



Wendell Town Board of Commissioners

Board Room

15 E. Fourth Street, Wendell, NC 27591

Town Board Meeting Agenda

Monday, January 27, 2020 @ 7:00 PM

CALL TO ORDER

- Welcome by Mayor Virginia R. Gray
- Pledge of Allegiance by Wendell Middle School Student, Jaeden Crandle
- Invocation by Wendell Council of Churches Errol Briggerman

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

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

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

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

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

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

3. CONSENT AGENDA

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

- 3a. Wake County Tax Report, January 6, 2020
- 3b. Town of Wendell Personnel Policy Update
- 3c. Amendment to the Town of Wendell Logo Licensing Agreement
- 3d. Economic Development Strategic Plan
- 3e. Approval of Resolution directing the Clerk to Investigate a Non-contiguous Annexation for 38.99 acres located at 1425 Eagle Rock Rd and identified by PIN Number 1773-88-6927.

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Recognition of Wendell Middle School Teacher, Burgandy Trimmer
Speaker: Mayor Virginia Gray
- 4b. Wake County 2020 Reappraisal Results
Speaker: Wake County Tax Administrator Marcus Kinrade
- 4c. Town of Wendell Interlocal Agreement with PEG Media Partners
Speaker: PEG Media Partners Studio Director Gary McConkey
- 4d. Parking Ordinance Amendment Presentation
Speaker: Town Manager Marc Collins
- 4e. Special Events Policy Presentation
Speaker: Assistant to the Manager Stephanie Smith
- 4f. Snap Shot Reports for November and December 2019
Speaker: Town Manager Marc Collins

5. PUBLIC HEARINGS

No Public Hearings

6. ADMINISTRATIVE ITEMS

- 6a. Approval of a resolution authorizing Wake County Housing Authority to finance work on the Crestfield Apartments through the issuance of multifamily housing revenue bonds.
Speaker: Planning Director David Bergmark

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

No Other Business.

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN



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

TEL 919 856 6180
FAX 919 856 5699

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

January 7, 2020

Megan Howard
Town Clerk
Town of Wendell
15 East Fourth Street
Wendell, NC 27591

Dear Ms. Howard:

The Wake County Board of Commissioners, in regular session on January 6, 2020, approved and accepted the enclosed tax report for the Town of Wendell.

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

Sincerely,

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

Denise Hogan
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Tax Committee Meeting: 12/12/2019

Board of Commissioners Meeting: 01/06/2020

TO: Wake County Board of Commissioners and Town Board of Wendell

FOR: Consideration of Requests for Tax Relief Exclusions

Approved by: _____



Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Value Appealed	Appeal/Request Type	Recommendation
16323	GONZALEZ, LUIS GONZALEZ, LINDA 409 WOOD GREEN DR WENDELL NC 27591-6944	409 WOOD GREEN DR WENDELL	0000272699 2019 Not Paid	\$45,000	Exclusion Veterans Relief 105-277.1C	Granted

This List Requires Board Action

Tax Committee Members: Natasha Baldwin, City Of Raleigh
Kim Lorbacher, Wake County Finance
Jessica Murphy-Rhem, Town Of Cary



Marcus Kinrade, Tax Administrator



Wake County Revenue Department
 Rebate Details
 11/01/2019 - 11/30/2019

DATE: 12/03/2019
 TIME: 1:08:15 PM
 PAGE: 1

WENDELL

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
741852	47.39	0.00	4.74	0.00	52.13	11/07/2019	0006450100	2019	2019	000000	KIRK KIRK HOWELL CUTLER & THOMAS LLP
743104	1.89	0.00	0.19	0.00	2.08	11/21/2019	0006820433	2019	2019	000000	ENVIRONMENTAL PEST SERVICE
742284	351.12	0.00	35.11	0.00	386.23	11/13/2019	0006771604	2019	2019	000000	EAGLE SPORTSWEAR LLC
SUBTOTALS FOR BUSINESS ACCOUNTS	400.40	0.00	40.04	0.00	440.44		3	Properties Rebated			
INDIVIDUAL REAL ESTATE ACCOUNTS											
741842	286.61	0.00	0.00	0.00	286.61	11/06/2019	0000026706	2019	2019	000000	HENDERSON, HERBERT OWEN II
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	286.61	0.00	0.00	0.00	286.61		1	Properties Rebated			
PUBLIC SERVICE ACCOUNTS											
743110	601.44	0.00	60.14	0.00	661.58	11/21/2019	0009111101	2019	2019	000000	SCI TOWERS LLC
741972	111.40	0.00	0.00	0.00	111.40	11/07/2019	0009000376	2019	2019	000000	BELLSOUTH TEL CO



Wake County Revenue Department

Rebate Details
11/01/2019 - 11/30/2019

WENDELL

DATE: 12/03/2019
TIME: 1:08:15 PM
PAGE: 2

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING FOR TYPE	OWNER
<hr/>										
SUBTOTALS FOR PUBLIC SERVICE ACCOUNTS	712.84	0.00	60.14	0.00	772.98		2		Properties Rebated	
<hr/>										
TOTAL REBATED FOR WENDELL	1,399.85	0.00	100.18	0.00	1,500.03		6		Properties Rebated for City	
<hr/>										

Item Title:

Town of Wendell Personnel Policy Update

Board of Commissioners Meeting:

Monday, January 27, 2020

Specific Action Requested:

Request approval of update to the Personnel Policy.

Item Summary:

Staff requests approval of updates to the Town of Wendell Personnel Policy. The update provides clarification around the Tuition Reimbursement Policy.

Attachments:

- A. Summary of Amendments to the Personnel Policy

Summary of Amendments to the Town of Wendell Personnel Policy

Article VI. Employee Benefits

Section 9. Tuition Assistance Program and Professional Development Payments

Full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time or during educational leave which will improve their skills for their current job or prepare them for promotional opportunities with the Town. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed eligible expenses up to a total of \$1,500 per fiscal year. Employees must provide necessary supporting documentation for approved expenses, including receipts for paid tuition (please provide documentation that clearly shows what you paid, not what you owe). Satisfactory completion of the courses with at least a “C” in graded courses or for a pass/fail course will be required for reimbursement. The employee must provide a letter from the course instructor certifying the successful completion of the course or a certificate of completion from the institution within 30 days of class ending.

Employees must certify the amount and kind of other funds received for educational purposes from federal, state, or other sources (such as scholarships and grants). The Town will not reimburse the employee for amounts funded by other sources. Employees may not receive total reimbursements in excess of 100 percent of the total eligible expenses.

Requests for tuition assistance shall be submitted to the Human Resources Officer prior to course registration and are subject to the review and approval of Department Head and Town Manager and are subject to availability of funds. The Human Resources Officer shall request funding for this program as part of the budget process if not included in individual departmental budgets. Employees enrolled in approved educational programs may use Town-owned computers to do work related to school so long as such use does not detract from job related duties. Employees receiving tuition assistance will be required to repay the tuition assistance if separated from employment with the Town within 24 months of the receiving the tuition assistance.

The Town will provide employees with professional development opportunities and the opportunity to obtain and maintain credit hours for certifications as the Town’s budget and scheduling permits. Costs for courses and classes for professional development exceeding \$500 will be required to be repaid if the employee separates from employment with the Town within 12 months of payment of said cost.

Item Title:

Amendment to the Town of Wendell Logo Licensing Agreement

Board of Commissioners Meeting:

Monday, January 27, 2020

Specific Action Requested:

Request approval of amendment to the Town of Wendell Logo Licensing Agreement.

Item Summary:

After receiving valuable feedback, staff has added an amendment to the Logo Licensing Agreement allowing for an exemption from fees to businesses operating and selling approved logo items in the Downtown District of Wendell. Logo use would still need approval through the Logo Use Policy process.

This supports the Board's Strategic Initiative of Downtown Vibrancy, Economic Growth, and Community Character by promoting economic vitality through the development of a vibrant Downtown, economic growth and unique community character.

Attachments:

- A. Logo Licensing Agreement Update with Exemption Amendment



Town of Wendell, 15 East Fourth Street, Wendell, NC 27591
919-365-4450
www.townofwendell.com

Trademark and Copyright Licensing Agreement Town of Wendell Logo Use

This Trademark and Copyright Licensing Agreement, made and entered into this ____ day of _____, 2019, by and between THE TOWN OF WENDELL, a North Carolina Municipal Corporation, having a mailing address of 15 East Fourth Street, Wendell, NC, 27591, (hereinafter known as "Licensor") and ____ having a mailing address of ____ (hereinafter known as "Licensee").

WHEREAS, Licensor has adopted, registered with the State of North Carolina Secretary of State's Office, and is using a Certificate of Registration for a Service Mark and is using the trademark logo for the Town of Wendell (hereinafter "Trademark") throughout the world in connection with its branding and marketing campaign.

WHEREAS, Licensor owns all proprietary rights in and to copyrightable works, generally described as the word "Wendell" in which the "W" is a different font from "endell", and the "W" has a swoosh going around the "W" (hereinafter "Work") and is using the Work throughout the world in connection with its branding and marketing campaign; and

Licensor has the exclusive right to license others to produce, copy, make or sell the Trademark and Work.

WHEREAS, Licensee desires to use the Trademark and Work in connection with Licensee's apparel and accessory customization services; and

WHEREAS, Licensor, subject to the terms and conditions set forth in the Agreement, is willing to permit Licensee to use the Trademark and Work in connection with the Licensee's customization services for the mutual benefit of Licensor and Licensee.

WHEREAS, exemption from fees will be granted to Licensee's operating and selling approved items in the Downtown District (DMX) of Wendell;

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. LICENSE

Scope of License

Subject to and in consideration of the terms and conditions set forth in this Agreement and the Scope of Services set forth in Appendix A, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Trademark and Work in connection with the customization of apparel and accessories ("Merchandise") throughout the United States and abroad, and as more specifically set forth in Appendix A. Licensee shall make no other use of the Trademark or Work.

Non-Assignment

Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark or Work.

Licensor's Ownership

Licensee acknowledges that Licensor is the sole and exclusive owner of the Trademark and Work. Licensee agrees that it will do nothing inconsistent with such ownership either during the term of the Agreement or afterwards. Licensee agrees that its use of the Trademark and Work shall inure to the benefit of and be on behalf of Licensor. Licensee acknowledges that the Trademark and Work are valid under the applicable law and that Licensee's utilization of the Trademark and Work will not create any right, title or interest in said Trademark or Work.

Licensee further agrees that it will not claim ownership rights to the Trademark or Work, or any derivative, compilation, sequel or series, or related Trademark or Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Trademark or Work other than the right to use the same in accordance with this Agreement.

Section 2. USE OF TRADEMARK AND WORK

Trademark and Work Formats

Licensor retains the right to specify the format in which Licensee shall use and display the Trademark and Work, and Licensee shall only use or display the Trademark and Work in a format approved by Licensor. Approval will be granted by the Town Manager or their designee.

Impairment of Licensor's Rights

Specifically, Licensee shall supply best efforts to use the Trademark and Work in a manner that does not deviate from Licensor's rights in the Trademark and Work. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademark and Work or any registrations derived from such rights. The Licensee shall use the Trademark and Work

so that such trademark and copyright rights are separate and distinct impression from any other trademark or Work that may be used or affixed to the Merchandise, their associated documentation or marketing material. Except as permitted in this agreement, Licensee agrees that it will not adopt or use as part or all of any corporate name, trade name, trademark, service mark or certification mark, the licensed Trademark or the Work, either alone or in combination with other words, or any other mark based on the Trademark or Work or any designation confusingly similar to the Trademark or Work.

Licensor's Rights and Remedies

Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark or Work, or any other use of the Trademark or Work by Licensee which is not expressly permitted by this Agreement.

Section 3. TERM AND TERMINATION

Term

The term of this Agreement shall be for one (1) year from the Effective Date; provided, however, that either party may terminate this Agreement, with or without cause, by delivering sixty (60) days written notice of termination to the other party. The Agreement will be reviewed and can be extended for additional one year terms, if both parties agree.

Termination for Cause

Notwithstanding the provisions of Section 4 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark and Work, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark or Work in accordance with Section 2 of this Agreement; (iii) Licensee uses the Trademark or Work in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with this Agreement; or (iv) licensee uses the Trademark or Work in a manner not expressly permitted by this Agreement.

Effect of Termination

All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark and Work, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark and Work. Licensee agrees to discontinue use of the Work, upon termination of this Agreement, as quickly as practicable, and in no event longer than the time specified herein.

Section 4. INDEPENDENT BUSINESS RELATIONSHIP

Licensor and Licensee are independent contractors and are not and shall not be construed as partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

Section 5. MISCELLANEOUS

Assignment

Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent.

Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

Applicable Law

This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of North Carolina.

Entire Agreement

This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

Amendments

This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

Waivers

The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

Articles and Other Headings

The articles and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this the _____ of
_____ 2019.

Marvin "Marc" Collins
Town Manager
Town of Wendell
15 East Fourth Street
Wendell, NC 27591
919-365-4450

Appendix A. SCOPE OF SERVICES

1. Licensee shall provide customization services for apparel, accessories, and other items as identified and selected by the Licensor.
2. Licensee may sell select apparel and accessories at its _____ location(s).
3. Licensee may sell select apparel and accessories at local festivals, as requested by Licensor.
4. Licensee shall add an additional fifteen percent (15%) to the base price for each item of apparel and accessories available for purchase by the public in Licensee's physical store or through events.
5. Licensee shall remit the additional fifteen percent (15%) of the proceeds for each item of apparel and accessory sold to the public on-line, in-store, or at festivals to Licensor. Remittance shall occur on a quarterly schedule developed by Licensor.

Item Title:

Town of Wendell Economic Development Strategic Plan 2025

Report to the Board of Commissioners:

Monday, January 13, 2020 – Presentation of Draft Plan

Monday, January 27, 2020 – Adoption of Plan

Specific Action Requested:

Adopt the Town of Wendell Economic Development Strategic Plan 2025

Background:

One of the strategic initiatives of the Town Board, as reflected by the Town of Wendell Strategic Plan is to update the economic development strategic plan to reflect the NC Department of Commerce vision, stakeholder, and engagement sessions to include an action plan for implementation. The current Town of Wendell Strategic Economic Development Action Plan was adopted by the Town Board in December of 2012.

Item Summary:

With the recent growth and time since the previous economic development strategic plan was adopted, the time is right to develop a new economic development strategic plan. The Economic Development Assessment completed in June of 2019 serves as the basis of the strategic plan.

This economic development strategic plan will serve as a framework for the Town's economic development effort. The goal of the plan is to build a plan that adapts to trends in economic development, resilient to changes in economic conditions and a creates a foundation to ensure a sustainable and long-term growth that enriches Wendell's economic and tax base.

The economic development strategic plan contains the following four strategic goals;

- 1) Support existing businesses & industries
- 2) Enhance recruitment of identified industries
- 3) Workforce development initiatives
- 4) Create a vibrant downtown connected to all neighborhoods

Each strategic goal contains a framework on how to implement the identified goals. The Town of Wendell needs to partner with other agencies, universities, businesses and residents to implement the identified goals and programs.

This Plan will be reviewed every two years to accommodate successes, identify new goals, as well review existing priorities.

The Town's economic development commission recommended approval of the Town of Wendell 2025 Economic Development Strategic Plan at its December 18, 2019 meeting.

Attachments:

- 1) Town of Wendell 2025 Economic Development Strategic Plan



2025

ECONOMIC DEVELOPMENT STRATEGIC PLAN

 TOWN OF WENDELL
SMALL TOWN. BIG CHARM.

BACKGROUND

The Town of Wendell, North Carolina has experienced moderate growth in recent years. The Town's population growth, combined with an availability of land, access to I-87, and proximity to Raleigh, competitively position Wendell as a location for the next wave of development within the Research Triangle Park region.

With the recent growth, the Town has become more attractive to young professionals, families and retirees looking for a place to call home with proximity to everything the region offers.

With the recent growth, the time is right to develop a new economic development strategic plan. The Economic Development Assessment completed in June of 2019 serves as the basis of the strategic plan.

This economic development plan will serve as a framework for the Town's economic development effort. The goal of the plan is to build a plan that adapts to trends in economic development, resilient to changes in economic conditions and creates a foundation to ensure a sustainable and long-term growth that enriches Wendell's economic and tax base.

