimum of one criminal justice leadership/supervisory-based training by each manager/supervisor annually	0%	85.7%
Establish a recruitment team tasked with development and implementation of a published recruitment plan, benchmarks, and a reporting process to determine effectiveness by November 2019	In Progress	In Progress
Assign at least two officers per year to attend formal Crisis Intervention Training	0	0
Identify and provide public access to a Wake County relevant published resource referral guide to ensure persons in crisis can be directed to appropriate agencies that can best address their needs by December 2019	In Progress	In Progress
Increase agency-initiated drug investigations by 25%	50%	50%

Work Units	Feb-20	Year-to-Date
Call volume	458	3207
90th Percentile Response Time (In Minutes)		6.87

Public Works

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Performance Measures	Feb-20	Year-to-Date
Provided weekly leaf/limb removal	Yes	100%
Completed leaf/limb route	100%	94%
Provide monthly street clearing for all Town-maintained roads	Yes	63%
Provide downtown street clearing 2x month	100%	100%
Code Enforcement requests answered within 2 business days	100%	100%
Inspect all Town sidewalks for maintenance needs 2x per year	#2 In Progress	#2 In Progress
Establish a sidewalk maintenance and replacement plan by the end of FY 2020 Q2	In Progress	In Progress
Complete a monthly street condition inspection 92% of the time	Yes	100%
Fill potholes within 1 week 92% of the time	100%	100%
Acquire engineering services to prepare a street resurfacing priority list by the end of FY 2020 Q1	In Progress	In Progress
Clean all stormwater catch basins annually 100% of the time	Completed	Completed
Complete monthly street light inspections 92% of the time	Yes	75%
Correct normal street light deficiencies within 3 weeks 92% of the time	100%	100%
Complete monthly needs and safety inspections for all buildings and grounds	Yes	100%
Complete all Town construction projects on time	100%	100%
Complete all Town construction projects within budget	100%	100%
Conduct mowing, landscaping, and weekly maintenance 85% of the time (In Season)	N/A	88%
Conduct maintenance inspection for Town Square and streetscape 2x per year	#2 In Progress	#2 In Progress
Make needed Town Square/Streetscape repairs within 30 days 92% of the time	100%	100%
Complete all vehicle and equipment service inspections weekly 98% of the time	Yes	100%
Conduct a maintenance inspection within 1 week following use for heavy equipment 100% of the time	Yes	100%
Maintain safety certifications for all employees, as applicable, 100% of the time	Yes	100%
Provide training opportunities for all employees related to safety, equipment uses, and customer service at least 92% of the time	Yes	100%
Certificates and courses taken by staff	10	35

Work Units	Feb-20	Year-to-Date
Total yards of debris collected from leaf, limb, and street clearing	777.5	9560
Number of code violations	75	533
Number of inspections for driveways, foundations, and final certificates of occupancy	82	924
Total miles of Town sidewalk maintained	30	30
Total miles of Town streets maintained	28.38	28.38
Total linear feet of known stormwater pipes (public and private)		
Total number of public streetlights	863	863
Number of facilities maintained	5	5
Square feet of facilities maintained	45151	45151
Work hours needed to complete the landscaping route	344	232.25
Total facility work orders	13	53
Total grounds work orders	45	58
Number of vehicles and equipment maintained	34	34
Total cost of vehicle maintenance	\$ 8,799.81	\$ 29,920.53
Total cost of equipment maintenance	\$ 1,852.97	\$ 23,743.98
Number of wrecks and incidents	0	2

Parks and Recreation

Item 4a

Performance Measures	Feb-20	Year-to-Date
Increase participation by 2%	6%	9%
Demonstrate that program offerings are inclusive and diverse	5	4.5
Complete checklists for facilities and equipment with appropriate actions taken at least 95% of the time	100%	100%
Complete an evaluation of all special events to establish baseline town resource requirements	Completed	Completed
Increase rough attendance estimates for special events by 3%	-20%	42%
Complete the Comprehensive Parks and Recreation Master Plan	Completed	Completed
Identify initial implementation steps for inclusion in future budgets	Yes	Yes
Certificates and courses taken by staff	1	3

Work Units	Feb-20	Year-to-Date
Total program registrations	1506	7754
Total number of programs	14	92
Total facility and equipment inspections performed	62	484
Number of events managed	1	7
Attendance estimates for events	200	7297
Number of community/social media posts	25	183

Date: April 27, 2020

Item# 4b

Item Title:

Blueprint Wendell 2030 Comprehensive Plan Presentation.

Report to the Board of Commissioners:

Monday, April 27, 2020

Specific Action Requested:

Receive presentation introducing the Blueprint Wendell 2030 Comprehensive Plan process.

Item Summary:

Staff will share a PowerPoint video presentation prepared by the consultants, Meg Nealon and Scott Lane, to introduce Comprehensive Planning and the process the Town will use to develop a new plan to guide community growth.

Attachments:

None

Item Title:

Rezoning requested by Josh Lambert of Strong Rock Development Company to rezone approximately 1.06 acres of property located at 0 East Fourth Street within the parcels identified by PIN #1784-80-2530 and PIN #1784-80-3458 from Residential 3 (R3) to a Neighborhood Center Conditional District (NC-CD).

Report to the Board of Commissioners:

Monday, April 27, 2020 – Public Hearing and Decision

Report to the Planning Board:

Monday, February 17, 2020

Monday, December 16, 2019 (Introduction- No Action)

Specific Action Requested:

Hold a public hearing on the proposed NC conditional district request and motion adopting the attached ordinance to rezone the described area, subject to conditions and in conformance with the associated Master Plan.

Applicant:

Josh Lambert, Strong Rock Development Company

Petition:

The applicant has requested to create an NC conditional district for 1.06 acres of property within the parcel identified by PINS #1784-80-2530 & #1784-80-3458. The proposed conditional district consists of residential townhome dwelling units.

Item Summary:

The applicant's proposed conditional district will feature 9 townhomes. This project is located on East Fourth Street, between N Hollybrook Rd and N Selma Rd. The NC Conditional District is being proposed to be consistent with the Town Framework Plan and to allow for a mix of housing types within the downtown.

The overall site plan is included as Attachment A (Along with a link to the full Master Plan for download).

Purpose of a Conditional District:

The purpose of the Conditional Districts (CD) is to provide an alternative means of land development and an alternative zoning procedure that may be used to establish residential, commercial, and industrial Conditional Districts at appropriate locations and in accordance with the planning and development objectives of the Town.

A CD may depart from the strict application of the requirements of the town's general zoning districts. The CD alternative may allow uses which are not specially allowed in standard zoning districts. A primary purpose of this section is to provide standards by which such flexibility may be achieved while maintaining and protecting the public health, safety and welfare of citizens. In this case, no alternative uses, or lot dimensions standards have been proposed by the applicant.

A second purpose of the conditional district is to establish a more complete living and working environment through the application of enlightened and imaginative approaches to community planning and property design. A CD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development, and the protection of existing and future adjacent development.

The provisions of the CD Master Plan shall replace all conflicting development regulations set forth in this Ordinance which would otherwise apply to the development site. The Planning Board may recommend, and the Board of Commissioners may attach reasonable and appropriate conditions including, but not limited to, the location, nature, hours of operation, and extent of the proposed use(s). Conditions and site-specific standards shall be limited to those that address conformance of the development and use of the site to this Ordinance and officially adopted plans and those standards and conditions that address the impacts reasonably expected to be generated by the development and use of the site.

Location and History:

This property is currently located in the Town of Wendell city limits and is zoned Residential-3 (R3). The site is three blocks from Main Street and walkable to the downtown core. The parcels have been vacant for many decades.

Project Profile:

Property Location:	0 East Fourth Street
Wake County PIN:	1784-80-2530 & 1784-80-3458
Current Zoning District:	R3 (Residential-3)
Cross References:	NA
Property Owner:	Connie Murray 3213 Leonard Rd. Knightdale, NC 27545
Applicant:	Josh Lambert, Strong Rock Development Company

205 S Fuquay Ave
Fuquay-Varina, NC 27526

Property Size: 1.06 acres
Current Land Use: Vacant
Proposed Land Use: Residential

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Residential	R3
South	Vacant	M&I
East	Residential	R3
West	Residential/Vacant	R3

Current Zoning Map



Proposed Conditional District Conditions:

The applicant is proposing 10 conditions for the proposed CD, as follows:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter and accent colors complementing the siding color, for the whole development.
4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
5. There shall be a variable width landscaped buffer to the north with a minimum dimension of 15 ft.
6. A 15 ft. landscape perimeter buffer shall be provided along the northwest corner properties per feedback from the NC State Historic Preservation Office (SHPO).
7. All units shall be solely rear loaded.
8. The development will include a dedicated, walk-up mail kiosk for the residents.
9. Pedestrian wayfinding (signage) shall be included for the pocket park and open space access.
10. Landscape buffer along western property line is not required.

Applicant's Justification:

Rezoning this site is reasonable and justified due to the following reasons:

1. Rezoning is consistent with the Town of Wendell Comprehensive Land Use Plan. This area is currently identified as Neighborhood Center. The requested rezoning to NC-CD will be consistent with this land use plan.
2. The proposed Townhouses will be an attractive use of this currently vacant property and will provide the residents a convenient location to the downtown Wendell location, within walking distance.

Public Utilities:

Development of this site will connect to the existing city water and sewer located in East Fourth Street. A waterline will be extended from the street to the guest parking area behind the timelines to install another hydrant.

Streets:

The applicant will be responsible for making the required improvements which include sidewalk, landscape area and curb and gutter.

Phasing:

The applicant anticipates that the nine townhome dwelling units would be built together, and no phasing would occur.

Comprehensive Plan:

The Wendell Comprehensive Plan defines the subject property as being within the S-6 Infill/Redevelopment Sector, Village/Town Center and Neighborhood Center.

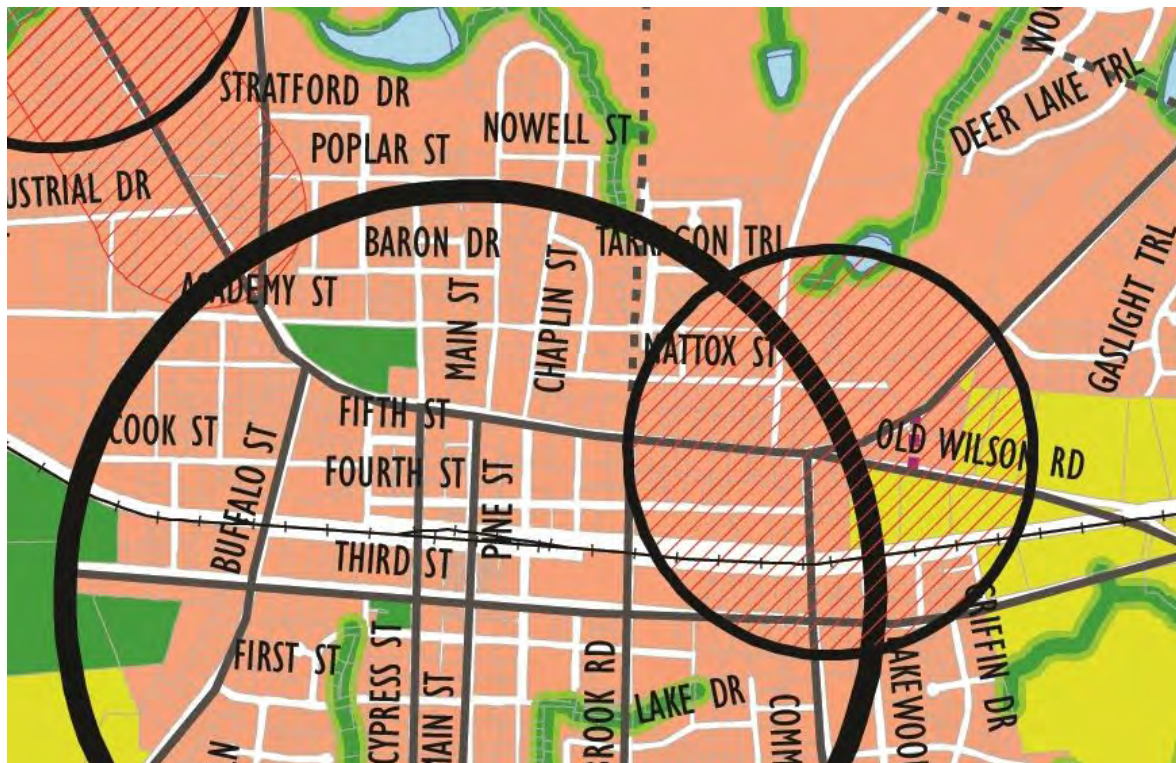
The Comprehensive Plan describes the S-6 Sector as existing urban/suburban development with a dense street grid which includes areas around the historic downtown core. These areas are already urbanized and well served with infrastructure (roads, utilities, etc.) and access to services and amenities. 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 following development types and uses are appropriate for the S-6 sector: neighborhoods, downtowns, single-family and multi-family residential, commercial uses (retail and office), civic uses and light industrial uses.

Village and Town Centers are “mixed-use activity centers with employment and commercial uses that attract people from beyond the immediate neighborhoods and from surrounding communities. These centers are appropriate for the area’s highest density housing.

Neighborhood centers are “intended to be mixed-use activity centers serving surrounding neighborhoods with retail, services, civic uses, and higher density housing.”

The proposed development on the site meets the appropriate uses.



TRC Review:

The Technical Review Committee (TRC) recommended the current design layout versus the first submittal which had a local dead-end street proposed. The applicant added guest parking and a fire hydrant towards the rear of the property based on TRC feedback. The site layout would take advantage of existing utilities within Fourth Street. The garages would be in the rear of the townhomes and not visible from the street.

Planning Board Recommendation:

At their February 17, 2020 meeting, the Planning Board voted 7-0 in favor of the requested conditional district.

Voting in Favor: Jonathan Olsen, Alan Swaim, Jimmena Huffman-Hall, Michael Firstbrook, Levin Jones, Brett Hennington and Ryan Zakany.

Voting Against: None

Absent: Victoria Curtis

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.
 - In Staff's opinion, the requested conditional district is generally consistent with the recommended uses and development types outlined in the Wendell Comprehensive Land Use Plan for the S-6 sector and reasonable due to its proximity to the Downtown Core.

Staff Recommendation:

Staff recommends approval of the proposed Master Plan

Attachments:

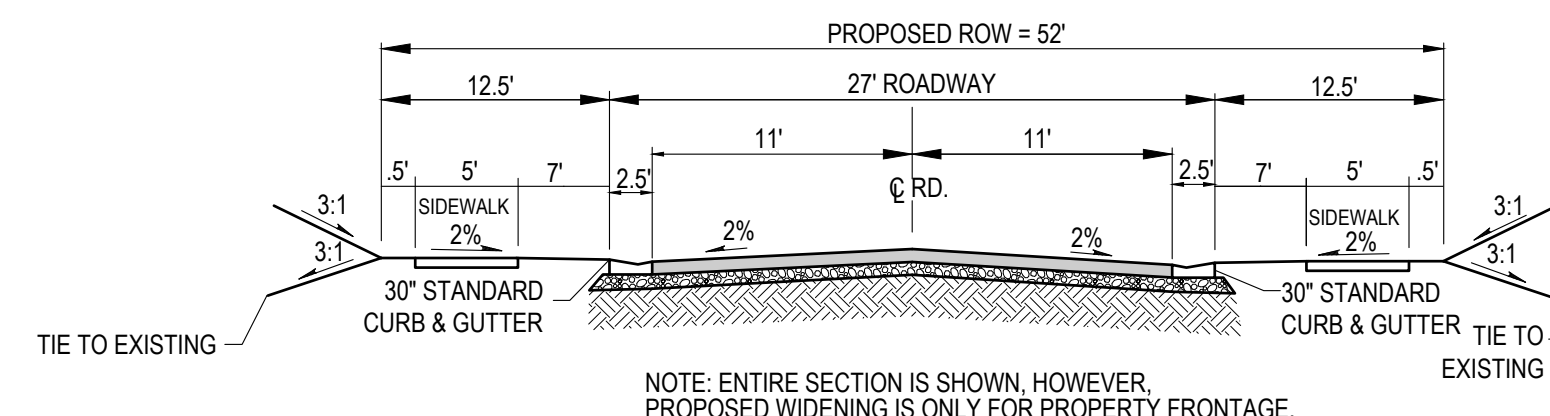
- A. Overall Site Plan
 - a) Full Master Plan Link:
<https://nmcdr.io/e186d21f8c7946a19faed23c3da2f0da/3834b95a93b14b3689a528c1f97c5d69/files/2019-046-Ellis-Development-4th-Street-Master-Plan.pdf>
- B. Ordinance for Adoption
- C. Applicant's conditions

SITE NOTES:

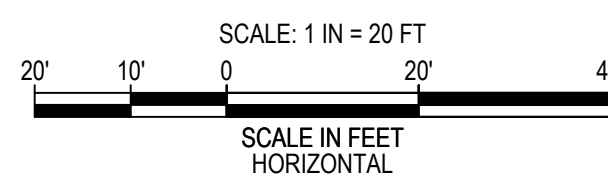
- ALL CONSTRUCTION SHALL BE PER TOWN OF WENDELL STANDARDS AND SPECIFICATIONS.
- ALL DIMENSIONS ARE IN FEET AND TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL SITE ELEMENTS ARE PERPENDICULAR TO EACH OTHER UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, RIGHT-OF-WAYS AND UTILITIES, PUBLIC OR PRIVATE, BEFORE WORKING IN THESE AREAS.
- PROTECT ALL PROPERTY MONUMENTS AND PINS. MONUMENTS AND PINS THAT WILL BE DISTURBED DURING CONSTRUCTION SHALL BE REFERENCED AND REPLACED BY A LICENSED LAND SURVEYOR AT THE COST OF THE CONTRACTOR.
- CONTRACTOR SHALL MAINTAIN THE SITE IN SUCH A MANNER THAT WORKMEN AND THE PUBLIC WILL BE PROTECTED FROM INJURY AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
- CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT AND AT LEAST ONCE A WEEK DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL DUE TO CONSTRUCTION OPERATIONS. ALL STREET SURFACES, UTILITY POLES, CULVERTS, DITCHES, CURB AND GUTTER OR OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATIONS.
- IF DEPARTURES FROM THE DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREOF SHALL BE SUBMITTED IN WRITING TO THE FACILITY DESIGNER FOR REVIEW. NO DEPARTURES FROM THE CONTRACT DOCUMENTS WILL BE ALLOWED WITHOUT APPROVAL BY THE FACILITY DESIGNER.
- ANY AND ALL QUANTITIES SHOWN OR IMPLIED ON THE PLANS ARE FOR ESTIMATION PURPOSES ONLY.
- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
- ENTRY SIGNS SHALL BE LOCATED IN A DEDICATED EASEMENT. SIGN MUST REMAIN OUT OF SIGHT TRIANGLES AS SHOWN ON PLANS.
- ALL ASPHALT EDGES SHALL BE SAW CUT TO PROVIDE A GOOD LONGITUDINAL JOINT. MILL 1.5 FEET @ 1.5 INCHES DEEP MINIMUM TO PROVIDE A LONGITUDINAL LAP JOIN FOR FINAL SURFACE LAYER. NO MILLING SHALL BE LEFT FOR A PERIOD OF TIME GREATER THAN 48 HOURS BEFORE A STREET IS TO BE PAVED OR RESURFACED.
- COMMON OPEN SPACE SHALL BE OWNED & MAINTAINED BY HOMEOWNERS ASSOCIATION.
- ANY SPECIALITY STREET SIGNS INCLUDING POSTS SHALL BE SUBMITTED TO THE TOWN OF WENDELL FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- ALL PUBLIC AND PRIVATE EASEMENTS SHALL BE RECORDED AS PART OF THE FINAL PLAT OF THE SUBDIVISION. EASEMENTS BASED OF CENTER OF UTILITY OR PIPE SHALL BE PER AS-BUILT LOCATIONS.
- AREAS OF PARENT PARCEL THAT ARE NOT SUBDIVIDED TO CREATE SINGLE FAMILY RESIDENTIAL LOTS ARE TO REMAIN AS ONE PARCEL TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OF THE NEIGHBORHOOD.

LEGEND:

	STREET LIGHT
	SIGN
	WHEELCHAIR RAMP
	CLUSTER MAILBOX UNIT
	ROADWAY CENTER LINE
	LOT LINE
	RIGHT OF WAY LINE
	SETBACK LINE
	SCM LIMITS
	STREET TREE EASEMENT
	UTILITY/STORM EASEMENT
	VALLEY CURB & GUTTER
	STANDARD CURB & GUTTER
	SPILL CURB & GUTTER



1 E. 4TH STREET WIDENING
C-03 SCALE: NTS



Z:\PROJECTS\FOLDER\ZEBU\CON\2019\2019-046 ELLIS DEV - E 4TH ST - WENDELL PLANS MASTER PLAN SHEET FILESC403 SITE LAYOUT DWG
PLOTTED: 3/6/2020 3:48 PM

CHRISTOPHER B. MURRAY
PIN: 1784-80-2609
D.B. 19065, PG 882
B.M. 1989, PG 1354
USE=RESIDENTIAL
ZONING=R3

AUBREY S. & ANN KNOTT
BAYNES
PIN: 1784-80-1618
D.B. 3334, PG 687
USE=RESIDENTIAL
ZONING=R3

CRAIG HYMAN
PIN: 1784-80-0566
D.B. 17446, PG 1611
B.M. 1926, PG 133
USE=RESIDENTIAL
ZONING=R3

HEIRS OF JOHN
RICHARDSON
PIN: 1784-80-0571
D.B. 14-E, PG 2651
USE=RESIDENTIAL
ZONING=R3

HEIRS OF JOHN
RICHARDSON
PIN: 1784-80-0475
D.B. 14-E, PG 2651
USE=VACANT
ZONING=R3

DILLON EUGENE PARKER &
ERIN LEIGH PIOTRKOSKI
PIN: 1784-80-2676
D.B. 17463, PG 684
B.M. 2016, PG 206
USE=RESIDENTIAL
ZONING=R3

BRANDIE LEANN BEEBE
PIN: 1784-80-3625
D.B. 17462, PG 204
B.M. 2016, PG 206
USE=RESIDENTIAL
ZONING=R3

JOSH RAY JR. MILLS &
AYANNA NINO BLEVINS
PIN: 1784-80-3635
D.B. 17358, PG 2749
B.M. 2016, PG 206
USE=VACANT
ZONING=R3

FLOYD EVAN &
MAKAELA CHRISTINE WOOD
PIN: 1784-80-4644
D.B. 17256, PG 1001
B.M. 2016, PG 206
USE=VACANT
ZONING=R3

PHILLIP HARRIS
PIN: 1784-80-4446
D.B. 17057, PG 342
USE=RESIDENTIAL
ZONING=R3

TUTTLE, JUNE W.
PIN: 1784-80-2245
D.B. 000471, PG 00-E
USE=VACANT
ZONING=MI

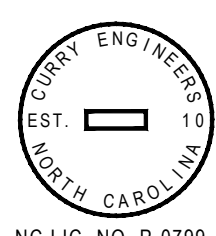
REVISIONS	
1	1/7/2020 REV. PER TRC COMMENTS
2	2/6/2020 REV. PER TRC COMMENTS
3	2/26/2020 REV. PER TRC COMMENTS
STATUS	
FOR REVIEW ONLY	
NOT FOR CONSTRUCTION	
DATE: NOVEMBER 4, 2019	HORIZ. SCALE: 1" = 20'
FILE NO: 2019-046	ORIG. SHEET SIZE: 24 x 36

PROFESSIONAL'S SEAL



CONSULTANT

Curry
ENGINEERING



(919) 552-0848 205 S. Fuquay Avenue
F (919) 552-2043 Fuquay-Varina, NC 27526

CLIENT

Strong Rock Development Company/Ellis Developments
205 S. Fuquay Ave.
Fuquay-Varina, NC 27526
919.770.4174 (c)
Contact: Josh Lambert
josh@strongrockdev.com

MASTER PLAN

ELLIS DEVELOPMENT - 4TH ST. TOWNHOMES

SITE LAYOUT

C-03

ORD # 0-08-2020
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 create the NC Conditional District (NC-CD19-06) for the property described below, said property formerly being zoned Residential-3 (R3); and

WHEREAS said property is owned by Connie Murray; 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 Wake Weekly, 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 160A-384 of the General Statutes; and

WHEREAS the said public hearing was actually conducted at 7:00 p.m. on April 27, 2020 at the 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 the NC Conditional District (NC-CD19-06) 1.06 acres of property identified by PINs #1784-80-2530 & #1784-80-3458.

SECTION 2. The requested zoning map amendment for the parcel within the rezoning area identified as CD19-06 from R3 to NC-CD19-06, due to the nature of the surrounding land uses and its consistency with the types and nature of uses described in the S-6 Sector, is found to be reasonable and consistent with the recommendation of the Wendell Comprehensive Land Use Plan.

