



Wendell Town Board of Commissioners

Board Room

15 E. Fourth Street, Wendell, NC 27591

Town Board Meeting Agenda

Monday, January 13, 2020 @ 7:00 PM

CALL TO ORDER

- Welcome by Mayor Virginia R. Gray
- Pledge of Allegiance by Police Chief Bill Carter
- Invocation by Wendell Council of Churches: Errol Briggerman Wendell Baptist Church

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. Certification of Sufficiency and setting public hearing date for non-contiguous annexation petition A-19-04 for 151.81 acres of property located at:
4501 Rolesville Road (12.28 acres) and identified by PIN Number 1765-85-2501; 0 Davistown Road (50.16 acres) and identified by PIN Number 1765-96-2276; 1401 Davistown Road (57.16 acres) and identified by PIN Number 1765-85-6251; and 6021 Yancey Drive (32.21 acres) and identified by PIN Number 1775-04-2139.
- 3b. Certification of Sufficiency and setting Public Hearing Date for non-contiguous annexation petition A-19-06 for 20.03 acres of property located at 1500 Wendell Boulevard and identified by PIN Number 1774-66-5953.
- 3c. Certification of Sufficiency and setting Public Hearing Date for non-contiguous annexation petition A-19-07 for 32.31 acres of property located at:
0 Marshburn Road addressed as 0 Marshburn Road (23 acres) and identified by PIN Number 1784-69-5299; 1408 Marshburn Road (9.31 acres) and identified by PIN Number 1784-68-2669.
- 3d. Adoption of the Minutes from the November 25, 2019 Town Board Meeting.
- 3e. Adoption of the Minutes from the December 9, 2019 Town Board Meeting.
- 3f. Wake County Tax Report: December 2, 2019.
- 3g. Amendment to the Board of Commissioners Meeting Schedule to add Organizational and Budget Retreat (R-04-2020)
- 3h. Approval of Resolution directing the clerk to investigate a contiguous annexation for 7.45 acres located within the parcel addressed as 1425 S. Hollybrook Rd and identified by PIN Number 1793-03-4587.

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Wendell Neighborhood Improvement Program Application to Wake County for CBDG Funding
Speaker: Assistant to the Manager Stephanie Smith
- 4b. Town of Wendell Economic Development Strategic Plan 2025
Speaker: Assistant Planning Director Bryan Coates
- 4c. Triangle J Council of Government (TJCOG) FY20 Brownfields Assessment Coalition Grant
Speaker: TJCOG Engagement Specialist Alana Keegan

5. PUBLIC HEARINGS

Public Hearing Guidelines:

- *Case is announced*
- *Staff presentation*
- *Public hearing is opened*

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

There are no Public Hearings scheduled for this meeting.

6. ADMINISTRATIVE ITEMS

- 6a. Request to Establish a Deadline for the Receipt of Citizen Advisory Board Applications and Appointment of EDC non-officio member Peedie Edwards.
Speaker: Town Clerk Megan Howard
- 6b. Town of Wendell Logo Licensing Agreement
Speaker: Assistant to the Manager Stephanie Smith
- 6c. Town of Wendell Downtown Mural Agreement
Speaker: Assistant to the Manager Stephanie Smith
- 6d. Fee in Lieu Request for 103 feet of Roadway Improvements on Wendell Boulevard (Charthouse Self-Storage Lot).
Speaker: Planning Director David Bergmark
- 6e. Adoption of the Wake County Multi-Jurisdictional Hazard Mitigation Plan
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)

- 7a. Update on board committee(s) by Town board members:
No committee meetings were held.

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

Item Title:

Receive the Clerk's certificate of sufficiency of a non-contiguous annexation for 4 parcels totaling 151.81 acres [12.28 for PIN #1765-85-2501, 50.16 for PIN #1765-96-2276, 57.16 for PIN #1765-85-6251 and 32.21 for PIN #1775-04-2139] located at 4501 Rolesville Road, 0 Davistown Road, 1401 Davistown Road and 6021 Yancey Drive, and schedule the Public Hearing.

Report to the Board of Commissioners:

January 13, 2020 - Receive Certificate of Sufficiency and set Public Hearing
November 12, 2019 - Direct Clerk to Certify Annexation Request

Specific Action Requested:

That the Board of Commissioners receives the Clerk's certificate of sufficiency and schedule the public hearing for this petition for Monday, February 10, 2020 by adopting the attached resolution.