An effective economic development program starts with a strong business retention program.

Without understanding the local business climate, it is difficult to identify the needs and assets of a community for future growth. The Town of Wendell Economic Development should partner with the Wendell Chamber of Commerce and Wake County Economic Development to utilize the strengths of the organizations to build relationships with existing businesses.



This Economic Development Plan will be reviewed periodically to ensure its still compatible with local, regional and national trends and market conditions.

The Plan should be reviewed every two years to accommodate successes, identify new goals, as well review existing priorities.

Wendell is part of a dynamically growing metropolitan region. It will be important to continue to build and sustain partnerships with other organizations and institutions to accomplish the identified goals.

STRATEGIC GOAL 1: SUPPORT EXISTING BUSINESSES & INDUSTRIES



1.1 Build strong relationships with businesses through the business retention and expansion program visits.

- a. Identify and contact Wendell businesses through a formal business retention program including visits to build relationships and collect information on the business climate.
- b. Target major employers, with an emphasis on manufacturers/producers.
- c. Develop and host a peer to peer network for executives of companies in the program.
- d. Partner with the Chamber of Commerce & Economic Development Commission, when appropriate to assist with site visits.
- e. Host roundtable discussions with local business community on issues and needs.
- f. Monitor and document trends and issues that come from visits and look for ways the Town can assist with needs.
- g. Identify workforce needs for existing companies

1.2 Enhance Industry Clusters

- a. Work with local industry to identify supply chain businesses and needs.
- b. Assist regional economic development partners on expanding the growth clusters of Life Sciences, Advanced Manufacturing, IT & Technology, and Clean Tech & Smart Grid.

STRATEGIC GOAL 1: SUPPORT EXISTING BUSINESSES & INDUSTRIES



1.3 Continue to develop and refine business events for the community.

- a. Seek out speakers and topics that are relevant to the audience and provide economic value to businesses and developers.
- b. Look for creative ways to encourage attendance and promote the events.

1.4 Create a resource for small businesses and entrepreneurs.

- a. Work with the Wendell Chamber of Commerce and other agencies to create an all-inclusive resource event and/or directory for small businesses and entrepreneurs.
- b. Explore speakers for specific programs that are identified.
- c. Create an online or paper "roadmap" for opening a business including a link to town applications, the permit portal, and zoning documents.
- d. Identify and evaluate physical spaces, infrastructure and business support resources to create a Wendell entrepreneurial ecosystem and promote it widely.

STRATEGIC GOAL 2: ENHANCE RECRUITMENT OF IDENTIFIED INDUSTRIES

2.1 Work to grow and locate companies in Wendell to create jobs.

- a. Respond to leads and directly targeting businesses within the identified industries of advanced manufacturing, life sciences, IT & technology, clean tech & smart grid and destination retail.
- b. Work with Wake County Economic Development & the State of North Carolina Commerce Department on site visits.
- c. Identify future mixed use/business park locations suitable for attracting companies.
- d. Create a program of site/building identification and development to be "prospect ready."
- e. Create a site readiness matrix to help prepare sites for development.



2.2 Continue developing and maintaining relationships with businesses, site selectors, brokers, developers and land owners.

- a. Continuously work to identify ways to maintain relationships and "tell our story" to people that have roles in the development and recruitment process, such as businesses, site selectors, brokers, developers and land owners.
- b. Look for new and innovative ways to display information and showcase the Town of Wendell.

STRATEGIC GOAL 2: ENHANCE RECRUITMENT OF IDENTIFIED INDUSTRIES



2.3 Enhance our online presence.

- Work to regularly refresh the Town's Economic Development online materials to maintain up-to-date information in a clear, concise, and readily-available manner.
- Create two short videos that can be used to pitch Wendell to companies and site selectors.
- Develop a slide-deck and one-page marketing material that gives an overview of Wendell.
- Identify places where visitors and residents are likely to take pictures and install marketing information that will be visible (#hashtag, logo, website address.)
- Start a video promotion series on the proper pronunciation of Wendell and key activities and events in Town.



STRATEGIC GOAL 3: WORKFORCE DEVELOPMENT INITIATIVES



3.1 Develop stronger relationships with educational institutions that serve Wendell's workforce.

- a. Collaborate with local universities, community colleges and high schools to prepare future workforce.
- b. Explore workforce training, internship, and project opportunities through educational institution partnerships.
- c. Utilize partnerships to aid in the creation of an apprenticeship program.

3.2 Partner with NC Works and Capital Area Workforce Development to encourage utilization of programs & incentives.

- a. Schedule program speakers on statewide and national workforce programs for the business community.
- b. Explore job placement programs, job fairs, and incentives.
- c. Identify funding programs for companies to utilize.

STRATEGIC GOAL 3: WORKFORCE DEVELOPMENT INITIATIVES



3.3 Work to make Wendell more desirable and well-known to the greater community and state.

- a. Create a networking group that can assist work from home, entrepreneurs, new residents about the opportunities in Wendell.
- b. Create a relocation portal that is designed to assist local companies to attract employees.



STRATEGIC GOAL 4: CREATE A VIBRANT DOWNTOWN CONNECTED TO ALL NEIGHBORHOODS



4.1 Develop a framework for a sustainable, non-profit, tax exempt downtown development organization.

- a. Research mission/purpose statements and bylaws from similar size towns (Edenton, Aberdeen, Mt. Airy, Elon & Morehead City).
- b. Develop draft organizational bylaws and mission/purpose statement based on research.

4.2 Create visual and physical connections between downtown and all neighborhoods.

- a. Research other communities with multiple areas of jurisdiction to develop best practices for future actions.
- b. Use public art and best practices to create visual connections throughout Town.
- c. Develop greenways, sidewalks, side paths and transit connections between Wendell Falls and Downtown.
- d. Facilitate development opportunities along the Wendell Falls Parkway Strategic Corridor.

STRATEGIC GOAL 4: CREATE A VIBRANT DOWNTOWN CONNECTED TO ALL NEIGHBORHOODS

- 4.3 Develop gathering spaces/activities/events throughout town where all people from all neighborhoods feel welcome.**
- a. Evaluate the Parks & Recreation Master Plan to identify property and progress plans, to serve as gathering places in under-served areas, geared towards the community's various recreational needs.
 - b. Produce a live music concert series alternating between Wendell Falls and Downtown within or adjacent to the commercial areas.
 - c. Renovate and upgrade existing public gathering space, as needed.

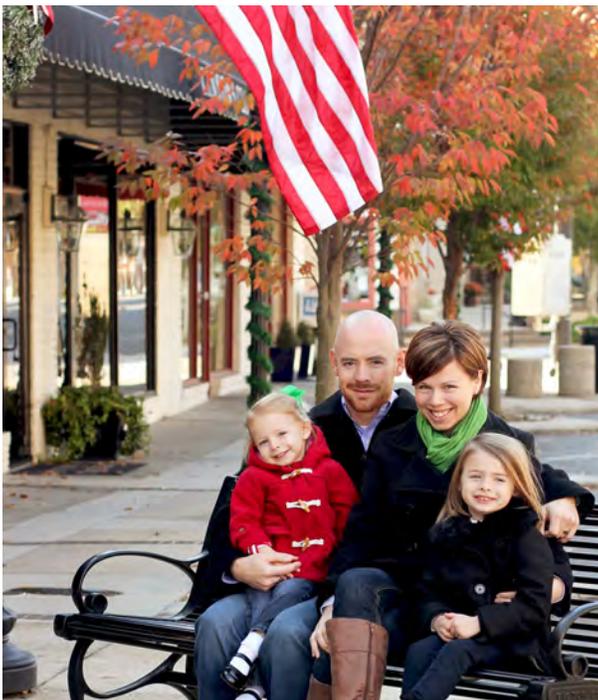


4.4 Increase Downtown retail and dining options.

- a. Complete and maintain a vacant building & business inventory with property condition notes.
- b. Speak with downtown property owners about potential building uses and improvements.
- c. Promote the Town's façade grant program.
- d. Facilitate the development of additional downtown gathering spaces and parking areas for special events.



STRATEGIC GOAL 4: CREATE A VIBRANT DOWNTOWN CONNECTED TO ALL NEIGHBORHOODS



4.5 Infill Downtown Development

- a. Identify sites for projects capable of generating mixed-use investment.
- b. Work with property owners interested in selling and marketing sites for mixed-use development.
- c. Market mixed-use sites to developers.

Item Title:

Approval of resolution directing the clerk to investigate a non-contiguous annexation for 38.99 acres located at 1425 Eagle Rock Rd and identified by PIN Number 1773-88-6927.

Report to the Board of Commissioners:

January 27, 2020 – Direct Clerk to Investigate Annexation

Specific Action Requested:

Direct the Town Clerk to certify the sufficiency of annexation petition A20-01 by approving the attached resolution.

Item Summary:

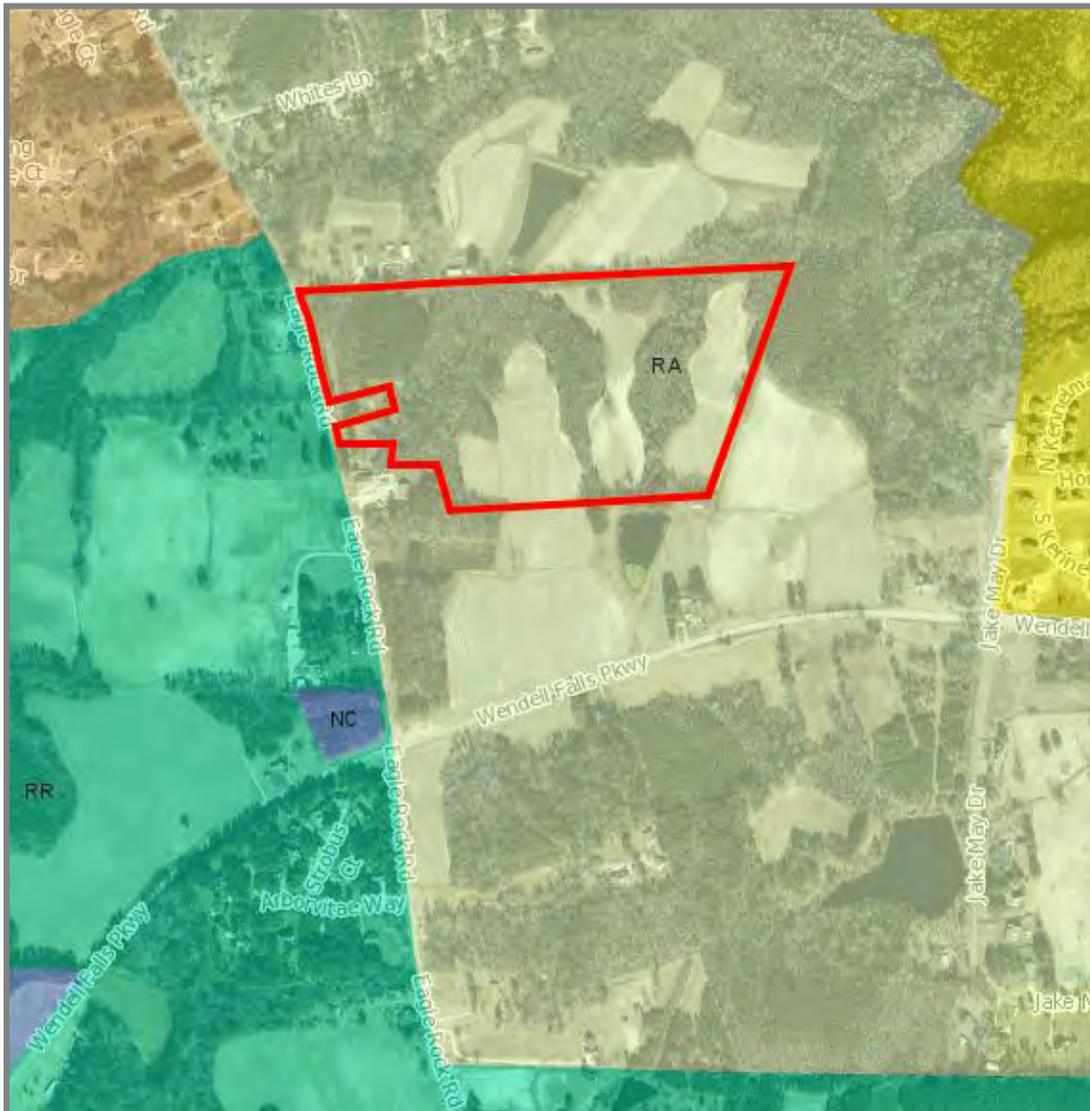
Laura Holloman of The Spaulding Group, PA has submitted an annexation request for 38.99 acres located at 1425 Eagle Rock Rd and identified by PIN Number 1773-88-6927.

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 RA. The applicant has submitted a request to rezone to R4 Conditional District.

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-58.1**

RESOLUTION NO.: R-07-2020

WHEREAS, a petition requesting annexation of an area described in said petition was received on January 16, 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 January 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk

A-20-01:
1425 Eagle Rock Rd; 38.99 acres; non-contiguous
PIN # 1773-88-6927

Item Title:

Recognition of Wendell Middle School Teacher, Burgandy Trimmer

Specific Action Requested:

Recognition.

Item Summary

Mrs. Trimmer is a dedicated drama teacher with over 19 years of teaching experience. She has truly built a quality program that rivals that of what one might see in high school settings. Each year she directs two mainstage productions, a fall play and spring musical in which, after months of daily rehearsals, the kids run the final productions. The shows that she has done at Wendell include; 10 Ways to Survive the Zombie Apocalypse, Annie Jr., And Then There Was One A Spoof, The Lion King Jr. and her most current production of Charlie and the Chocolate Factory. She has also established the WMS International Thespian Society troupe, an honors society for students highly involved in theatre and academics.

This year, the Thespian Society members attended the second annual North Carolina Junior Thespian Festival in Greensboro, where they took a one-act play for adjudication and participated in workshops lead by professionals. Because of the hard work and dedication of Mrs. Trimmer, drama is an important part of our school culture and community. It offers a place for kids to express themselves and be accepted for who they are, and it helps students grow socially and become more confident in their writing and public speaking. Mrs. Trimmer believes in students and because of her strong belief in the students and her incredible talents, she uncovers amazing talent in so many of our students. Wendell would not be the incredible place that it is without her dedication and love for students and the arts. Thank you, Mrs. Trimmer for your love of learning and dedication to our community.

Attachments:

None

Item Title:

Wake County 2020 Reappraisal Results

Board of Commissioners Meeting:

Monday, January 27, 2020 - Presentation

Specific Action Requested:

Receive presentation of the Wake County 2020 Reappraisal Results from the Wake County Tax Administrator Marcus Kinrade.

Item Summary:

The Wake County Tax Administrator will present the process and findings of the 2020 reappraisal that updates real property values to reflect fair market values as of January 1, 2020. The last countywide reappraisal was conducted four (4) years ago.

Attachments:

None

Item Title:

Town of Wendell Interlocal Agreement with PEG Media Partners Presentation

Board of Commissioners Meeting:

Monday, January 27, 2020 - Presentation

Specific Action Requested:

Receive the presentation of the Amended Interlocal Agreement with PEG Media Partners.

Item Summary:

Gary McConkey, PEG Media Partners Studio Director will present the updated Interlocal Agreement with PEG Media Partners for East Wake Television. East Wake Television was established more than 15 years ago between Knightdale, Wendell & Zebulon through an Interlocal Agreement. Rolesville was then added. Clayton and Garner contracted with East Wake Television to operate their cable TV channels.

In 2012, a new Interlocal Agreement was adopted, adding the towns of Archer Lodge, Clayton and Garner and changing the organization name to PEG Media Partners. The current Interlocal Agreement needs to be updated and revisions have been discussed by the PEG Media Board of Directors. A proposed Interlocal Agreement was presented at the June Board meeting. Each town was to review the proposed agreement between July and August with final adoption by December.

The Town Attorneys for Rolesville and Zebulon made suggestions for improvement to the proposed Interlocal Agreement. The PEG Media Board discussed the revisions at its regular December meeting and voted 6-0 to accept the revised proposal and to send it to their Town Boards for final approval. All of the wording suggested by Rolesville and most of the suggested Zebulon wording is in the final proposed document.

This proposed Interlocal Agreement has a three year term. If a Member withdraws from the agreement on its expiration date, then the remaining members can continue by adopting a new agreement. If no town withdraws, the Agreement will automatically renew for an additional three years.