SECTION 4. 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 5. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED the 27th Day of April 2020

(Town Seal)

Virginia Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, Town Clerk

James P. Cauley III, Town Attorney

Proposed Conditional District Conditions:

The applicant is proposing 10 conditions for the proposed CD, as follows:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter and accent colors complementing the siding color, for the whole development.
4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
5. There shall be a variable width landscaped buffer to the north with a minimum dimension of 15 ft.
6. A 15 ft. landscape perimeter buffer shall be provided along the northwest corner properties per feedback from the NC State Historic Preservation Office (SHPO).
7. All units shall be solely rear loaded.
8. The development will include a dedicated, walk-up mail kiosk for the residents.
9. Pedestrian wayfinding (signage) shall be included for the pocket park and open space access.
10. Landscape buffer along western property line is not required.

Item Title:

Rezoning request by Josh Lambert of Strong Rock Development Company to rezone approximately 15.79 acres of property located at 941 Wendell Falls Parkway within the parcel identified by PIN #1783-17-8750 from Rural Agricultural (RA) to a Neighborhood Center Conditional District (NC-CD).

Report to the Board of Commissioners:

Monday, April 27, 2020

Report to the Planning Board:

Monday, February 17, 2020

Monday, December 16, 2019 (Introduction- No Action)

Specific Action Requested:

Hold a public hearing on the proposed NC conditional district request and Motion adopting the attached ordinance to rezone the described area, subject to conditions and in conformance with the associated Master Plan.

Applicant:

Josh Lambert, Strong Rock Development Company

Petition:

The applicant has requested to create an NC (Neighborhood Center) conditional district for 15.79 acres of property within the parcel identified by PINS #1783-17-8750. The proposed conditional district consists of residential townhome dwelling units.

Item Summary:

The applicant's proposed conditional district will feature 75 townhomes. This project is located on Wendell Falls Parkway adjacent to the Wendell Country Club golf course. The NC Conditional District is being proposed to be consistent with the Town Framework Plan and to allow for a mix of housing types due to its proximity to Wendell Falls Parkway and the golf course.

The overall site plan is included as Attachment A (Along with a link to the full Master Plan for download).

Amenities include a fully active park space near the mail kiosk in the middle of the neighborhood as well as a 10-foot-wide multi-use path that extends along Wendell Falls Parkway.

The applicant voluntarily conducted a neighborhood meeting with adjacent property owners that was held at the Wendell Community Center.

Purpose of a Conditional District:

The purpose of the Conditional Districts (CD) is to provide an alternative means of land development and an alternative zoning procedure that may be used to establish residential, commercial, and industrial Conditional Districts at appropriate locations and in accordance with the planning and development objectives of the Town.

A CD may depart from the strict application of the requirements of the town's general zoning districts. The CD alternative may allow uses which are not specially allowed in standard zoning districts. A primary purpose of this section is to provide standards by which such flexibility may be achieved while maintaining and protecting the public health, safety and welfare of citizens. In this case, no alternative uses, or lot dimensions standards have been proposed by the applicant.

A second purpose of the conditional district is to establish a more complete living and working environment through the application of enlightened and imaginative approaches to community planning and property design. A CD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economical development, and the protection of existing and future adjacent development.

The provisions of the CD Master Plan shall replace all conflicting development regulations set forth in this Ordinance which would otherwise apply to the development site. The Planning Board may recommend, and the Board of Commissioners may attach reasonable and appropriate conditions including, but not limited to, the location, nature, hours of operation, and extent of the proposed use(s). Conditions and site-specific standards shall be limited to those that address conformance of the development and use of the site to this Ordinance and officially adopted plans and those standards and conditions that address the impacts reasonably expected to be generated by the development and use of the site.

Location and History:

This property is currently located in the Town of Wendell extra-territorial jurisdiction (ETJ) and is zoned Residential-Agricultural (RA). The parcels have been vacant for the last twenty years but previously contains residences and farm buildings.

Project Profile:

Property Location:	941 Wendell Falls Parkway
Wake County PIN:	1783-17-8750
Current Zoning District:	RA (Residential-Agricultural)
Cross References:	NA

Property Owner: Jackie F Smith Revocable Living Trust
 June May Heirs Fowler
 8821 Cypress Lakes Drive, Villa 403
 Raleigh, NC 27615-2133

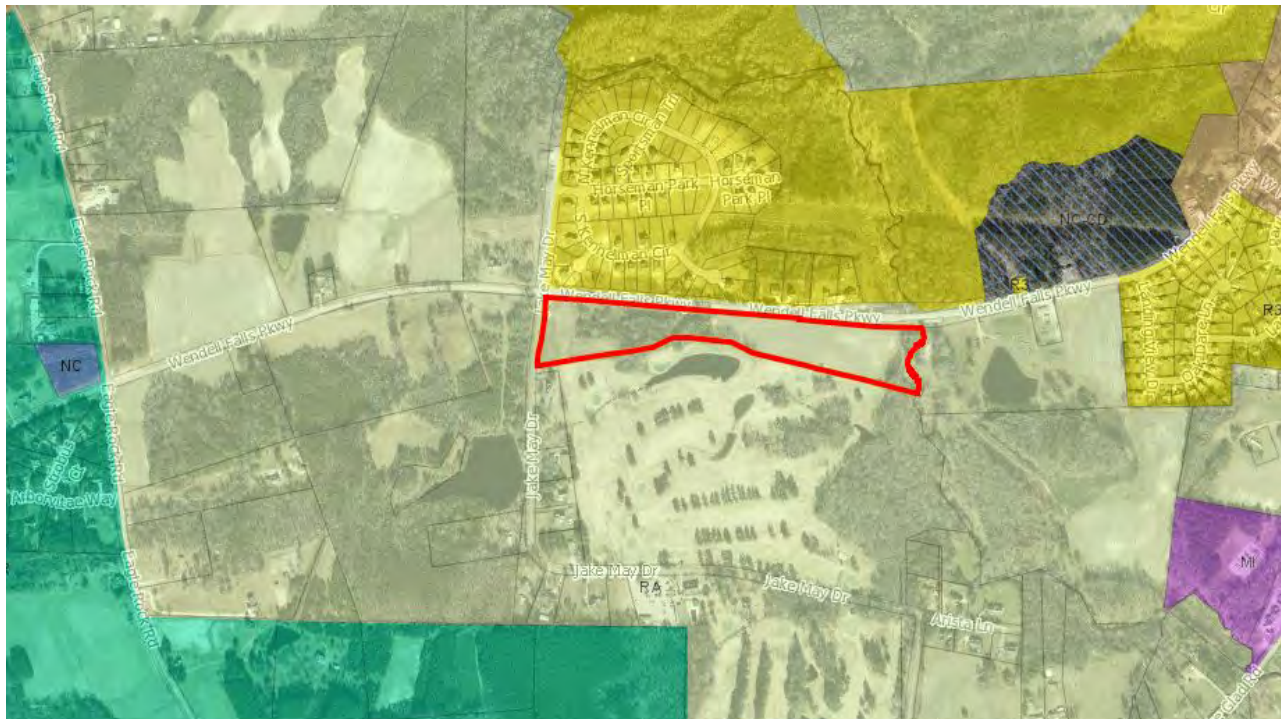
Applicant: Josh Lambert, Strong Rock Development Company
 205 S Fuquay Ave
 Fuquay-Varina, NC 27526

Property Size: 15.79 acres
 Current Land Use: Vacant
 Proposed Land Use: Residential

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Residential	R3
South	Recreational	RA
East	Residential/Agricultural	RA
West	Vacant	RA

Current Zoning Map



Proposed Conditional District Conditions:

The applicant is proposing 6 conditions for the proposed CD, as follows:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter and accent colors complementing the siding color, for the whole development.
4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
5. All units will be solely front-loaded.
6. Landscape buffer along southern property line at golf course is not required.

Applicant's Justification:

Rezoning this site is reasonable and justified due to the following reasons:

1. Rezoning is consistent with the Town of Wendell Comprehensive Land Use Plan. This area is currently identified as Controlled Growth Area. The requested rezoning to NC-CD will be consistent with this land use plan.
2. The proposed Townhouses will be an attractive use of this currently vacant property, being adjacent to the Wendell Country Club and Golf Course. This development will provide the residents a convenient location not far from downtown Wendell.

Public Utilities:

Development of this site will require connection to city water and sewer which is available nearby and will need to be annexed. The applicant has petitioned for annexation.

Streets:

The applicant will be responsible for making the required improvements which include sidewalk, bike lanes, landscape area and curb and gutter.

Phasing:

The applicant has not indicated that there will be phasing on this project.

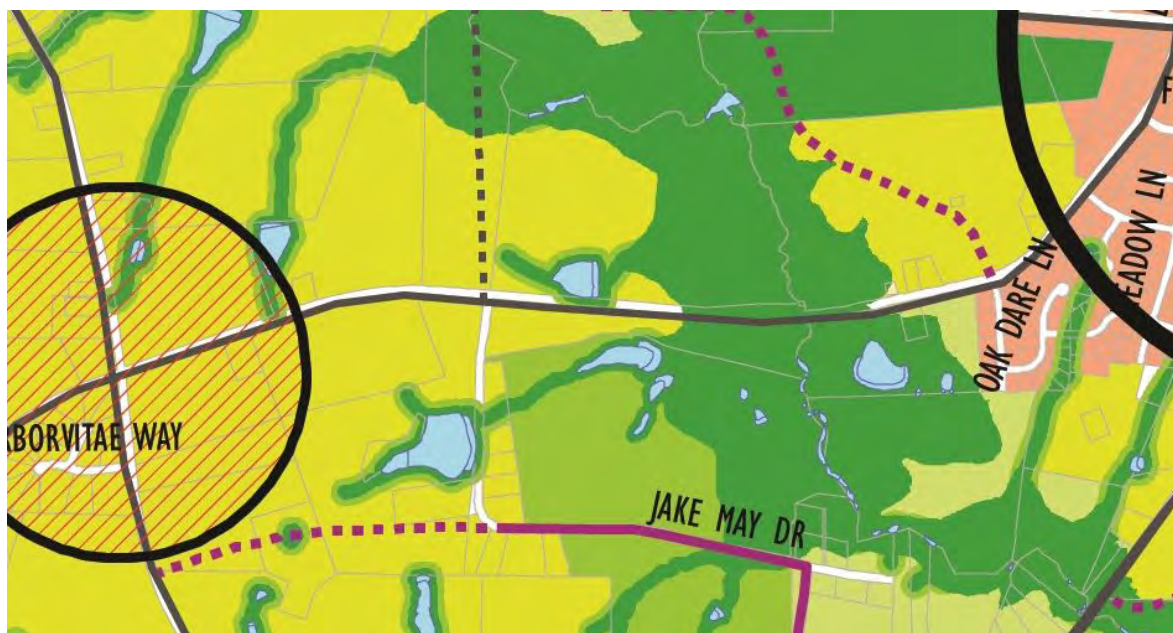
Comprehensive Plan:

The Wendell Comprehensive Plan defines the subject property as being within the S-4 Controlled Growth Sector.

The Comprehensive Plan states that S-4 areas “are typically close to thoroughfares and at key cross-road locations. This sector is where moderate intensity new development is appropriate and where the majority of the community’s new growth should occur. The typically envisioned community type for S-4 is a traditional neighborhood development (TND), which includes neighborhood serving commercial and civic uses surrounded by a mix of housing types that decrease in density as they get farther away from the commercial area.”

The following development types and uses are appropriate for the S-4 sector: traditional neighborhood developments, neighborhood centers, single-family and multi-family residential, neighborhood-serving commercial uses (retail and office), civic uses and industrial uses.

The proposed development on the site meets the appropriate uses.



TRC Review:

The Technical Review Committee (TRC) expressed a desire for a side path along Wendell Falls Parkway to connect Wendell Falls and Downtown Wendell in the future. TRC also wanted to address the need for guest parking on site as well. The site will require road improvements along the full length of the property. The applicant added an additional 26 guest parking spaces and the 10-foot wide sidepath.

Planning Board Recommendation:

At their February 17, 2020 meeting, the Planning Board voted 5-1-1 in favor of the requested conditional district.

Voting in Favor: Jonathan Olsen, Jimmena Huffman-Hall, Levin Jones, Brett Hennington and Ryan Zakany.

Voting Against: Michael Firstbrook

Abstained: Alan Swaim

Absent: Victoria Curtis

Statement of Plan Consistency and Reasonableness:

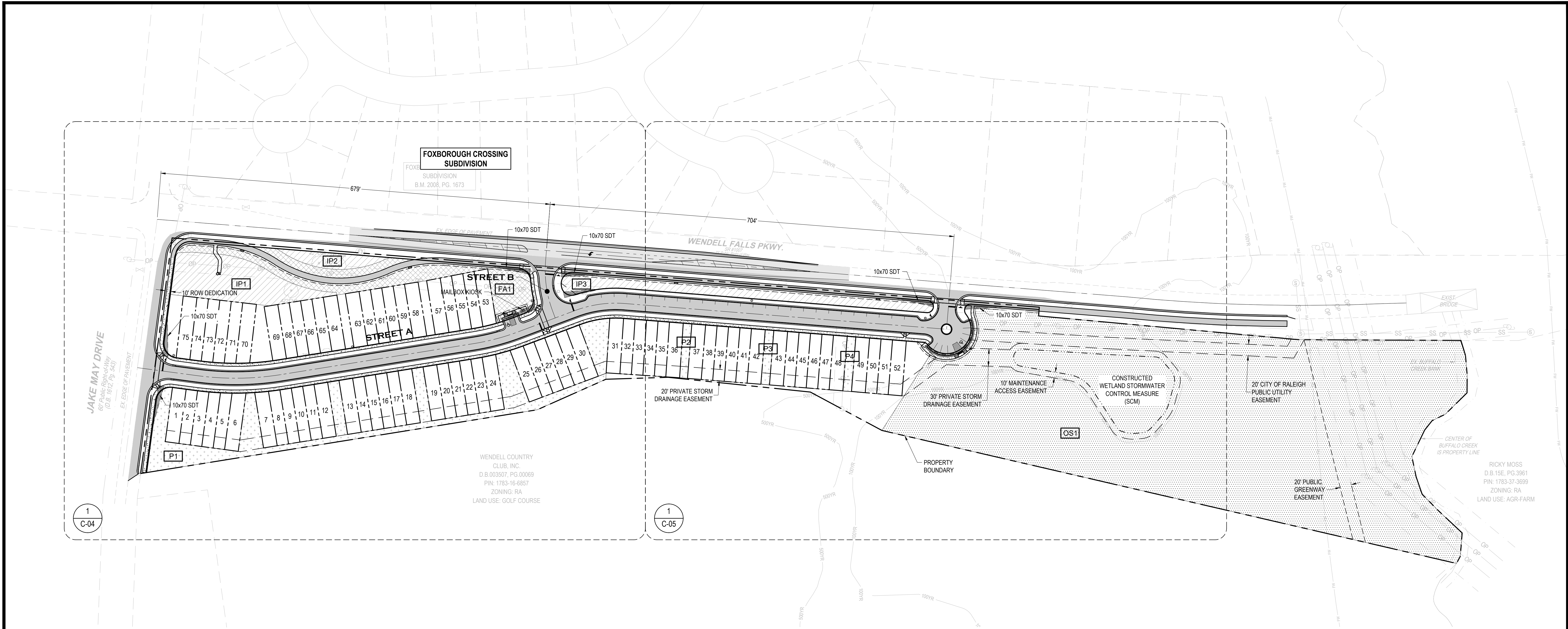
- Any recommended change to the zoning map should be accompanied by a statement explaining how the change is consistent with the comprehensive plan and is reasonable in nature.
 - In Staff's opinion, the requested conditional district is generally consistent with the recommended uses and development types outlined in the Wendell Comprehensive Land Use Plan for the S-4 sector and reasonable due to its proximity to the Wendell Falls Parkway.

Staff Recommendation:

Staff recommends approval of the proposed Master Plan

Attachments:

- A. Overall Site Plan
 - a) Full Master Plan Link:
<https://nmcdn.io/e186d21f8c7946a19faed23c3da2f0da/3834b95a93b14b3689a528c1f97c5d69/files/2019-045-Wendell-Falls-Preliminary-Subdivision.pdf>
- B. Ordinance for Adoption
- C. Applicant's conditions

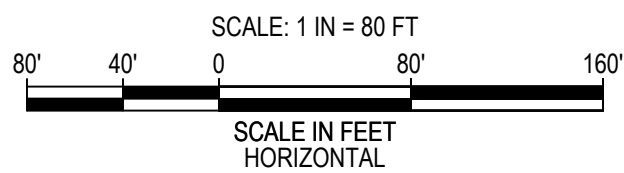


- GENERAL NOTES:**
- ALL CONSTRUCTION SHALL BE PER TOWN OF WENDELL STANDARDS AND SPECIFICATIONS.
 - ALL DIMENSIONS ARE IN FEET AND TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - ALL SITE ELEMENTS ARE PERPENDICULAR TO EACH OTHER UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, RIGHT-OF-WAYS AND UTILITIES, PUBLIC OR PRIVATE, BEFORE WORKING IN THESE AREAS.
 - PROTECT ALL PROPERTY MONUMENTS AND PINS. MONUMENTS AND PINS THAT WILL BE DISTURBED DURING CONSTRUCTION SHALL BE REFERENCED AND REPLACED BY A LICENSED LAND SURVEYOR AT THE COST OF THE CONTRACTOR.
 - CONTRACTOR SHALL MAINTAIN THE SITE IN SUCH A MANNER THAT WORKMEN AND THE PUBLIC WILL BE PROTECTED FROM INJURY AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
 - CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE UPON COMPLETION OF THE PROJECT AND AT LEAST ONCE A WEEK DURING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL DUE TO CONSTRUCTION OPERATIONS. ALL STREET SURFACES, UTILITY POLES, CULVERTS, DITCHES, CURB AND GUTTER OR OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR IN ACCORDANCE WITH THE APPROPRIATE SPECIFICATIONS.
 - IF DEPARTURES FROM THE DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREOF SHALL BE SUBMITTED IN WRITING TO THE FACILITY DESIGNER FOR REVIEW. NO DEPARTURES FROM THE CONTRACT DOCUMENTS WILL BE ALLOWED WITHOUT APPROVAL BY THE FACILITY DESIGNER.
 - ANY AND ALL QUANTITIES SHOWN OR IMPLIED ON THE PLANS ARE FOR ESTIMATION PURPOSES ONLY.
 - APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
 - ENTRY SIGNS SHALL BE LOCATED IN A DEDICATED EASEMENT. SIGN MUST REMAIN OUT OF SIGHT TRIANGLES AS SHOWN ON PLANS.
 - ALL ASPHALT EDGES SHALL BE SAW CUT TO PROVIDE A GOOD LONGITUDINAL JOINT. MILL 1.5 FEET @ 1.5 INCHES DEEP MINIMUM TO PROVIDE A LONGITUDINAL LAP JOIN FOR FINAL SURFACE LAYER. NO MILLING SHALL BE LEFT FOR A PERIOD OF TIME GREATER THAN 48 HOURS BEFORE A STREET IS TO BE PAVED OR RESURFACED.
 - COMMON OPEN SPACE SHALL BE OWNED & MAINTAINED BY HOMEOWNERS ASSOCIATION.
 - ANY SPECIALITY STREET SIGNS INCLUDING POSTS SHALL BE SUBMITTED TO THE TOWN OF WENDELL FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
 - ALL PUBLIC AND PRIVATE EASEMENTS SHALL BE RECORDED AS PART OF THE FINAL PLAT OF THE SUBDIVISION. EASEMENTS BASED OF CENTER OF UTILITY OR PIPE SHALL BE PER AS-BUILT LOCATIONS.
 - AREAS OF PARENT PARCEL THAT ARE NOT SUBDIVIDED TO CREATE SINGLE FAMILY RESIDENTIAL LOTS ARE TO REMAIN AS ONE PARCEL TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OF THE NEIGHBORHOOD.

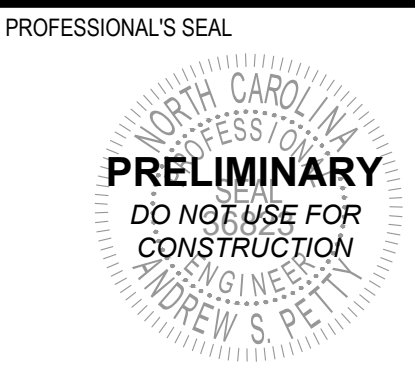
LEGEND:

	STREET LIGHT		CONCRETE SIDEWALK
	WHEELCHAIR RAMP		ASPHALT PAVEMENT
	CLUSTER MAILBOX UNIT		ASPHALT OVERLAY
	ROADWAY CENTER LINE		IMPROVED PARK OPEN SPACE
	LOT LINE		FULLY ACTIVE OPEN SPACE
	RIGHT OF WAY LINE		PASSIVE OPEN SPACE
	PHASE LINE		SUPPLEMENTAL OPEN SPACE
	SETBACK LINE		
	SCM LIMITS		
	STREET TREE EASEMENT		
	UTILITY/STORM EASEMENT		
	VALLEY/ROLLED CURB & GUTTER		
	STANDARD CURB & GUTTER		
	SPILL CURB & GUTTER		

OPEN SPACE TABLE		
AREA DESIGNATION	AREA (SQFT.)	AREA (AC.)
FA1	23,350	0.54
IP1	15,696	0.36
IP2	3,701	0.08
IP3	14,393	0.33
P1	28,157	0.65
P2	1,366	0.03
P3	1,425	0.03
P4	1,425	0.03



REVISIONS		
A	1/7/2020	TOWN OF WENDELL COMMENTS
B	2/6/2020	TOWN OF WENDELL COMMENTS
C	2/28/2020	TOWN OF WENDELL COMMENTS
STATUS		
FOR REVIEW ONLY		
NOT FOR CONSTRUCTION		
DATE: NOVEMBER 7, 2019	HORZ. SCALE: 1" = 80'	
FILE NO.: 2019-045	ORIG. SHEET SIZE: 24 x 36	



CONSULTANT

Curry
ENGINEERING

NC LIC. NO. P-0799

(919) 552-2848
F (919) 552-2943

205 S. Fuquay Avenue
Fuquay-Varina, NC 27526

CLIENT

Strong Rock Development Company/Ellis Developments
205 S. Fuquay Ave.
Fuquay-Varina, NC 27526
919.770.4174(m)
Contact: Josh Lambert
josh@strongrockdev.com

MASTER PLAN
WENDELL FALLS TOWNES
OVERALL SITE LAYOUT

ORD # 0-09-2020
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 create the NC Conditional District (NC-CD19-07) for the property described below, said property formerly being zoned Residential-Agricultural (RA); and

WHEREAS said property is owned by Jackie F Smith Revocable Living Trust ; 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 Wake Weekly, 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 160A-384 of the General Statutes; and

WHEREAS the said public hearing was actually conducted at 7:00 p.m. on April 27, 2020 at the 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 the NC Conditional District (NC-CD19-07) 15.79 acres of property identified by PIN #1783-17-8750

SECTION 2. The requested zoning map amendment for the parcel within the rezoning area identified as CD19-06 from RA to NC-CD19-07, due to the nature of the surrounding land uses and its consistency with the types and nature of uses described in the S-4 Sector, is found to be reasonable and consistent with the recommendation of the Wendell Comprehensive Land Use Plan.

SECTION 4. 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 5. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED the 27th Day of April 2020

(Town Seal)

Virginia Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, Town Clerk

James P. Cauley III, Town Attorney

Proposed Conditional District Conditions:

The applicant is proposing 6 conditions for the proposed CD, as follows:

1. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
2. Garage doors must have windows, decorative details or carriage-style adornments on them.
3. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three-color families for siding and shall include varied trim, shutter and accent colors complementing the siding color, for the whole development.
4. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
5. All units will be solely front-loaded.
6. Landscape buffer along southern property line at golf course is not required.

Item Title:

Public hearing on a development agreement amendment for the Wendell Falls Subdivision as it relates to infrastructure improvements along Martin Pond Rd and Poole Rd to permit a fee in lieu request.

Board of Commissioner Meeting:

Monday, April 27, 2020

Specific Action Requested:

Hold a public hearing on an amendment to the Wendell Falls Development Agreement and consider taking action on the proposed amendment and fee in lieu request. Two separate actions are required for this item.

- Action # 1: Approval of a fee in lieu request in the amount of \$2,077,000
- Action # 2: Approval of the submitted development agreement amendment for signature, to remove certain infrastructure improvement obligations (Attachment C).

Item Summary:

The Wendell Falls Planned Unit Development (PUD) document and associated development agreement outlined specific road improvements to Martin Pond Road and Poole Road which NASH Wendell Falls, LLC is responsible for. These improvements were staged in phases, and the terms of the agreement have been amended over the years through the development agreement based on development progress and the timing of City of Raleigh utility improvements within the same area.

The improvement area (shown in Attachment A) covers approximately 0.79 miles of pavement widening, 0.26 miles of sidewalk and curb improvements, and 0.07 miles of road realignment. Per the Town's agreements, the developer would be responsible for widening Poole Rd south of its intersection with Martin Pond Road to a 4-lane road. The portion of Poole Rd north/east of the Martin Pond road intersection would be widened to a 3-lane section.

The development agreement calls for NASH Wendell Falls, LLC to complete all road improvements within the specified area no later than eighteen months after CORPUD completes the waterline improvement project along Poole/Martin Pond Road. It further states that NASH Wendell Falls LLC will bond any of the improvements that are not completed prior to recording the plat for Phase 7 (the residential phase on the east side of Martin Pond Road).