Item Summary:

Chris Rurkowski had originally submitted an annexation request for 3 non-contiguous parcels totaling 119.6 acres [12.28- PIN #1765-85-2510, 50.16- PIN #1765-96-2276 and 57.16- PIN #1765-85-6251] located at 4501 Rolesville Rd, 0 Davistown Road and 1401 Davistown Road, respectively. In order to satisfy the 3-mile requirement for satellite annexation, another parcel totaling 32.21 acres [PIN #1775-04-2139] located at 6021 Yancey Drive has been added to the annexation request. All these parcels are located in Wake County and are currently in the Residential-40 (R-40) Zoning District.

The Town Clerk has certified the petition's sufficiency. A resolution setting the date of the public hearing for February 10, 2020 is attached for approval.

Zoning District:

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



TOWN OF WENDELL

NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Wendell, this 13 day of January 2020.

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-04:

Tract 1: 4501 Rolesville Road Non-Contiguous; 12.28 acres; PIN #:1765852501

Tract 2: 0 Davistown Road; Non-Contiguous; 50.16 acres; PIN#: 1765962276

Tract 3: 1401 Davistown Road; Non-Contiguous; 57.16 acres; PIN #: 1765856251

Tract 4: 6021 Yancey Drive; Non-Contiguous; 32.21 acres; PIN #: 1775042139



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO NC GS 160A-58.2
RESOLUTION NO.: R-01-2020**

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

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

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

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

SECTION 1. A public hearing on the question of annexation of the area described
herein will be held at the Wendell Town Hall, Board Room, at 7:00 p.m. on Monday, February
10, 2020.

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

A 12.28-acre tract located off Rolesville Road addressed as 4501 Rolesville Road, PIN # 1765-
85-2501 and is available in Deed Book 09086, Pages 2064-2066, Wake County Registry;

A 50.16-acre tract located off Davistown Road addressed as 0 Davistown Road, PIN # 1765-96-
2276 and is available in Deed Book 16037, Pages 1579-1582, Wake County Registry;

A 57.76-acre tract located on Davistown Road addressed as 1401 Davistown Road, PIN # 1765-
85-6251 and is available in Deed Book 16037, Pages 1587-1590, Wake County Registry;

A 32.21-acre tract located on Yancey Drive addressed as 6021 Yancey Drive, PIN # 1775-04-
2139 and is available in Deed Book 11017, Pages 981-985, Wake County Registry;

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

Duly adopted this 13 day of January 2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-04:

Tract 1: 4501 Rolesville Road Non-Contiguous; 12.28 acres; PIN #:1765852501

Tract 2: 0 Davistown Road; Non-Contiguous; 50.16 acres; PIN#: 1765962276

Tract 3: 1401 Davistown Road; Non-Contiguous; 57.16 acres; PIN #: 1765856251

Tract 4: 6021 Yancey Drive; Non-Contiguous; 32.21 acres; PIN #: 1775042139

Item Title:

Receive the Clerk's certificate of sufficiency of a non-contiguous annexation for 20.03 acres located at 1500 Wendell Boulevard (PIN #1774-66-5953) and schedule the Public Hearing.

Report to the Board of Commissioners:

January 13, 2020 – Receive Certificate of Sufficiency and set Public Hearing
December 9, 2019 – Direct Clerk to Certify Annexation Request

Specific Action Requested:

That the Board of Commissioners receives the Clerk's certificate of sufficiency and schedule the public hearing for this petition for Monday, February 10, 2020 by adopting the attached resolution.

Item Summary:

SPC Mechanical Headquarters has submitted an annexation request for a 20.03 acre parcel located at 1500 Wendell Boulevard and identified by PIN Number 1774-66-5953. The owner has submitted plans to build a headquarters and office complex at this location, but in order gain access to needed utilities, annexation is required. This request is for land which is adjacent to existing satellite annexation areas but is still considered non-contiguous.

The Town Clerk has certified the petition's sufficiency. A resolution setting the date of the public hearing (for February 10, 2020) is attached for approval.

Zoning District:

The property is currently located within the Commercial Mixed-Use (CMX) zoning district and the owner is proposing a CMX Conditional District. The proposed use is permitted in the CMX zoning district.

Location Map:



Attachments:

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



TOWN OF WENDELL

NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Wendell, this 13 day of January 2020.

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-06:
1500 Wendell Blvd; Pin #: 1774665953
Non-Contiguous; 20.03 acres



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO NC GS 160A-58.2
RESOLUTION NO.: R-02-2020**

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

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

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

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

SECTION 1. A public hearing on the question of annexation of the area described herein will be held at the Wendell Town Hall, Board Room, at 7:00 p.m. on Monday, February 10, 2020.