This item will be on the agenda for approval at the February 10, 2020 Board Meeting.

Attachments:

- A. Town of Wendell Interlocal Agreement with PEG Media Partners
- B. Presentation from PEG Media Partners Studio Director Gary McConkey

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by, between, and among the TOWN OF ARCHER LODGE, a North Carolina municipal corporation ("Archer Lodge"); the TOWN OF CLAYTON, a North Carolina municipal corporation ("Clayton"); the TOWN OF GARNER, a North Carolina municipal corporation ("Garner"); the TOWN OF KNIGHTDALE, a North Carolina municipal corporation ("Knightdale"); the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Rolesville"); the TOWN OF WENDELL, a North Carolina municipal corporation ("Wendell") and the TOWN OF ZEBULON, a North Carolina municipal corporation ("Zebulon"). Each of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon shall be referred to herein as a "Member" and collectively shall be known as the "Members."

WITNESSETH

WHEREAS, North Carolina General Statutes § 66-350 *et. seq.*, commonly known as the State Cable Franchise law, requires cable service providers with a State-issued franchise to provide for and transmit public, educational, or governmental access channels ("PEG Channels"); and

WHEREAS, East Wake Television, a North Carolina non-profit corporation, and PEG Media Partnership, a North Carolina non-profit corporation (collectively, "PEG Media") are owned and operated by the Members for the purpose of providing community access television programming on four (4) certified PEG Channels; and

WHEREAS, the Members, through PEG Media, are committed to the delivery of the highest possible level of community access television programming to the citizens of the Members; and

WHEREAS, the Members desire to continue their existing relationship for the joint funding and operations of their PEG Channels; and,

WHEREAS, North Carolina General Statutes § 160A-460 *et. seq.*, commonly known as the Interlocal Cooperation Act, permits the Members to enter into an interlocal agreement to execute any power, function, public enterprise, right, privilege or immunity of local government on behalf of one another.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Members agree as follows:

ARTICLE 1. Definitions

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"ACT" shall mean Session Law 2006-151 of the State of North Carolina titled "An Act to Promote Consumer Choice in Video Service Providers and to Establish Uniform Taxes for Video Programming Services" as signed into law by Governor Michael F. Easley on or about July 20, 2006 and as subsequently codified at North Carolina General Statutes § 66-350 *et. seq.*, as amended.

"EFFECTIVE DATE" shall mean the latest date of execution by any one of the Members as evidenced from the signature pages of this Agreement.

"EXPIRATION DATE" shall mean 11:59 p.m. Eastern Time on that date marking the end of the Term.

"PEG CHANNELS" shall mean any public, educational, or governmental access channel provided to any or all Members by Spectrum Cable, AT&T, Google, its successors in interest, or other Cable system (as defined by the Act) providing Cable service (as defined by the Act) within the jurisdictions of the Members.

"PEG FUNDS" means the funds received from distributions made pursuant to N.C .G.S . 105-164.44I(a) and supplemental P E G channel support funds distributed pursuant to N.C .G.S. § 105-164.44I(b).

"PERMANENTLY INSTALLED EQUIPMENT" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"STATE" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"TERM" shall mean collectively the Initial Term plus any Subsequent Term created pursuant to this Agreement.

ARTICLE 2. Joint Operations Agreement

Agreement. The Members hereby agree and covenant that they shall jointly fund and operate PEG Media pursuant to the terms of this Agreement.

Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date. Unless otherwise terminated as provided for in Article 7, this Agreement shall automatically renew for an additional three (3) year term upon the same terms and conditions provided for herein (the "Subsequent Term").

2.1. Governance. The Board of Directors ("Board") of PEG Media shall consist of the six (6) Town Managers of Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon, or their designee, and the Town Administrator of Archer Lodge, or its designee (the "Directors"). The Board shall be responsible for establishing the By-laws and policies and procedures for PEG Media. The Board shall:

2.1.1. Insure compliance with the provisions of Article 3 of Chapter 159 of the North Carolina General Statutes, commonly known as The Local Government Budget and Fiscal Control Act, as it relates to Public Authorities; and

2.1.2. Conform programming to the requirements set forth by Article 3 of this Agreement; and

2.1.3. Adopt a budget and monitor the status of receipts from PEG Funds; and

2.1.4. Expend PEG Funds in accordance with restrictions imposed by North Carolina Law; and

2.1.5. Contract with other towns, organizations or companies, for the operation of the PEG Channels; and

2.1.6. Employ appropriate staff, including a Studio Director, who shall manage the daily operations of the PEG Channels, sign documents on behalf of PEG Media, purchase supplies and equipment provided for in the budget, set the programming schedules, hire staff, utilize professional consultants and serve as chief liaison between PEG Media, the Members, the appropriate State agencies charged with administering the provisions of the Act and the cable providers.

Paid employees of PEG Media, if any, shall be considered employees of PEG Media and shall not be considered employees of the individual Members and shall not be eligible for town benefits, including but not limited to, the Local Government Employees Retirement System.

Meetings of PEG Media.

2.2.1. Quarterly Meetings. The Directors shall meet at least quarterly to adopt a budget and to discuss and adopt rules or policies governing the management, operations, programming, maintenance, or funding of PEG Media.

2.2.2. Other Meetings. For any of the purposes expressed by this Agreement and in recognition of the mutual benefits accruing to the Members from the active coordination and cooperation of the Members, in supplement to the quarterly meetings, the Directors agree to meet from time to time (in person or online), as is reasonable and necessary, to coordinate, discuss, decide, adopt, or amend By-laws, rules or policies governing the management, operations, programming, or maintenance of PEG Media.

2.2.3. Voting. The Members hereby designate the Directors as the proper representatives at meetings described by this Section 2.4. The adoption or amendment of the By-laws or any budget, rule, or policy of PEG Media shall require a 4/7 vote of the-Directors. Online voting is authorized with a fixed time period of at least 48 hours to respond.

2.2.4. Ad Hoc Committees. The Board may appoint temporary Ad Hoc Committees, made up of at least three (3) Directors, to study issues and make recommendations to the full Board.

ARTICLE 3. Programming

All programming provided on PEG Channels shall be non-commercial in nature as required by the FCC and N.C .G.S. § 66-357(f).

Video programming shall be provided on the PEG Channels to meet requirements of North Carolina State statutes.

It is anticipated by the Members that the Members may wish to acquire additional PEG Channels during the Term or broadcast additional Cable services. The Members intend that any future-acquired PEG Channels be governed pursuant to this Agreement.

ARTICLE 4. PEG Media Funding

4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Members, hereto, each of the Members hereby commits individually and severally to making all best efforts reasonably necessary to financially support-PEG Media. Without limiting the foregoing, the Members explicitly commit as follows:

4.1.1. Certified PEG Channels. Each of the Members individually shall certify to the State on or before the due date established by the North Carolina Department Revenue each year of the Term the number of qualifying PEG Channels operated by the Member, currently two each.

4.1.2. Grants. At the request of the Studio Director, the Members shall apply, either individually or collectively, as determined by the Studio Director, for any grant monies available to PEG Channels-

4.1.3. PEG Channel Supplemental Support. Funds distributed quarterly to the Members from the North Carolina Department of Revenue for Supplemental PEG Channel Support pursuant to N.C .G.S. §§ 105-164.44I and 105-164.44J shall be transferred immediately to and expended only for the operation and support of the PEG Channels.

4.2. Loss of Funding. If N.C.G.S. § 105-164.44I is repealed or changed such that PEG Media loses all or a significant portion of its State funding (fifty-one percent or more), each Member shall have the right to immediately withdraw from this Agreement. Members withdrawing based on loss of funding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 5. Title to Property

Title to any Permanently Installed equipment or fixtures acquired during the Term shall be with the fee owner Member of the real property to which the installed equipment or fixtures are affixed.

Title to any real property constructed on previously owned property shall remain with the Member holding title to such property.

ARTICLE 6. Assets

6.1 Sale of Assets. The Studio Director may sell surplus assets of PEG Media as necessary in the reasonable discretion of the Studio Director. Funds received from the sale of surplus-assets shall be used for the operation of PEG Media.

6.2 Termination Right. Should any Member exercise its Termination Right (as defined in Article 7 herein), and the remaining Members agree to continue the operation of PEG Media through a new agreement, all real property, personal property, equipment, and inventories shall remain with PEG Media; the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

6.3 Planning For Dissolution. The distribution of PEG Media's assets before dissolution shall be made in accordance with the Policy for the Distribution of the Corporation's Assets Before Dissolution, as approved by the Board and as amended from time to time (the "Planning For Dissolution Policy"), which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding anything herein to the contrary, in the event a Member withdraws from this Agreement pursuant to Section 7.2 herein, such Member shall be deemed to be a member of PEG Media on the last day of operation, solely for the purpose of distributing assets in accordance with the Policy on the Distribution of the Corporation's Assets Before Dissolution.

6.4 Dissolution. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 7. Termination or Withdrawal

7.1 Termination. This Agreement shall not otherwise be terminated prior to the end of its Term except as follows:

7.1.1 Unanimous Vote. This Agreement may be terminated at any time upon the unanimous vote of all the Directors at a duly called meeting. In which event, PEG Media shall be dissolved and the assets shall be distributed in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board.

7.1.2 90 Days' Notice. This Agreement may be terminated by any Member through written notice to the other Members made no less than ninety (90) days prior to the proposed termination date (the "Termination Right"). Should any Member exercise its Termination Right and the remaining Member agree to continue the operation of PEG Media through a new agreement, then the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

7.2. Withdrawal.

Loss of Funding. In accordance with Section 4.2, each Member shall have the right to immediately withdraw from this Agreement if PEG Media loses all or substantially all its State funding. Members withdrawing from this Agreement based on loss of funding shall have the right to keep assets assigned to them for their use and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

Super Majority Vote. This Agreement may be modified by allowing a Member to voluntarily withdraw from this Agreement on an affirmative vote of at least five (5) Directors. In the event a Member withdraws in accordance with this Section, such Member shall have the right to keep assets assigned to them for their use. The Board may allow the Member to retain their interest in the equipment, furnishings and other assets of PEG Media.

ARTICLE 8. Miscellaneous Provisions

Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

If to Archer Lodge:

Town of Archer Lodge c/o Town Administrator
Archer Lodge Town Hall
Archer Lodge Town Hall
14094 Buffalo Road
Archer Lodge, NC 27527

If to Clayton:

Town of Clayton c/o Town Manager
Clayton Town Hall
P.O. Box 879
Clayton, NC 27528

If to Garner:

Town of Garner c/o Town Manager
Garner Town Hall
900 Seventh Ave,
Garner, NC 27529

If to Knightdale:

Town of Knightdale c/o Town Manager
950 Steeple Square Court
Knightdale, NC 27545

If to Rolesville:

Town of Rolesville c/o Town Manager
Rolesville Town Hall
PO Box 250
Rolesville, NC 27571

If to Wendell:

Town of Wendell c/o Town Manager
15 E Fourth St
Wendell, NC 27591

If to Zebulon:

Town of Zebulon c/o Town Manager
Zebulon Town Hall
1003 N. Arendell Avenue
Zebulon, NC 27597

Each party may designate by notice a new address to which any notice thereafter may be given, served, or sent. Each notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

Amendments. No modification or amendment of this Agreement, including the Dissolution Policy attached hereto as Exhibit A, will be valid or binding upon any Member(s) unless in writing and signed by the Member(s) against whom such modification or amendment is asserted.

Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to an interlocal agreement for the joint funding and operations of PEG Media. All previous undertakings or agreements between the Members with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any Member hereto.

Transferability. No additional Members shall be allowed to participate during the Term. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported transfer or assignment of a Member's rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

Interpretation. If there arises any issue regarding the intent of the Members to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any Member, and this Agreement shall not be strictly construed against any Member. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.

Faxed Signatures. Any party to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telescoped signature as that party's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that party's original handwritten signature were attached hereto, it being the intention of the Members that a telescoped signature on this Agreement is binding from the time a copy of this Agreement with a party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

Severability. The Members intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.

Agreement in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

Other Documents. The Members agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement and the covenants contained herein.

Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles, power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned embargo, acts of God, inclement weather or other reason beyond such party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto, and their respective successors and permitted assigns.

Injunctive Relief. The Members acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Members for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Members have caused this Agreement to be ratified by resolution of their governing boards or councils as evidenced by the minutes of their governing boards or councils, and executed by their duly authorized officers as of the date noted below each signature.

THE TOWN OF ARCHER LODGE,
a North Carolina municipal corporation

By: _____

Name: _____ Date: _____

Title: _____

THE TOWN OF CLAYTON,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF GARNER,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF KNIGHTDALE,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF ROLESVILLE,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF WENDELL,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

THE TOWN OF ZEBULON,
a North Carolina municipal corporation

Name: _____ Date: _____

Title: _____

Policy on the Distribution of the Corporation's Assets Before Dissolution

The Board, on a positive vote of five (5) Members at a regularly called meeting, shall set a future date for dissolution.

Employees of PEG Media shall immediately be notified of the dissolution date and the last date of their employment.

All personal property, equipment and inventories located in the various town halls and used by the Members to record board meetings or to generate content shall remain there and become property of that Member.

The exclusive use of the Studio building shall revert to the Town of Knightdale the day after dissolution.

Certain equipment located in the Studio and used to broadcast a cable TV signal or generate content may be given to one or more of the Members for their use with approval of the Board. An estimate of the value shall be made for such equipment and the value deducted from the proceed split if any.

All other personal property, equipment and inventories of PEG Media shall be sold online, at auction or any method approved by the Board and consistent with state law. After all payroll, leave, taxes, bills, accounts payable and obligations are paid in full the proceeds shall be split equally among the Members, as it exist on the last day of operation, of PEG Media. These proceeds may only be used by the Members as allowed by state law.

The current Members are currently the towns of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon.

All other assets shall be distributed according to IRS provisions (Section 6.4).