Construction Drawings for Phase 7A are currently being finalized. Rather than bond the improvements and install them following CORPUD's work, **the applicant is seeking to pay the town a fee in lieu of construction in the amount of \$2,077,000.**

The Town Engineer reviewed the proposed fee in lieu estimate and compared it to recent road improvement bids and NCDOT bid averages. Based on his evaluation, AMT estimated the probable construction cost (if the Town were to complete these road improvements) to be \$2,669,503. The largest price differences came from his estimated increases in mobilization cost, asphalt binder, base course, and traffic control.

Due to the level of development activity occurring at Wendell Falls, Newland is able to realize cost savings and has minimal costs associated with items like mobilization, since their contractors are already on site.

Since their development along Martin Pond/Poole Road is divided into 2 phases, the fee in lieu (if approved) would be split accordingly. Per the development agreement amendment, 50% of the fee in lieu amount (\$1,038,500) would be paid prior to approval of the final plat for Phase 7A. The remaining 50% would be due on or before the date that is 2 years after the date of recordation of the final plat for Phase 7A of the Wendell Falls development.

Staff Recommendation:

Though the applicant's estimate and the Town Engineer's estimate vary notably, staff believes it is in the Town's best interest to approve the fee in lieu request and associated development agreement amendment. Unlike other developments which benefit from the Town's revised Arterial and Collector Street Plan improvement requirements (which reduced upfront infrastructure widening requirements along future 4-lane roads) the Wendell Falls PUD specifically calls for construction of a 4-lane section along much of Poole road. Thus, in this case, Wendell Falls is being held to a higher and more expensive standard for this road.

Furthermore, the future widening of Poole Road towards Raleigh is a very long term (20+ year project). It is staff's belief that these funds could be put to better use along a more highly prioritized corridor with more immediate needs than Poole Road and Martin Pond Road.

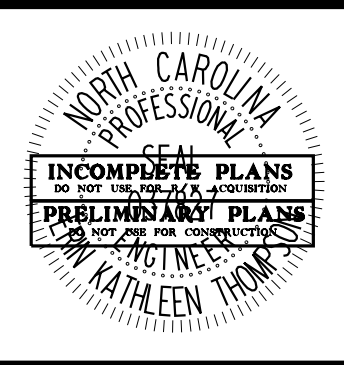
Attachments:

- A. Boundary of Road improvements
- B. Fee in lieu request – applicant's engineer estimate
- C. Eight Amendment to the Wendell Falls Development Agreement (March 2020)

PLANS PREPARED BY:

Kimley»Horn

421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: (919) 677-2000
FAX: (919) 677-2050
© 2018



25% PLANS

REVISIONS	
NO.	DATE

CLIENT: WENDELL FALLS®
Newland Communities
NASH WENDELL FALLS, LLC

PROJECT: WENDELL FALLS OFF-SITE IMPROVEMENTS
SR 2503 (MARTIN POND ROAD) AT
SR 1007 (POOLE ROAD)

TITLE SHEET

DESIGNED BY: EKT
DRAWN BY: THS
CHECKED BY: GEB
DATE: 08-02-18
PROJECT#: 012741059

1

WENDELL FALLS, LLC

WENDELL FALLS OFF-SITE IMPROVEMENTS

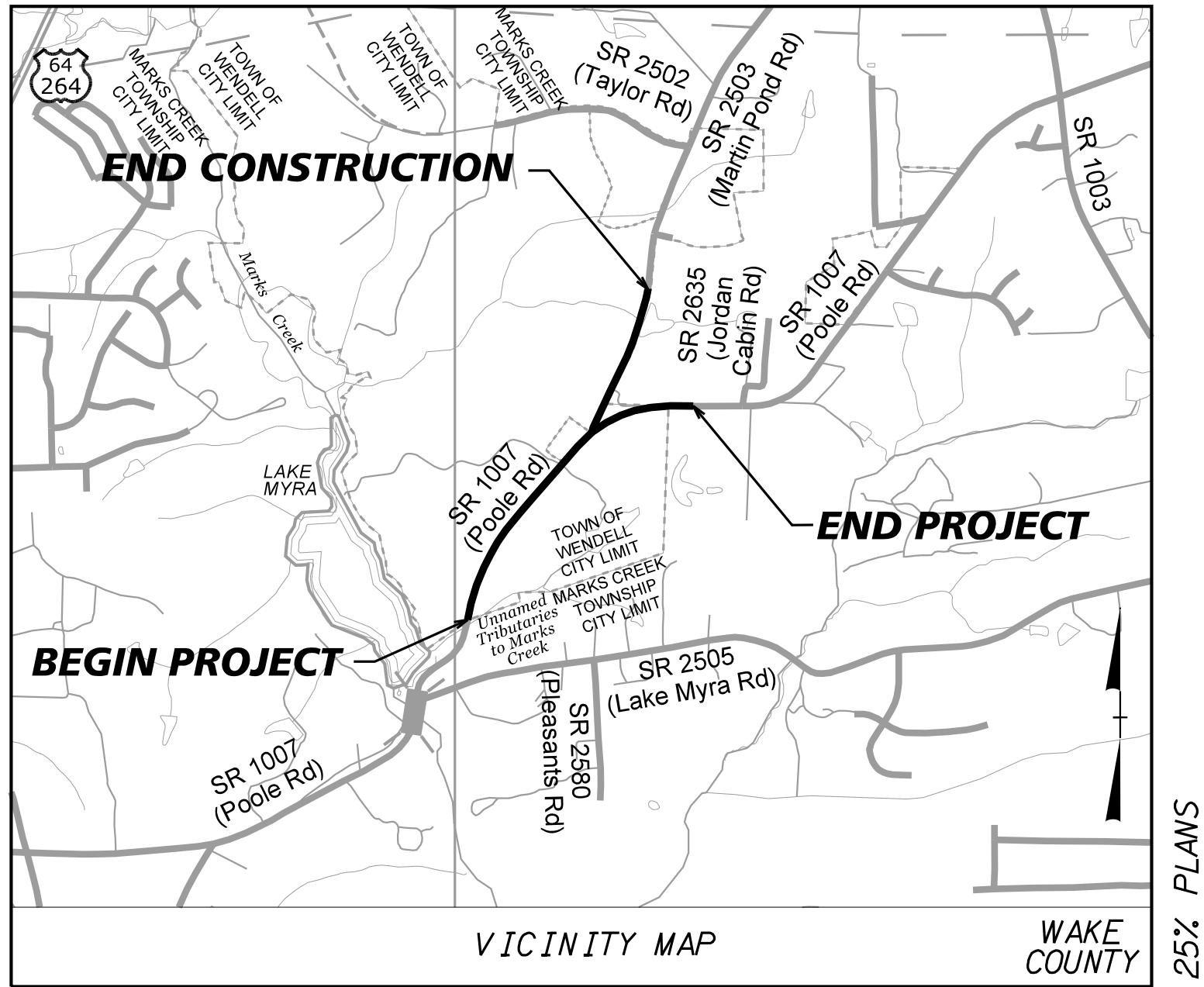
SR 2503 (MARTIN POND ROAD) AT

SR 1007 (POOLE ROAD)

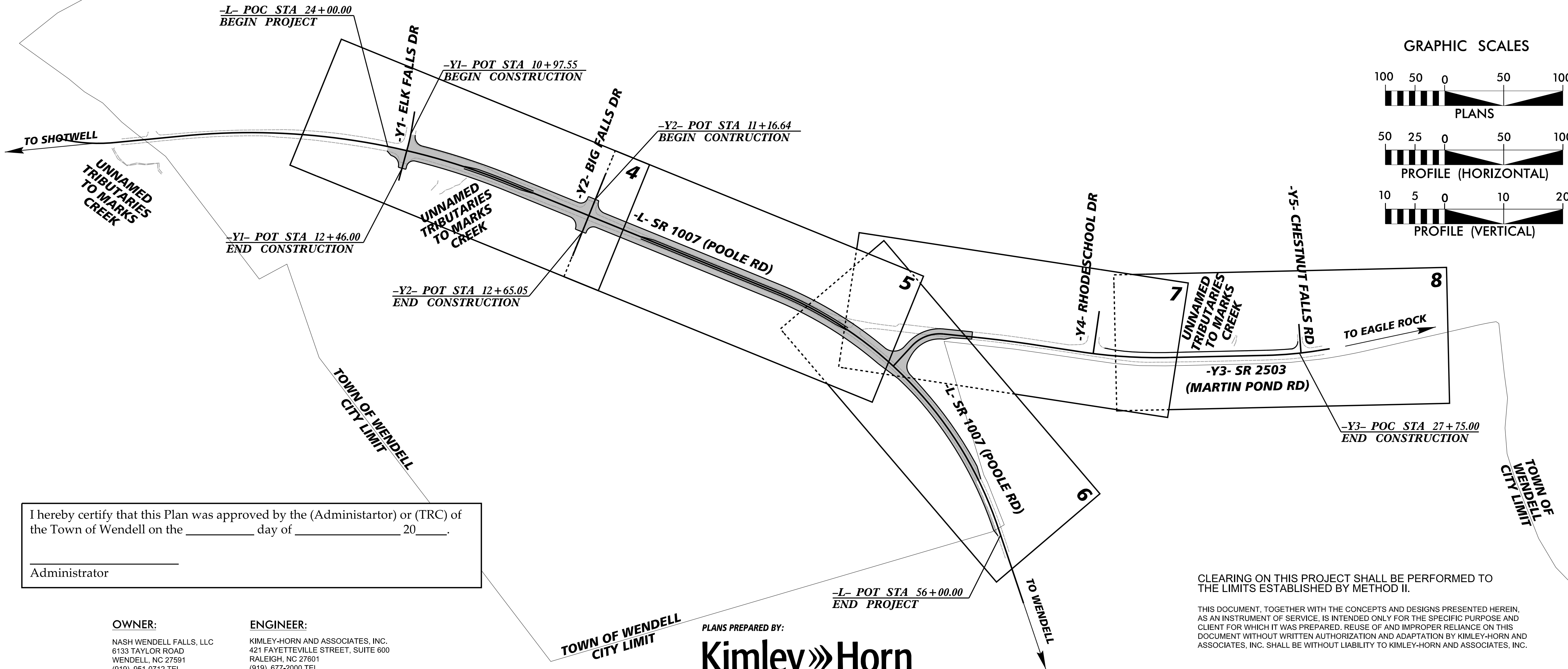
TOWN OF WENDELL, WAKE COUNTY, NORTH CAROLINA

TYPE OF WORK: GRADING, DRAINAGE, AND PAVING.

LENGTH OF PROJECT: SR 1007 (POOLE RD): APPROX. 0.79 MILES OF PAVEMENT WIDENING
SR 2503 (MARTIN POND RD): APPROX. 0.07 MILES OF NEW LOCATION
SR 2503 (MARTIN POND RD): APPROX. 0.26 MILES OF SIDEWALK AND CURB IMPROVEMENTS



See Sheet 1-A For Index Of Sheets
See Sheet 1-B For Conventional Plan Sheet Symbols



I hereby certify that this Plan was approved by the (Administartor) or (TRC) of the Town of Wendell on the _____ day of _____ 20 ____.

Administrator

OWNER:
NASH WENDELL FALLS, LLC
6133 TAYLOR ROAD
WENDELL, NC 27591
(919) 951-0712 TEL
(919) 951-0711 FAX
CONTACT: LEE BOWMAN

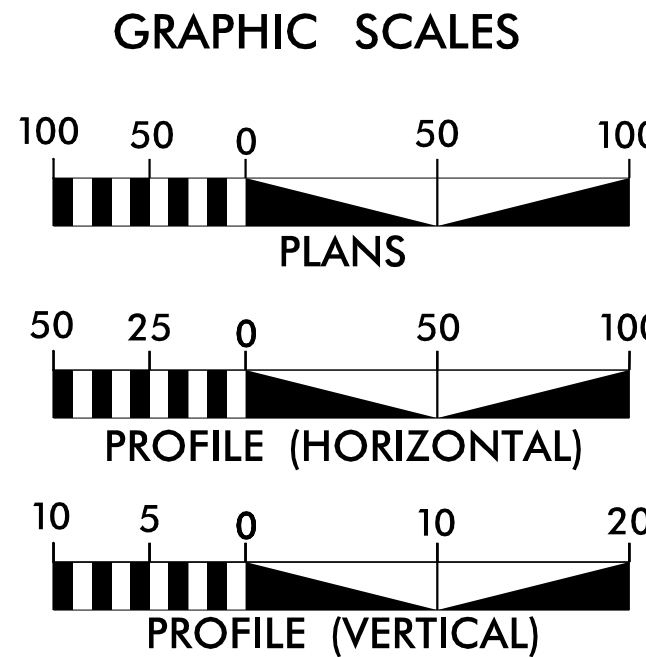
ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
(919) 677-2000 TEL
(919) 677-2050 FAX
CONTACT: ERIN THOMPSON, P.E.

PLANS PREPARED BY:

Kimley»Horn

421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: (919) 677-2000
FAX: (919) 677-2050

NC GRID
NAD 83 / NA 2011



CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY METHOD II.

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

DATE	FILE NUMBER	SHEET NUMBER	TOTAL SHEETS
08-02-18		1	

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KIMLEY-HORN AND ASSOCIATES, INC.

Martin Pond Road and Poole Road

Opinion of Probable Cost Summary

Project: Martin Pond Road and Poole Road

Date: 10/22/2019

Prepared By: Kimley-Horn and Associates, Inc.

Page: 1 of 3

Probable Project Costs Summary:

Construction Cost: \$ 2,077,000.00

Notes and Assumptions:

1. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
2. This estimate is based on current year pricing specific to Newland Communities 2019 negotiated rates with contractors. If used for budgetary purposes, annual inflation rates should be applied as appropriate.
3. This estimate is NOT based on final plans. Plans are not considered complete. Estimate is based on the plans in their current stated printed 11-28-2018 without review or comment from NCDOT.
4. Utility relocation costs are not included in this estimate.
5. Right-of-Way costs are not included in this estimate.

ATTACHMENT B

TOWN: Town of Wendell
COUNTY: Wake County
ROUTE: Martin Pond Road and Poole Road

OPINION OF PROBABLE CONSTRUCTION COST	
\$	2,077,000.00

Date: October 22, 2019

Line Item	Pay Item	Quantity	Unit	Price	Amount
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
2	Construction Surveying	1	LS	\$ 20,000.00	\$ 20,000.00
3	Clearing and Grubbing, 1.5 Acres	1	LS	\$ 15,000.00	\$ 15,000.00
4	Supplementary Clearing and Grubbing	1	ACR	\$ 8,000.00	\$ 8,000.00
5	Unclassified Excavation	8080	CY	\$ 8.40	\$ 67,872.00
6	Borrow Excavation	380	CY	\$ 8.30	\$ 3,154.00
7	Drainage Ditch Excavation	35	CY	\$ 18.00	\$ 630.00
8	Removal of Existing Asphalt Pavement	3660	SY	\$ 10.00	\$ 36,600.00
9	Proof Rolling	5	HR	\$ 200.00	\$ 1,000.00
10	Foundation Conditioning Material, Minor Structures	400	TON	\$ 40.00	\$ 16,000.00
11	Foundation Conditioning Geotextile	1240	SY	\$ 4.00	\$ 4,960.00
12	15" Drainage Pipe	96	LF	\$ 35.80	\$ 3,436.80
13	18" Drainage Pipe	28	LF	\$ 38.70	\$ 1,083.60
14	15" RC Pipe Culverts, Class IV	2660	LF	\$ 46.00	\$ 122,360.00
15	18" RC Pipe Culverts, Class IV	724	LF	\$ 54.70	\$ 39,602.80
16	24" RC Pipe Culverts, Class IV	20	LF	\$ 68.80	\$ 1,376.00
17	30" RC Pipe Culverts, Class IV	132	LF	\$ 89.00	\$ 11,748.00
18	15" CS Pipe Culverts, 0.064" Thick	36	LF	\$ 55.00	\$ 1,980.00
19	15" CS Pipe Elbows, 0.064" Thick	2	EA	\$ 450.00	\$ 900.00
20	Pipe Removal	312	LF	\$ 30.00	\$ 9,360.00
21	Fine Grading	1	LS	\$ 70,000.00	\$ 70,000.00
22	Aggregate Base Course	7800	TON	\$ 18.60	\$ 145,080.00
23	Incidental Stone Base	100	TON	\$ 18.60	\$ 1,860.00
24	Milling Asphalt Pavement, 0" to 1.5" Depth	560	SY	\$ 15.00	\$ 8,400.00
25	Asphalt Concrete Base Course, Type B25.0C	610	TON	\$ 125.00	\$ 76,250.00
26	Asphalt Concrete Intermediate Course, Type I19.0C	2770	TON	\$ 125.00	\$ 346,250.00
27	Asphalt Concrete Surface Course, Type S9.5C	2840	TON	\$ 125.00	\$ 355,000.00
28	Asphalt Binder For Plant Mix	335	TON	\$ 200.00	\$ 67,000.00
29	Pipe Collars	0.5526	CY	\$ 2,500.00	\$ 1,381.50
30	Masonry Drainage Structures	34	EA	\$ 2,500.00	\$ 85,000.00
31	Masonry Drainage Structures (Extra Depth)	4.6	LF	\$ 550.00	\$ 2,530.00
32	Frame with 2 Grates, STD 840.16	4	EA	\$ 700.00	\$ 2,800.00
33	Frame with Grate & Hood, STD 840.03, TYPE E	4	EA	\$ 800.00	\$ 3,200.00
34	Frame with Grate & Hood, STD 840.03, TYPE F	13	EA	\$ 800.00	\$ 10,400.00
35	Frame with Grate & Hood, STD 840.03, TYPE G	13	EA	\$ 800.00	\$ 10,400.00
36	Frame with Two Grates, STD 840.24	1	EA	\$ 800.00	\$ 800.00
37	Concrete Transitional Section for Catch Basin	7	EA	\$ 900.00	\$ 6,300.00
38	Concrete Transitional Section for Drop Inlet	3	EA	\$ 1,150.00	\$ 3,450.00
39	1'-6" Concrete Curb and Gutter	2540	LF	\$ 13.60	\$ 34,544.00
40	2'-6" Concrete Curb & Gutter	7290	LF	\$ 14.10	\$ 102,789.00
41	4" Concrete Sidewalk	4340	SY	\$ 35.00	\$ 151,900.00
42	Concrete Curb Ramps	10	EA	\$ 1,200.00	\$ 12,000.00
43	6" Concrete Driveway	30	SY	\$ 80.00	\$ 2,400.00
44	5" Monolithic Concrete Islands (Surface Mounted)	360	SY	\$ 75.00	\$ 27,000.00
45	Adjustment of Manholes	1	EA	\$ 1,000.00	\$ 1,000.00
46	Adjustment of Meter Boxes or Valve Boxes	4	EA	\$ 600.00	\$ 2,400.00
47	Convert Existing Catch Basin to Drop Inlet	1	EA	\$ 2,000.00	\$ 2,000.00
48	Rip Rap, Class 1	160	TON	\$ 51.00	\$ 8,160.00
49	Rip Rap, Class B	15	TON	\$ 45.50	\$ 682.50

ATTACHMENT B

Line Item	Pay Item	Quantity	Unit	Price	Amount
50	Geotextile for Drainage	275	SY	\$ 3.00	\$ 825.00
51	Thermoplastic Pavement Marking Lines (4", 90 MILS)	7900	LF	\$ 1.25	\$ 9,875.00
52	Thermoplastic Pavement Marking Lines (4", 120 MILS)	5000	LF	\$ 2.50	\$ 12,500.00
53	Thermoplastic Pavement Marking Lines (8", 120 MILS)	900	LF	\$ 3.20	\$ 2,880.00
54	Thermoplastic Pavement Marking Lines (12", 90 MILS)	1250	LF	\$ 3.60	\$ 4,500.00
55	Thermoplastic Pavement Marking Lines (24", 120 MILS)	140	LF	\$ 16.00	\$ 2,240.00
56	Thermoplastic Pavement Marking Character (120 MILS)	8	EA	\$ 50.00	\$ 400.00
57	Thermoplastic Pavement Marking Symbol (90 MILS)	27	EA	\$ 215.00	\$ 5,805.00
58	Permanent Raised Pavement Markers	170	EA	\$ 8.00	\$ 1,360.00
	Signing	1	MI	\$ 10,000.00	\$ 10,000.00
	Traffic Control	1	MI	\$ 55,000.00	\$ 55,000.00
	Erosion Control	7.5	ACR	\$ 8,000.00	\$ 60,000.00

Subtotal \$ 2,076,425.20

Opinion of Probable Construction Cost \$ 2,077,000.00

Excise Tax: N/A
Prepared By and After Recording Return to:
BRADSHAW ROBINSON SLAWTER LLP
P.O. Box 607, Pittsboro, NC 27312

STATE OF NORTH CAROLINA

**EIGHTH AMENDMENT TO
DEVELOPMENT AGREEMENT**

COUNTY OF WAKE

THIS EIGHTH AMENDMENT TO DEVELOPMENT AGREEMENT (the "Eighth Amendment") is made this __ day of _____, 2020 by and between the TOWN OF WENDELL, a municipal corporation existing under the laws of the State of North Carolina (the "Town"), and NASH WENDELL FALLS, LLC, a Delaware limited liability company authorized to transact business in North Carolina ("Wendell Falls").

WITNESSETH:

WHEREAS, on or about June 26, 2006, the Town and Wendell Falls Development, LLC ("WFD") entered into a Development Agreement (the "Original Agreement") with regard to multiple tracts of land comprising approximately 1,200 acres within the jurisdiction of the Town, described in Exhibit A attached to the Original Agreement (collectively, the "Property");

WHEREAS, on or about October 9, 2006 and July 14, 2008, the Town approved development of the Property as a Planned Unit Development (the "PUD Approval"), comprised in part of a maximum of 4,000 residential units and a maximum of 2,000,000 square feet of commercial development (the "Project");

WHEREAS, on or about July 27, 2011, the Town, REDUS Raleigh Housing, LLC, a North Carolina limited liability company ("REDUS"), and successor-in-interest to WFD, and the City of Raleigh, a municipal corporation existing under the laws of the State of North Carolina (as a party only to certain limited provisions not amended hereby, the "City") entered into that certain Amendment to Development Agreement (the "First Amendment"), which First Amendment is recorded at Book 14422, Page 1679 of the Wake County Register of Deeds;

WHEREAS, on or about June 17, 2014, the Town and Wendell Falls, entered into that certain Second Amendment to Development Agreement (the “Second Amendment”) which Second Amendment is recorded at Book 15762, Page 644 of the Wake County Register of Deeds, on January 16, 2015, the Town and Wendell Falls entered into that certain Third Amendment to Development Agreement (the “Third Amendment”), which Third Amendment is recorded at Book 15978, Page 995 of the Wake County Register of Deeds, on April 20, 2015 the Town and Wendell Falls entered into that certain Fourth Amendment to Development Agreement, which Fourth Amendment is recorded at Book 15996, Page 1725 (the “Fourth Amendment”), on November 9, 2015 the Town and Wendell Falls entered into that certain Fifth Amendment to Development Agreement (the “Fifth Amendment”), which Fifth Amendment is recorded at Book 016215, Page 0666, Wake County Registry, on July 11, 2016 the Town and Wendell Falls entered into that certain Sixth Amendment to Development Agreement which is recorded at Book 16473, Page 00427 (the “Sixth Amendment,”) and on September 10, 218 the Town and Wendell Falls entered into that certain Seventh Amendment to Development Agreement which is recorded at Book 17225, Page 00092 (the “Seventh Amendment,” together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and the Seventh Amendment, the “Development Agreement”);

WHEREAS, the amendments and modifications contemplated by this Eighth Amendment do not amend any provision of the Development Agreement with respect to which the City is a party;

WHEREAS, Wendell Falls acquired rights as the “Developer” party as successor-in-interest to REDUS, itself the successor-in-interest to WFD, under the Development Agreement pursuant to, inter alia, that certain Assignment and Assumption of Development Agreement, dated October 21, 2013, and recorded at Book 15478, Page 1664 of the Wake County Register of Deeds;

WHEREAS, Exhibit D to the Development Agreement (as attached to the Sixth Amendment) established a schedule for certain roadway improvements to Martin Pond Road and Poole Road;

WHEREAS, Exhibit D to the Development Agreement was further revised by the Seventh Amendment, as described on Exhibit D attached to the Seventh Amendment;

WHEREAS, Wendell Falls and the Town desire to modify Exhibit D to the Seventh Amendment as it relates to certain roadway improvements to Martin Pond Road and Poole Road so as to eliminate the requirement of any further roadway improvements to Martin Pond Road and Poole Road within the area described on Exhibit D, and, as consideration for elimination of said requirements, have the Town accept a Fee in Lieu of said requirements, payable by Wendell Falls; and

WHEREAS, modification of the Development Agreement is permitted under North Carolina General Statute §§ 160A-400.28 and Section 5.6 of said Development Agreement by a written instrument signed by both parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- (1) Defined Terms. Unless otherwise defined herein, terms defined in the Development Agreement shall have the same meaning in this Eighth Amendment.
- (2) Amendment of the Development Agreement. The terms and provisions of the Development Agreement are modified and amended as provided in this Eighth Amendment. Except as modified herein, the terms and provisions of the Development Agreement shall remain in full force and effect. If, and to the extent that this Eighth Amendment and the PUD Plan document are inconsistent, this Eighth Amendment shall control.
- (3) Amendment of Exhibit D to Replace Remaining Martin Pond Road and Poole Road Improvements with a Fee in Lieu. Exhibit D to the Development Agreement, which sets out, among other things, the agreement with respect to certain “Town Road Improvements,” as modified by the Revised Memorandum of Agreement attached to the Seventh Amendment is hereby modified to delete entirely any requirement, past, present or future, that Wendell Falls design or construct any further roadway improvements to Martin Pond Road and Poole Road (as the roadway improvements are depicted on and described in Exhibit D to the Seventh Amendment) beyond those constructed as of the date of this Eighth Amendment (collectively, the “Remaining Roadway Improvements”). In lieu of any such further design and construction of the Remaining Roadway Improvements and as sufficient consideration for the same, Wendell Falls and the Town agree that Wendell Falls will pay and the Town will accept a fee in lieu of such Remaining Roadway Improvements in accordance with the following terms:
 - (a) Wendell Falls shall pay to the Town a fee in lieu of any and all Remaining Roadway Improvements, said fee in lieu to be in the amount of TWO MILLION, SEVENTY-SEVEN THOUSAND DOLLARS (\$2,077,000.00)(the “Fee in Lieu”);
 - (b) Said Amount shall be payable as follows: (i) ONE MILLION, THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$1,038,500.00) prior to recordation of the final plat for Phase 7A of the Wendell Falls development; and (ii) ONE MILLION, THIRTY-EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$1,038,500.00) on or before the date that is two (2) years after the date of recordation of the final plat for Phase 7A of the Wendell Falls development.
- (4) Payment of Fee In Lieu Constitutes Release; Recordable Document. Upon payment by Wendell Falls of the full amount of the Fee in Lieu, any and all Remaining Roadway Improvements called for by the Development Agreement and/or any amendments thereto, shall be deemed fully satisfied. Payment to the Town of the Fee in Lieu shall constitute a release by the Town of any and all claims by the Town against Wendell Falls relating in any way to any such Remaining Roadway Improvements. The Town agrees that, upon such final payment of the Fee in Lieu, the Town will execute a recordable document evidencing satisfaction of this obligation, which document shall

- be in a form agreeable to the Town and Wendell Falls, such agreement not to be unreasonably withheld, conditioned or delayed.
- (5) Public Hearing. The Board of Commissioners provided public notice and conducted a public hearing on _____. 2020 to consider approval and execution of this Eighth Amendment. The Board of Commissioners approved this Eighth Amendment and the Town's execution of the same. After careful review and deliberation, the Board of Commissioners of the Town has determined that the Project, as amended by this Eighth Amendment, is consistent with the Town's comprehensive plan pertaining to future land use, and will further the Town's land use planning objectives and policies as articulated in the comprehensive plan, as well as enhance and secure the health, safety, welfare and economic well-being of residents of and visitors to the Town.
- (6) No Pledge of Taxing Power or Governmental Authority. No provision of this Eighth Amendment shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Eighth Amendment shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Board of Commissioners. To the extent of any conflict between this section and any other provision of this Eighth Amendment, this section shall take priority.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the Town and Wendell Falls have caused this Eighth Amendment to be duly executed and sealed pursuant to proper authority as of the day and year first written above.