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

A 20.03-acre tract located off of Wendell Boulevard addressed as 1500 Wendell Boulevard, PIN # 1774-66-5953 and is available in Deed Book 017647, Pages 1031-1033, Wake County Registry;

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

Duly adopted this 13 day of January 2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-06:
1500 Wendell Boulevard Non-Contiguous; 20.03 acres; PIN #: 1774665953

Item Title:

Receive the Clerk's certificate of sufficiency of a non-contiguous annexation for 2 parcels: 23 acres located at 0 Marshburn Road (PIN #1784695299) and 9.31 acres located at 1408 Marshburn Road (PIN #1784682669).

Report to the Board of Commissioners:

January 13, 2020 – Certification of Sufficiency and Set Public Hearing Date
December 9, 2019 – Direct Clerk to Certify the Annexation Request

Specific Action Requested:

That the Board of Commissioners receives the Clerk's certificate of sufficiency and schedules the public hearing for this petition for Monday, February 10, 2020 by adopting the attached resolution.

Item Summary:

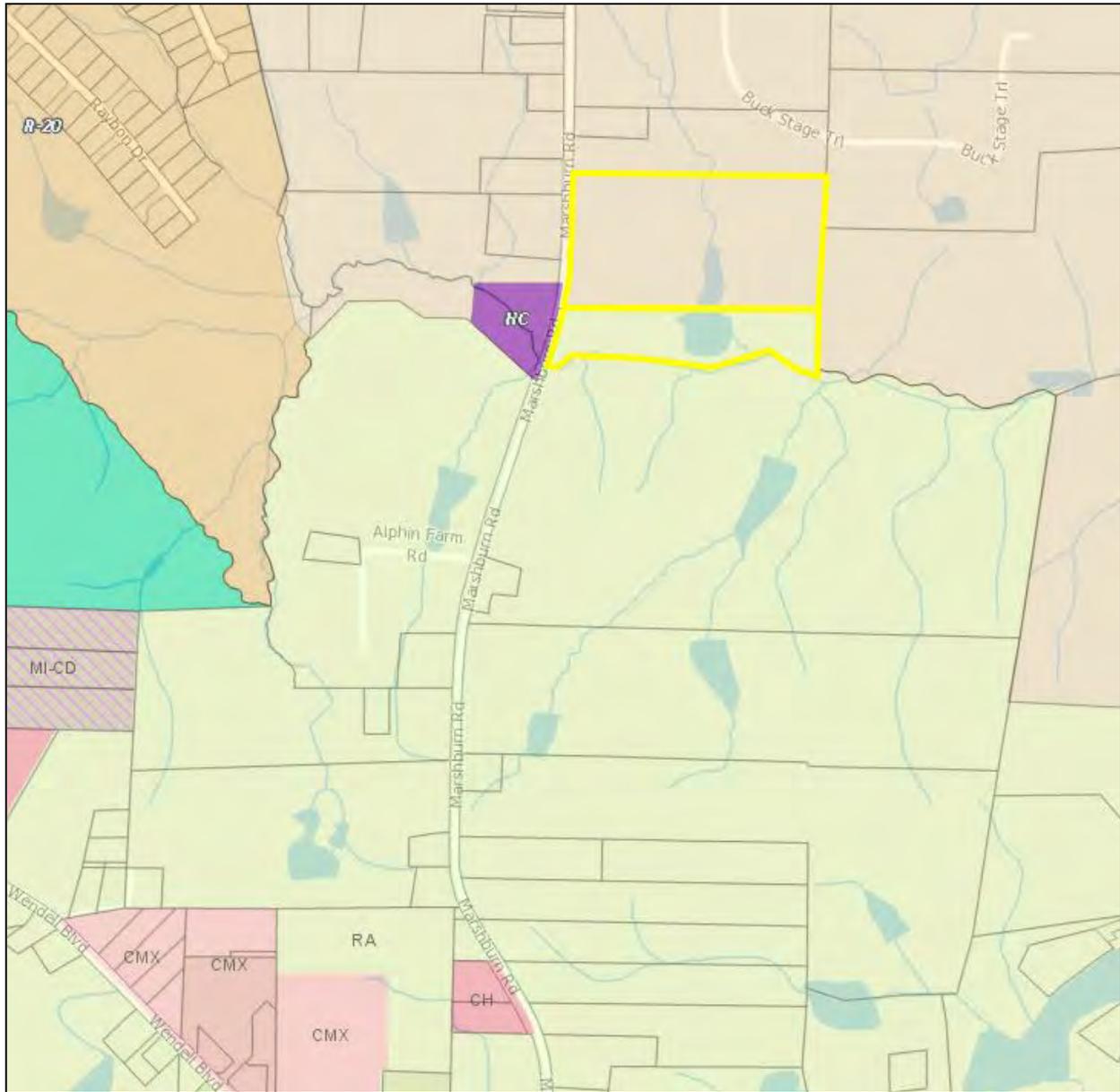
Joshua E. Furr has submitted an annexation request for 2 parcels: 23 acres located at 0 Marshburn Rd and identified by PIN Number 1784-69-5299 and 9.31 acres located at 1408 Marshburn Rd and identified by PIN Number 1784-68-2669.