Work Tasks of PEG Media Staff
January 2020

----- PEG MEDIA ORGANIZATION -----

- **Administrative Functions**
 - Bookkeeping
 - Purchasing
 - Contracts & Interlocal Agreement
 - Surplus equipment
 - PEG Board meeting
 - Staff reports
 - Budgeting
 - Planning
 - Personnel & Payroll
 - Document storage
- **Maintenance of the Studio**
 - Security system
 - Fire
 - Lighting system
 - Sound system
 - Storage
- **Maintenance of Equipment**
 - Purchase, install and maintain equipment necessary to broadcast on cable TV
 - Servers
 - Cablecast TV server
 - EWTV
 - Garner
 - Clayton
 - Wake Public
 - Network server
 - (3) Network Attached Storage
 - (4) Carousel bulletin board servers
 - East Wake TV
 - Wake Public TV
 - Clayton TV
 - Garner TV
 - WiFi / Access Point

- Computers
 - (7) on-site workstations
 - (2) remote workstations
- Other
 - Weather camera
 - Router/Firewall
- **Maintenance of Software:**
 - Software
 - Adobe Creative Cloud
 - Digital Juice
 - Google account (email, calendar, online storage)
 - Norton Security
 - Carousel, Cablecast
- The Studio Director is assigned to these functions with the help of one part-time volunteer employee

----- ALL GOVERNMENT CHANNELS -----

- **Maintenance of Equipment**
 - Offsite Locations (Clayton, Garner, Knightdale, Rolesville, Wendell & Zebulon)
 - (4) Cameras each location
 - (6) TriCaster TC1
 - Control surface, switch (router), accessories
 - Tricasters require regular software updates
- **Production**
 - Produce
 - Record
 - Edit
 - Scheduling
- **Acquire and Schedule Content**
 - NCDOT Now!
 - This Week at the General Assembly
 - WakeGov TV
 - Wake County Board of Commissioners meetings

----- WAKE PUBLIC TELEVISION CHANNEL 1301 -----

- **Production**
 - Acquire and schedule content
 - Receive local church content
 - The Studio Director is assigned to schedule & maintain the channel
- **Maintenance of Equipment**
 - Carousel bulletin board
 - Time & date, weather, traffic cameras, job postings, upcoming events, RSS feed

----- CLAYTON TELEVISION CHANNEL 11 -----

- **Production**
 - PEG Media provides partial funding for a town production employee
 - Use as needed of the Studio facility
 - Use of podcasting equipment
 - Use of drone
- **Maintenance of Equipment**
 - Carousel bulletin board
 - Time & date, weather, traffic cameras, Town job postings, upcoming events, RSS feed
 - Board Room equipment

----- GARNER TELEVISION CHANNEL 11 -----

- **Production**
 - PEG Media provides partial funding for a town production employee
 - Use as needed of the Studio facility
 - Use of podcasting equipment
 - Use of drone
- **Maintenance of Equipment**
 - Carousel bulletin board
 - Time & date, weather, traffic cameras, Town job postings, upcoming events, RSS feed
 - Board Room equipment

----- EAST WAKE TELEVISION CHANNEL 22 -----

Services to:

- Archer Lodge
 - Produce, record and/or edit & schedule content
 - Family Fun Day
 - Independence Day Celebration, parade & fireworks
 - Veteran's Day
 - Various PSAs, promotions & ribbon-cuttings
 - Youth sports
 - Maintain YouTube page
- Knightdale
 - Produce, record and/or edit & schedule content
 - One Council meeting (live) per month
 - July 4th
 - Christmas parade
 - K-Fest
 - Various PSAs, promotions & ribbon-cuttings
 - Youth sports
 - Economic Forecast with Michael Walden (annual)
 - Candidates Forum
 - Knightdale Chamber video podcast (live)
 - Photography
 - Town Council
 - Police Officer IDs
 - Maintain YouTube page
 - Purchase and maintain equipment necessary to record Board meetings
- Rolesville
 - Produce, record and/or edit & schedule content
 - (2) Board meetings per month
 - Christmas parade
 - Finger Licking BBQ & Music Festival
 - Mayor's Show (intermittent)
 - Various PSAs, promotions & ribbon-cuttings
 - Rolesville Chamber events
 - Youth sports
 - Maintain YouTube page
 - Purchase and maintain equipment necessary to record Board meetings
 - Public Information Officer services one day per week

- Wendell
 - Produce, record and/or edit & schedule content
 - (2) Board meetings per month
 - July 4th
 - International Food & Music Festival
 - Wendell Harvest Festival
 - Wendell Historic Society raffle
 - Monthly events (Big Truck Day, BMX Bike, Public Safety Day, etc.)
 - Mayor's Show (intermittent)
 - Various PSAs, promotions & ribbon-cuttings
 - Youth sports
 - Maintain YouTube page
 - Purchase and maintain equipment necessary to record Board meetings
 - Public Information Officer services one day per week
- Zebulon
 - Produce, record and/or edit & schedule content
 - One Board meeting per month
 - Joint meetings & Board of Adjustment (occasional)
 - Budget meetings
 - Christmas parade
 - Various PSAs, promotions & ribbon-cuttings, (Farmer's Market, etc)
 - Youth sports
 - Candidate's Forum
 - Mayor's Show (intermittent)
 - Maintain YouTube page
 - Purchase and maintain equipment necessary to record Board meetings

Services to East Wake Television channel (on behalf of all towns)

- Produce, record and/or edit & schedule content
 - Talk of the Town
 - East Wake News
 - Kiddin' Around
 - Great People in eastern Wake County
 - Goin' Places
 - Meet Your Leaders
 - Schools
 - Spotlight on Schools (intermittent)
 - Library
 - Activities at the East Regional Library
 - Storytime at Wendell Library
 - Sports
 - Mudcats on Deck
 - High school sports (Knightdale HS, East Wake HS, Rolesville HS, Correnth-Holders HS)
 - Parks & Recreation youth sports

- Wakegov TV
- Wake County Board of Commissioners Meeting
- Other
 - Stars in the East
 - Town Hall Day
 - Darren Jackson
 - David Price
 - Pet of the Month
 - Nutrition Tips
- Carousel bulletin board
 - Time & date, weather, traffic cameras, upcoming events & meetings, PSAs, RSS feed
- **Social Media**
 - Web page (<http://EWTV.ORG>)
 - Facebook page (6,828 Followers)
 - YouTube page (1,370 Subscribers)
 - Twitter (244 Followers)
 - Instagram (499 Followers)
- One full-time Photographer/Editor, one full-time Producer/PIO and one full-time Sports Photographer/Editor are assigned to the channel with the Studio Director helping as needed.

Item Title:

Parking Ordinance Amendment Presentation

Board of Commissioners Meeting:

Monday, January 27, 2020 - Presentation

Specific Action Requested:

Receive presentation of proposed amendments to the Parking Ordinance.

Item Summary:

The Town of Wendell has existing Code related to the regulation of parking. New developments, like Wendell Falls have roads dedicated for public and private use with restrictive covenants in place that regulate parking. As the publicly dedicated roads are conveyed to Town maintenance in the coming months, an ordinance amending code related to parking will be needed to provide consistent enforcement and ensure public safety and access.

Staff will provide a presentation on current requirements and proposed amendments needed to accomplish this goal. No action is requested at the January 27, 2020 meeting. The proposed text amendment will return for decision on February 24, 2020.

Attachments:

None

Item Title:

Town of Wendell Special Events Policy Presentation

Board of Commissioners Meeting:

Monday, January 27, 2020

Specific Action Requested:

Receive presentation on the Town of Wendell Special Events Policy.

Item Summary:

Staff has modified the special events policy process to create a more user-friendly application process. Forms and information previously located on multiple pages on the website will be relocated to one place, allowing for easier access for applicants.

The policy also includes a co-sponsorship application, a process that will formalize the partnerships the town has with other organizations when collaborating on special events (i.e. Harvest Festival). It allows for a clear understanding on which organization is responsible for each aspect of an event, and includes a requirement of recognition of partnership.

Internally, the special event review process will become a more collaborative effort, with applications being processed through the Administration Department, to ensure all appropriate departments are consulted when determining approval for a proposed event.

Staff feels these changes will improve the overall application process for customers, and will streamline the internal review process for events.

Attachments:

- A. Town of Wendell Special Events Guide



Town of Wendell Special Events Guide

Special events are an important part of the Town of Wendell. Special events can produce endless benefits such as personal, social and economic growth and development, as well social and environmental awareness.

When determining the appropriateness of holding a special event in collaboration with the Town of Wendell or located on Town-owned or leased property or public rights-of-way, several items need to be considered as outlined in the Special Events Policy. The Special Event Application process helps staff determine if the Town has the resources and ability to meet the needs of the event to ensure safety and security of all participants.

Approval of a special event will be considered once a completed application has been received, reviewed and evaluated by the appropriate Town staff and it has been decided that use of public space and allocation of public resources are appropriate. Priority will be given to Town-hosted or sponsored events, and preference will be given to successful events that are recurring. Please note submittal does not mean approval, and it is recommended events are not promoted until approval is received.

Please review the attached Special Events Guide for the Town of Wendell, which includes the Special Events Policy, Application and other information that will be necessary to plan, coordinate and receive approval for your event.

Instructions to Apply for a Special Event Permit

1. Read the Special Event Permit Guide thoroughly.
2. Complete the Town of Wendell Special Events Permit Application.
3. Using the template or map provided, draw a site map showing streets to be closed, tent placement, parade/run routes or other similar events or activities. Include your site map with your permit application.
4. If your special event requires other Town-related permits or approvals as indicated in the Special Event Permit guide, complete the necessary forms/actions and include them with any applicable fees along with the Special Events Application.
5. Return the completed application and associated documents to:
Stephanie Smith
Assistant to the Manager
Wendell Town Hall
15 East Fourth Street
Wendell, NC 27591
6. All applications and related forms should be submitted to the Town of Wendell no less than **60 days** prior to the start of the event. The Town Manager may grant exceptions under their discretion for special circumstances.
7. Special event organizers applying for co-sponsorship consideration by the Town of Wendell must have their event approved by the Town of Wendell Board of Commissioners. Co-sponsorship requests must be submitted by January of each year, for incorporation into the annual budget. The application will be reviewed by staff and presented to the Board of Commissioners for consideration. The Board of Commissioners or Town Manager may grant exceptions for late co-sponsorship applications for special circumstances.
8. Once a Special Event Permit Application has been received, the application will be distributed to all associated departments for review. Based on these reviews the permit will be: 1) approved, 2) approved with conditions or 3) denied. The final determination will be provided in writing to the point of contact indicated on the application. The payment of all fees is required prior to issue of the final Special Event Permit. Examples of additional fees could include but are not limited to Town staff support, or waste removal fees.

Questions should be directed to Stephanie Smith, Assistant to the Town Manager at ssmith@townofwendell.com or 919-366-6893.

	POLICY	
	Administration Department	Effective: January 27, 2020
Special Events Policy Version 1.1	Supersedes: New	
	Prepared By: Stephanie Smith, Assistant to the Town Manager	
	Approved By: Marc Collins, Town Manager	

I. Purpose

For purposes of this Policy, "Special Event" is defined as an event or festival or other Recreational, Cultural, Entertainment, Community or similar activity held for the general public. Special events may or may not be sponsored or co-sponsored by the Town of Wendell. Events such as Carnival/Circuses, Religious Meetings, Christmas Tree Sales Lot/Firework Sales/Other Holiday and Special Sale Lots, Contractor's Office/Equipment Shed, Mobile Storage Units, Seasonal Buildings, Yard Sale or other gatherings held on private property require a Temporary Use Permit (issued by the Planning Department) and are not covered under the Special Event Permit requirements.

All special events are required to submit an application for their event each year. Previously held or annual special events and special events which have received Town co-sponsorship must reapply each year that the event is held and request co-sponsorship from the Town if desired as there is not an automatic renewal. Space is reserved when the permit application has been approved and all applicable fees are received.

II. Types of Special Events

Large Event – 150 or more people, held on Town property or Public Rights-of-Way

Large Event with Major Street Closure – 150 or more people, held on Town property or Public Rights-of-Way with a one-time street closure of a main road, or an ongoing street closure of any road (requires Board of Commissioner Approval)

Large Event with Minor Street Closure – 150 or more people, held on Town property or Public Rights-of-Way with a one-time street closure of a secondary road.

Small Event – Less than 150 people, held on Town property or Public Rights-of-Way

III. Standard Procedures

- A. **Conditions of Approval.** Special Events shall not violate or deviate from any applicable laws, rules, regulations, Town Ordinances, conditions of approval for the site or conditions noted in the Special Event Permit approval.
- B. **Obtain all other applicable permits and approvals.** The Event Organizer is responsible for obtaining all Town and other organizations required permits and approvals prior to the event. This may include but is not limited to tent permits, ABC permits, authorization for road closures, use of public property and/or rights-of-way. (*See Other Permits & Contact Information*)
- C. **Signs.** All special event signage must meet the requirements of Town of Wendell Sign Ordinances administered by the Planning Department. (*See Other Permits & Contact Information*)
- D. **Road Closures.** Closures of major public roads must be approved by the Town of Wendell Board of Commissioners. Permission may be granted by the Town Manager placing an item on the agenda for an upcoming board meeting for board action. Event Organizer must also provide documentation to include list of homeowners and/or businesses contacted that will be affected by closing of the identified streets including

documented permission. Please note minor road closures do not require Board approval, but must be approved by the Town Manager (*See Other Permits & Contact Information*)

*Sidewalks, Greenways and Multi-Use paths are to be used for public refuge and pedestrian traffic only and must remain clear and unobstructed in case of emergency (unless the closure permit specifically states that the sidewalk, greenway or multi-use path is to be closed.)

- E. **Parade Permit.** For parades, the Event Organizer must submit a Parade Permit as part of the application packet, including specific details of what route is proposed for the parade. (*See Other Permits & Contact Information*)
- F. **Food Sales.** The Event Organizer is responsible for arranging for all food permits and approvals from the Wake County Health Department. (*See Other Permits & Contact Information*)
- G. **Alcohol.** Alcohol is prohibited on outdoor Town property without special permission from the Town of Wendell Board of Commissioners. Permission may be granted by the Town Manager placing an item on the agenda for an upcoming Board Meeting for Board action. Police attendance, additional insurance and all associated fees are required for any event serving alcohol. (*See Other Permits & Contact Information*)
- H. **Vending.** The Event Organizer is responsible for procuring vendors for the event. This includes but is not limited to: Amusement Ride and/or Inflatable Rides Vendors and Merchandizing Vendors. Event Organizer is responsible for securing any required inspections and permits.
- I. **Electricity.** Please indicate request to access electricity on the Special Event Permit Application. Staff will follow up to determine need. Additional electrical work by the Town may be subject to additional fees or charges.
- J. **Sanitation and Recycling.** The Event Organizer is responsible for making arrangements for litter and debris cleanup of the special event site both during and after the event. The Town can assist with arrangements if needed. The Town can also assist with arrangements for the proper disposal of grease or similar waste.
- K. **Toilets.** The Event Organizer is responsible to provide adequate on-site toilets to facilitate the specific needs of their event and must meet stormwater compliance and recycling requirements. If event will be using port-o-johns, Event Coordinator must provide the following information on Special Event Permit Application: number of regular/handicap units, location of each unit, location of units.
- L. **Water.** Please indicate request access to water on the Special Event Permit Application. Any scheduled services may require a fee.
- M. **Noise.** Permission to include music or amplified sound, including megaphones, as part of a special event may be given, with the submission of a Sound Permit. Event Organizers should be sensitive to local businesses and residences when preparing sound equipment for special events. Noise can be no louder than 95 DB's until 11 pm, and no louder than 90 DB's from 11 pm – 12 am. (*See Other Permits & Contact Information*)
- N. **Tents, Stages, Accessories, etc.** The Town of Wendell defines and classifies any structure, enclosure, or shelter constructed of canvas or pliable material supported in any manner as a tent. If the event will be using any tents larger than 10 feet x 10 feet, an additional permit may be required by Wake County. Tables, chairs and other linens may be rented by the Event Coordinator from a private company. **Stakes may only be used in locations approved by Public Works.** (*See Other Permits & Contact Information*)
- O. **Personnel.** Special Events typically require significant staff time, requires manpower to either be pulled away from Town of Wendell's daily job tasks or for additional staff to be scheduled to cover workloads. Staff time directly related to special events may be charged to the Event Organizer. Staff will review the Special Event Permit Application and determine additional staffing needs, subject to fees. Additional security (Police Officer) may also be requested on the application.
- P. **Insurance.** Event Organizer is required to provide evidence of insurance prior to issuance of special event permit. The certificate of insurance must name the Town of Wendell as an additional insured for a minimum of one million in general liability insurance. Events that include alcohol will require an additional one million in liquor liability insurance and the policy will indemnify and hold harmless the Town of Wendell, its employees, and the Board of Commissioners.
- Q. **Outreach.** Event Organizer is required to notify all adjacent property owners who may be impacted by the event. For any event promotion, the Town logo may only be used if a co-sponsorship agreement has been approved.

IV. Evaluation Criteria

The Town of Wendell utilizes the following criteria when evaluating and scheduling Special Events:

1. The nature of the event and how it can serve the Town of Wendell and its residents.
2. The dates and times during which the proposed event will occur including setup and breakdown time.
3. The location(s) of the Special Event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town.
4. Whether the activities are in compliance with other applicable laws and Town ordinances.
5. The impact and /or cost of the event on Town support services.
6. Recurring events.
7. The frequency of the event or similar event(s).