NASH WENDELL FALLS, LLC

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of North Carolina, do hereby certify that _____, the _____ of NASH Wendell Falls, LLC, a Delaware limited liability company, either being [] personally known to me or [] proven by satisfactory evidence (such evidence being _____), personally appeared before me this day and acknowledged the above execution of the foregoing instrument on behalf of NASH Wendell Falls, LLC.

Witness my hand and seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires:

[NOTARY SEAL]

THE TOWN OF WENDELL

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of North Carolina, do hereby certify that _____, either being [] personally known to me or [] proven by satisfactory evidence (such evidence being _____), personally appeared before me this day and acknowledged that she is the Clerk of the TOWN OF WENDELL, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was voluntarily signed in its name by the its Mayor, sealed with its municipal seal and voluntarily attested by her as its Clerk for the purposes stated herein on behalf of the TOWN OF WENDELL.

Witness my hand and seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires:

[NOTARY SEAL]

Item Title:

Ordinance amending Section 24-90 Parking in specific places prohibited of Article III Specific Street Regulations of Town Code of Ordinances

Board of Commissioners Meeting:

Monday, April 27, 2020 – Ordinance amending ordinance

Monday, March 9, 2020 - Presentation

Specific Action Requested:

Motion to approve the amendments to Section 24-90 of Article III Specific Street Regulation Amendments

Item Summary:

Staff recommends the amendment of *Article III Specific Street Regulations* to accommodate the acceptance of recently developed roads with significant restrictive covenants in place regulating parking and to update provisions with State Statute.

The minor amendments in the attached draft are provided to meet this goal. In the draft, bold text represents new language and strikethroughs are text recommended for deletion. All other text is existing language with no changes proposed or needed.

Changes proposed include the following:

- Sec. 24-90 (3) – Revise the language for distances from an intersection prohibited for parking to be consistent with State Statute.
- Sec. 24-90 (18) – Add language that prohibits parking that blocks trailheads or parking on public greenways.
- Sec. 24-90 (19) – Add language that prohibits on-street parking in Wendell Falls except in designated places. Parking for community events can be approved by the Town Manager, or designee. The Commissioners may allow parking during holiday periods. This is consistent with current restrictive covenants and parking practices in Wendell Falls.

Staff will begin implementation of proposed changes with public education regarding parking enforcement.

Attachments:

Attachment A – Amended Article III Specific Street Regulation Amendments

ARTICLE III. - SPECIFIC STREET REGULATIONS

DIVISION 1. - GENERALLY

Secs. 24-40—24-53. - Reserved.

DIVISION 2. - SPEED LIMITS, STOP STREETS, YIELD STREETS^[3]

Footnotes:

--- (3) ---

State Law reference— Authority of municipality to establish speed limits, G.S. 20-141(B), 20-141(G); speed restrictions, G.S. 20-141; stop signs, G.S. 20-158; yield right-of-way signs, G.S. 20-158.1.

Sec. 24-54. - Speed limits.

The speed limit within the town shall be 35 miles per hour unless otherwise posted.

State Law reference— Speed restrictions, G.S. 20-141.

Sec. 24-55. - Stop streets.

It shall be unlawful for any person to operate a motor vehicle and fail to stop at a stop sign as required by G.S. 20-158(a), when the stop sign has been erected by authority of the Board of Commissioners.

(Code 1986, ch. 72, sch. II)

State Law reference— Stop signs, G.S. 20-158.

Sec. 24-56. - Yield streets.

It shall be unlawful for any person to operate a motor vehicle and fail to yield the right-of-way at a yield right-of-way sign when signs have been erected by authority of the Board of Commissioners.

(Code 1986, ch. 72, sch. III)

State Law reference— State requirement to yield right-of-way, G.S. 20-158.1.

Secs. 24-57—24-85. - Reserved.

DIVISION 3. - STOPPING, STANDING, PARKING^[4]

Footnotes:

--- (4) ---

State Law reference— Town's authority to regulate parking, G.S. 160A-301, 160A-302.

Sec. 24-86. - Parking prohibited at all times.

It shall be unlawful to park or leave standing any motor vehicle in any parking space located in the town for longer than the time authorized by signs or markings placed on or in front of an individual parking space.

(Code 1986, ch. 73, sch. I; Ord. No. 0-4-86, 3-10-1986; Ord. of 5-12-2003)

Sec. 24-87. - Stopping on street or bridge prohibited; removal of vehicles from public street or bridge.

When any vehicle is parked or left standing upon the shoulder or right-of-way of any street or bridge within the town corporate limits for a period of 24 hours or more, the owner shall be deemed to have appointed any investigating law enforcement officer his agent for the purpose of arranging for the transportation and safe storage of the vehicle and the investigating law-enforcement officer shall be deemed a legal possessor of the motor vehicle within the meaning of that term as it appears in G.S. 44A-2(d).

(Code 1986, ch. 73, sch. II; Ord. No. 0-4-87, 7-8-1987)

State Law reference— Abandoned and derelict motor vehicles, G.S. 29-137.6 et seq.; removal and disposal of motor vehicles constituting hazards, G.S. 160A-303.

Sec. 24-88. - Civil enforcement of parking provisions.

- (a) *Parking violations department established.* In order to promote and protect the public health, safety and welfare pursuant to the police powers of the town, and in order to regulate more efficiently the parking of vehicles upon the public streets of the town, there is hereby established a parking violations department with the person in charge thereof to be designated or appointed by the town manager.
- (b) *Procedure for notification of violator.* When any person charged with the duty of enforcement of the law regulating or prohibiting the parking of vehicles upon any street or public way or place within the town as provided by law shall find any vehicle parked upon such street, public way or place contrary to and in violation of any statute or town ordinance, when such violation was not committed in his presence or under such circumstances as would indicate sufficient evidence to support a conviction of the person who violated such statute or ordinance, the person so charged with such enforcement may notify the owner of such vehicle of the violation so found by conspicuously attaching to such vehicle a notice or ticket which shall require the owner or operator of such vehicle to pay to the town, within five days after the date of such notice, a fee or penalty in the amount hereinafter prescribed.
- (c) *Content of notice of violation.* Such parking violation notice or ticket shall, among other things:
 - (1) Contain a description of the vehicle and the time and place of the violation;
 - (2) State upon its face the nature of the parking violation and the amount of the fee or penalty due to the town.
- (d) *Parking violations enumerated.*
 - (1) The parking violations referred to in this subsection may be described on the notice or ticket referred to in subsection (b) of this section as follows: In violation of the law or ordinance this vehicle (describe vehicle) was parked at the stated date and time (violation checked).
 - (2) The fines for parking violations are as follows:
 - a. In a no parking zone, \$25.00.
 - b. Too close to intersection, \$25.00.

- c. On a sidewalk, \$25.00.
 - d. Too far from curb or street edge, \$25.00.
 - e. On roadway side of standing vehicle (double-parked), \$25.00.
 - f. In loading zone, \$25.00.
 - g. Obstructing traffic, \$25.00.
 - h. In fire lane, \$50.00.
 - i. In parking zone for handicapped, \$50.00.
 - j. In restricted time zone, \$25.00.
 - k. Wrong side of street facing traffic, \$25.00.
 - l. Parking in front of a fire hydrant, \$50.00.
 - m. Other violations, \$25.00.
- (e) *Penalty fee.* The fee or penalty to be paid to the town for any one violation of a parking law or ordinance as set out in subsection (d) of this section is hereby fixed as noted. Any parking penalty or fee not paid within 30 days from the date of issuance will subject the violator to a \$25.00 late penalty. An additional \$25.00 late penalty will accrue each and every 30 days beyond the late payment period. Any such fees or penalties received by the town shall be applied toward the cost of enforcing and administering traffic and parking laws and ordinances within the town.
- (f) *Misdemeanor status of parking violations; towing of illegally parked vehicles.* Nothing herein is intended to provide that the violation of any law or ordinance regulating traffic or the parking of vehicles upon the public streets shall not constitute a misdemeanor as provided in G.S. 14-4, and nothing herein is intended to provide that vehicles parked in violation of a law or ordinance may not be towed away as provided by law. Failure to pay parking fines as indicated in subsection (e) of this section may be cause for vehicle immobilization or towing.
- (g) *Authority of town police to carry out or assist enforcement.* In addition to such person as may be designated or appointed by the town manager with the enforcement of the provisions of this section, police officers and nonsworn police personnel, as designated by the chief of police, are hereby authorized to carry out or to assist in such enforcement.
- (h) *Appeals.* Appeal of parking tickets must be made within five business days of receipt by contacting the town manager.

(Ord. of 6-11-2007)

Sec. 24-89. - Manner of parking.

- (a) No person shall stand or park in a roadway other than parallel with the edge of the roadway, and with the curbside wheels of the vehicle within 12 inches of the edge of the roadway, except upon those streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs with the front tire within 12 inches of the curb.
- (b) It shall be unlawful for any driver operating a motor vehicle on a two-way street to drive the vehicle across the centerline of the street, whether the centerline is or is not marked by paint, and park the vehicle or leave it standing, parallel to the curb or street edge, facing oncoming traffic.

(Ord. of 6-11-2007)

Sec. 24-90. - Parking in specific places prohibited.

No person shall park a vehicle, attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device in any of the following places:

- (1) On a sidewalk;
- (2) On a crosswalk;
- (3) Within ~~45~~ **25** feet of an intersection ***of curb lines or, if none, then within 15 feet of the intersection of property lines at an intersection of streets;***
- (4) Alongside or opposite any street excavation or obstruction when such stopping or standing or parking would obstruct traffic;
- (5) Upon any bridge or other elevated structure or within any underpass structure;
- (6) On the roadway side of any vehicle stopped, standing or parked at the edge or curb of a street;
- (7) Within 15 feet in either direction of a fire hydrant or the entrance to a fire station;
- (8) Blocking any driveway;
- (9) At any location along Wendell Boulevard;
- (10) On the east side of North Pine Street, from Wendell Boulevard to Mattox Street;
- (11) On the south and north sides of Wall Street, 100 feet from Wendell Boulevard;
- (12) On the east side of Hollybrook Road, from Third Street to the railroad track;
- (13) On the east side of Buffalo Street, 100 feet south from Wendell Boulevard;
- (14) Both sides of North Cypress Street, from Wendell Boulevard to Fifth Street;
- (15) Across any parking lines;
- (16) At any no parking zone as designated by signs or markings;
- (17) Blocking any residential or commercial mailbox thereby preventing delivery or collection of the U.S. mail.
- (18) Blocking any trailhead or upon a public greenway.***
- (19) In the Wendell Falls Subdivision on any public or private streets within the community except where otherwise designated. Parking during community-wide resident events is permitted with prior approval from the Town Manager of their designee. The Board of Commissioners may allow on-street parking during holiday periods.***

(Ord. of 6-11-2007)

Sec. 24-91. - No parking and fire lanes.

- (a) No person shall park a vehicle or permit it to stand, whether attended or unattended, upon any public vehicular, street, highway, or roadway in any area designated as a fire lane. This prohibition includes designated fire lanes in shopping center or mall parking lots and all other public vehicular areas; provided, however, persons actively loading or unloading supplies or merchandise may park temporarily in a fire lane located in a shopping center or mall parking lot as long as the vehicle is not left unattended.
- (b) The following is a recommended method for marking fire lanes. However, nothing in this section precludes variances to this recommended procedure. Fire lanes may be marked as follows:
 - (1) Signs should be a minimum of 12 inches by 18 inches with red letters and border on a white background;

- (2) Signs should be placed at each end of the fire lane, at every exterior angle in curb and gutter with a maximum of 100 feet between signs;
 - (3) Fire lanes should be marked with a continuous single six-inch-wide yellow stripe from beginning to end;
 - (4) Lanes should be four to five feet wide from curb to yellow line; and
 - (5) The words "No Parking—Fire Lane" with the words "Towing Enforced" directly beside or below it, shall be stenciled, parallel to the face of the curb, no farther than 100 feet apart, using yellow paint with a minimum 12-inch-high letters, or for each wall-mounted or column-mounted sign which gives notice of a fire lane, there shall be additional language, whether added to the existing sign or on a supplemental sign placed under or beside the existing sign, in the same general size and type of lettering, with the words "Towing Enforced."
- (c) The following locations are designated as "No Parking—Fire Lane" zones when appropriately marked: The Town of Wendell.

(Ord. of 6-11-2007)

Sec. 24-92. - Owner, lessee to install, maintain no parking areas and fire lanes in private parking areas and driveways.

It is and shall remain the duty of the owner or lessee of the private parking lot or driveway area to install and maintain and replace any signs established pursuant to this Code and to replace said signs and maintain and repaint said markings when such replacement or repainting shall become necessary, in order adequately to give notice to the public of such restricted parking designation.

(Ord. of 6-11-2007)

Sec. 24-93. - Parking zones for the handicapped.

- (a) Parking spaces for any vehicle driven by or transporting a person who is handicapped, as defined by G.S. 20-37.5, or transporting a person who is visually impaired, as defined by G.S. 111-11, shall be designated as provided by G.S. 20-37.6(d) in public places within the town located as follows:
 - (1) On the west side of North Pine Street, 40 feet north from the north curb of East Fourth Street.
 - (2) On the south side of East Fourth Street, 38 feet west from the west curb of North Pine Street.
 - (3) On the south side of East Depot Street, 21 feet east from the east curb of North Main Street.
 - (4) On the north side of West Depot Street, 17 feet west of the west curb of North Main Street.
 - (5) On the north side of East Third Street, 20 feet east from the east curb of North Main Street.
- (b) It shall be the duty of the director of public works to mark parking spaces as set out in subsection (a) of this section by marking spaces and by use of sign R7-8, Manual on Uniform Traffic Control Devices, or by such means of designation as may be provided by G.S. 20-37.6(d), as amended.
- (c) Parking spaces for any vehicle driven by or transporting a person who is handicapped, as defined by G.S. 20-37.5, or transporting a person who is visually impaired, as defined by G.S. 111-11, shall be designated as provided by G.S. 20-37.6(d) in parking areas or driveways of hospitals, shopping areas, apartment complexes, condominium complexes, commercial office complexes, or other privately owned public vehicular areas in the town by such means of designation as may be provided by G.S. 20-37.6(d), as amended.
- (d) The installation and maintenance of signs or markings designated for any vehicle driven by or transporting a person who is handicapped or visually impaired as set forth in subsection (c) of this section is and shall remain the duty of the owner or lessee of the privately owned parking lot or

driveway or other privately owned public vehicular area, and it shall be and remain the duty of said owner or lessee to maintain and replace such signs and maintain and repaint said markings when such replacement or repainting shall become necessary, adequately to give notice to the public of such restricted parking designation.

(Ord. of 6-11-2007)

Sec. 24-94. - Restricted parking.

- (a) Parking shall be restricted to no more than 15 minutes in the following designated areas: two parking spaces on East Fourth Street in front of Wendell Town Hall located at 15 E. Fourth Street from 6:00 a.m. until 6:00 p.m. daily.
- (b) Parking shall be restricted to no more than two hours per space in the designated areas of either side of Main Street between Second Street and Fourth Street and either side of Third Street from Cypress Street to Pine Street from 8:00 a.m. until 6:00 p.m.

(Ord. of 6-11-2007)

Sec. 24-95. - Parking in or near residential areas.

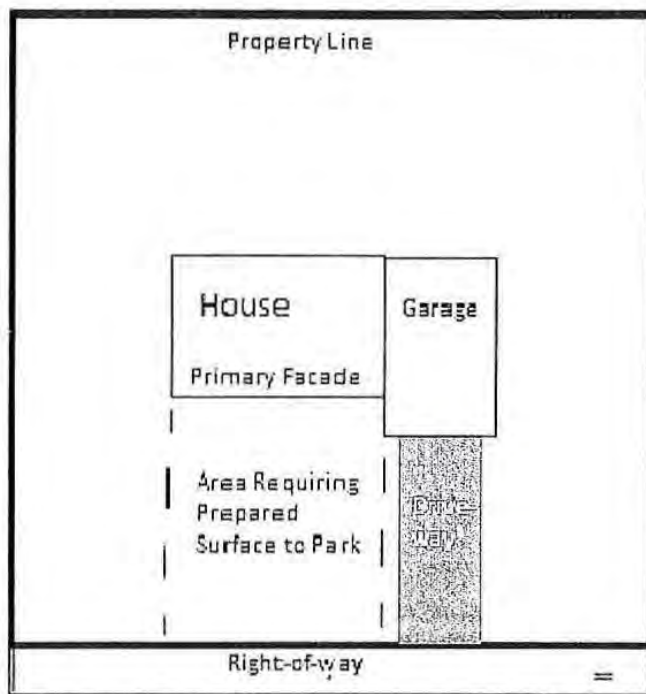
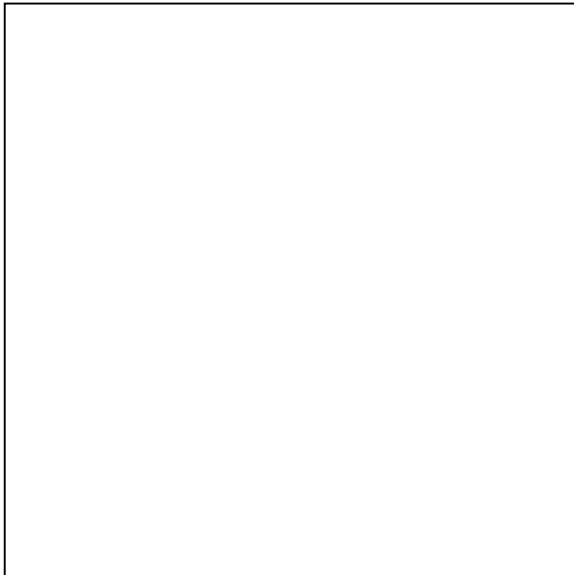
- (a) *Definitions* . The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

Commercial, industrial or construction truck or vehicle means any motor vehicle having a gross weight of greater than 12,000 pound or having three or more axles or which has a length in excess of 270 inches (22 feet, six inches) overall or a width in excess of 96 inches (eight feet). For purposes of clarification, but without limitation, the term *commercial, industrial or construction truck or vehicle* includes dump trucks, tractor-trailers, tankers, tank trucks, buses, large panel vans, trailers and construction equipment or any part thereof. Residential utility trailers are not considered a commercial, industrial or construction truck or vehicle for the purpose of this section.

- (b) *Prohibited acts*. It shall be unlawful:

- (1) To operate, park, store, maintain or repair a commercial, industrial or construction truck or vehicle within a residential area or on the public rights-of-way therein, except for:
 - a. The sole purpose of, and for the time period reasonable required for, loading or unloading commodities; or
 - b. An owner/driver of a tractor/trailer to park the tractor portion of the rig on property where he resides.
- (2) To park a commercial, industrial or construction truck or vehicle in a commercial or industrial zone unless it is at least 25 feet away from any residential area.
- (3) For any vehicle used, manufactured, or designed for transporting toxic or explosive materials or flammable liquids to park in any residential area or on the public rights-of-way therein.
- (4) To park any recreational vehicles, including, but not limited to, campers, motorhomes, utility trailers, and boats, within the front yard of a residential area or on the public rights-of-way therein.
- (5) Unless on a prepared surface, to park directly between the primary front facade of a dwelling and the road right-of-way. The primary facade of a dwelling does not include attached front-loading garages or carports. Prepared surfaces include concrete, asphalt, brick, gravel, or other similar materials, but shall not include landscaped areas or dirt. For gravel to be used as a

prepared surface, it must be at least two inches deep and bordered by landscape timbers or a similar material.



- (6) On corner lots, to park within seven feet of the edge of street pavement in the side yard, with the exception of those vehicles parked on an approved driveway.

(Ord. of 12-11-2006(2); [Ord. No. O-3-2014](#), § 2, 4-14-2014; [Ord. No. O-15-2014](#), § 1, 8-25-2014)

Sec. 24-96. - Parking in loading zones.

When signs are erected or painted on the streets giving notice thereof, no person shall, at any time between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, park any vehicle within the areas designated as loading zones, except for purposes of loading and unloading such vehicle. In no case shall the stop for loading or unloading of materials exceed 60 minutes or the loading or unloading of passengers exceed 10 minutes.

Sec. 24-97. - Leave standing or parking a vehicle for certain purposes prohibited.

No person shall stand or park a vehicle upon any right-of-way or roadway or street for the principal purpose of:

- (1) Displaying it for sale;
- (2) Greasing or repairing or performing work of any kind on such vehicle except repairs necessitated by emergency or parking it in such locations before or after or otherwise incidental to performing work or repairs.

Secs. 24-98—24-122. - Reserved.

Item Title:

Resolution accepting the streets contained in Phases SF1, SF2, SF3, and SF13 of Wendell Falls for Town ownership and maintenance.

Board of Commissioner Meeting:

Monday, April 27, 2020

Specific Action Requested:

Motion to adopt a resolution accepting the streets contained in Phases SF1, SF2, SF3, and SF13 of Wendell Falls dedicated as public for ownership and maintenance by the Town of Wendell.

Item Summary:

While approval of final plats for new subdivisions includes the dedication of public right-of-way to serve new streets, public *maintenance* of roads does not commence until additional steps are taken by the developer and verified by Town staff.

Per the Town's Standards and specifications document, the final lift of asphalt in new subdivisions are installed after 80 percent of the lots have been constructed and occupied, unless otherwise specified by the Town Representative. Following the installation of the final surface course, a final inspection by Town staff is conducted and a punch list generated of items required to be repaired. Final acceptance of streets is subject to satisfactory correction of any defects in the facilities.

Phases SF1, SF2, SF3, and SF13 of the Wendell Falls subdivision have completed all these steps. The developer has also provided a written warranty against defects equivalent to 10 percent of the cost of the installation of stormwater improvements within said streets, per the Town's UDO requirements.

As such, the developer is requesting the Town to officially accept and take over maintenance of all public streets within these phases. Private alleys would continue to be maintained by the HOA. Staff has timed this request to coincide with the Town's parking ordinance amendment. If approved, the approximately 5.3 miles of roadway within these phases would be added to the next annual Powell Bill map, which would increase the town's eligible Powell Bill funding.

Staff will work with the HOA and residents through public education on how to report maintenance needs (for example: reporting potholes) and traffic enforcement over the coming months.