The Town Clerk has certified the petition's sufficiency. A resolution setting the date of the public hearing (for February 10, 2020) is attached for approval.

Zoning District:

The property located at 0 Marshburn Road and identified by PIN #1784-69-5299 is currently located within the Wake County R-40 zoning district and will need to be rezoned to a Wendell zoning designation. The property located at 1408 Marshburn Road and identified by PIN #1784-68-2669 is currently located in the RA zoning district.

Location Map:



Attachments:

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



TOWN OF WENDELL

NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Wendell, this 13 day of January 2020.

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-07:

Tract 1: 0 Marshburn Road, Non-Contiguous; 23 acres; PIN #:1784695299

Tract 2: 1408 Marshburn Road, Non-Contiguous; 9.31 acres; PIN #: 1784682669



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO NC GS 160A-58.2
RESOLUTION NO.: R-03-2020**

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

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

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

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

SECTION 1. A public hearing on the question of annexation of the area described
herein will be held at the Wendell Town Hall, Board Room, at 7:00 p.m. on Monday, February
10, 2020.

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

A 23-acre tract located off Marshburn Road addressed as 0 Marshburn Road, PIN # 1784-69-
5299 and is available in Deed Book 16794, Pages 2288-2289, Wake County Registry;

A 9.31-acre tract located off Marshburn Road addressed as 1408 Marshburn Road, PIN # 1784-
68-2669 and is available in Deed Book 1679, Pages 314-316, Wake County Registry;

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

Duly adopted this 13 day of January 2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk

DESCRIPTION/ADDRESS A-19-07:

Tract 1: 0 Marshburn Road, Non-Contiguous; 23 acres; PIN #:1784695299
Tract 2: 1408 Marshburn Road, Non-Contiguous; 9.31 acres; PIN #: 1784682669

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

The Wendell Town Board of Commissioners held their regularly scheduled meeting on Monday, November 25, 2019, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

PRESENT: Mayor Virginia Gray; Mayor Pro Tem Jon Lutz; Commissioners: John Boyette, Jason Joyner and Ben Carroll

ABSENT: Commissioner David Myrick

STAFF PRESENT: Town Manager Marc Collins, Deputy Town Clerk Stephanie Smith, Town Attorney Jim Cauley, Finance Director Butch Kay, Planning Director David Bergmark, Public Works Director Brian Bray, Parks and Recreation Director Jeff Polaski, Assistant Planning Director Bryan Coates, and Police Chief Bill Carter.

Mayor Gray called the meeting to order at 7:00 p.m. and welcomed attendees.

Lake Myra Elementary Student Emma Hernandez led the Pledge of Allegiance.

Bruce Tarnaski of the Wendell Council of Churches provided the invocation.

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION

Mover: Mayor Pro Tem Jon Lutz moved to approve the agenda.

Vote: 4-0

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

There were no public comments at this meeting.

3. CONSENT AGENDA

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

ACTION

Mover: Mayor Pro Tem Jon Lutz moved to approve the Consent Agenda as presented.

Vote: 4-0

3a. Wake County Tax Report

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Recognition of Lake Myra Elementary School Teacher, Erica Drapeau
Speaker: Mayor Virginia Gray

Mayor Gray presented the following teacher recognition, below in italics:

Erica Drapeau has been teaching young people for the last 20 years. Her first several years of teaching were in Title One preschool. While teaching Pre-K in Wake county, she took every opportunity to soak up knowledge and experiences about building healthy family-school partnerships, fostering social-emotional learning, nurturing foundational skills in literacy and math, and becoming an advocate for purposeful play. After teaching several years in pre-k, she made the exciting move to Kindergarten, which is where she has been teaching and learning for the last 10 years.