**Town of Wendell
Special Event Permit Application**

Applicant Information

Applicant Name: _____

Organization (if applicable): _____

Address: _____
Street/Route
City
State
Zip

Home Telephone # _____ Business Telephone # _____

Cell Phone # _____ Fax # _____

Email Address: _____

Event Information

Name of Event: _____

Purpose of Event: _____

Event Location(s):	
Event Date:	
Set-up Time Begins:	
Time Event Begins:	
Time Event Ends:	
Clean-up Time Ends:	

Attendance:	Check which box applies
Large Event - 150 or more people	
Large Event – 150 or more people and street closure(s) <i>Name street(s) to be closed:</i> _____	
Small Event – less than 150 people	

Site Plan for events with 150 or more people:	Please use the attached template (or separate drawing) to include a detailed site plan must be attached to the application that includes all event features including vendor placement, trash cans/dumpsters, portable restrooms, security fencing, canopies, and tents. Include dimensions of all tents and canopies. Also include a plan to address parking to support this event.
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Check all that apply for the purpose of Event. Please review the Special Event Policy for additional information on applicable fees, staffing and/or permits:

Will signs be used to advertise the event? <i>If yes, please submit Sign Permit Form</i>	Yes	No
Will streets need to be closed during this event? <i>If yes, please submit Street Closure Form</i>	Yes	No
Will this event include a parade? <i>If yes, please submit Parade Permit</i>	Yes	No
Will alcohol be served at this event? <i>If yes, contact ABC Commission North Carolina. Law Enforcement presence will also be required.</i>	Yes	No
Will vendors be part of your event?	Yes	No
<p> If yes, please indicate the maximum number of expected vendors in each of the following types:</p> <ul style="list-style-type: none"> o Food: _____ o Merchandise: _____ o Amusement rides: _____ <p> Food Vendors: Contact the Wake County Environmental Services, Temporary Food Establishment at 336 Fayetteville Street in Raleigh or call 919-856-7419 to secure a Temporary Food Event Coordinators Application and to schedule an inspection if needed.</p> <p> Amusement Ride and/or Inflatable Rides Vendors: Contact the Department of Labor and Amusement Device Bureau at 11 Hillsborough Street in Raleigh or call 919-807-2770 to ensure compliance and schedule an inspection if needed.</p>		
Will you need access to electricity for this event?	Yes	No
Will your event need additional trash dumpsters, recycle containers or assistance with disposal of grease or similar waste?	Yes	No
Will your event need additional restroom facilities?	Yes	No
<p> If yes, please provide the following information:</p> <ul style="list-style-type: none"> o Indicate the location on the site plan of each unit. o Indicate the number of regular units planned for the event: _____ o Indicate the number of handicap units planned: _____ 		
Will you need access to water for this event?	Yes	No
Will amplified microphones, music or musical instruments be used at this event? <i>If yes, please submit Sound Device Permit</i>	Yes	No
Will you be using tents larger than 10x10 for this event? <i>If yes, please contact the Fire Marshal</i>	Yes	No
Are you requesting additional Police (security) for this event?	Yes	No

Applicant Responsibilities

-  Special Event Permit, as well as any applicable Town-related permit applications must be submitted at least 60 days prior to event date.
-  If available, space is tentatively held when an application and all fees are received. Space is officially reserved when application is approved, and all required payments are received.
-  Requests must be in writing for each occasion and are not automatically renewed.
-  Provide certificate of insurance at least 30 days prior to event.
-  If request requires review and approval by the Wendell Town Board of Commissioners, staff will provide recommendations and the Board of Commissioners will review the request and make decision at a regularly scheduled Board Meeting.
-  Review the Special Event Fees in the Legislative & Administrative Fee Schedule: O-08-2019 at the end of this packet.

Special Event Site Map

Please show all elements of event, including streets to be closed, tent placement, parade/run routes or other similar events or activities.

Insurance Requirements and Affidavit of Event Coordinator

I understand the event space is tentatively held when an application and all applicable deposits and application fees are received. Space is officially reserved when application is approved, and all additional required payments are received.

I understand that evidence of insurance is required 30 days prior to the event date. The Event Coordinator must provide a certificate of insurance which names the Town of Wendell as an additional insured for a minimum of one million in general liability insurance. Events that include alcohol will require an additional one million in liquor liability insurance and the policy will indemnify and hold harmless the Town of Wendell, its employees, and the Board of Commissioners.

I also understand that as the Event Coordinator, I (or my organization) am responsible for any accidents or damages to persons or property resulting from the issuance of this permit.

I certify that I have reviewed the Special Event Policy and that the information in this application is correct to the best of my knowledge. I understand that if the information is found to be incorrect or the event does not accurately represent what has been applied for that the Town of Wendell is authorized to amend the event, including closure of the event if warranted to protect the health, safety and welfare of the Town and its citizens and businesses. All programs and facilities of the Town of Wendell are open to all citizens regardless of race, sex, age, color, religion, national origin or limitation.

Name of the Event Coordinator

Signature of the Event Coordinator

Date

Town of Wendell Staff Use Only	
Date application received:	Received by:
Fees Received by:	Amount of Payment:

Co-Sponsored Events Policy

The Town of Wendell has acted as a co-sponsor for various Special Events. A significant amount of time and planning, in addition to financial resources, goes into these events. Through co-sponsorship, the Town may provide: staff support, logistical support, equipment usage, technical assistance and other in-kind support. While recognizing that these events add to the quality of life in the community, help to bring the community together, and foster economic growth, the Town also must be very careful in which events it chooses to co-sponsor. Staff time, availability of equipment, the nature of the event, and several other factors are taken into account on deciding whether or not to co-sponsor an event.

- A. **Criteria for Co-Sponsorship.** The following criteria are used when determining co-sponsored events:
 1. The requesting applicant must represent a non-profit organization as defined by state or federal tax law.
 2. Priority will be given to Wendell based groups/chapters/organizations.
 3. The proposed event is open to the general public.
 4. The proposed event has been planned to facilitate a positive impact on the community.
 5. Eligibility for co-sponsorship status is based on successful completion and submittal of application and agreements.

- B. **Conditions of Co-Sponsorship.** The Event Organizer should understand and agree to the following if requested:
 1. All requests for sponsorship or co-sponsorship must be approved by the Wendell Board of Commissioners.
 2. Applicant will provide to the Town a clear and detailed record of the event's requested needs from the Town at the time of application for co-sponsorship status.
 3. Once approved, applicant is permitted to use Town logo, using the guidelines in the Logo Use Policy (located at www.townofwendell.com).
 4. Group or organization must provide tangible benefit to the community.
 5. Group or organization's activities must be open to the general public.
 6. Group or organization must include the Town name and/or logo in **ALL PUBLICITY**, including print, video, television and radio, as an event co-sponsor.
 7. No activities/events may be held at under this policy which would result in monetary gain for an individual.
 8. **NO ALCOHOLIC BEVERAGES** will be allowed at any outdoor event, without prior approval and all necessary permits.
 9. Town resources may not be used to support partisan political events or activities during town sponsored or co-sponsored event.
 10. Group or organization must provide a one million dollar certificate of insurance which specifically lists the Town of Wendell as an additional insured. An additional one million dollars is required for events that serve alcohol.
 11. Group or organization must agree to provide information and/or perform such other duties as may be required by the Town of Wendell.
 12. Where applicable, the applicant shall provide at no cost, one booth space (or the equivalent thereof), at a mutually agreeable location at the event for the use by the Town of Wendell as determined by the Town. Any cost associated with this shall be borne by the applicant.
 13. Applicant will provide clear spoken recognition of the Town of Wendell and its contribution at any events or functions utilizing live entertainment or speakers. Any cost associated with this shall be borne by the applicant.

We, _____ (organization name) do hereby agree to the conditions outlined in the Co-Sponsored Events Policy, in order to be considered for sponsorship or co-sponsorship by the Town of Wendell.

Name of Event Coordinator

Signature of Event Coordinator

Address

Date

Phone Number

Email Address

Town of Wendell Staff Use Only

Date application received:	Received by:
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Other Permits & Contact Information

To submit a Special Occasion Permit through the Alcoholic Beverage Control Commission (ABC), please visit <https://abc.nc.gov/Permit/ApplyLSO>, or contact:

ABC Commission North Carolina contact@abc.nc.gov
919-779-0700

For Temporary Food Establishment permits through Wake County Environmental Services, please visit <http://www.wakegov.com/food/festivals/Pages/tfe.aspx>, or contact:

Wake County Environmental Services tfe_permits@wakegov.com
919-856-6609

For amusement ride and/or inflatable inspections through the North Carolina Department of Labor, please visit <https://www.labor.nc.gov/safety-and-health/amusement-device> or contact:

North Carolina Department of Labor 1-800-625-2267

For large tent inspections through the Wake County Fire Marshal's Office, please contact:

Wake County Fire Marshal 919- 856-6340

Town of Wendell Contact Information

For specific questions related to co-sponsorships or the overall special event permitting process, please contact:

Administration Department Stephanie Smith
Assistant to the Manager
ssmith@townofwendell.com
919-366-6893

For inspection of a temporary structure (by Wake County), or specific questions related to the sign ordinance, or temporary use permits, please contact:

Planning Department David Bergmark
Planning Director
dbergmark@townofwendell.com
919-366-1464

For specific questions related to road closures, parade permits, or sound permits, please contact:

Police Department Chief Bill Carter
Police Chief
bcarter@townofwendell.com
919-365-4444

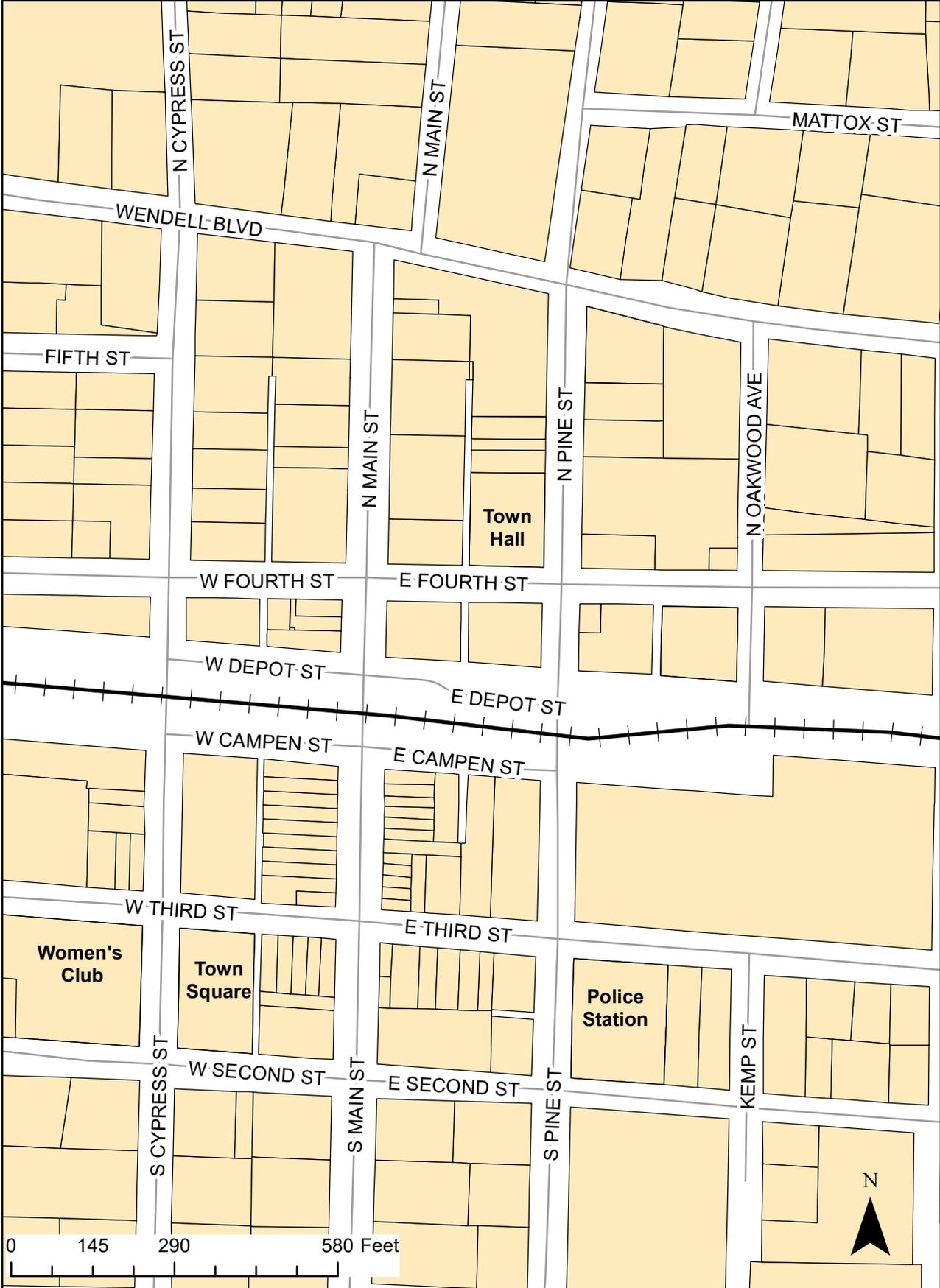
For questions about facility or field rentals at Wendell Community Park or the Community Center, please contact:

Parks & Recreation Department Jeff Polaski
Parks & Recreation Director
jpolaski@townofwendell.com
919-366-2266

For questions about stormwater and recycling requirements, electricity or water access, or locations that stakes are permitted, please contact:

Public Works Department Brian Bray
Public Works Director
bbray@townofwendell.com
919-365-4822

Special Event Site Map





Temporary Sign Permit Application

Fee Paid:	Date:
-----------	-------

Date:

Name of Organization:		Phone:
Name of Contact:		Email:
Organization's Physical Address:		
Mailing Address:		
Address of Sign's Location*:	Size of Sign:	x
Dates of Posting Signs:	Number of Signs:	
Description:		

**If the temporary signs will be placed in more than 1 location, please provide an attached list of addresses.*

Excluding small ground signs, no more than 4 total temporary sign permits are allowed per organization per year. Ground signs must be placed behind the sidewalk or ditch line, or placed 5 feet from edge of road pavement. Excluding lighter-than-air signs, ground-mounted signs may not exceed 7 feet in height. All signs posted on private property must have signed permission from the property owner.

Any temporary signs that are outdated, in poor condition, abandoned, and/or are not in an upright position may be removed by the Town. See Chapter 12 of the UDO for additional sign regulations.

Check the appropriate sign type/description (categories not limited to graphic description):

- Lighter-than-Air** - Permitted on business premises up to 2 times per year, up to 3 consecutive days. Height allowed is proportional to distance from property line, up to 100 feet.
- Seasonal Farm Product** - Permitted for a max. period of 60 days. 3 square foot max. sign area permitted. Signs must be located on private property. No more than 6 signs are permitted at any one time.
- Mobile** - Prohibited on a permanent basis. Permitted on a temporary basis at special events for 14 days in commercial and manufacturing districts.
- Banners & Pennants** - Located on the building and must relate to a special promotion or event of limited duration - may not replace permanent sign. Only 1 per business is permitted to be displayed at a time for 30 days max. Area may not exceed 32 square feet.
- Small Ground** - Max. size of 3 square feet permitted. Only permitted for businesses and nonprofits located within Wendell's jurisdiction. No more than 12 are permitted per organization at one time. No more than 2 may be located on the same property. There is no limit on sign duration.
- All Other Temporary Signs** - Combined size cannot exceed 32 square feet. If more than 1 is placed on the same property, the sign area allowed is reduced to 3 square feet each. Permit will be allowed for 14 days.

I, the undersigned, agree to abide by the regulations set in Chapter 12 of the Wendell UDO and any other applicable regulations or conditions related to the erection and maintenance of the above designated sign. I understand that violation of any of the regulations will result in the revocation of this sign permit and may require the removal/relocation of the violating sign in addition to possible penalties.

Applicant Signature _____	Date _____
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Staff Comments: _____	

Town Staff Signature _____	Date _____



Town of Wendell Street Closing Application

CONTACT INFORMATION

Name of Organization:	Name of Event Coordinator:
Email Address:	Phone Number:
Address:	City, State, Zip Code:

EVENT INFORMATION:

What is the event:		
Types of activities during the event:		
Date of Closure:	Set-up Time Begins:	Time Event Begins:
Time Event Ends:	Clean-up time Ends:	Estimated Attendance:
Requirement of Town barricades and/or cones are at the discretion of staff. If required, an additional \$25 fee will be due for approval.		

EVENT LOCATION:

Street(s):	Block:
------------	--------

Street Closing Requirements:

The Town of Wendell is committed to supporting the activities among residents, provided certain guidelines are observed to ensure the safety of participants and to preserve the Town's ability to protect its citizens and assets. The following guidelines are established to achieve these goals:

- ✚ Review of the request begins when a completed application, \$15 application fee, and \$25 cone fee [if applicable] are received.
 - Application fee is non-refundable.
 - Upon approval of request, the barricades and cones will be scheduled for delivery.
- ✚ Event organizer is responsible for contacting and receiving permission from adjoining businesses or neighbors adjacent to the request.
- ✚ Sound permit is required for the amplification of music and sound, including mega-phones.
- ✚ Approval may be required for all commercial food vendors by Wake County Environmental Services. Contact 919-856-6609 for details.
- ✚ Alcohol is prohibited on outdoor Town property without special permission from the Town of Wendell Board of Commissioners. Permission may be granted by the Town Manager placing an item on the agenda for an upcoming Board Meeting for Board action. Police attendance, additional insurance and all associated fees are required for any event serving alcohol.
- ✚ Event organizers must maintain a fourteen (14) foot lane on all blocked streets for emergency vehicle access.
- ✚ Weights such as water barrels or cement buckets must be used for anchoring temporary tents. **Stakes are not permitted.**
- ✚ All trash and recycling must be promptly removed at the conclusion of the event.
- ✚ All barricades must be monitored. Event organizers shall be required to move barricades in the case of an emergency.
- ✚ Major street closures will require Board approval at a regularly scheduled Board Meeting.