Staff Recommendation:

Staff recommends adoption of the attached Resolution to accept these roads for maintenance. The developer has met all applicable requirements per the Town's Standards and Specifications document and UDO.

Attachments:

- A. Resolution Accepting public streets located in phases SF1, SF2, SF#, and SF13 of the Wendell Falls Subdivision
- B. Map of Roads to be Accepted into Town Maintenance



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION ACCCEPTING STREETS LOCATED IN PHASES SF1, SF2, SF3,
AND SF13 OF THE WENDELL FALLS SUBDIVISION**

RESOLUTION NO.: R-12-2020

WHEREAS, by ordinance 0-11-2008, dated March 10, 2008, and recorded in Book 13182, PG 1653-1679, in conjunction with its associated map recorded in BM 2006, page 1056, the Town of Wendell, NC did annex certain territory into the corporate limits, which included Phases SF1, SF2, SF3, and SF13 of the Wendell Falls master planned community; and

WHEREAS, Phases SF1, SF2, SF3, and SF13 include approximately 5.3 miles of publicly dedicated streets, as depicted within EXHIBIT 1; and

WHEREAS, pursuant to the Town's Standards and Specifications document, said streets were required to be constructed and maintained by the developer until a minimum of 80 percent of lots were constructed and granted certificates of occupancy within the identified subdivision phases; and

WHEREAS, said streets were completed and the Wendell Public Works director (or his or her designee) has inspected said streets and has certified that said streets have been constructed in accordance with the design standards of the Town of Wendell and are in a condition acceptable to the Town of Wendell; and

WHEREAS, a written warranty against defects equivalent to 10 percent of the cost of the installation of stormwater improvements within said streets has been provided to the Town; and

WHEREAS, the Board of Commissioners of the Town of Wendell has determined that said streets should be accepted for maintenance by the Town of Wendell.

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

Section 1. The Town of Wendell does hereby agree to accept the streets contained in Phases SF1, SF2, SF3, and SF13 of the Wendell Falls subdivision (as further depicted in Exhibit 1) for maintenance, all pursuant to Statutes in force and effect in the State of North Carolina.



TOWN OF WENDELL

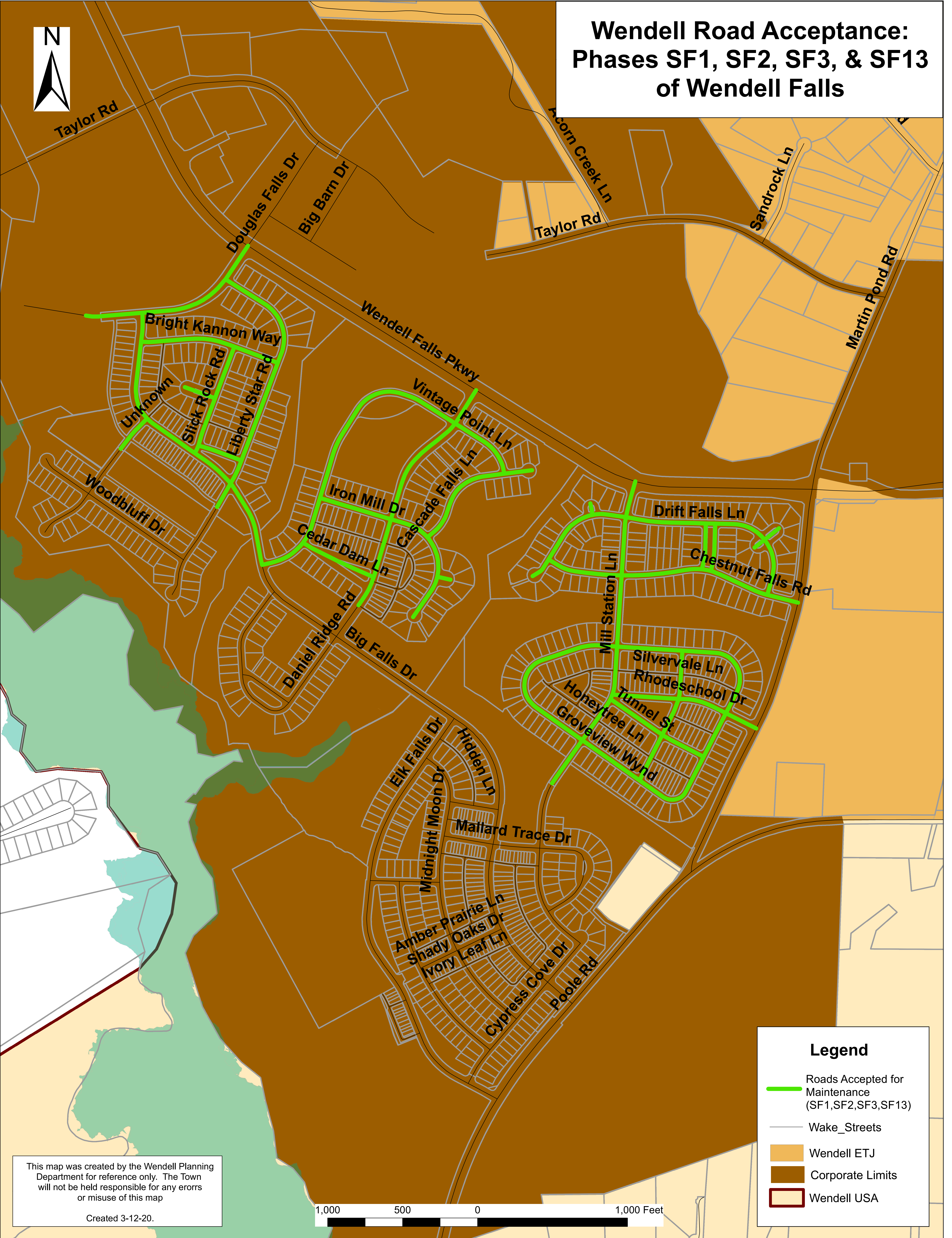
NORTH CAROLINA

Duly resolved this 27th day of April 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk



Date:

Item # 6c

Item Title:

Review and approval of a proposed mural for 128 N Main Street

Board of Commissioners:

Monday, April 27, 2020

Appearance Commission:

Monday, March 2, 2020

Specific Action Requested:

The Board of Commissioners is requested to discuss and take action on the Appearance Commission's recommendation regarding a mural application.

Item Summary:

At the March 2, 2020 meeting, the Appearance Commission reviewed one mural application.

The Appearance Commission unanimously recommended to the Board of Commissioners, approval of the mural application for the rear of 128 N Main Street with one suggested condition, that the applicant remove the proposed quote. The appearance commission felt that having another quote along Wendell Boulevard would be a distraction for traffic. Peggy Lee took the suggested condition back to the property owner and they agreed to remove the quote.

128 N Main Street

In 2013, as part of their long-range work plan, the Appearance Commission set a goal of having murals painted in the downtown area of Wendell. The purposes of adding murals is to create conversation pieces to help draw visitors to the Town; help improve the vibrancy of the community; and to encourage other building/business owners to have a mural painted on their property, or just a fresh coat of paint to the building.

The property owner expressed the desire to create a new mural on the rear of the building, which is prominently visible to westbound motorists on Wendell Boulevard. The visibility of this location makes it an ideal location. The new mural would be a vibrant colored oak tree and would coverup the previous artwork on the building. The artist chosen is Peggy Lee, who has done other murals within the region. The Appearance Commission recommended funding the mural up to \$750.



Section 12.8.Q of the UDO states that:

A mural as defined in Chapter 19 of this ordinance is subject to the following regulations:

1. No mural shall be added to the primary façade of the building.
2. Murals are not intended to be placed on residential structures or their accessory structures.
3. The mural shall not extend more than 6 inches from the plane of the wall upon which it is tiled or painted or to which it is affixed.
4. If the name of any business within the town's jurisdiction is included, it will be counted as a sign and must meet the regulations for signage.
5. The proposed mural must be recommended by the Appearance Commission and the final decision made by the Board of Commissioners prior to any paint being added to the building to review for appropriateness. A certificate of appropriateness will be issued by the administrator if approved by the Board of Commissioners.

Staff Recommendation:

Staff requests that the Board of Commissioners review the recommendation of the Appearance Commission in relation to the mural regulations in order to render action on the submitted application. Staff has reviewed the proposed mural and has determined that, the mural meets the Town's regulations.

Attachments:

None

Item Title:

Amendment to the Water Allocation Policy to Adjust the Procedural Requirements for Infill Development

Board of Commissioner Meeting:

Monday, April 27, 2020

Specific Action Requested:

Motion to amend the procedural requirements of the Town's Water Allocation Policy as it relates to infill development.

Item Summary:

The State of Emergency brought on by COVID-19 has highlighted recommended procedural changes to the Town's water allocation policy which staff wishes to bring to the Town Board for consideration. Based on guidance provided by the School of Government, the procedural requirements for quasi-judicial procedures mandated by NC General Statute do not support on-line or remote public hearings. Thus, during a state of emergency when public gatherings cannot be safely accommodated, the Town finds itself unable to act on certain items that require quasi-judicial proceedings.

As a result, staff has sought to identify reasonable changes that can be made to Town policies and procedures to permit more action to be taken outside of quasi-judicial proceedings. One such recommended change deals with amending the water allocation policy to permit approval of most allocation requests for infill development administratively, rather than through a quasi-judicial process.

Current Allocation Process

The current allocation policy's process was created to mirror the UDO process that allows for most projects to keep moving forward at staff level if the proposed project meets the standards set forth in the policy.

Proposed projects may only be approved for water allocation under the following 3 scenarios. However, under the current language, all allocation requests which require Board of Commissioner approval shall follow the standards and requirements of quasi-judicial decisions.

Allocation Scenarios

1. Scenario 1: Project scores a minimum of 50 points and maintains 100,000+ GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: Town Manager
- b. Process: If a project is awarded a minimum of 50 TOTAL POINTS or more, water allocation can automatically be granted by the Town Manager with a completed Utility Allocation Agreement, so long as granting such allocation would leave the Town with a minimum of 100,000 GPD of reserve sewer capacity.

2. Scenario 2: Project Scores a minimum of 50 points, but the requested allocation would not maintain a reserve of at least 100,000 GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: Board of Commissioners
- b. Process: Qualification for water allocation under Scenario 2 shall be determined by the Board of Commissioners according to the standards listed under this section. Projects must substantially advance at least 3 of the 9 categories listed below in order to be approved for allocation:
 - i. Anticipated increases in the Town's ad valorem tax base or the level of developer investment
 - ii. Construction and dedication of public infrastructure
 - iii. Provision of employment opportunities for Wendell citizens
 - iv. Provisions of diversified housing stock
 - v. Preservation of open space or conservation of existing habitat
 - vi. Protection of existing tree canopy or the provision of additional landscaping
 - vii. Provision of recreational amenities for current or future Wendell residents
 - viii. Provision of outdoor enhancements and/or transit improvements
 - ix. Advancement of the Town's goal of obtaining a 60%-40% ratio of residential to non-residential tax values

3. Scenario 3: Project scores less than 50 points but qualifies as a 'Special Exception'

- a. Approval Authority: Board of Commissioners
- b. Process: In order to facilitate residential infill development of smaller parcels, a Special Exception may be granted by the Board of Commissioners for major subdivisions to receive water allocation, regardless of point totals. In order to receive water allocation under this provision, the applicant must demonstrate that the following conditions have been met:
 - i. The property submitted for allocation is within the primary corporate limits or adjacent to the primary corporate limits.

- ii. The property is less than 20 acres in size.
- iii. There is no vacant or underdeveloped land of 10 acres or more in size adjacent to the project which could feasibly be added to the development to create a larger subdivision.
- iv. The market will not support the development of the subject land as a non-residential use that would score more base points than a major subdivision.
- v. All homes shall have at least 2200 square feet of heated space (per the approved utility agreement or development agreement).

Proposed Allocation Process:

Staff's recommended amendment is to modify the Town's policy to only require quasi-judicial proceedings to be followed when approval would drop the Town's reserve sewer allocation to less than 100,000 gallons, but to permit the Town Manager to otherwise approve requests. Staff also recommends amending the conditions of approval for infill development allocation requests to provide more concrete, objective standards.

Amendment # 1: Amend the Section entitled 'Water Allocation Process' to read as follows: (amendments are *italicized and underlined*. Deletions are shown with strike-throughs).

Water Allocation Process

Proposed projects shall complete the ***WATER ALLOCATION WORKSHEET*** according to its instructions to determine the total number of points achieved.

Proposed projects may only be approved for water allocation under the following 3 scenarios. *Allocation requests which are captured by Scenario 3 shall follow the standards and requirements of quasi-judicial decisions. All other Allocation requests shall be handled administratively.*

Allocation Scenarios

1. Scenario 1: Project scores a minimum of 50 points and maintains 100,000+ GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: Town Manager
- b. Process: If a project is awarded a minimum of 50 TOTAL POINTS or more, water allocation can automatically be granted by the Town Manager with a completed Utility Allocation Agreement, so long as granting such allocation would leave the Town with a minimum of 100,000 GPD of reserve sewer capacity.

2. **Scenario 2: Project scores less than 50 points but qualifies as a ‘Special Exception’ and maintains 100,000+ GPD of sanitary sewer capacity for the Town.**

- a. Approval Authority: ~~Board of Commissioners~~ Town Manager
- b. Process: In order to facilitate residential infill development of smaller parcels, a Special Exception may be granted by the ~~Town Manager~~ Board of Commissioners for major subdivisions to receive water allocation, regardless of point totals. For the purpose of this section, ‘adjacent property’ shall include any land sharing property boundaries or immediately across road right-of-way for any roadway not classified as a collector or thoroughfare. In order to be eligible to receive water allocation under this provision, ~~the applicant must demonstrate that~~ the following conditions ~~have been~~ must be met:
 - i. The property submitted for allocation is within the primary corporate limits ~~or adjacent to the primary corporate limits.~~
 - ii. The property is less than 20 acres in size.
 - iii. The requested amount of water allocation required to serve the development may not exceed 12,500 gallons per day.
 - iv. There is no vacant or underdeveloped land of 10 acres or more in size adjacent to the project which could feasibly be added to the development to create a larger subdivision.
 - v. The majority of the property’s boundary must be adjacent to existing developed property, or property which cannot be developed due to environmental constraints, per the Town’s development ordinances.
 - vi. The property has a Residential or Neighborhood Center zoning designation, unless the project consists of a multi-family or mixed-use development. ~~market will not support the development of the subject land as a non-residential use that would score more base points than a major subdivision.~~
 - vii. All single-family detached homes shall have at least 1800 square feet of heated space (per the approved utility agreement or development agreement).

3. **Scenario 3: Project Scores a minimum of 50 points or meets the criteria to qualify as a ‘Special Exception’, but the requested allocation would not maintain a reserve of at least 100,000 GPD of sanitary sewer capacity for the Town.**

- a. Approval Authority: Board of Commissioners
- b. Process: Qualification for water allocation under Scenario 2 shall be determined by the Board of Commissioners according to the standards listed under this section. Projects must substantially advance at least 3 of the 9 categories listed below in order to be approved for allocation:

- i. Anticipated increases in the Town's ad valorem tax base or the level of developer investment
- ii. Construction and dedication of public infrastructure
- iii. Provision of employment opportunities for Wendell citizens
- iv. Provisions of diversified housing stock
- v. Preservation of open space or conservation of existing habitat
- vi. Protection of existing tree canopy or the provision of additional landscaping
- vii. Provision of recreational amenities for current or future Wendell residents
- viii. Provision of outdoor enhancements and/or transit improvements
- ix. Advancement of the Town's goal of obtaining a 60%-40% ratio of residential to non-residential tax values

Improvements or site conditions which are required under the Town's Unified Development Ordinance shall not be given consideration as part of the water allocation approval process. In the case where multiple water allocation submittals are received by the Town, the Board or Town Manager shall also compare the number of total points each projects scored.

The Board of Commissioners or Town Manager shall make a determination for allocation requests prior to the approval of any development plans (i.e. preliminary plans, site plans, final development plans, etc.)

Points are awarded in two categories, BASE POINTS and BONUS POINTS. BONUS POINTS are broken down into four categories.

1. Non-Conformity Abatement and Public Infrastructure Improvements.
2. Green Development Standards
3. Outdoor Enhancement and Transit Improvements.
4. Amenities (Only for Projects with Residential Components).

Specific categories of bonus points, if selected, also require review and approval by the Board of Commissioners (i.e. Murals).

Unless a project can gain all necessary BONUS POINTS from a single improvement identified in the approved list, improvements must be made from at least two of the categories of BONUS POINTS.

A developer/applicant who has secured allocation according to this policy and hasn't reasonably progressed, in the opinion of the Town Manager, in construction plan approval,

building permit approval, or on-site construction for a period of 12 months will lose the award of allocation without benefit.

The Town reserves the right to withhold allocation from projects which have stalled for a period of 12 consecutive months if there is a shortage in capacity (less than 100,000 gallons of sewer capacity), even if they have fulfilled the approved Utility Allocation Agreement or Developer's Agreement. The project would however be entitled to re-allocation as soon as additional capacity was available without the necessity of reapplying for water allocation.

Public water may be utilized for irrigation purposes so long as the Primary Use associated with the site has previously gained water allocation through the Town.

This policy shall be reviewed periodically and, when appropriate, readjusted by the Board of Commissioners. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

Appeals of any provision of this policy shall be decided upon by the Board of Commissioners.

Staff Recommendation:

Staff recommends approval of the proposed water allocation policy amendments, which would streamline the development process and permit additional administrative action so long as a minimum reserve of sewer capacity were in place.

Attachments:

- A. Existing Water Allocation Policy, red-lined with staff's proposed changes



MUNICIPAL WATER ALLOCATION POLICY

Statement of Purpose

Drinking water supplies throughout the greater City of Raleigh distribution system are finite, subject to disruption by drought and/or other calamity, and Wendell's allocation is contractually limited. The Town staff, the Planning Board, and the Board of Commissioners, with input from citizens, have given a great deal of thought and study as to how best to utilize this valuable resource to benefit current and future citizens.

Wendell's municipal water capacity is a valuable resource that must be conserved and apportioned to new development projects that promote the Town's policy of insuring a diversified tax base and housing supply. Such an allocation policy will promote diversity of housing available to a wide cross section of citizens of diverse socio-economic backgrounds and promote economic viability and sustainability by encouraging retail and other commercial development within the Wendell community.

The local government expense of providing fire and police protection, schools, parks, social services, water and sewage systems, and other essential public services to residential neighborhoods is generally greater than the ad valorem tax revenue generated by such neighborhoods. On the other hand, the cost of providing services to commercial and industrial development is generally less than the tax revenue accrued by the local government. Recent studies of five North Carolina counties (including Wake) by the American Farmland Trust reveal that the cost of local government services provided to Wake County residential property owners is \$1.54 for each dollar of ad valorem tax revenue received, while the cost of providing services to Commercial/Industrial properties is only \$.18 for each dollar of revenue. Having a predominantly residential tax base would require the Town of Wendell to assess a higher tax levy over time to raise funds to provide essential services or to reduce the level of public services provided. This is one reason among many why local governments, including Wendell, strive to achieve a balance of both residential and non-residential growth.

Wendell's historical development pattern has been predominantly residential, leading to a current tax base of approximately 75% residential and 25% commercial/industrial. The Wendell town board finds that it is fiscally responsible and otherwise in the public interest to promote and encourage non-residential development in the jurisdiction as an alternative to residential development until a ratio is achieved that is closer to what exists in other communities in the County. A goal of achieving a tax base of 60% residential and 40% commercial/industrial is hereby established.

Communities without a wide variety of housing types and styles also put pressure on the Wake County Public School System, which remains committed to having students of a wide range of socio-economic backgrounds attend each local school.

In order to preserve and enhance property values, manage its limited water supply as a vital natural resource, promote economic development, and incentivize smart growth practices, the allocation of Wendell's potable water capacity shall hereafter be in accordance with this policy. The goals and procedures contained in the policy shall be reviewed periodically and when appropriate, readjusted by the Board of Commissioners. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

Introduction

All existing parcels of real property within the corporate limits of Wendell, regardless of proposed acreage, shape or location as of the adoption of this policy, are entitled to 250 gallons per day of water allocation to build and sustain a single family or a limited business or commercial use. No additional water allocation will be awarded for proposed development except in accordance with the requirements of this policy.

Upon receiving a new development proposal requesting water capacity, the Planning Staff shall direct the Developer/Applicant to demonstrate the project's qualifications. A Developer/Applicant shall state on the appropriate application, and stipulate within an approved Utility Allocation Agreement, the use or uses proposed to be built as part of the project along with the construction design and elevations. Town action on the request will be deferred until the application is complete and the requested information has been provided.

Key Assumptions:

This policy reserves municipal water in gallons per day for new development proposals, master plans, site plans, building plans and/or structures seeking construction approval. Each phase of a phased development must comply with the terms and development schedule of an approved Utility Allocation Agreement before the next phase can begin or the development risks loss of previously reserved capacity. Reserved capacity will be allocated once a building permit has been issued.

Previously reserved but unused allocation can be reclaimed by the Board of Commissioners for:

- (1) the lack of compliance with any existing Utility Allocation or Developer's Agreement;
- (2) violation of applicable town policy provision, ordinance standard, condition of approval;
- (3) violation of federal or state regulation; or
- (4) other good cause.

All projects considered for water allocation must provide a wastewater system connection with

adequate receiving capacity, as determined by the Wake County Health Department and/or City of Raleigh Public Utilities Department and approved by the Town of Wendell Town Manager. All proposed projects must be within the existing corporate limits or have filed a valid and complete petition for Voluntary Annexation.

All proposed projects under consideration must have a complete application submitted for the appropriate Master Plan, Subdivision, Site Plan, Special Use Permit, Conditional District or Zoning Compliance Permit, Building Permit or any other necessary approval.

All projects are subject to a Utility Allocation Agreement or Development Agreement approved by either the Board of Commissioners or the Town Manager, as described in the 'Water Allocation Process' section below. If the Developer/Applicant fails to meet all terms of that agreement the unused allocation will be reclaimed, no new building permits will be issued, and no new connections to the water or wastewater systems will be permitted. Active building permits will have certificates of occupancy held until mitigating measures are agreed to by all parties. For residential subdivisions, all improvements required as part of the Utility Allocation Agreement must generally be completed prior to 50% of Certificates of Occupancy being issued unless otherwise stated in the approved Utility Allocation Agreement or Development Agreement.

Any third parties who buy land to build upon are bound by the approved Utility Allocation Agreement or Development Agreement. If the agreement is not fulfilled, the above terms and conditions still apply regardless of who owns the land.

Projects with proven vested rights upon adoption of this policy will be permitted to finish their projects as previously approved.

Water Allocation Process

Proposed projects shall complete the ***WATER ALLOCATION WORKSHEET*** according to its instructions to determine the total number of points achieved.

Proposed projects may only be approved for water allocation under the following 3 scenarios. Allocation requests which are captured by Scenario 3 shall follow the standards and requirements of quasi-judicial decisions. All other Allocation requests shall be handled administratively. All allocation requests which require Board of Commissioner approval shall follow the standards and requirements of quasi-judicial decisions.

Allocation Scenarios

1. Scenario 1: Project scores a minimum of 50 points and maintains 100,000+ GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: Town Manager
- b. Process: If a project is awarded a minimum of 50 TOTAL POINTS or more, water allocation can automatically be granted by the Town Manager with a completed Utility Allocation Agreement, so long as granting such allocation would leave the Town with a minimum of 100,000 GPD of reserve sewer capacity.

2. Scenario 23: Project scores less than 50 points but qualifies as a ‘Special Exception’ and maintains 100,00+ GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: ~~Board of Commissioners~~ Town Manager
- b. Process: In order to facilitate residential infill development of smaller parcels, a Special Exception may be granted by the ~~Town Manager~~ Board of Commissioners for major subdivisions to receive water allocation, regardless of point totals. For the purpose of this section, ‘adjacent property’ shall include any land sharing property boundaries or immediately across road right-of-way for any roadway not classified as a collector or thoroughfare. In order to be eligible to receive water allocation under this provision, the applicant must demonstrate that the following conditions have been met:
 - i. The property submitted for allocation is within the primary corporate limits or adjacent to the primary corporate limits.
 - ii. The property is less than 20 acres in size.
 - iii. The requested amount of water allocation required to serve the development may not exceed 12,500 gallons per day.
 - iv. There is no vacant or underdeveloped land of 10 acres or more in size adjacent to the project which could feasibly be added to the development to create a larger subdivision.
 - v. The market will not support the development of the subject land as a non-residential use that would score more base points than a major subdivision. The majority of the property’s boundary must be adjacent to existing developed property, or property which cannot be developed due to environmental constraints, per the Town’s development ordinances.
 - vi. The property has a Residential or Neighborhood Center zoning designation, unless the project consists of a multi-family or mixed-use development.
 - vii. All single-family detached homes shall have at least 1800 square feet of heated space (per the approved utility agreement or

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development agreement).

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2.3.Scenario 23: Project Scores a minimum of 50 points or meets the criteria to qualify as a ‘Special Exception’, but the requested allocation would not maintain a reserve of at least 100,000 GPD of sanitary sewer capacity for the Town.