Her goal is to provide an experience where students feel safe, loved and respected. She truly loves guiding students in collecting new experiences in academic learning, building friendships, and developing a healthy sense of self. She has dedicated her adult life to two major things...to take care of her school family and her home family with all her heart. She continues to use a reflective eye in always remembering to learn and grow and be better day after day. She is Lake Myra's Teacher of the Year and models high expectations daily. She is truly among the top teachers Lake Myra has ever had the privilege to employ. The Lake Myra family is so grateful for her and everything she brings to the Lake.

Erica Drapeau thanked the community for the recognition and asked people to volunteer to help Lake Myra Elementary School.

- 4b. Presentation of the Town of Wendell Communications Plan
Speaker: Assistant to the Manager Stephanie Smith

Assistant to the Manager Stephanie Smith presented the following staff report, below in italics:

Item Summary:

Staff has completed the Town of Wendell Communications Plan to be shared with the Board of Commissioners. The purpose of the Communications Plan is to provide guidelines and expectations for the Town of Wendell employees and their work on behalf of the organization. The plan addresses how to handle day-to-day communications as well as guidance on how crisis communications are handled on a staff level.

The Plan includes current and proposed strategies and actions as well as communications tools. Crisis communications are addressed, as well as a public information and media relations policy. As part of this plan, a social media policy is

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

included as an appendix, which addresses the handling of current and future Town social media accounts. A news release template is incorporated, and the statutes speaking to North Carolina Public Records Law are included.

The implementation of the plan addresses one of the Initiatives of Goal 5 of the Town of Wendell Strategic Plan. Goal 5: Organization Culture and Communication includes a Strategic Initiative, “develop a communication plan to market Wendell to external interests and increase communication for internal interests.”

Staff is working on updating the Personnel Policy to incorporate language used in the Communications Plan so that there is consistency across all organization policies and plans. A Personnel Policy update will be brought to the Board for approval at a future meeting.

The next step of the Communications Plan will be implementation, where all departments and staff will be trained to follow the procedures and expectations outlined in the plan. Implementation will kick off in January.

Special thanks to Amber Langston with EWTN for kicking off this process. Part of the implementation of the Communications Plan will be utilizing the communications staff hours we have as part of our agreement with EWTN for video development.

Stephanie Smith offered to answer any questions the Board might have. No questions or comments were made.

4c. Snap Shot

Item Summary:

Monthly reports are attached for review for October 2019 to update strategic initiatives, financial activity, and operating measures. No presentation will be provided.

5. PUBLIC HEARINGS

Public Hearing Guidelines:

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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

- 5a. **PUBLIC HEARING:** Consider the permanent closure of public right-of-way known as the alley located between East Campen Street and Third Street.
Speaker: Assistant Planning Director Bryan Coates

Assistant Planning Director Bryan Coates presented the following staff report, below in italics:

Item Summary:

The Town of Wendell is requesting to formally close the entire (3,000 square feet) alley in downtown Wendell. The alley splits the properties owned by the Perry family and those by Shalimar Holdings, identified by PIN#s 1783-79-0912, 1783-79-0912, 1783-79-0956 and 1783-79-1911. On February 27, 1906, a final plat was recorded (BM1885 PG61) for the creation of downtown Wendell south of rail tracks (see attachments A&B).

The alley requested for closure has not been improved, or accepted for maintenance by NCDOT; however, it is still shown as right-of-way on Wake County's GIS records.

According to §160A-299 (Attachment C), for a road or alley to be formally closed, the municipality's Town Board must first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question (Attachment D). This resolution must be published in the paper for four successive weeks, and notices must be mailed to adjoining property owners and posted on the property.

The requested land would be split between the abutting properties. The northern section would be split between the two Perry properties, the southern section would match what is shown by Wake County GIS records (Attachment E)

Bryan Coates offered to answer any questions that the Board might have.

Shusheel Narla, of 10 N. Main Street, asked about the use of the alleyway and access for Mad Sports business after the project is complete.

Staff responded and confirmed that access would remain.

Attorney Jim Cauley said that he would like to recommend additional, stronger wording on reservation of utility easements. He said that, at the end of the paragraph on the second page of the order that says, "it is further ordered..." and continues on for 6-8 lines, he would recommend adding to the end of that paragraph after 160A 299c. Mr. Cauley said it should say "but expressly subject to the reservation by the Town of Wendell all utility easements therein."

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

Mayor Gray closed the public hearing and asked if there were any questions from the Board.