Event Organizer Certification:

I hereby certify that I have read and understand the above requirements for this Street Closing Request; the information given in this application is correct to the best of my knowledge. Event organizer agrees to indemnify and hold harmless the Town of Wendell for any and all liability arising from the event.

Signed: _____ Date: _____

Print Name: _____

Please submit completed application and application fee payment to:

Town of Wendell
 Attn: Assistant to the Town Manager Phone: 919.365.4450
 15 E Fourth Street Fax: 919.366.1462
 Wendell, NC 27592

You will be notified when the permit is approved or denied.

Staff Use

Payment received by: _____ Amount of Payment: _____ Date: _____

_____ Town Manager	Approved: Yes <input type="checkbox"/> No <input type="checkbox"/> Date: _____	Note(s):
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Date of Notifications: Police Public Works Finance Event Organizer



Town of Wendell Parade Permit

DATE OF REQUEST: _____ TIME OF REQUEST: _____

ORGANIZATION: _____

LOCATION/ADDRESS OF EVENT: _____

DATES OF EVENT: _____ TO: _____

HOUR(S) OF EVENT: _____

ROUTE OF TRAVEL [MAY ATTACH MAP]:

NUMBER OF PERSONS PARTICIPATING IN THE EVENT: _____

PURPOSE OF EVENT: _____

PERSON IN CHARGE: _____

ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

Town of Wendell Staff Use Only

Date received:	Received by:
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In accordance with the Town of Wendell Code of Ordinances, Sec. 24-124, this permit is authorized to the above named organization/person to conduct a parade activity within the Town of Wendell, North Carolina. This permit is valid only for the date, time, persons and location as indicated above. The violation of any provision of this agreement shall constitute a misdemeanor, punishable on conviction by a fine not exceeding \$50.00 or imprisonment not exceeding 30 days as provided in NC GS 14-4.

APPROVAL

Chief of Police, Wendell NC

Town Manager, Wendell NC

Date of Issuance: _____



Town of Wendell Sound Device Permit

This application is to be used when responsible organizations desire to produce programs, speeches or general entertainment events where loud instruments or devices may be used to amplify either live or recorded human voices, music or other similar noises as defined by ordinance.

Applicant Information

Applicant Name: _____

Organization (if applicable): _____

Applicant Address: _____
Street/Route City State Zip

Home Telephone # _____ Business Telephone # _____

Cell Phone # _____ Fax # _____

Email Address: _____

Signature of Applicant: _____ Date: _____

Event Information

Name of Event: _____

Type of Event: _____

Location of event: _____

Person in charge and who will be on site during Event: _____

Phone Number of person in charge and who will be on site during Event: _____

Event Date(s):	
Set-up Time(s) Begins	
Time(s) Event Begins:	
Time(s) Event Ends:	
Clean-up Time(s) Ends:	

Type of Sound Equipment: _____

[Examples of type of sound equipment are: bands, loudspeakers]

Explain the purpose of the event and the types of activities during the event: _____ **Item 4e**

Applicant Responsibilities

NO LOUDER THAN 95 DB's (UNTIL 11 PM). NO LOUDER THAN 90 DB's (11 PM – 12 AM).

In accordance with the Town of Wendell Code of Ordinance Chapter 10 Article III, Section 10-80, this permit is authorized to the above named organization/person to perform a sound device activity with the Town of Wendell, North Carolina. This permit is valid only on the date(s) and time(s) as indicated. This permit shall become void immediately upon any variance from the above stated conditions. The violation of any provision of this agreement shall constitute a misdemeanor, punishable on conviction by a fine not exceeding \$50.00, as provided by NC GS 14-4.

-  Permit is to be with the person in charge at the event and available upon request.
-  No advertising or promoting of event within the Town right of ways until receipt of an approved and signed Sound Device Permit.
-  Notify the adjoining businesses or neighbors adjacent to your request; attach documentation.

Town of Wendell Staff Use Only

Date received:	Received by:
----------------	--------------

Police Chief and Town Manager Decision

_____ Approved as submitted.

_____ Approved with the following condition(s): _____

_____ Reason for Denial: _____

Police Chief or Designee

Date

Town Manager

Date



Town of Wendell
Legislative & Administrative Fee Schedule: O-08-2019

Legislative

Filing Fee:

	Mayor	Commissioner
Filing fee for elected office for Town of Wendell Board of Commissioners*	\$25.00	\$25.00

Reference(s):

Town of Wendell Resolution – R-18-77 (6/30/1977); NC GS 163A-1620(e)

*Filing fee is collected by the Wake County Board of Elections when candidate files for placement on ballot as Mayor or Town Board of Commissioner.

Administrative

Check Return Fee:

	Cost
Check Return Fee	\$ 25

NC GS 25-3-506

Town Beer & Wine License:

	Cost
Beer on Premises [NC GS 105-113.77]	\$ 15
Beer off Premises [NC GS 105-113.77]	\$ 5
Wine on Premises [NC GS 105-113.77]	\$ 15
Wine off Premises [NC GS 105-113.77]	\$ 10
Wholesale Dealer – Beer Only [NC GS 105-113.79]	\$ 37.50
Wholesale Dealer – Wine Only [NC GS 105-113.79]	\$ 37.50
Wholesale – Beer and Wine Under Same License [NC GS 105-113.79]	\$ 62.50

Golf Cart Fees:

Golf Cart Fees:	Cost
Yearly registration fee	\$100
Transfer of registration to new golf cart replacing an older currently- registered golf cart held by the same owner.	\$ 20
Lost and/or stolen decal fee	\$ 20

Town of Wendell Code of Ordinances; Sec. 24-155

Vehicle License Tax:

	Cost
Vehicle License Tax	\$ 20

Town of Wendell Code of Ordinances; Sec 24-131

Street Closing Fee:

	Cost
Minor Street Closing Application [Non-refundable <u>and</u> payable upon submission of application]	\$ 15
Cones and/or barricades per event**	\$ 25

Does not apply to Town sponsored or co-sponsored events.

Does not apply to NCDOT maintained roads

**Must be paid prior to scheduling delivery

Reservation of Board Room:

	Cost
Reservation of Board Room [after 5 p.m.]	\$ 35 per hour

Town of Wendell Code of Ordinances; Sec 2-334; Policy 106



**Town of Wendell
Parks & Recreation Fee Schedule: 0-08-2019**

Mission

The Wendell Parks and Recreation Department strives to be a leader in Eastern Wake County by offering high quality recreational, cultural and leisure opportunities that will promote positive development and growth for Wendell citizens and visitors alike. It is our mission to provide open space facilities that will meet the needs of parks and recreation, preserve our natural resources and protect the historical integrity of our community for generations to come.

Wendell Resident is defined as a person who lives within the Wendell Corporate Limits.

Visitor is defined as anyone who resides outside the Wendell Corporate Limits.

Open Space is defined as open land that is undeveloped (has no buildings or other built structures) and is accessible to the public.

Wendell Community Center, 601 West Third Street

Regular Business Hours
7 a.m. to 9 p.m. - Monday through Thursday
7 a.m. to 5 p.m. - Friday

Registration Fees:

Activity	Wendell Resident	Visitor
Youth T-ball/Girls Volleyball	\$25	\$45
Tiny Basketball	\$30	\$30
Youth Athletics	\$50	\$70
Track –Out Camp	\$30 per day	\$30 per day
Adult Church Softball	\$500 per team	\$500 per team
Adult Co-Ed Softball	\$400 per team	\$400 per team
Adult Basketball (25 and older)	\$450 per team	\$450 per team
Adult Co-Ed Volleyball	\$300 per team	\$300 per team
Adult Beach Volleyball	\$100 per team	\$100 per team
Adult Fast Pitch Softball	\$450 per team	\$450 per team
Soccer	\$60 – 3 to 6, \$80 – 7 to 10	\$60 – 3 to 6, \$80 – 7 to 10
Wiffleball	\$25 per person	\$25 per person
Kickball	\$25 per person	\$25 per person
Community Garden	\$15 per person	\$15 per person
Weight Room	\$10 per person	\$10 per person
CPR/First Aid/Babysitting Classes	\$25/\$25/\$35 or \$60 for all 3	\$25/\$25/\$35 or \$60 for all 3

Facility Rental Fees

Athletic Fields (Non-Tournament)

Activity	Cost
Deposit	\$30 and non-refundable
Field Use	\$30 per hour
Parks & Recreation Staff	\$35 per hour
Lining (baseball/softball)	\$50 per event
Lining (soccer)	\$75 per event
Lights (baseball/softball/multi-purpose field)	\$30 per hour
Mowing	\$30 per event
Cross Country / Open Space	\$30 per hour (2 hour minimum)

Athletic Fields (Tournament)

Activity	Cost
Deposit	\$50 and non-refundable
Field Use	\$200 per field per day (includes lights)
Field #3	\$100 per day (no lights)
Disc Golf Course Tournaments	\$100, Monday – Friday (no lights)
Staff	\$250 per day
Field Dry Mix	\$10 per bag

Outdoor Rental

Activity	Cost
Large Shelter - Deposit	\$20 and non-refundable
Large Shelter - Rental	\$20 per hour
Small Shelter - Deposit	\$15 and non-refundable
Small Shelter – Rental	\$15 per hour
Beach Volleyball – Rental	\$10 per hour

Community Center

Activity	Wendell Resident	Wendell Resident – After Hours	Visitor	Visitor – After Hours
Deposit	Equal to one hour Wendell Resident rate			
Conference Room				
Activity Room A	\$15 per hour	\$35 per hour	\$40 per hour	\$60 per hour
Activity Room B	\$25 per hour	\$45 per hour	\$50 per hour	\$70 per hour
Gym (and Stage)	\$65 per hour	\$85 per hour	\$80 per hour	\$100 per hour
Youth Birthday Party (12 years and younger)	\$120 (2 hours)	n/a	\$140 (2 hours)	n/a
Entire Facility – First four hours	\$125 per hour	n/a	\$150 per hour	n/a
Entire Facility – After initial four hours	\$175 per hour	n/a	\$200 per hour	n/a
+Entire Facility – First four hours HOLIDAY RATE	n/a	\$175 per hour	n/a	\$200 per hour
+Entire Facility – After initial four hours HOLIDAY RATE	n/a	\$225 per hour	n/a	\$250 per hour
Entire Facility and Serving Alcohol – 3 p.m. to 12 a.m.	\$2,500 Flat fee includes: parks and recreation staff, police officers, security , insurance, dumpster and clean-up fees.		\$3,000 Flat fee includes: parks and recreation staff, police officers, security , insurance, dumpster and clean-up fees.	
Set-up and/or break down	n/a	\$20 per hour	n/a	\$20 per hour
Dumpster Fee	\$125			
Insurance Fees	\$200; waived if certificate of liability is provided to Parks & Recreation staff.			
Port-o-John Rental	Event coordinator to contact rental facility. Event coordinator to provide information to Parks & Recreation staff.			

+ **Holidays** are defined as those recognized by the Town of Wendell. No event shall be scheduled during the recognized Town holidays of Thanksgiving and Christmas.

█ Fee schedule is subject to change upon approval by the Wendell Town Board of Commissioners. Actual cost for the use of the entire facility will be based upon the date of the event. If the increased cost is more than the renter is willing to pay, a refund will be made and the reservation cancelled.

Facility Cleaning Rate (Gym and/or Entire Facility)

Number of Participants	Wendell Resident	Visitor
Up to 100 (no alcohol)	\$125	\$125
101 or more persons	\$250	\$250
Event serving alcohol	\$250	\$250

Facility Staffing

Expected Participants	Less than 250	250-500
No Alcohol	1 P&R supervisor	1 police officer & 2 P&R supervisors
~With Alcohol	1 police officer & 1 P&R supervisor	2 police officers & 2 P&R supervisors

~Code of Ordinance Section 14-21; Parks and Recreation Policies and Procedures

Downtown Wendell, Ashley Square, and/or Woman's Club

Space for special event request is reserved upon receipt of non-refundable special event fee. The full balance must be paid and all permits turned in 30 days prior to the event.

Fee Description	Wendell Resident	Visitor
J. Ashley Wall Town Square – Deposit	\$75 and non-refundable	
J. Ashley Wall Town Square – Rental	\$75 (first 4 hours)	
J. Ashley Wall Town Square – After initial four hours	\$25 per hour for each hour after initial four hours	
J. Ashley Wall Town Square - Water Fee	\$20	
J. Ashley Wall Town Square – Electric Fee	\$20	
*Temporary sign permit fees for up to 6 signs	\$10; Issued by Wendell Planning Department	
*Wake County Building Permit	Determined by Wake County Inspections	
*Insurance Fees	Determined by Individual Carrier	
*Port-o-John Rental	Event coordinator to contact rental facility. Event coordinator to provide information to Parks & Recreation staff.	

*Event coordinator will need to contact the Town, County, or business that provides service.

Special Events Staffing

The Town of Wendell will determine the minimum staffing levels for each event.

Staffing Fees	
Parks & Recreation staff	\$35 per hour
Police officer / Security	\$35 per hour
Public Works staff	\$35 per hour



Town of Wendell
Planning / Development Fee Schedule: O-08-2019

Effective July 1, 2019: All fees are to be remitted prior to processing and/or action being taken by the Town on behalf of the applicant. Fee schedule is subject to change upon approval by the Wendell Town Board of Commissioners.

Building Permit and Inspections Fee Schedule is subject to change based on fees established by the Wake County Board of Commissioners.

Development Infrastructure Fee Schedule is subject to change based on fees set by the City of Raleigh and Duke Energy.

Development Infrastructure Submittal Fees

Duke Energy Underground Service Charge

See separate Duke Energy Fee Schedule available in the Wendell Planning Dept.

Wireless Communication Fees

Collocations/Modifications	\$1,000 plus 3 rd party fee
New Structure	\$2,500 plus 3 rd party fee
Project Requiring Special Use (plus 3 rd party fee)	\$2,500 plus 3 rd party fee and Special Use fee

Residential Solid Waste and Recycling

Solid Waste Fees* (Chapter 18, Town Code of Ordinances)	\$22 per month *Shown on Raleigh Utility Bill
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City of Raleigh

Residential: Water, Sewer and Other System Fees

See separate City of Raleigh Fee Schedule available in the Wendell Planning Dept.

Commercial:

See separate City of Raleigh Fee Schedule available in the Wendell Planning Dept.