- a. Approval Authority: Board of Commissioners
- b. Process: Qualification for water allocation under Scenario 2 shall be determined by the Board of Commissioners according to the standards listed under this section. Projects must substantially advance at least 3 of the 9 categories listed below in order to be approved for allocation:
 - i. Anticipated increases in the Town’s ad valorem tax base or the level of developer investment
 - ii. Construction and dedication of public infrastructure
 - iii. Provision of employment opportunities for Wendell citizens
 - iv. Provisions of diversified housing stock
 - v. Preservation of open space or conservation of existing habitat
 - vi. Protection of existing tree canopy or the provision of additional landscaping
 - vii. Provision of recreational amenities for current or future Wendell residents
 - viii. Provision of outdoor enhancements and/or transit improvements
 - ix. Advancement of the Town’s goal of obtaining a 60%-40% ratio of residential to non-residential tax values

~~2.1.Scenario 3: Project scores less than 50 points but qualifies as a ‘Special Exception’~~

- ~~a. Approval Authority: Board of Commissioners~~
- ~~a. Process: In order to facilitate residential infill development of smaller parcels, a Special Exception may be granted by the Board of Commissioners for major subdivisions to receive water allocation, regardless of point totals. In order to receive water allocation under this provision, the applicant must demonstrate that the following conditions have been met:~~
 - ~~i. The property submitted for allocation is within the primary corporate limits or adjacent to the primary corporate limits.~~
 - ~~i. The property is less than 20 acres in size.~~
 - ~~i. There is no vacant or underdeveloped land of 10 acres or more in size adjacent to the project which could feasibly be added to the development to create a larger subdivision.~~
 - ~~i. The market will not support the development of the subject land as a non-residential use that would score more base points than a major subdivision.~~
 - ~~i. All homes shall have at least 1800 square feet of heated space (per the approved utility agreement or development agreement).~~

Improvements or site conditions which are required under the Town's Unified Development Ordinance shall not be given consideration as part of the water allocation approval process. In the case where multiple water allocation submittals are received by the Town, the Board or Town Manager shall also compare the number of total points each projects scored.

The Board of Commissioners or Town Manager shall make a determination for allocation requests prior to the approval of any development plans (i.e. preliminary plans, site plans, final development plans, etc.)

Points are awarded in two categories, BASE POINTS and BONUS POINTS. BONUS POINTS are broken down into four categories.

1. Non-Conformity Abatement and Public Infrastructure Improvements.
2. Green Development Standards
3. Outdoor Enhancement and Transit Improvements.
4. Amenities (Only for Projects with Residential Components).

Specific categories of bonus points, if selected, also require review and approval by the Board of Commissioners (i.e. Murals).

Unless a project can gain all necessary BONUS POINTS from a single improvement identified in the approved list, improvements must be made from at least two of the categories of BONUS POINTS.

A developer/applicant who has secured allocation according to this policy and hasn't reasonably progressed, in the opinion of the Town Manager, in construction plan approval, building permit approval, or on-site construction for a period of 12 months will lose the award of allocation without benefit.

The Town reserves the right to withhold allocation from projects which have stalled for a period of 12 consecutive months if there is a shortage in capacity (less than 100,000 gallons of sewer capacity), even if they have fulfilled the approved Utility Allocation Agreement or Developer's Agreement. The project would however be entitled to re-allocation as soon as additional capacity was available without the necessity of reapplying for water allocation.

Public water may be utilized for irrigation purposes so long as the Primary Use associated with the site has previously gained water allocation through the Town.

This policy shall be reviewed periodically and, when appropriate, readjusted by the Board of Commissioners. The Town's overall progress on policy goals will be considered and the multipliers and/or point thresholds readjusted accordingly.

Appeals of any provision of this policy shall be decided upon by the Board of Commissioners.

Ultimate Development Goals for the Full Build-out of Wendell:

These development goals apply to the entire, future Wendell jurisdiction including the ETJ, Short-range and long-range urban service areas.

GOAL #1: 60%-40% ratio of residential to non-residential tax values.

<p style="text-align: center;"><u>Upon Adoption-April 2016</u> 76% Residential - 24% Non-Residential</p>
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GOAL #2: Residential Housing Percentage Breakdown
SFD|TH|MF – 75%|10%|15% (Note – Duplex counted as MF)

<p style="text-align: center;"><u>Upon Adoption-April 2016</u> 80.5% 0.5% 19%</p>

GOAL #2A: Residential MF Type Breakdown
1|2|3 – 50%|30%|20%

	<u>Upon Adoption-April 2016</u>		
MF	Type 1	– 0	– 0%
	Type 2	– 0	– 0%
	Type 3	– 497	– 100%

BASE POINTS: List of Preferred Land Uses and Required Characteristics:

Uses listed below have been determined to be the most desirable and important uses for the Town of Wendell in order to promote and maintain economic and housing diversity. Only projects that completely meet the stated performance characteristics will be considered for water allocation.

70 Base Points	<p>Business Office/Professional Services Center – Type 1</p> <p>Qualifying projects must exceed 75,000 square feet of heated floor space and create at least 100 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services.</p>
70 Base Points	<p>Finance and Insurance Center – Type 1</p> <p>Finance and insurance establishments in this category exceed 75,000 square feet of heated floor space and create at least 100 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees engage in financial transactions that create, liquidate, or change ownership of financial assets. They also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing and data processing establishments.</p>
70 Base Points	<p>Manufacturing/Industrial Employment Center – Type 1</p> <p>Manufacturing or Industrial establishments in this category exceed 150,000 square feet of floor space located in plants, factories, or mills and employ power-driven machines and materials-handling equipment. They may also employ workers who assemble or create new products by hand, without the characteristic machinery-intensive enterprise. Many manufacturing establishments process products of agriculture, forestry, fishing, mining, or quarrying as well as products of other manufacturing establishments. Most manufacturing establishments have some form of captive services (e.g., research and development, and administrative operations, such as accounting, payroll, or management) in conjunction on-site.</p>
60 Base Points	<p>Arts/Entertainment/Museums</p> <p>These establishments operate facilities or provide services for a variety of cultural, entertainment, and performing art functions. Establishments include those that produce, promote, or participate in live performances, events, or exhibits intended for public viewing; those that preserve and exhibit objects and sites of historical, cultural, or educational interest; and those that operate facilities or provide services to serve activities associated with the aforementioned.</p>
60 Base Points	<p>Governmental Uses/Public Administration</p> <p>This category encompasses centers for all government functions; it includes federal, state, and local government agencies that administer, oversee, and manage public programs and budgets and have executive, legislative, or judicial authority. Establishments develop policy, create laws, adjudicate civil and criminal legal cases, and provide for public safety and for national defense.</p>

60	Public Safety
Base	This category comprises government-owned establishments providing fire and rescue, police, and emergency response services. Examples include Fire Stations, Police sub-stations, and EMS.
Points	
55	Amusement, Sports or Recreational Establishment
Base	Establishments in this category operate either indoor or outdoor facilities offering family activities (i.e. sports, recreation, or amusement) and provide services, such as facilitating amusement in places operated by others, operating recreational sports groups and leagues. Examples include golf courses, indoor sports venues, bowling alleys, miniature golf courses, athletic clubs, skating rinks, movie theatres, and arcades.
Points	
55	Mixed Use Development (Transit Oriented)
Base	Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and residential uses in multi-story buildings centered within a one-quarter mile radius of an existing rail or bus transit station or in the DMX zoning district. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and/or office uses. At least 10% of the heated square footage must be dedicated to street level, storefront retail uses.
Points	
55	Single Use Restaurant
Base	Newly constructed single use, stand-alone building used primarily for restaurant.
Points	
50	Business Office/Professional Services Center – Type 2
Base	Qualifying projects must be between 25,000-75,000 square feet of heated floor space and create at least 25 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees perform professional, scientific, and technical services for others. Such services require a high degree of expertise and training and provide high salaried employment opportunities. Examples include software engineering, legal, medical, accounting, consulting, architectural, biomedical, chemical, research and development, and administrative services.
Points	
50	Change of Use
Base	This category captures renovation, rehabilitation, up-fit or retrofit of existing buildings or portions of buildings that pre-date this policy and require a code summary sheet, change in building occupancy, certificate of occupancy, building permit and/or building inspections.
Points	

50	Finance and Insurance Center – Type 2
Base	Finance and insurance establishments in this category must be between 25,000-75,000 square
Points	feet of heated floor space and create at least 25 employment positions that exceed the average annual Wake County salary according to Wake County Economic Development or the Employment Security Commission. Employees engage in financial transactions that create, liquidate, or change ownership of financial assets. They also pool financial risks by underwriting insurance and annuities. Some establishments support employee benefit programs. Examples include bank or credit union headquarters, brokerages, investments, insurance, financing and data processing establishments.
50	Manufacturing/Industrial Employment Center - Type 2
Base	Manufacturing or Industrial establishments in this category must be between 50,000-150,000
Points	square feet of floor space located in plants, factories, or mills and employ power-driven machines and materials-handling equipment. They may also employ workers who assemble or create new products by hand, without the characteristic machinery-intensive enterprise. Many manufacturing establishments process products of agriculture, forestry, fishing, mining, or quarrying as well as products of other manufacturing establishments. Most manufacturing establishments have some form of captive services (e.g., research and development, and administrative operations, such as accounting, payroll, or management) in conjunction on-site.
50	Mixed Use Development (Greenfield)
Base	Newly constructed collection of vertically mixed retail, office and residential uses in a multi-
Points	story building or buildings on a previously undeveloped parcel. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and/or office uses. At least 10% of the heated square footage must be dedicated to street level, storefront retail uses.
50	Mixed Use Development (Urban Infill)
Base	Newly constructed or substantially rehabilitated collection of vertically mixed retail, office and
Points	residential uses in a multi-story building on a previously developed parcel within the corporate limits. In order to qualify as mixed use, developments must dedicate at least one-third of the total heated square footage to residential use and the remainder to a mix of retail and/or office uses. At least 10% of the heated square footage must be dedicated to street level, storefront retail uses.
50	Single Family House (Minor/Family Subdivision or Recombination)
Base	Newly constructed Single Family Home built upon new lots created via the minor/family
Points	subdivision or recombination process.
50	Warehouse/Distribution/Trucking Center
Base	Newly constructed center of at least 300,000 square feet where products and resources are
Points	transported to, stored, and delivered from via truck or rail.

48	Mixture of Use Development (Retail/Office-Institutional/Commercial)
Base	Newly constructed collection of horizontally arranged uses including retail, office-institutional and commercial within a master planned project on a previously undeveloped parcel or parcels and totaling at least 45,000 square feet of heated floor space. Mixture of use projects must include at least two (2) use types with at least 25% of the space devoted to each use type included in the development.
Points	
46	Retail/Commercial Center
Base	Newly constructed center of at least 50,000 square feet, typically containing an anchor such as a grocery store and other smaller spaces and/or outparcels for subordinate uses. Uses are entirely consumer driven and include all manner of retail, service and office possibilities.
Points	
45	Residential Use Multi-Family (Type I)
Base	Located within any Village/Town Center or Neighborhood Center as identified by the Town of Wendell Comprehensive Plan Framework Map. This category contains apartments where:
Points	<ul style="list-style-type: none"> ▪ the entire structure (<i>including all living area and attics</i>) are sprinkled for fire control purposes; and ▪ the entire exterior façade is comprised of brick, stone, other masonry finish, or a mixture of masonry and hardiplank or other cementitious fiber siding. ▪ the roof or roof structures are flat, or have a combination of roof types which give a predominantly flat appearance. ▪ consists of 4 or more stories. ▪ contains a mixture of uses, including but not limited to office, retail, or services preferably with retail and services on the ground level and offices and residences above.
44	Mixture of Use Development (Retail/Office-Institutional/Commercial)
Base	Newly constructed collection of horizontally arranged uses including retail, office-institutional and commercial within a master planned project on a previously undeveloped parcel or parcels and totaling less than 45,000 square feet of heated floor area. Mixture of use projects must include at least two (2) use types with at least 25% of the space devoted to each use type included in the development.
Points	
44	Religious Institutions and Non-Religious Fraternal Organizations
Base	Any facility such as a church, temple, synagogue, mosque, monastery, fraternal organization used for worship and/or meetings by a non-profit organization and their customarily related uses.
Points	
44	Single Use Office
Base	Newly constructed single use, stand-alone building used primarily for office and professional.
Points	
44	Single Use Retail
Base	Newly constructed single use, stand-alone building used primarily for retail.
Points	
42	Single Use Manufacturing/Industrial
Base	Newly constructed single use, stand-alone building used primarily for manufacturing/industrial.
Points	

41	Hotels, Motels, or other accommodation services
Base	Establishments in this category serve lodging and short-term accommodations for travelers.
Points	They may offer a wide range of services, from overnight sleeping space to full-service hotel suites. They may offer these services in conjunction with other activities, such as entertainment or recreation. Stays in these establishments are generally less than one month. This classification does not include boarding or rooming houses.
38	Major Subdivision
Base	Any subdivision of land of five (5) or more lots.
Points	
35	All Other Uses Not Categorized
Base	This category of use captures all other uses not categorized elsewhere.
Points	
35	Residential Use Multi-Family (Type II)
Base	This category contains apartments where:
Points	<ul style="list-style-type: none"> ▪ the entire structure (<i>including all living area and attics</i>) are sprinkled for fire control purposes; and ▪ the entire exterior façade is comprised of brick, stone, other masonry finish, or a mixture of masonry and hardiplank or other cementitious fiber siding. ▪ the roof or roof structures are flat, or have a combination of roof types which give a predominantly flat appearance. ▪ consists of 3 or more stories. ▪ is situated to provide pedestrian access to a surrounding activity center.
30	Residential Use Multi-Family (Type III)
Base	Not located within a Village/Town Center or Neighborhood Center. This category contains apartments where only the living areas are sprinkled for fire control purposes or does not meet all characteristics of a Type I or II multi-family unit.
Points	

BONUS POINTS

Proposed projects can gain BONUS POINTS by agreeing to provide any of the following items over and above the UDO or Standard Specification requirements for their development proposal.

NOTE: No bonus points are awarded if a project does not meet threshold of 30 BASE POINTS.

NOTE: No bonus points are given for UDO requirements (including stormwater).

CATEGORY 1 – Non-Conformity Abatement and Public Infrastructure Improvements

Section 1A - Abatement of Nonconformities	(Max - 3 points)
Abatement of any existing non-conforming structures	3
Abatement of any existing non-conforming use of land	2
Abatement of any existing non-conforming lots	1
 Section 1B - Roadway Infrastructure Not Warranted by TIA/UDO	 (Max - 6 points)
Construction of full cross section of existing off-site public street	6
Nearby intersection improvements	6
Traffic signal improvements	3
Median Construction and Landscaping where not required (<i>TRC review</i>)	2
Signage or striping improvements	1
Wayfinding signage improvements (<i>points vary on type of signage</i>)	1 or 3
<i>(1 for auto/ped, 3 for gateway; location/design must be approved by Administrator)</i>	
Light pole banners (<i>from preapproved list; 1 point for 5 banners</i>)	1
 Section 1C - Off-Site Public Greenway Improvements	 (Max - 10 points)
Construct more than 4000 linear feet of 10-foot wide path	10
Construct more than 3000 linear feet of 10-foot wide path	8
Construct more than 2000 linear feet of 10-foot wide path	6
Construct more than 1000 linear feet of 10-foot wide path	4
Construct less than 1000 linear feet of 10-foot wide path	2
 Section 1D - Off-Site Public Sidewalk Improvements	 (Max - 4 points)
Construct more than 600 linear feet of 6-foot wide sidewalk	4
Construct between 400 and 600 linear feet of 6-foot wide sidewalk	3
Construct between 250 and 400 linear feet of 6-foot wide sidewalk	2

CATEGORY 2. - Green Development Standards**Section 2A - Conservation of Natural Habitat Meeting Passive Open Space (Max - 10 points)**

Beyond Minimum Requirements as Defined in Chapter 7 of the UDO.One point per acre up to 10 acres (*Outside of Floodplain*)

1-10

Section 2B - Parking Lots and Stormwater BMP's**(Max –11 points)**Structured Parking Facilities – (*must reduce footprint of equivalent surface parking lot for same number of spots by 20%*)

11

Stormwater - Restored Riparian Buffer

7

Stormwater - Landscaped Green Roof

5

Stormwater - Bioretention

5

Stormwater - Underground capture system for on-site irrigation (*i.e. Cistern*)

4

Stormwater - Wetland

4

Exclusive use of porous pavement in parking areas where suitable

2

Provision of on-street public parking (*outside of typical cross-section and subject to approval of Administrator. 1 point per 2 stalls, up to 2 Max*)

1-2

Section 2C - Building/Site Design**(Max - 15 points)**

Platinum LEED Certification

10

Gold LEED Certification

8

Redevelopment of previously vacant space over 20,000 square feet

8

Development or Redevelopment within DMX Zoning District

7

Silver LEED Certification

6

Redevelopment of previously vacant space under 20,000 square feet

6

Historic Structure Preservation via Deed Restriction (*Determined by TRC; must be a contributing structure within a National Register District or individually listed in the National Register*)

5

Neighborhood/Subdivision LEED Certification

5

Green Homes LEED Certification

5

Bronze LEED Certification

4

Use of xeriscaping techniques and drought tolerant species

2

CATEGORY 3 – Outdoor Enhancement and Transit Improvements**Section 3A – Outdoor Enhancement****(Max – 8 points)**Construction or Preservation of Gateway Landscaping or Structure (*Subject to Comprehensive Plan Consistency and Board approval*)

5

Restoration of Historic Structure (*Must be approved by TRC; must be a contributing structure within a National Register District or individually listed in the National Register*)

5

Outdoor Display of Public Art (*Subject to Board Approval*)

4

Maintenance of Roadside Gateway Plant Bed (*requires maintenance (Must be in Gateway Overlay Areas identified in Comprehensive Plan)*)

3

Enhanced Roadside Landscaping (*Subject to Board Approval*)

2

Outdoor Dining Area (750 sq. ft. min; on private property)

2

14

Rooftop Seating area (750 sq. ft. min)	2
Mural painted on building by professional muralist (<i>Subject to Board Approval</i>)	1
Enhanced on-site Landscaping (Subject to Administrator approval) (<i>50% more plantings in buffers, street yard, or parking lot. 1 point per option</i>)	1-3

Section 3B - Transit**(Max – 8 points)**

Provision of more than 50 designated Park & Ride Stalls	8
Provision of 25 designated Park & Ride Stalls	5
Provision of 10 designated Park & Ride Stalls	3
Provision of mass transit easement w/ structure (<i>bus stop with shelter & bench</i>)	2

CATEGORY 4 - Amenities (Only for Projects with Residential Components)**Section 4A - Private Greenway (paved)****(Max - 3 points)**

Construction of more than 3000 linear feet of 8-foot wide path	3
Construction of more than 2000 linear feet of 8-foot wide path	2
Construction of more than 1000 linear feet of 8-foot wide path	1

Section 4B - Pool**(Max - 8 points)**

Olympic Pool and Aquatic Center	8
Junior Olympic Pool	5
Lap Pool (<i>four lane minimum</i>)	3
Any Other Pool	2

Section 4C - Outdoor Deck/Patio**(Max - 3 points)**

Deck/Patio - More than 3000 square feet	3
Deck/Patio - More than 2000 square feet	2
Deck/Patio - More than 1000 square feet	1

Section 4D - Pool Amenities**(Max -2 points)**

Jacuzzi/Hot Tub/Whirlpool	2
Water Playground with apparatus	2
Sauna/Steam room	2

Section 4E - Clubhouse**(Max - 12 points)**

With full kitchen and over 4000 square feet of meeting space	10
With full kitchen and less than 4000 square feet of meeting space	9
Meeting space without kitchen more than 3500 square feet	8
Meeting space without kitchen 2500 - 3499 square feet	7
Meeting Space without kitchen 1500 - 2499 square feet	5
Meeting Space without kitchen less than 1500 square feet	4
No meeting space, bathrooms and changing rooms only	2

Workout facility in clubhouse, at least 1,000 square feet	2
Section 4F - Additional Active Recreation	(Max - 10 points)
Gymnasium (<i>regulation size indoor basketball court</i>)	10
Skate Park (<i>as approved by Parks and Rec</i>)	6
Baseball/Softball Field (<i>regulation size</i>)	5
Football/Soccer Field (<i>regulation size</i>)	5
Tennis Courts (<i>two regulation courts, fenced</i>)	5
Multi-Use Hard court (<i>two regulation basketball courts, fenced</i>)	5
Golf Course (<i>18 hole course</i>)	4
IPEMA Certified Playground Equipment	3
Sand or Beach Volleyball Court (<i>2 max</i>)	3
Lighted Field of Play for nighttime use	3
Electronic Scoreboard or Covered Dugouts or Bleachers	3
Disc Golf Course (<i>9 hole – 2 points; 18 hole – 4 points</i>)	2-4

Item Title:

Agreement for Purchase and Sale of Two Properties (recombined portions of PIN 1783946022 and PIN 1783837560) totaling approximately 23.2 acres on Hollybrook Road for the Future Development of a Neighborhood Park for \$150,000.

Report to the Board of Commissioners:

Monday, April 27, 2020

Specific Action Requested:

Approval of the Agreement to purchase land for the development of a neighborhood park on Hollybrook Road for \$150,000 by appropriating capital funds from the FY 2020 Town Hall project.

Item Summary:

The Town Attorney and staff negotiated with the representative of the property owner, Smith-Edwards LLC, as directed by the Board of Commission for the purchase of an offered portion of properties on Hollybrook Road for the purpose of constructing a neighborhood park totaling 23.3 acres for the amount of \$150,000. The attached agreement provides for the purchase.

The 2019 Parks & Recreation Master Plan for the Town of Wendell identifies the need for three (3) new neighborhood parks to provide walkable opportunities for nearby residential neighborhoods. Neighborhood parks typically serve a ¾ to 1 mile radius with a desirable size ranging from 7 to 15 acres. Typical activities serve both active and passive recreation needs for a diverse user population. The property to be acquired meets the neighborhood park description.

The agreement includes the follow provisions of note:

- Deposit - Escrow of \$10,000 by the Town within five business days of the effective date of the agreement that is refundable if the Buyer terminates the contract within a 60 day contingency period. The escrow applies to the purchase price if the sale is closed.
- Contingency Period – 60 day period to determine the suitability of the property and complete due diligence for the property.
- Closing Contingent on the repeal of Ordinance # O-17-2018 for the prior development and rezoning the balance of the property for a revised development plan. The contingency period may be extended and deposit returned if this condition is not met.

- Use of Property – The Town will use the property as a park for a minimum of 10 years. If the Town decides to sale the property within 10 years, the Town must offer the property to the developer for its then fair market value.

The Board appropriated \$500,000 in FY 2020 to initiate the design of the Town Hall capital project. The Town Hall project is just starting and will not expend the appropriated amount in FY 2020 and the FY 2021 Budget provides for the completion of the project. Staff recommends the use of \$150,000 from this project appropriated in FY 2020 to purchase the property.

If purchased, staff proposes to complete a site-specific master plan for the neighborhood park in FY 2021 for the preparation of a Parks & Recreation Trust Fund grant for the construction of the new park in FY 2022.

Staff recommends the Board to authorize the Town Manager to sign the agreement and complete the purchase of the property upon the satisfaction of the conditions for the amount of \$150,000.

Attachments:

- A. Agreement for Purchase and Sale
- B. Recombination Plats showing Property for Purchase

AGREEMENT FOR PURCHASE AND SALE
(Wendell, NC – 23+/- Acres)

THIS AGREEMENT FOR PURCHASE AND SALE (“Agreement”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”), by and between Smith-Edwards, LLC, a North Carolina limited liability company (“Seller”), and the Town of Wendell, a North Carolina municipal corporation (“Buyer”).

W I T N E S S E T H T H A T:

WHEREAS, Seller is the owner of certain real property located on Hollybrook Road, Town of Wendell, County of Wake, State of North Carolina being Parcel Identification Number (“PIN”) _____ (the “Master Tract”);

WHEREAS, the Master Tract is currently zoned by the Town for master planned residential use pursuant to Ordinance #O-17-2018;

WHEREAS, in preparation for its recordation in the Wake County office of the Register of Deeds, Seller has filed with the Town pursuant to the authority of N.C.G.S. 160A-376 a survey to sever a portion of the Master Tract consisting of twenty-three and two thousand sixty-ninth (23.2069) acres of land being “New Lot 1 (19.0164 acres)” on the north side of S. Hollybrook Road and “New Lot 2(4.109 acres)” lying off the south side of S. Hollybrook Road, as shown on surveys entitled “Smith-Edwards, LLC Recombination Plat” dated October 21, 2019, prepared by John A. Edwards & Company, attached hereto as Exhibit A and incorporated herein by reference (collectively, the “Property”);

WHEREAS, Seller has applied to the Town of Wendell for the repeal of Ordinance # 0-17-2018, returning the Property to its pre-existing zoning classification, and to approve a revised zoning plan for the balance of the Master Tract being that Master Plan of Holly Brook Subdivision attached hereto as **Exhibit B** (the “Master Plan”) and incorporated herein by reference;

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property for use as a park and ancillary public uses pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Property. Seller desires to sell to Buyer and Buyer desires to purchase from Seller that certain real property located on Hollybrook Road, Town of Wendell, County of Wake, State of North Carolina consisting of twenty-three and two thousand sixty-ninths (23.2069) acres of land being “New Lot 1 (19.0164 acres)” on the north side of S. Hollybrook Road and “New Lot 2 (4.1905 acres)” lying off the south side of South Hollybrook Road, as shown on surveys entitled Smith-Edwards, LLC “Recombination Plat”, dated October 21, 2019, prepared by John A. Edwards & Company, attached hereto as **Exhibit A**, and incorporated herein by reference (collectively, the “Property”).