Development Submittal Fees

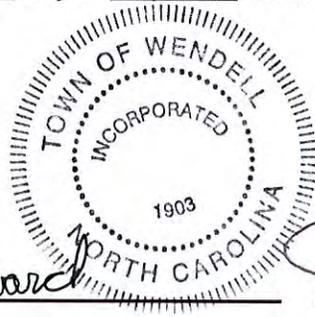
Residential Building Permit Processing	
New Dwelling/Addition/Renovation	\$100
Detached Garage/Secondary Dwelling/Pool	\$100
Unheated Storage Building/Unenclosed Deck/Stairs/Ramp	\$0
Commercial Building Permit Processing:	
New Structure/Addition/Renovation	\$100
Administration - Other	
Demolition Permit Processing Fee	\$25
Trade Permit Processing Fee	\$20
Contractor Change Form Fee	\$60 or up to max of \$180 per occurrence
Zoning Compliance Permits	
Residential Compliance	\$25
Accessory Structure / Deck	\$25
Residential New Structure	\$100
Multi-Family New Structure	\$100
Commercial Zoning Compliance Only	\$50
Commercial Addition or Renovation	\$50
Commercial New Structure	\$250
Signage	
Window / Sign Face Replace	No Charge
Wall Awning Sign	\$ 30
Monument Sign	\$ 50
Two or more of any type	\$ 60
Temporary Signs (for profit only)	\$ 20
Zoning Related Hearing Items	
Annexation	\$350
Zoning Text Amendment	\$550
Special Use Request Application	\$550
Variance Application	\$550
Zoning Map Amendment / Conditional District Request	\$550
Rezoning Application	\$550
Appeal of Zoning Administrator or Board of Adjustment	\$300
Plan Review	
Sketch Plan	\$150
Preliminary Plat – Minor Subdivision / Recombination:	\$150
Preliminary Plat – Major Subdivision / Master Plan	\$400 (plus \$5/lot)
Commercial Site Plan / Preliminary Plat	\$400
Final Plat – Major Subdivision	\$200 (plus \$5/lot)
Re-submittal fees – (beginning with 3 rd submittal)	½ original submittal fee

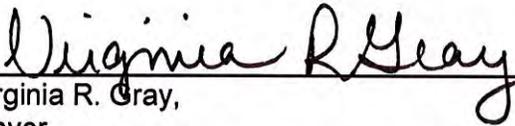
Cemetery	
In-Town Applicant	\$1,200
Out-of-Town Applicant	\$2,400
Monument Deposit*	\$600 *refundable fee
Printed Maps / Document	
Comprehensive Master Plan – 8.5 x 11 size (B & W)	\$20 (bound)
Unified Development Ordinance – 8.5 x 11 size (B & W)	\$60 (bound)
Zoning Map or Future Development Map – 24 x 36 size (color)	\$25
Printed Customized Map – 24 x 36 size	\$25 (+ additional customization administrative fee)
Printed Customized Map/Document – 36 x 48 size or larger	\$30 (+ additional customization administrative fee)
Other Documents and Plans (3-ring)	\$ 40
Printing 8.5 x 11 (B & W)	\$0.20 per page (Min. 3 copies)
Printing 8.5 x 11 (color)	\$0.40 per page (Min. 3 copies)
Printing 11 x 17 (B & W)	\$0.50 per page (Min. 2 copies)
Printing 11 x 17 (color)	\$1 per page (Min. 2 copies)
Miscellaneous Fees	
Zoning Penalty/Working Without A Permit	\$100 per day
Engineering Fees (<i>Prepaid at time of application submittal</i>)	\$1,000
Development Agreement (new or amendment)	\$400
Water/Sewer Capacity Reservation Fee	Paid for when/if vested rights are extended
Solid Waste Fees*	\$22 per month *Shown on Raleigh Utility Bill
Sidewalk and/or Driveway Inspection <i>[A re-inspection fee is charged for each extra trip (beyond 2 total trips for sidewalks and/or Driveways combined) necessary to approve a required inspection. Must be paid prior to scheduling a re-inspection.]</i>	<ul style="list-style-type: none"> • Initial and first re-inspection – \$60 • Second and subsequent re-inspections - \$60 each
Storm Drainage Inspection – If performed by Town Charged to the developer <i>[A re-inspection fee is charged for each extra trip necessary to approve a required inspection. Must be paid prior to scheduling a re-inspection.]</i>	<ul style="list-style-type: none"> • \$1 per linear foot. • Re-inspections shall be charged \$1 per linear foot for the affected area.

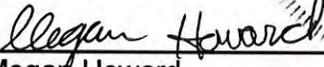
Town of Wendell	
Fee in Lieu of Installation	
Sidewalk Fee in Lieu	\$25 per linear foot
Open Space Fee in Lieu for Multi-family (excluding Townhome)	\$2500 per unit
All other Fee in Lieu requests must submit cost estimates of required improvements for review.	

Duly adopted this 28 day of May 2019, while in regular session.

ATTEST:




Virginia R. Gray,
Mayor


Megan Howard
Town Clerk


James P. Cauley III
Town Attorney

2019 Town of Wendell Strategic Plan

November 25, 2019 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 selection and negotiate agreement to Board. Mural artist contracts to attorney approved 1/13/2020. Last item is finalizing agreement with contractor prior to initiating design and construction phase.	In-Progress	11/20/2019	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 Campen as of 1/20/2020.	In-Progress	1/20/2020	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.	On-Hold	7/1/2019	Planning / Public Works / Mgt.
7. Downtown Streetlight Evaluation and Options	Staff evaluating condition and options for future CIP project.	In-Progress	7/1/2019	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 1/13/2020 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.	In-Progress	1/20/2020	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.	In-Progress	1/20/2020	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	NCDOC 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 Inerstate	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.	In-Progress	1/20/2020	Planning
Goal 2: Public Safety and Neighborhood Improvement				

Initiative	Update	Status	Date	Assigned
Management in Progress				
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
Strategic Initiatives				
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 repooorting 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 2021 with indications it could be advanced to 2020.	On-Hold	7/1/2019	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-Horm 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, TJCOG, 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	EWTV 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.	In-Process	7/22/2019	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

8. Charter and Procedural Review with Commission	Staff is preparing for the review at a work session in the winter.	In-Process	9/9/2019	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

Administration

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
Percentage of agendas/packets distributed Wednesday prior to meeting	100%	100%	92%
Percentage of minutes adopted without correction	100%	100%	100%
Percentage of minutes completed within four days following meeting	100%	50%	91%
Average work hours per set of minutes	3	4	4.1
Percentage of Board documents indexed and distributed within two days following Board	100%	100%	100%
Percentage of nomination lists presented to the Board four weeks prior to expiration term	N/A	N/A	N/A
Continue professional education and development to achieve clerk certification	In Progress	In Progress	In Progress
Develop a communication plan to market Wendell to external interests and increase communication for internal interests	Completed	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%	100%	85%
Provide a weekly correspondence from management to the Commission at least 92% of the	450%	1000%	312%
Maintain a turnover rate of employees leaving the organization under 12%	0%	0%	1%
Review and Update, as appropriate, at least 33% of the Town personnel policies	In Progress	In Progress	In Progress
Complete a compensation and classification study and update all job descriptions	In Progress	In Progress	In Progress
Certificates and courses taken by staff	0	0	7

Work Units	Nov-19	Dec-19	Year-to-Date
Meetings attended	2	1	12
Minutes drafted	1	2	11
Agendas developed	2	1	12
Number of citizen advisory boards	6	6	6
Number of members serving on all citizen advisory boards	35	35	35
Number of members with terms expiring	15	15	15
Number of letters to members with expiring terms	0	0	0
Number of weekly correspondences	18	40	78
Number of social media posts developed and shared	70	68	430
Website numbers	5600	5604	32004
Social media numbers	138	91	796
Total Social Media Posts - Administration	36	20	193
Total Social Media Posts - Finance	2	8	10
Total Social Media Posts - Planning	4	11	35
Total Social Media Posts - Police	9	12	79
Total Social Media Posts - Public Works	7	12	58
Total Social Media Posts - Parks and Recreation	12	5	28
Topic memos and correspondence to the Commission	18	40	94
Speaking engagements and civic organization participation	0	0	6
Number of employees	49	49	49
Leave days taken	67.7	TBD	449

Finance

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
FY 2019 Audit	Submitted	Approved	Approved
FY 2019 Budget Award	Submitted	Submitted	Submitted
FY 2019 CAFR	In Progress	Submitted	Submitted
Accounts Payable accuracy of 90%	99.16%	94.44%	94.06%
Payroll accuracy of 95%	100.00%	100.00%	99.40%
Legal compliance of \$30,000+ acquisitions of 100%	N/A	N/A	100.00%
Certificates and courses taken by staff	0	0	1

Work Units	Nov-19	Dec-19	Year-to-Date
Accounts Payable volume	119	108	690
Payrolls prepared and processed	123	136	838
Number of \$30,000+ acquisitions made	0	0	2

Planning

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
Update Comprehensive Plan - Establish core elements to be included	In Progress	In Progress	In Progress
Update Comprehensive Plan - Identify and select preferred consultant to assist with update	Not Started	Not Started	Not Started
Update Comprehensive Plan - Engage community in series of visioning workshops	Not Started	Not Started	Not Started
Update Comprehensive Plan - Adopt updated plan within 2 years	Not Started	In Progress	In Progress
Adoption of Town-Initiated Text Amendments - Establish annual schedule for Town-initiated text amendments	In Progress	Not Started	Not Started
Adoption of Town-Initiated Text Amendments - Adopt a minimum of 5 identified amendments	1	0	3
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	Not Started
Schedule building plan review and complete zoning review within 7 calendar days of submittal	88%	71%	72%
Residential trade permits ready to issue within 48 hours of submittal	88%	76%	62%
Commercial trade permits ready to issue within 7 calendar days of submittal	100%	0%	56%
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	67%	100%	90%
Have a Planning Department representative present at all Complete Count Committee meetings	N/A	N/A	100%
Provide financial support for marketing efforts for Complete Count Committee	Yes	Yes	Yes
Have a Planning Department representative present at all quarterly update meetings hosted by Newland Communities	N/A	N/A	100%
Establish a downtown vacant property index for inclusion on the Town website by the end of FY 2020 Q1	Not Started	Not Started	Not Started
Adopt an updated economic development strategic plan by the end of FY 2020 Q2	In Progress	In Progress	In Progress
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	Completed
Select a project consultant and complete the design study by the end of FY 2020	Design Study In Progress	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	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	In Progress
Finalize a Wendell Development FAQ document for distribution by the end of FY 2020 Q2	Not Started	Not Started	Not Started
Planning Director to attend the NC APA conference in Wilmington, NC (October 8-11)	Attended	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	Attended
Planner I to complete the 'Zoning Practice' course offered by the UNC School of Government (October 2019)	Attended	Attended	Attended
Attendance by 1 staff member at the 2020 Main Street Conference (March 10-12)	N/A	N/A	N/A
Certificates and courses taken by staff	3	3	10

Work Units	Nov-19	Dec-19	Year-to-Date
New home permits issued	17	34	142
Residential trade permits issued	8	17	71
Commercial trade permits issued	1	2	9

Police

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
Maintain a 90th percentile response time from time dispatched until on scene of 7 minutes	Yes	Yes	83%
Establish a core team tasked to investigate CALEA accreditation	In Progress	In Progress	In Progress
Guide the organization to meet CALEA standards within 3 years of signing CALEA contract	Not Started	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	0.80	1.9
Participate in a minimum of 12 community events per year which are focused on education, understanding, and partnering across the diverse greater Wendell Community	1	0	10
Submit a completed review of the Career Development Program to include any proposed changes for consideration by March 2020	Not Started	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	Not Started
Implement Community Engaged Policing training program by July 2020	Not Started	Not Started	Not Started
Attend a minimum of one criminal justice leadership/supervisory-based training by each manager/supervisor annually	0%	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	In Progress
Assign at least two officers per year to attend formal Crisis Intervention Training	0	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	In Progress
Increase agency-initiated drug investigations by 25%	33%	35%	35%

Work Units	Nov-19	Dec-19	Year-to-Date
Call volume	351	321	2236
90th Percentile Response Time (In Minutes)	6.00	7.00	6.72

Public Works

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
Provided weekly leaf/limb removal	Yes	Yes	100%
Completed leaf/limb route	100%	75%	92%
Provide monthly street clearing for all Town-maintained roads	Yes	Yes	50%
Provide downtown street clearing 2x month	100%	100%	100%
Code Enforcement requests answered within 2 business days	100%	100%	100%
Inspect all Town sidewalks for maintenance needs 2x per year	#1 In Progress	#1 Completed	#1 Completed
Establish a sidewalk maintenance and replacement plan by the end of FY 2020 Q2	In Progress	In Progress	In Progress
Complete a monthly street condition inspection 92% of the time	Yes	Yes	100%
Fill potholes within 1 week 92% of the time	100%	100%	100%
Acquire engineering services to prepare a street resurfacing priority list by the end of FY 2020 Q1	In Progress	In Progress	In Progress
Clean all stormwater catch basins annually 100% of the time	In Progress	In Progress	In Progress
Complete monthly street light inspections 92% of the time	In Progress	In Progress	33%
Correct normal street light deficiencies within 3 weeks 92% of the time	100%	N/A	100%
Complete monthly needs and safety inspections for all buildings and grounds	Yes	Yes	100%
Complete all Town construction projects on time	100%	100%	100%
Complete all Town construction projects within budget	100%	100%	100%
Conduct mowing, landscaping, and weekly maintenance 85% of the time (In Season)	100%	75%	95%
Conduct maintenance inspection for Town Square and streetscape 2x per year	#1 Completed	#1 Completed	#1 Completed
Make needed Town Square/Streetscape repairs within 30 days 92% of the time	1	1	100%
Complete all vehicle and equipment service inspections weekly 98% of the time	Yes	Yes	100%
Conduct a maintenance inspection within 1 week following use for heavy equipment 100% of the time	Yes	Yes	100%
Maintain safety certifications for all employees, as applicable, 100% of the time	Yes	Yes	100%
Provide training opportunities for all employees related to safety, equipment uses, and customer service at least 92% of the time	Yes	Yes	100%
Certificates and courses taken by staff	8	0	25

Work Units	Nov-19	Dec-19	Year-to-Date
Total yards of debris collected from leaf, limb, and street clearing	1850	1425	8045
Number of code violations	28	32	420
Number of inspections for driveways, foundations, and final certificates of occupancy	87	123	752
Total miles of Town sidewalk maintained	30	30	30
Total miles of Town streets maintained	28.38	28.38	28.38
Total linear feet of known stormwater pipes (public and private)			
Total number of public streetlights	863	863	863
Number of facilities maintained	5	5	5
Square feet of facilities maintained	45151	45151	45151
Work hours needed to complete the landscaping route	81	75	240.3333333
Total facility work orders	3	5	30
Total grounds work orders	1	0	9
Number of vehicles and equipment maintained	34	34	34
Total cost of vehicle maintenance	\$ 1,540.96	\$ 492.71	\$ 12,940.44
Total cost of equipment maintenance	\$ 3,733.00	\$ 979.30	\$ 20,407.95
Number of wrecks and incidents	0	0	2

Parks and Recreation

Item 4f

Performance Measures	Nov-19	Dec-19	Year-to-Date
Increase participation by 2%	17%	-1%	9%
Demonstrate that program offerings are inclusive and diverse	4	4	4.33
Complete checklists for facilities and equipment with appropriate actions taken at least 95% of the time	100%	100%	100%
Complete an evaluation of all special events to establish baseline town resource requirements	In Progress	In Progress	In Progress
Increase rough attendance estimates for special events by 3%	-28%	27%	46%
Complete the Comprehensive Parks and Recreation Master Plan	In Progress	In Progress	In Progress
Identify initial implementation steps for inclusion in future budgets	No	No	No
Certificates and courses taken by staff	None	0	0