2. Purchase Price. The purchase price for the Property shall be One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

3. Escrow Agent. A copy of this Agreement, executed by Buyer and Seller, shall be delivered to and accepted by Cauley Pridgen, LLC (“Escrow Agent”). The parties shall promptly execute and deliver such escrow instructions and additional documents, not inconsistent with this Agreement, as may be required to effectuate the intent hereof.

4. Deposit. Within five (5) business days after the Effective Date, Buyer shall deposit in escrow with the Escrow Agent a copy of this Agreement and the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (“Deposit”). The Deposit shall become non-refundable for any reason other than Seller default unless Buyer terminates the Contract within a sixty (60) day Contingency Period beginning on this Agreement’s effective date. The Deposit shall be applied as a credit against the purchase price of the Property at Closing. The Escrow Agent shall release the Deposit in accordance with this Agreement and in reliance upon the joint written instructions of Buyer and Seller. In the event that a dispute arises with respect to the distribution of any funds held, the Escrow Agent may apply to a court of competent jurisdiction for an order determining the party or parties to whom the Deposit shall be paid. All costs of such proceedings together with all reasonable attorneys’ fees and costs incurred by the Escrow Agent and the successful party or parties in connection therewith shall be paid by the unsuccessful party or parties to such proceeding.

5. Contingency Period. Buyer shall investigate the suitability of the Property for Buyer’s intended development of a public park and shall give notice to Seller, within the Contingency Period, of its election to terminate this Agreement or proceed with the transaction. If Buyer delivers written notice to Seller and Escrow Agent that it has determined not to proceed, then this Agreement automatically shall terminate, whereupon the Deposit shall be immediately returned to Buyer and Buyer and Seller shall have no further obligation to one another pertaining to the purchase and sale of the Property, except as to any surviving obligations hereunder. In the event Buyer does not deliver notice of termination as aforesaid on or before the date of expiration of the Contingency Period, the Initial Deposit shall become nonrefundable to Buyer, except in the event of Seller’s default as previously stated.

6. Property Information. Seller shall provide to Buyer within five (5) calendar days of the Effective Date (and thereafter upon obtaining same) copies of any and all (a) recorded plat(s)

and other drawings of the Property; (b) reports from any governmental body having jurisdiction over all or any part of the Property; (c) inspection reports, letters, Phase I Environmental Assessments, test results, wetland buffers and/or delineations, wetlands permits, advisories and other similar documents relating to the existence or nonexistence of Hazardous Materials (as hereinafter defined) and/or underground storage tanks; (d) soil and geological tests and reports; (e) governmental, quasi-governmental or utility approvals or permits; (f) construction drawings, site plan, plans and specifications; (g) drainage and grading information and materials; (h) soil and flood control conditions, information and materials; and (i) any and all other documents in Seller's possession related to suitability of the Property for development (collectively, the "Reports"). Seller provides the Reports to Buyer without any representations or warranties of any kind and are merely provided for Buyer's informational purposes. Copies of any Reports not in Seller's possession or control upon the execution of this Agreement or not yet obtained but which are obtained or come into Seller's possession or control prior to the Closing shall be delivered to Buyer within forty-eight (48) hours thereafter. If Seller does not possess an item referenced above, Seller shall cooperate, at no expense or liability to Seller, with Buyer to obtain such information. In the event this Agreement is terminated by Buyer, Buyer shall return the Reports to Seller along with assignment and delivery of all Reports engaged by or otherwise obtained by Buyer regarding ownership and potential development of the Property, with the exception of any Reports containing the confidential and/or proprietary information of Buyer including, but not limited to, financial analysis and modeling.

7. Title.

(a) For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to do business in North Carolina, under its standard form of ALTA owner's policy of title insurance, at its standard rates, subject only to the following (hereinafter called the "Permitted Exceptions"): (i) the standard or printed exclusions in the form of owner's policy of title insurance referenced above; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) the lien for Taxes not due and payable on or before the Closing Date; (iv) zoning ordinances affecting the Property; and (v) all matters, if any, waived by Buyer pursuant to this Section 7. Buyer acknowledges receipt and review of the Town of Wendell Zoning Ordinance #0-17-2018 and affirmatively waives any objection to the terms thereof and assumes sole responsibility for its impositions on the future development of the Property.

(b) Buyer shall have until the date ten (10) days prior to the expiration of the Contingency Period in which to examine title to the Property and in which to give Seller written notice of any objections which render Seller's title less than good and marketable fee simple title. Buyer may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Buyer's initial examination, but Buyer's failure to specify in its initial notice of title objections any objection appearing of record as of the date of such initial notice shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Buyer shall fail so to examine title to the Property or to give Seller such initial notice of title objections, Buyer shall be deemed to have waived all objections

appearing of record as of the date of expiration of the Contingency Period, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement.

(c) Seller shall have five (5) days prior to expiration of the Contingency Period, in which to review Buyer's initial notice of title objections and, if Seller elects, in which to give Buyer written notice of any objections specified therein which Seller does not intend to attempt to satisfy. If Seller gives Buyer such written notice with respect to any objection specified in Buyer's initial notice of title objections, and if Buyer thereafter does not elect to terminate this Agreement pursuant to Section 5 hereof, Buyer shall be deemed to have waived any objection specified in Buyer's initial notice of title objections as to which Seller has given Buyer such notice, and any such objection shall thereafter constitute a Permitted Exception under this Agreement.

(d) Seller shall have until the Closing Date to satisfy all objections other than those waived by Buyer pursuant to subsections (b) and (c) of this Section 7, and, if Seller fails to so satisfy any such objections, then, at the option of Buyer, and as its sole and exclusive alternatives and remedies, Buyer may either: (i) terminate this Agreement in which event the Deposit shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

8. Survey. Buyer, at Buyer's option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of North Carolina to prepare a current and accurate survey of the Property (herein called the "Survey"). If Buyer elects to obtain the Survey, Buyer shall cause three (3) prints of the Survey to be delivered to Seller's attorney at the address for copies of notices set forth below Seller's execution of this Agreement. At Buyer's option, the Survey will be utilized as the basis for the preparation of a legal description of the Property to be included in the general warranty deed to be delivered by Seller to Buyer at Closing. In the absence of Buyer electing to obtain a new survey, the Property description set forth on **Exhibit A** shall be utilized in the transaction.

9. Conditions to Closing.

(a) Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions on or as of the Closing, unless an earlier date is specified in this Agreement: (i) Seller's representations and warranties set forth in this Agreement are materially true, complete and correct, (ii) Seller has materially performed all of its obligations to be performed by Seller, (iii) the Title Company (as that term is defined in Section 7 of this Agreement) shall be unconditionally committed as of Closing to issue to Buyer an ALTA extended owner's policy of title insurance underwritten by the Title Company, with coverage in the amount of the Purchase Price, insuring good and marketable fee simple title to the Property free and clear of all matters except the Permitted Exceptions ("Title Policy"), (iv) there shall be no material adverse change in the condition of or affecting the Property not caused by Buyer between the expiration of the Contingency Period and the Closing.

(b) Seller's obligation to close this transaction is subject to the repeal of Ordinance # O-17-2018 returning the Property to its pre-existing zoning classification, and the rezoning of the balance of the Master Tract substantially in accordance with the **Exhibit B** Master Plan. In the event such condition has not been satisfied by the Section 10 Closing Date, as the same may be extended, this Agreement shall terminate, the Deposit shall be returned to Buyer and neither party shall have any further obligation to the other.

(c) The Parties agree that for a minimum period of ten (10) years, use of the Property shall be a Town of Wendell public park and ancillary public purposes. If Buyer, within ten (10) years of the Closing Date, should desire to sell or transfer the property to a third party, it shall first offer to resell the Property to Owner for its then fair market value, to be determined by each appointing an M.A.I. Appraiser to provide a written opinion of value, with the purchase price being the average of the two opinions payable within one hundred twenty (120) days of the latter received of the appraiser reports. This Right of First Offer to the Seller shall be subject to statutory disposition procedures under Article 12 of Chapter 160A of the North Carolina General Statutes and shall be memorialized by insertion in the general warranty deed to be delivered by Seller to Buyer pursuant to Section 8 of this Agreement.

10. Close of Escrow.

(a) The closing resulting in the conveyance of fee simple title in the Property to Buyer ("Closing") shall occur on or before July 6, 2020 ("Closing Date"). Buyer shall have the right to obtain three (3) consecutive thirty (30) day extensions of the Closing Date (each, a "Closing Extension"). To exercise its right to a Closing Extension, Buyer shall deliver to Seller and Escrow Agent notice of its election to extend the Closing Date pursuant to this Section 10 ("Extension Notice") prior to the Closing Date, or any extension thereof. No later than five (5) business days after each Extension Notice is delivered, Buyer shall deliver the sum of Five Thousand and No/100 (\$5,000.00) to Escrow Agent ("Extension Deposit"). Each Extension Deposit delivered to Escrow Agent shall be applied as a credit to the purchase price of the Property at Closing but, along with the Deposit, shall be nonrefundable thereafter to Buyer for any reason notwithstanding any other provision of this Agreement to the contrary

(b) Seller shall provide vacant possession of the Property to Buyer at Closing

(c) The Closing shall occur at the office of Escrow Agent or at such other place as Seller and Buyer may otherwise agree. The Closing shall be deemed to have occurred when the Deed (as that term is defined in this Section 10) has been recorded by Buyer's closing attorney. Seller shall convey the Property to Buyer by general warranty deed (subject only to the Permitted Exceptions) in form and content prepared by Buyer, subject to Seller's reasonable approval ("Deed"). Seller shall deliver to Buyer at Closing: (i) the Deed, (ii) a title affidavit in the form required by the Title Company in order to issue the Title Policy without the standard exceptions and including the "gap" affidavit, (iii) an affidavit as required by Section 1445(b)(2) of the Internal Revenue Code, setting forth Seller's taxpayer identification number, Seller's address and stating that it is not a foreign person for the purposes of that section, (iv) an IRS Form 1099-S, (v) evidence of authority to consummate the sale, all in form and substance acceptable to the title company

issuing Buyer's policy of owner's title insurance ("Title Company"), (vi) a transfer tax form if required in the jurisdiction in which the Property is located, (vii) a fully executed settlement statement, and (viii) any and all other documents required by the Title Company.

(d) Buyer shall pay the costs and expenses associated with the following: (i) all costs of Buyer's due diligence, including fees due its consultants and attorneys, (ii) all lenders' fees related to any financing to be obtained by Buyer, and (iii) the premium for any owner's policy of title insurance policy for the Property. Seller shall pay the following costs and expenses associated with the transaction: (i) all fees due its attorneys, (ii) all costs incurred in connection with causing the title company to remove any title matters to the extent Seller specifically agrees in writing or as otherwise required herein, at or prior to Closing, to cause removal of such, and (iii) all transfer taxes, sales taxes, documentary stamp taxes and similar charges, if any, applicable to the transfer of the Property to Buyer, (but not with respect to any financing to be obtained by Buyer). Any other costs related to the Closing shall be allocated between Buyer and Seller in the same manner as they are customarily allocated between Buyer and Seller in Wake County in similar real estate transactions. The obligations of the parties under this Section 10(d) shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

(e) All real property ad valorem taxes applicable to the Property shall be prorated (employing a 365-day year) between Buyer and Seller as of the Closing Date based upon the current property assessment. If the Property is taxed as a portion of a larger parcel and such taxes are not due and payable prior to the Closing, Seller shall pay to Buyer or provide Buyer with a credit against the Purchase Price for Seller's share of such real property ad valorem taxes and such taxes shall be paid by Buyer when due. Seller's pro rata share of such taxes shall be based on the ratio of (i) the acreage contained in the entire acreage taxed divided by (ii) the acreage of the entire area taxed less the acreage of the Property. If such assessment is not available for the year in question, taxes shall be prorated at the Closing based on one hundred five percent (105%) of the most recently available property assessment. All assessments levied against the Property as of the Closing Date shall be paid in full by Seller on or before Closing, including, without limitation, any assessment of the Property or any part thereof which is or may become payable in installments, even though one or more of such installments may not be due until after Closing, such that, for the purposes of this Agreement, the unpaid installments of any such assessments described in the preceding sentence shall all be considered due and payable and shall be paid by Seller at or prior to Closing. In the event there exists any so-called "greenbelt", "roll-back" or other deferred taxes the payment of which becomes retroactive to the period of Seller's ownership of the Property, pursuant to a change in zoning, use, or ownership, such retroactive taxes shall remain the obligation of Seller. All prorations shall be final as of the Closing Date. If the parties make any errors or omissions in the closing prorations or if they subsequently determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing. The provisions of this Section 10(d) shall survive the Closing. Any liens or charges imposed by the Town of Wendell or other governmental entity as a result of development of the Property shall be the sole responsibility of Buyer.

11. Broker. Buyer and Seller hereby represent and warrant to each other that they have not retained or dealt with any broker with respect to this transaction. Buyer and Seller each agree to indemnify, protect, defend and hold the other harmless for, from and against any expense initiated by any broker, commission agent or other person, which such party has engaged or retained in connection with the transaction contemplated by this Agreement. The terms of this Section 11 shall survive the Closing or earlier termination of this Agreement.

12. Representations, Warranties and Covenants. The Property is being sold to Buyer “as-is” without any representations or warranties of any kind by Seller except as follows:

(a) Seller is the owner in fee simple of the Property. Seller has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein and all necessary action has been taken to duly authorize the execution and delivery of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by Seller of the covenants and obligations to be performed and carried out by it hereunder.

(b) To the best of Seller’s knowledge, Seller is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(c) There are no leases, tenancies, options, rights of first refusal, licenses, or other agreements applicable to or affecting the Property. No third party has any right to utilize or possess the Property, there are no adverse parties in possession of any portion of the Property and there are no encroachments by Seller on the property of others or others on the Property.

(d) Except for the Town of Wendell requirements set out in Ordinance #0-17-2018 to the best of Seller’s knowledge there are no commitments or agreements which would require Buyer to pay any money or perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer.

(e) Seller has not received any notice of, and, to the best of Sellers knowledge, there does not exist any violations of any laws, statutes, ordinances, regulations, including but not limited to, zoning, building, subdivision, pollution, environmental protection, water disposal, health, fire and safety engineering codes, and the rules and regulations of any governmental authority having jurisdiction over the Property, or existing, pending or anticipated litigation or other claim, action, suit or proceeding involving the Property. During the term of this Agreement, Seller shall comply with any and all covenants, conditions, restrictions, laws, statutes, rules, regulations, ordinances, and notices given by any governing authority applicable to the Property and shall maintain the Property in its present state of repair and in substantially the same condition as of the date of this Agreement.

(f) To the best of Seller’s actual knowledge, without any duty of investigation, Seller, nor, any third party, has used, generated, manufactured, stored or disposed of any hazardous substances (however defined under any local, state or federal statutes or laws), wastes, petroleum products or pollutants (“Hazardous Materials”) in, at, on, under or about the Property and Seller

has received no notice of any violations of any local, state or federal statutes or laws governing the generation, treatment, storage, disposal or clean-up of Hazardous Materials.

(g) To the best of Seller's knowledge, neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(h) To the best of Seller's knowledge, no violations of any permits, consents or approvals applicable to the Property exist and all such permits, consents and approvals have been maintained and are valid. The foregoing representations and warranties shall be true and correct from the date hereof to Closing, shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of such Closing, and shall survive such Closing and shall not be merged upon delivery of the Deed, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns. In the event Seller becomes aware that any representation or warranty is untrue, inaccurate or incorrect or that any covenant of Seller has been breached, Seller shall deliver written notice to Buyer thereof within forty-eight (48) hours of obtaining such knowledge (but, in any event, prior to the Closing). Seller agrees to reimburse and indemnify, defend and hold harmless the Buyer and their respective successors and assigns, from and against all liability, damages and losses whatsoever, including reasonable attorneys' fees, resulting from any breach of warranty or covenant or misrepresentation made by Seller herein or in any document, certificate or exhibit given or delivered in connection herewith. This indemnification is in addition to any remedies set forth in Section 15. This Section 12 shall survive the Closing and the termination of this Agreement for a period of one (1) year.

13. Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when received electronically (provided that the recipient of such communication shall orally confirm receipt thereof) or when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service such as Federal Express, UPS Next Day Air or Airborne Express), to the address for each party set forth below.

Seller:

Smith-Edwards LLC
2643 A Wendell Road
Wendell, NC 27591-8691

Buyer:

Town of Wendell
15 E. Fourth Street
Wendell, NC 27591

Escrow Agent:

Cauley Pridgen, LLC
Capital Bank Plaza
333 Fayetteville Street
Suite 1508
Raleigh, NC 27601

Telephone: (919) 832-4040

Facsimile: (919) 832-4050

with a copy to:

Clyde Holt, III, Esquire
Fox Rothschild LLP
P. O. Box 27525
Raleigh, NC 27611
cholt@foxrothschild.com

with a copy to:

14. Condemnation. In the event, at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned or threatened with condemnation by any legally constituted authority for any public use or purpose, or any improvements located on the Property are damaged or destroyed by whatever cause, then Seller shall promptly notify Buyer in writing thereof and Buyer may elect to either: (i) terminate this Agreement, in which event the Deposit shall be immediately refunded to Buyer, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination; or (ii) collect all proceeds (or take an assignment from Seller of such proceeds) from any condemnation or from any insurance policies insuring the improvements located on the Property from damage or destruction and have the terms of this Agreement remain in full force and effect and binding on the parties hereto. (iii) terminate this Agreement, just as to the affected portion of the Property, and the parties shall have no further rights or obligations hereunder in respect of such affected portion of the Property, except for those rights or obligations which expressly survive any such termination. In the event of a condemnation in which Buyer does not elect to terminate this Agreement pursuant to the foregoing terms, then the term "Property" as used herein shall thereafter refer to the Property less and except any portion thereof taken by such condemnation and the Deposit shall be applied as a credit against the purchase price for the remaining portion of the Property.

15. Default by Buyer. If Buyer defaults hereunder, which default is not cured within seven (7) calendar days after Seller's delivery of written notice to Buyer specifying the nature of the default, Seller shall, as its sole remedy, retain the Deposit paid by Buyer as liquidated damages for such breach, it being hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Deposit constitutes a reasonable estimation of the amount of liquidated damages for such breach under the circumstances existing at the time this Agreement is entered into and is intended not as a penalty, but as full liquidated damages and this Agreement shall be deemed terminated, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. Without limiting the foregoing, Buyer shall have no other liability in the event Buyer defaults or fails to perform hereunder and any and all other legal or equitable rights or remedies which Seller may have against Buyer as a result of Buyer's default being hereby waived.

16. Default by Seller. In the event that Seller shall fail to fully and timely perform any of its obligations hereunder for any reason except as a result of Buyer's breach or default hereunder

or a valid termination of this Agreement, which default is not cured within seven (7) calendar days after Buyer's delivery of written notice to Seller, then at Buyer's option: (i) Buyer may terminate this transaction and escrow by giving written notice to Seller and Escrow Agent, whereupon the Deposit shall be immediately returned to Buyer, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination, or (ii) Buyer shall be entitled to file suit for specific performance of the terms and provisions of this Agreement. In no event shall Buyer have the right to recover any special or consequential damages.

17. Time is of the Essence. Time is of the essence hereof. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein. No amendment, modification, change or addition is to be made to this Agreement except by a written agreement executed by both Buyer and Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. Buyer is acquiring the Property from Seller and is not the successor of Seller. Buyer does not assume or agree to pay or indemnify Seller or any other party against any liability, obligation or expense of Seller. The waiver of any default by Seller or Buyer shall not be construed as a continuing waiver, or a waiver or any subsequent default of the same or any other provision of this Agreement. The terms of this Agreement shall be governed under North Carolina law. Possession of the Property shall pass at Closing. In the event of any action to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and attorneys' fees from the other party. This Agreement may be executed in counterparts. Faxed signatures are acceptable as original signatures. If the date for performance of any obligation hereunder or the last day of any time period provided herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday. This Agreement constitutes the entire contract and agreement between the parties. All terms and provisions and any other writing or oral communications between the parties are superseded.

18. Assignment. Neither party shall be permitted to assign its rights or obligations hereunder without the prior written consent of the other which consent shall not be unreasonably withheld, conditioned or delayed.

19. Inspection. Prior to Closing, Buyer or its agents or designees shall be entitled to enter upon the Property for the purpose of inspecting same, conducting boundary, wetland and topographical surveys, feasibility studies, soil tests, borings, asbestos and percolation tests and other tests needed to determine surface, subsurface and environmental and topographic conditions of the Property, including any and all improvements located thereon. Buyer shall provide Seller with oral notification no later than the day before Buyer such entry and shall return the Property to substantially the same condition in which it was prior to the time of such entry. All work performed shall be performed without cost or expense to Seller and Buyer shall indemnify and hold Seller harmless from any liability or loss as a result of said entry, except to the extent that any

such liability or loss is caused by Seller's negligence or willful misconduct. Notwithstanding the foregoing, such indemnification and hold harmless obligation shall not extend to the discovery or disturbance of any pre-existing Hazardous Materials or dangerous condition, unless the same results from Buyer's negligence or willful misconduct. To the extent any Hazardous Materials or dangerous conditions exist on the Property, and Seller has agreed to remediate, cleanup and/or remove such Hazardous Materials or dangerous conditions to the satisfaction of Buyer ("Remedial Measures"), Seller shall complete the Remedial Measures prior to Closing. In the event Buyer does not proceed to Closing, upon written request of Seller, Buyer shall deliver to Seller, the reports, materials and documents related to Buyer's inspections conducted pursuant to this Section 19, with the exception of any reports, materials and documents containing the confidential and/or proprietary information of Buyer including, but not limited to, financial analysis and modeling (collectively "Buyer's Due Diligence Materials"). Buyer's Due Diligence Materials shall be provided to Seller without warranty or representation of any kind.

20. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

21. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

22. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

23. Cooperation. Buyer and Seller shall cooperate and act in good faith and deal fairly with the other in performance of their respective obligations under this Agreement and each shall refrain from any action inconsistent with the same that would prejudice or injure the other party's rights to receive the benefits of this Agreement. Buyer and Seller further agree to execute and/or deliver to each other or to Escrow Agent or Title Company, as appropriate, such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such party pursuant to this Agreement. In the event Buyer does not proceed to Closing, upon written request of Seller, Buyer shall assign to Seller, all rights, duties and obligations related to the Construction Plan Approvals or any other governmental consent, agreement, permit, license or approval to the extent assignable.

24. Tax Deferred Exchange. Buyer and Seller acknowledge and agree that either party may seek to qualify the transaction contemplated in this Agreement for tax deferred exchange

treatment pursuant to Section 1031 of the Internal Revenue Code (“1031 Exchange”). Buyer and Seller agree to execute such documents reasonably requested by the other party with respect to the 1031 Exchange. Neither party shall be subject to any cost, liability, claim, penalty or tax as the result of the other party’s 1031 Exchange. Buyer and Seller agree to indemnify and hold each other harmless from any cost, liability, claim, penalty or tax as the result of their respective 1031 Exchanges.

25. General Provisions.

(a) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(b) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(c) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(d) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(e) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party’s rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(f) **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(g) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. Proper venue shall be the Superior Court of Wake County, North Carolina.

(h) **Attorney’s Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys’ fees, expenses and disbursements) incurred by the prevailing party.

(i) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(j) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(k) **No Lien.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

(l) **No Recording.** In no event shall this Agreement or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Agreement by Buyer.

(m) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

[Signatures on following pages]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first set forth above.

BUYER:

TOWN OF WENDELL

By: _____

ATTEST:

By: _____
_____, Town Clerk

NORTH CAROLINA

WAKE COUNTY

I certify that Erin Hudson, Town Clerk of the Town of Wendell, personally appeared before me this day and certified to me under oath or by affirmation that he/she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed _____ sign the foregoing document, or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date _____.

[Notary's signature as name appears on seal]

[Notary's printed name as name appears on seal]

My commission expires: _____

[Affix Notary Seal in Space Above]

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

Town Finance Officer

Date

SELLER:

SMITH-EDWARDS, LLC

By: _____

Name: _____

Title: Manager & Member

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document: _____, as Manager and Member of Smith-Edwards, LLC.

Date: _____, 20_____

[Notary's signature as name appears on seal]

[Notary's printed name]

My commission expires: _____

[Affix Official Seal in space above]

ESCROW AGENT:

Escrow Agent hereby: (i) acknowledges receipt of the Initial Deposit, and (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent and (iii) declares that opening of escrow has occurred this ____ day of _____, 2020.

CAULEY PRIDGEN, LLC

By:_____

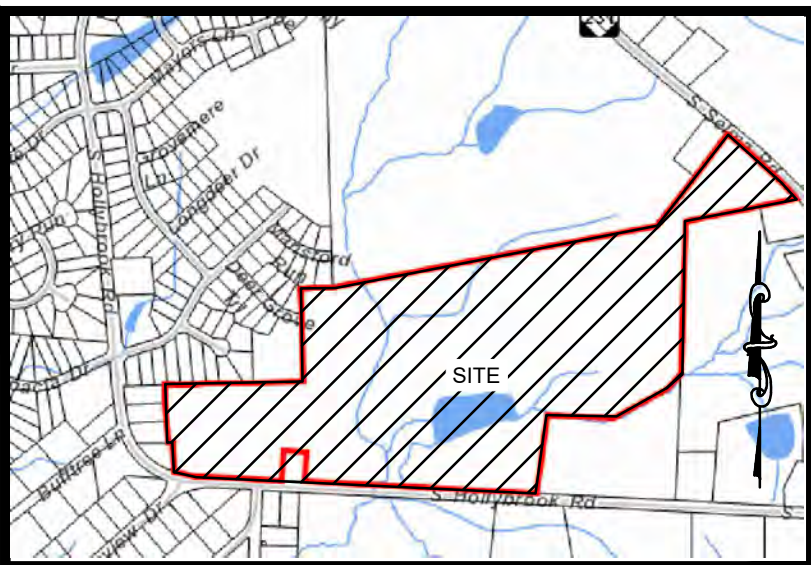
Date:_____

EXHIBIT A

New Lot 1 (19.0164 acres) on the north side of S. Hollybrook Road and New Lot 2 (4.109 acres) lying off the south side of S. Hollybrook Road, as shown on surveys entitled Smith-Edwards, LLC “Recombination Plat”, dated October 21, 2019, prepared by John A. Edwards & Company, and recorded in Book of Maps 2020, Page _____, Wake County Registry

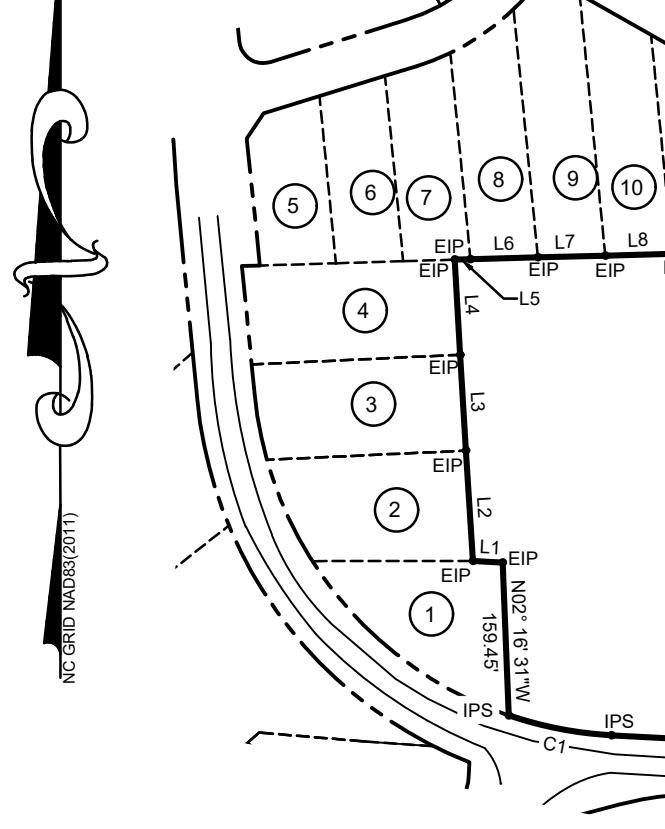
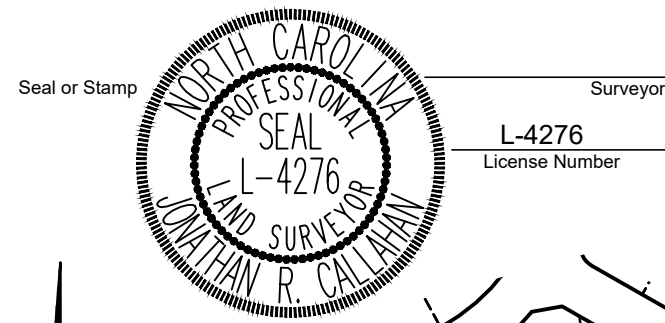
EXHIBIT B

**Revised Master Plan of Holly Brook Subdivision dated _____, prepared by
John A. Edwards & Company**



VICINITY MAP
(NOT TO SCALE)

"I, JONATHAN R. CALLAHAN, P.L.S., certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book N/A, page N/A, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page N/A; that the ratio of precision or positional accuracy as calculated is 1: 20,000+; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, license number and seal this 31st day of March, A.D., 2020.



I, Jonathan R. Callahan, P.L.S., do hereby certify that the location of the subject property has been checked against area maps & information provided by the Federal Emergency Management Agency (F.E.M.A.) for the National Flood Insurance Program and that the property ☐ is ☒ is not located in an area designated as having special flood hazards. Property is located in Zone "X" as defined by F.I.R.M Community Panel Number 3720178300K and 3720179300K with an effective date of May 2, 2006.



SURVEYOR'S NOTES

- ALL DISTANCES ARE HORIZONTAL GROUND.
- ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
- ALL AREAS COMPUTED USING COORDINATES FROM MEASURED FIELD DATA.
- THE HORIZONTAL DATUM IS NAD 83(2011), AND VERTICAL DATUM IS NAVD 88.
- ALL RECORDED DOCUMENTS ARE REFERENCED TO THE WAKE COUNTY, NORTH CAROLINA REGISTRY OF DEEDS.
- THE SITE WAS LOCALIZED UTILIZING REAL-TIME KINEMATICS (RTK) GLOBAL POSITIONING SYSTEM (GPS) SOLUTIONS REFERENCE TO THE CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK BASE STATION NC02, RALEIGH, NC.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE.
- NO MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.

I JONATHAN CALLAHAN, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREFORM THE SURVEY
(1) CLASS OF SURVEY: CLASS A
(2) POSITIONAL ACCURACY: H: 0.05 US SURVEY FEET
(3) TYPE OF GPS/FIELD PROCEDURE: REAL TIME KINEMATICS NETWORK (VRS)
(4) DATE OF SURVEY: 11-08-2019
(5) VERTICAL DATUM: NAVD 88 HORIZONTAL DATUM: NAD 83(2011) NC GRID EPOCH: 2010.00
(6) PUBLISHED/FIXED CONTROL USE: NAME: RALEIGH DOT CORS ARP LAT: 35° 45' 49.50795 LONG: 78° 34' 44.39448 PID: DG4687 CORS ID: NC02
(7) GEOID MODEL: GEOID12B
(8) COMBINED GRID FACTOR: 0.99990429
(9) UNITS: US SURVEY FEET

CERTIFICATE OF ACCURACY:

I hereby certify that the plan shown and described hereon is a true and correct survey of the accuracy required by the Planning and Zoning Board and that the monuments have been placed as shown hereon, in accordance with the requirements of the Subdivision Regulations.

Surveyor _____ Date March 31, 2020

- ☐ This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels;
- ☐ This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- ☐ This survey is of an existing parcel or parcels of land;
- ☒ This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision;

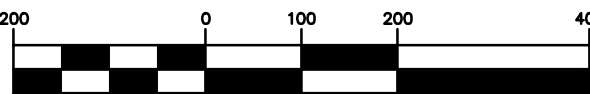


BM BOOK OF MAPS
DB DEED BOOK
PG PAGE
N/F NOW OR FORMERLY
R/W RIGHT OF WAY
CP CALL POINT
EIP EXISTING IRON PIPE
EMAG EXISTING MAG NAIL
ECM EXISTING CONCRETE MONUMENT
IPS IRON PIPE SET
MIA MAXIMUM IMPERVIOUS ALLOWABLE AREA

BOUNDARY LINE
RIGHT OF WAY LINE
LINES NOT SURVEYED
EASEMENT LINES
NEUSE RIVER BUFFER
FLOODWAY
100 YEAR FLOODPLAIN

XXXX DENOTES ADDRESS

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

NEW LOT 2
1,973,814 S.F.
(45.3125 AC.)

OLD PIN: 1783.04-94-6022
BM 2006, PG 213
63.8590 AC.

NEW LOT 1
828,356 S.F.
(19.0164 AC.)

S. HOLLYBROOK ROAD
60' WIDTH PUBLIC R/W

N/F
SMITH EDWARD LLC
PIN: 1783.04-92-1299
BM 2010, PG 239

S. HOLLYBROOK ROAD
60' WIDTH PUBLIC R/W

N/F
SMITH EDWARD LLC
PIN: 1793.03-02-0954
BM 2010, PG 239

JIMMIE TEMPLE
PIN: 1793.03-02-5880
DB 5030, PG 558

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	109.58'	394.17'	109.23'	N79° 03' 58"W

I hereby certify that this is a map for recordation and does not constitute a subdivision of land. The plat has been found to comply with the regulations of the Wendell Unified Development Ordinance, and has been approved by the Town of Wendell for recording in the Office of the Register of Deeds of Wake County.

Date _____ Town Clerk, Town of Wendell (Seal)

I, _____, review officer of Wake County certify that this map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

SITE DATA

OWNER: SMITH EDWARDS LLC
PIN/AREA: 1783.04-94-6022 / 2,781,698 S.F. (63.8590 AC.)
1783.04-83-7560 / 20,473 S.F. (0.47 AC.)
ZONING: R4-CD (WITH CONDITIONS)
LAND USE: VACANT
REFERENCE: DB 13847, PG 1368
DB 17037, PG 1239
BM 2010, PG 239
WAKE COUNTY REGISTRY

AREA CHART

OLD AREA:	NEW AREAS:	
PIN: 1783.04-94-6022 2,781,698 S.F. (63.8590 AC.)	LOT 1:	828,356 S.F. (19.0164 AC.)
PIN: 1783.04-83-7560 20,473 S.F. (0.47 AC.)	LOT 2:	1,973,815 S.F. (45.3126 AC.)
TOTAL: 2,802,171 S.F. (64.3290 AC.)	TOTAL:	2,802,171 S.F. (64.3290 AC.)

BUILDING SETBACKS:
STREET: 25'
SIDE: 5'
REAR: 20'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all streets, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify the land as shown hereon is within the platting jurisdiction of the Town of Wendell.

Owner: _____

Date: _____

STATE OF North Carolina

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

DATE: _____, 2020.

Signature: _____

Printed name: _____, Notary Public

My commission expires: _____

RECORDED BOOK OF MAPS 2020, PG _____, WAKE COUNTY REGISTRY

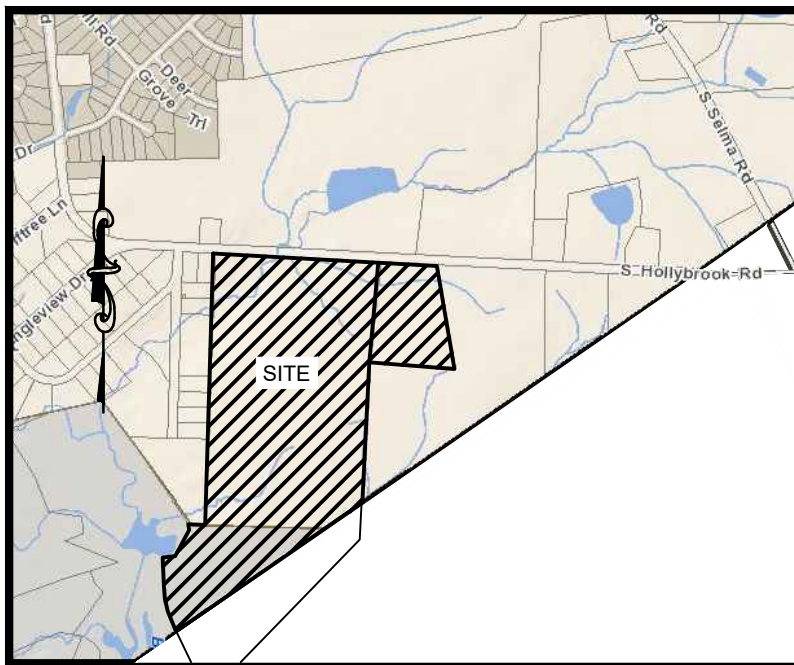


JOHN A. EDWARDS & COMPANY
Consulting Engineers
NC License F-0289
333 Wade Ave., Raleigh, N.C. 27605
Phone: (919) 828-4428
Fax: (919) 828-4711
E-mail: info@jaeco.com

SCALE: 1" = 200'	DATE: 3/31/20
FLD. BK. & PAGE	DRAWN BY: RT/JRC
FILE NO:	CHECKED BY: JRC

PROPERTY OF:		
SMITH-EDWARDS, LLC.		
WENDELL	WAKE COUNTY	NORTH CAROLINA
RECOMBINATION PLAT		

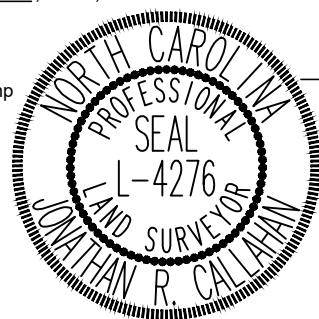
SHEET



VICINITY MAP
(NOT TO SCALE)

"I, JONATHAN R. CALLAHAN, P.L.S., certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book N/A, page N/A, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, page N/A; that the ratio of precision or positional accuracy as calculated is 1: 20,000+; that this plat was prepared in accordance with G. S. 47-30 as amended. Witness my original signature, license number and seal this 31st day of March, A.D., 2020.

Seal or Stamp



Surveyor
L-4276
License Number

- ☐ This survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels;
- ☐ This survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- ☐ This survey is of an existing parcel or parcels of land;
- ☒ This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision;

I, Jonathan R. Callahan, P.L.S., do hereby certify that the location of the subject property has been checked against area maps & information provided by the Federal Emergency Management Agency (F.E.M.A.) for the National Flood Insurance Program and that the property ☒ is ☐ is not located in an area designated as having special flood hazards. Property is located in Zone "X" and Zone "AE" as defined by F.I.R.M Community Panel Number 3720178300K and 3720179300K with an effective date of May 2, 2006.

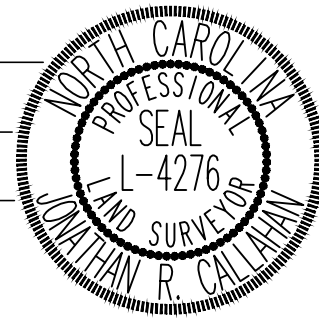
Name of Surveyor

L-4276

License Number

March 31, 2020

Date

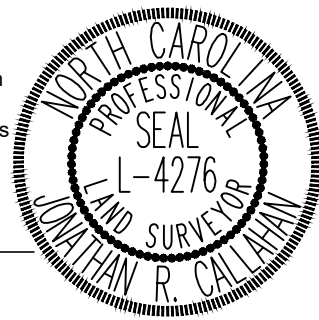


CERTIFICATE OF ACCURACY:

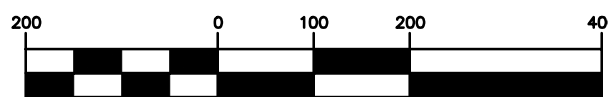
I hereby certify that the plan shown and described hereon is a true and correct survey of the accuracy required by the Planning and Zoning Board and that the monuments have been placed as shown hereon, in accordance with the requirements of the Subdivision Regulations.

Surveyor

March 31, 2020
Date



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

I JONATHAN CALLAHAN, PLS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREFORM THE SURVEY

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: H: 0.05 US SURVEY FEET
- (3) TYPE OF GPS/FIELD PROCEDURE: REAL TIME KINEMATICS NETWORK (VRS)
- (4) DATE OF SURVEY: 11-08-2019
- (5) VERTICAL DATUM: NAVD 88 HORIZONTAL DATUM: NAD 83(2011) NC GRID EPOCH: 2010.00
- (6) PUBLISHED/FIXED CONTROL USE: NAME: RALEIGH DOT CORS ARP LAT: 35° 45' 49.50795 LONG: 78° 34' 44.39448 PID: D04687 CORS ID: NCRD
- (7) GEOD MODEL: GEOID12B
- (8) COMBINED GRID FACTOR: 0.99990429
- (9) UNITS: US SURVEY FEET

I, _____, review officer of Wake County certify that this map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer

Date

BUILDING SETBACKS:

STREET: 25'
SIDE: 5'
REAR: 20'

SITE DATA

OWNER: SMITH EDWARDS LLC

PIN/AREA: 1783.04-92-1299 2,527,334 S.F. (58.0196 AC)
1783.03-02-0954 297,934 S.F. (6.8396 AC)

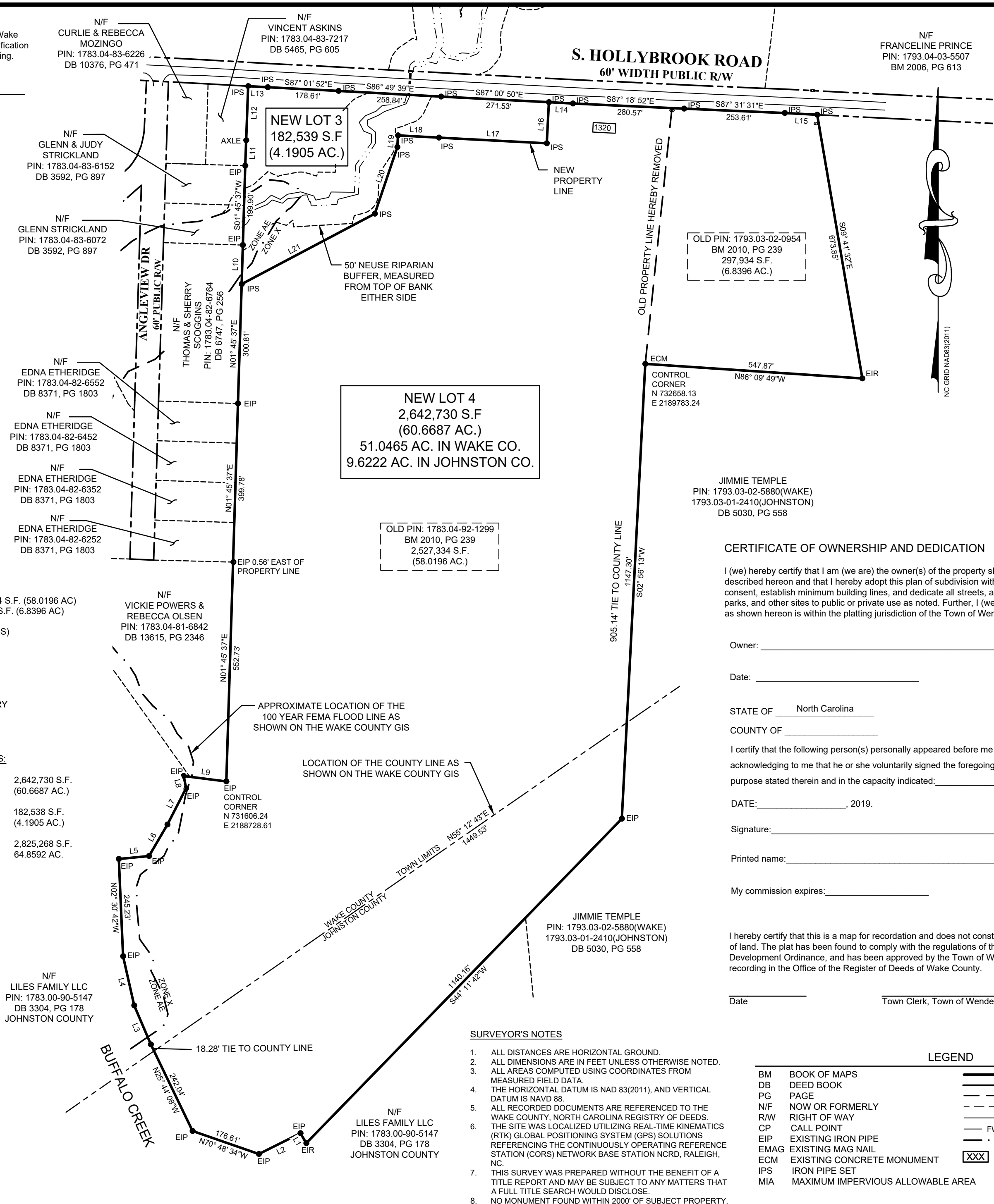
ZONING: R4-CD (WITH CONDITIONS)

LAND USE: VACANT

REFERENCE: DB 13847, PG 1368
DB 17037, PG 1239
BM 2010, PG 239
WAKE COUNTY REGISTRY

AREA CHART

OLD AREA:	NEW AREAS:
PIN: 1783.04-92-1299 2,527,334 S.F. 58.0196 AC.	LOT 1: 2,642,730 S.F. (60.6687 AC.)
PIN: 1783.03-02-0954 297,934 S.F. 6.8396 AC.	LOT 2: 182,538 S.F. (4.1905 AC.)
TOTAL: 2,825,268 S.F. 64.8592 AC.	TOTAL: 2,825,268 S.F. 64.8592 AC.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	29.15'	N29° 53' 22"W
L2	117.22'	S63° 20' 02"W
L3	107.61'	N23° 01' 06"W
L4	127.05'	N12° 48' 36"W
L5	76.43'	N84° 31' 07"E
L6	91.85'	N30° 20' 55"E
L7	102.99'	N27° 04' 46"E
L8	31.30'	N11° 10' 57"W
L9	108.42'	S82° 43' 30"E
L10	98.47'	N01° 45' 37"E
L11	64.13'	N02° 02' 52"E
L12	136.46'	N02° 02' 52"E
L13	49.31'	S86° 45' 58"E
L14	60.60'	S87° 00' 50"E
L15	81.74'	S87° 03' 15"E
L16	103.50'	S02° 59' 10"W
L17	271.70'	N87° 00' 50"W
L18	103.32'	N86° 49' 39"W
L19	29.71'	S03° 10' 21"W
L20	177.09'	S18° 41' 31"W
L21	379.25'	S62° 07' 41"W

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all streets, alleys, walks, parks, and other sites to public or private use as noted. Further, I (we) certify the land as shown hereon is within the platting jurisdiction of the Town of Wendell.

Owner: _____

Date: _____

STATE OF North Carolina

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

DATE: _____, 2019.

Signature: _____

Printed name: _____, Notary Public

My commission expires: _____

I hereby certify that this is a map for recordation and does not constitute a subdivision of land. The plat has been found to comply with the regulations of the Wendell Unified Development Ordinance, and has been approved by the Town of Wendell for recording in the Office of the Register of Deeds of Wake County.

Date _____










Town Clerk, Town of Wendell

(Seal)

SURVEYOR'S NOTES

1. ALL DISTANCES ARE HORIZONTAL GROUND.
2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
3. ALL AREAS COMPUTED USING COORDINATES FROM MEASURED FIELD DATA.
4. THE HORIZONTAL DATUM IS NAD 83(2011), AND VERTICAL DATUM IS NAVD 88.
5. ALL RECORDED DOCUMENTS ARE REFERENCED TO THE WAKE COUNTY, NORTH CAROLINA REGISTRY OF DEEDS.
6. THE SITE WAS LOCALIZED UTILIZING REAL-TIME KINEMATICS (RTK) GLOBAL POSITIONING SYSTEM (GPS) SOLUTIONS REFERENCING THE CONTINUOUSLY OPERATING REFERENCE STATION (CORS) NETWORK BASE STATION NCRD, RALEIGH, NC.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY BE SUBJECT TO ANY MATTERS THAT A FULL TITLE SEARCH WOULD DISCLOSE.
8. NO MONUMENT FOUND WITHIN 2000' OF SUBJECT PROPERTY.

LEGEND

BM	BOOK OF MAPS		BOUNDARY LINE
DB	DEED BOOK		RIGHT OF WAY LINE
PG	PAGE		LINES NOT SURVEYED
N/F	NOW OR FORMERLY		EASEMENT LINES
R/W	RIGHT OF WAY		NRB
CP	CALL POINT		FW
EIP	EXISTING IRON PIPE		FW
EMAG	EXISTING MAG NAIL		100 YEAR FLOODPLAIN
ECM	EXISTING CONCRETE MONUMENT		DENOTES ADDRESS
IPS	IRON PIPE SET		
MIA	MAXIMUM IMPERVIOUS ALLOWABLE AREA		

RECORDED BOOK OF MAPS 2020, PG _____, WAKE COUNTY REGISTRY



JOHN A. EDWARDS & COMPANY
Consulting Engineers
NC License F-0289
333 Wade Ave., Raleigh, N.C. 27605
Phone: (919) 828-4428
Fax: (919) 828-4711
E-mail: info@jaeco.com

SCALE:

1" = 200'

FLD. BK. & PAGE

FILE NO:

DATE:

03/31/2020

DRAWN BY:

RT/JRC

CHECKED BY:

JRC

PROPERTY OF:

SMITH-EDWARDS, LLC.

WENDELL

WAKE COUNTY

NORTH CAROLINA


RECOMBINATION PLAT

SHEET


1 OF 1

Item Title:

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

 CAMPO: Mayor Virginia Gray

 Wendell Volunteer Fire Department Board of Directors: Commissioner Jason Joyner

 Technical Review Committee: Mayor Pro Tempore John Boyette

Specific Action Requested:

None

Attachments:

None

Item Title:

Commissioners' Reports.

Specific Action Requested:

None

Attachments:

None

Item Title:

Mayor's Report.

Specific Action Requested:

None

Attachments:

None

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