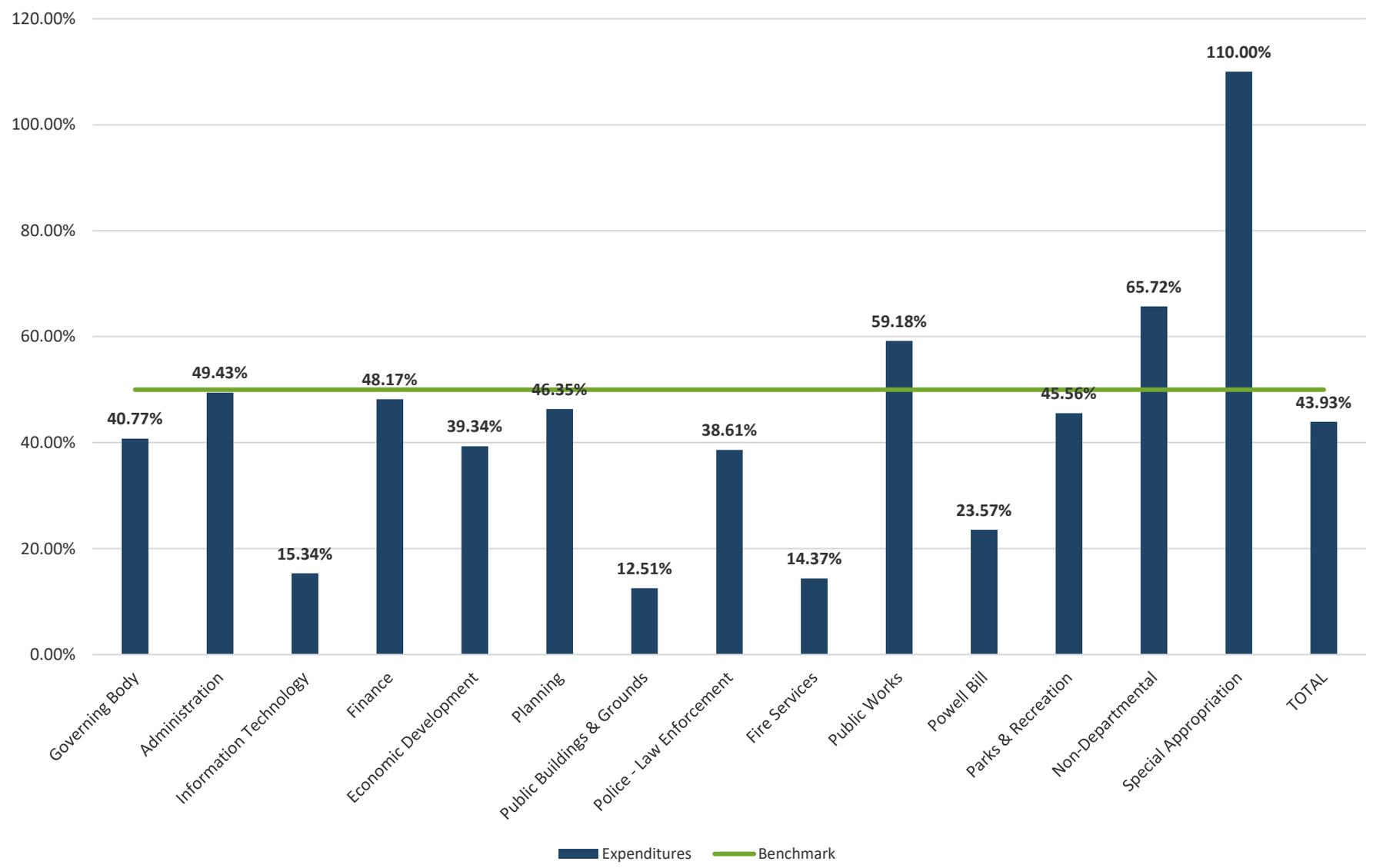
Work Units	Nov-19	Dec-19	Year-to-Date
Total program registrations	761	909	4764
Total number of programs	7	9	69
Total facility and equipment inspections performed	62	62	360
Number of events managed	1	1	5
Attendance estimates for events	65	3800	7065
Number of community/social media posts	15	19	125

Town Of Wendell
Finance Report
Fiscal Year 2019-2020

Item 4f

<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	\$40,852	40.77%
Administration	10-420	\$380,900	\$380,900	\$188,266	49.43%
Information Technology	10-430	\$160,760	\$160,760	\$24,659	15.34%
Finance	10-440	\$333,100	\$333,100	\$160,460	48.17%
Economic Development	10-450	\$48,600	\$48,600	\$19,117	39.34%
Planning	10-490	\$422,200	\$422,200	\$195,682	46.35%
Public Buildings & Grounds	10-500	\$350,840	\$1,150,840	\$143,916	12.51%
Police - Law Enforcement	10-510	\$1,923,014	\$1,923,014	\$742,511	38.61%
Fire Services	10-530	\$4,900	\$4,900	\$704	14.37%
Public Works	10-560	\$1,906,710	\$1,906,710	\$1,128,483	59.18%
Powell Bill	10-570	\$175,000	\$175,000	\$41,241	23.57%
Parks & Recreation	10-620	\$795,377	\$795,377	\$362,391	45.56%
Non-Departmental	10-660	\$923,665	\$923,665	\$607,049	65.72%
Special Appropriation	10-690	\$2,500	\$2,500	\$2,750	110.00%
TOTAL		\$7,527,766	\$8,327,766	\$3,658,081	43.93%

Year-to-Date Expenditures By Monthly Benchmark December 2019

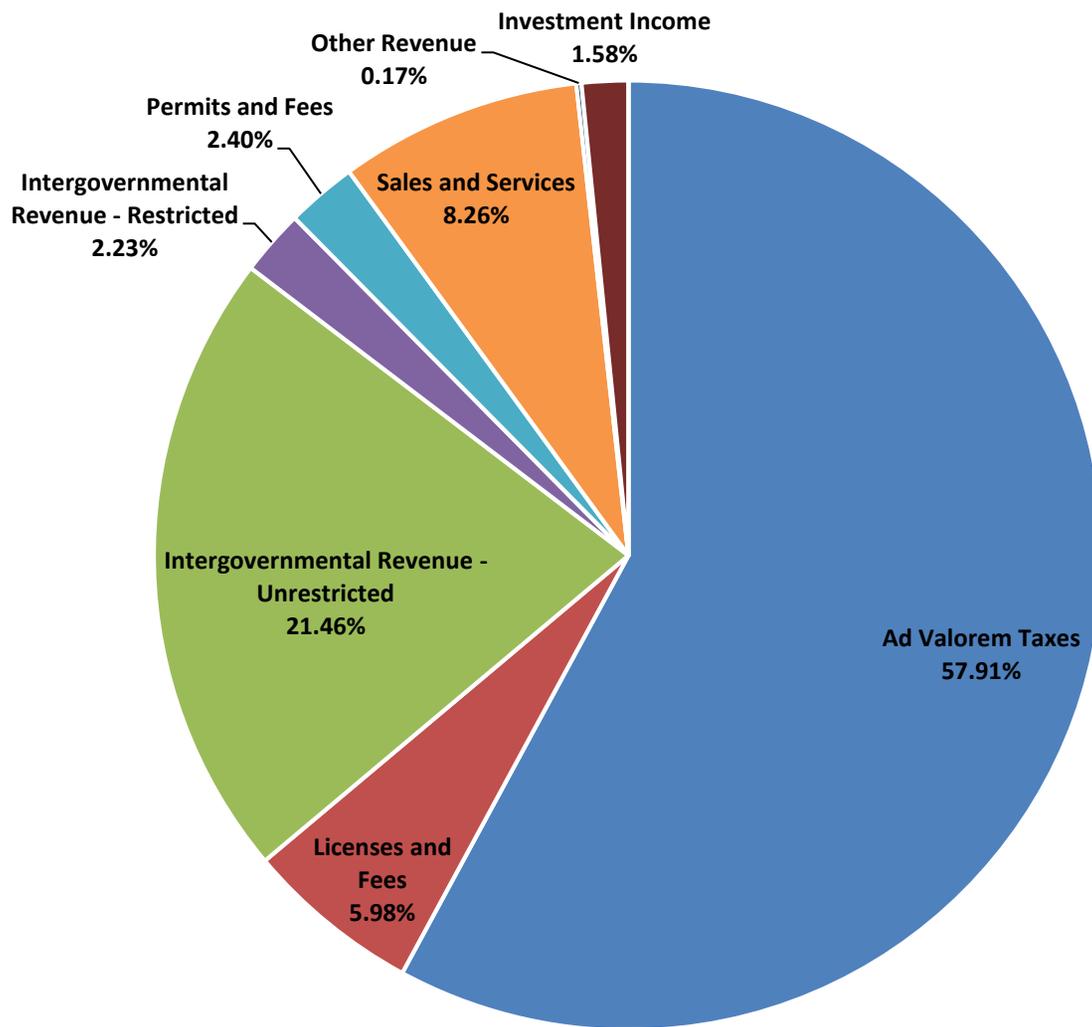


Town Of Wendell
Finance Report
Fiscal Year 2019-2020

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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	\$2,467,478	75.87%
Licenses and Fees	\$426,200	\$426,200	\$254,824	59.79%
Intergovernmental Revenue - Unrestricted	\$1,840,570	\$1,840,570	\$914,419	49.68%
Intergovernmental Revenue - Restricted	\$184,611	\$184,611	\$95,069	51.50%
Permits and Fees	\$164,950	\$164,950	\$102,188	61.95%
Sales and Services	\$864,015	\$864,015	\$352,161	40.76%
Other Revenue	\$3,000	\$3,000	\$7,425	247.50%
Investment Income	\$95,620	\$95,620	\$67,396	70.48%
Transfers - Fund Balance - Loan Proceeds	\$696,500	\$1,496,500	\$0	0.00%
TOTAL	\$7,527,766	\$8,327,766	\$4,260,960	56.60%

Year-to-Date Revenues
By Revenue Type
December 2019

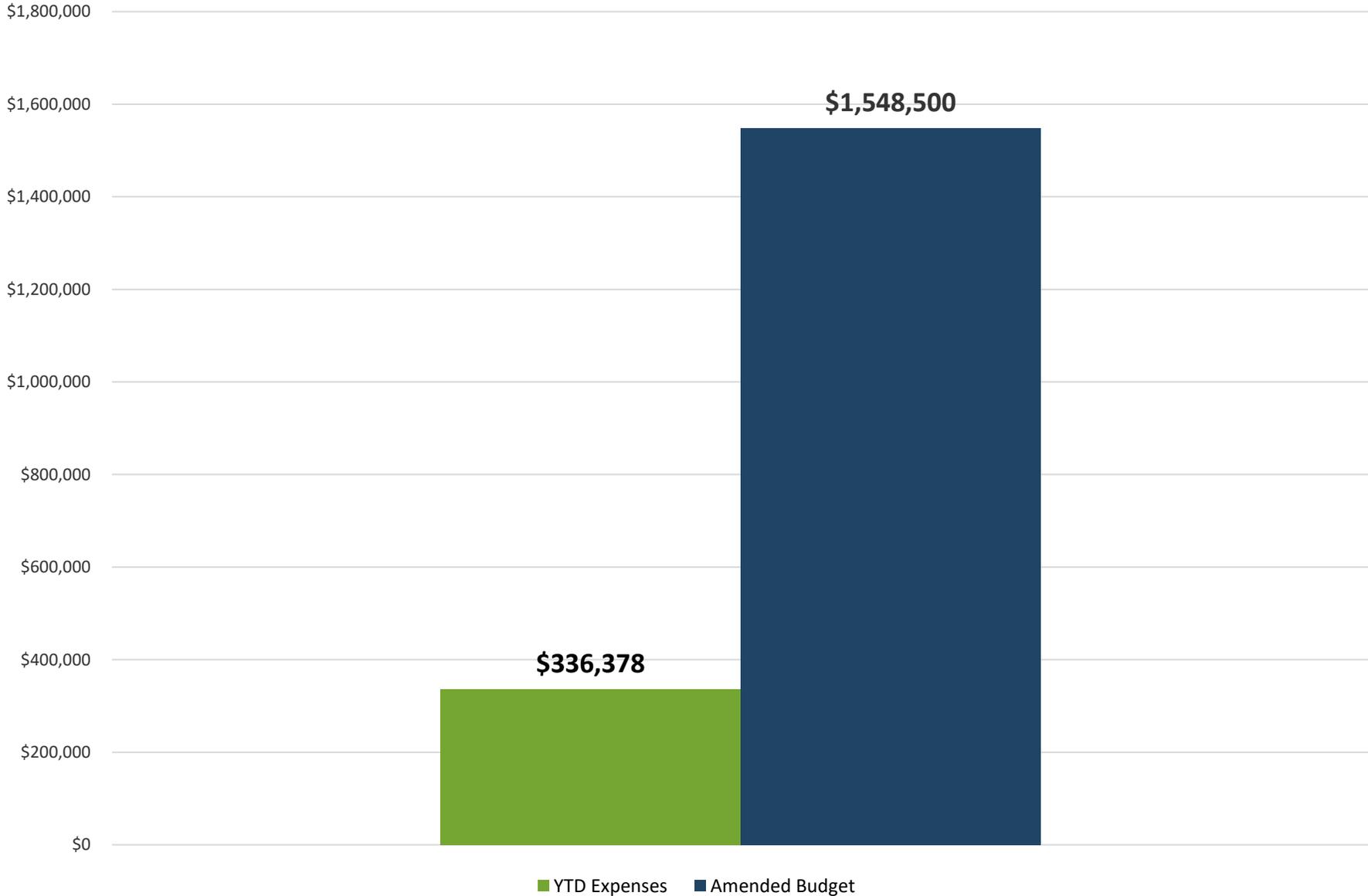


Town Of Wendell
Finance Report
Fiscal Year 2019-2020

Item 4f

<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	\$67,465	36.47%
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	\$336,378	21.72%

Year-to-Date Capital Expenditures December 2019



Item Title:

Approval of a resolution authorizing Wake County Housing Authority to finance work on the Crestfield Apartments through the issuance of multifamily housing revenue bonds.

Board of Commissioner Meeting:

Monday, January 27, 2020

Specific Action Requested:

Approval of the attached resolution.

Item Summary:

Crestfield Apartments, located at 701 Marshburn Rd, is a HUD 202 development built in 1985 comprised of 40 units of senior housing. The 40 units are spread over a 5.3 acre site in 10 buildings with a stand-alone office and community room. All the rental units have project-based Section 8 rental assistance, and economic occupancy has been 99+%. The 576 SF units are nearly identical 1-bedroom units.

The property was acquired from the current owner with a bridge loan. National Housing Corporation began managing the property for a hold period of approximately 18 months to allow for an application of tax credit financing and architectural design. The closing on the construction loan and LIHTC equity will be followed by a ten-month, tenant in place rehabilitation of the entire property including new roofs, HVAC, flooring, kitchens and bathrooms. Covered front porches will be added, as well as extensive work to the sidewalks to allow for step-free entry into the units.

In order to permit the financing of these improvements through the use of housing revenue bonds from Wake County, the applicant is seeking the Wendell Board of Commissioners to approve the attached resolution.

These residential units are already subsidized to provide affordable housing. The proposed housing revenue bonds would simply maintain this status while allowing for physical improvements to the buildings and grounds.

Attachments:

- A. Resolution for adoption – authorizing financing



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION AUTHORIZING THE FINANCING BY THE
HOUSING AUTHORITY OF THE COUNTY OF WAKE OF AN
AFFORDABLE MULTIFAMILY HOUSING DEVELOPMENT
WITHIN THE BOUNDARIES OF THE TOWN OF WENDELL**

R-08-2020

WHEREAS, the Board of Commissioners (the “Board of Commissioners”) of the Town of Wendell, North Carolina (the “Town”) met in Wendell, North Carolina at 7:00 p.m. on the 27th day of January, 2020; and

WHEREAS, the Housing Authority of the County of Wake (the “Wake Housing Authority”), a public body and body corporate and politic organized and operating pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”), has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$4,850,000 (the “Bonds”), for the purpose of financing the acquisition, rehabilitation and equipping by Crestfield VOA Affordable Housing, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), of a low income multifamily residential rental facility for seniors known as Crestfield Apartments (the “Development”); and

WHEREAS, the Development consists of approximately 40 units, located on an approximately 5.38 acre site at 719 Marshburn Road in the Town of Wendell, Wake County, North Carolina; and

WHEREAS, in accordance with Section 157-39.1 of the Act, the Wake Housing Authority is authorized to finance affordable housing within the boundaries of the Town by issuing its bonds or notes to finance the same, but only if the Board of Commissioners has adopted a resolution authorizing the Wake Housing Authority to do so; and

WHEREAS, the Town acknowledges that the acquisition, rehabilitation and equipping of the Development will satisfy a need for affordable housing within the Town, and further the Town desires to consent to the issuance by the Wake Housing Authority of the Bonds to finance the Development within the borders of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WENDELL, NORTH CAROLINA:

1. The Board of Commissioners hereby consents to and approves the issuance by the Wake Housing Authority of its multifamily housing revenue bonds to provide financing for the acquisition, rehabilitation and equipping of the Development within the jurisdiction of the Town.



TOWN OF WENDELL

NORTH CAROLINA

2. The Board of Commissioners' approval is solely to satisfy the requirements of the Act, and shall in no event constitute an endorsement of the Bonds or the Development. This approval shall not be construed as approval of the Development for any other purpose, including, but not limited to, zoning, land use, financial assistance, or any other aspect of the Development that may require consent from or approval by the Town.

3. This resolution shall take effect immediately.

Duly adopted the 27th day of January, 2020.

(Town Seal)

Virginia R. Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, Town Clerk

James P. Cauley III, Town Attorney

Date: January 27, 2020

Item # 7a

Item Title:

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

Specific Action Requested:

None

Attachments:

None

Date: January 27, 2020

Item # 8

Item Title:

Commissioners' Reports.

Specific Action Requested:

None

Attachments:

None

Date: January 27, 2020

Item # 9

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