ACTION

Mover: Mayor Pro Tem Jon Lutz moved to adopt the order for closing the public right-of-way known as the alley located between East Campen Street and Third Street, with the attorney's added language in section c.

Vote: 4-0

6. ADMINISTRATIVE ITEMS

6a. Request for temporary street closure(s) for Wendell Wonderland in Downtown Wendell on Friday, December 6, 2019.

Speaker: Parks and Recreation Director Jeff Polaski

Parks and Recreation Director Jeff Polaski presented the following staff report, below in italics:

Item Summary:

The Town of Wendell will host the 2019 Wendell Wonderland event on Friday, December 6 from 5:00 pm to 9:00 pm. The special event necessitates the closure of First Street at approximately 12:45 pm to start stage and vendor set-up. Cypress and Third Streets may be kept open until approximately 3:00 or 4:00 pm. All streets will be re-opened by 11:00 pm at the latest, though most streets will re-open earlier.

Last year's Wendell Wonderland was very well attended. The evening included performances throughout Downtown, Santa and Mrs. Clause at the Town Square, the Light Show at the Woman's Club Lot, a trolley ride around Downtown, open Downtown businesses, food trucks, Craft Market, a cookie walk and live nativity scene – just to name a few of the many activities available to the public.

The safety of those attending the event necessitates the temporary closing of public streets. Staff evaluated the locations of last year's performances and made revisions to prevent people enjoying the activities from entering open streets with vehicles. To minimize conflicts between vehicles and pedestrians, the event will feature performances at J Ashley Wall Town Square and Main Street, the craft market is moved to Main Street, and the trolley route is adjusted to circle Town Hall.

Staff is requesting the following temporary street closure(s):

- Cypress Street between Third and Second Streets*
- Third Street between Cypress and Pine Streets*
- Main Street between Fourth and Second Streets*

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

Mayor Gray said she was glad that Main Street would be closed for safety, this year.

ACTION

Mover: Mayor Pro Tem Jon Lutz moved to approve the request for temporary street closure(s) for Wendell Wonderland in Downtown on Friday, December 6, 2019.

Vote: 4-0

6b. Request for the Town Board to authorize the Town Manager to enter negotiations with RFQ respondents for design build services related to East Campen Street Parking & Event Space.

Speaker: Assistant Planning Director Bryan Coates

Assistant Planning Director Bryan Coates presented the following staff report, below in italics:

Item Summary:

On October 8, 2019, The Town of Wendell issued a request for qualifications (RFQ) for design build services for the East Campen Street Parking & Events Space project. The goal of the RFQ was to identify firms that could deliver a public parking and event space capital improvement project by May of 2020 within budget. The scope of work for the selected firm could include:

Parking that can accommodate vehicle, golf cart, and bike parking as well as pedestrian connections, food truck pads with electric hookups, lighting, landscaping and be able to address stormwater runoff and function as a community event space as needed.

The RFQ required interested firms to submit their letter of interest and qualifications by November 1, 2019. A total of two vendors submitted proposals by the deadline. Town staff readvertised the RFQ and received no additional submittals.

Copies of the submitted qualifications were distributed to key Wendell staff members for independent review and evaluation utilizing the selection criteria included in the RFQ and necessary to satisfy the goals of the RFQ. Staff reviewing the proposals included Assistant Planning Director Bryan Coates, Assistant to the Town Manager Stephanie Smith, Public Works Director Brian Bray, and Planning Director David Bergmark. Upon completion of the independent review, a meeting was held with the selection team to establish a consensus ranking of the submittals to ultimately recommend the top firm to the Town Manager pursuant to the requirements of the RFQ.

Staff hereby requests the Board to authorize the Town Manager to enter negotiations with RFQ respondents in the following rank order:

- 1) J.M. Thompson (JMT)*
- 2) Muter Construction*

Following successful negotiations with the selected firm, an agreement will be prepared and signed by both parties.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
NOVEMBER 25, 2019**

Assistant Planning Director Bryan Coates offered to answer any questions that the Board might have.

Mayor Pro Tem Jon Lutz asked if there were any differences between proposals that were made.

Mr. Coates said that both companies submitted solid proposals and experience, with the approach being the point of variance. Staff is comfortable with both firms, with JFT ranking a little higher.

ACTION

Mover: Mayor Pro Tem Jon Lutz moved to approve the request for the Town Board to authorize the Town Manager to enter negotiations with RFQ respondents for design build services related to East Campen Street Parking & Event Space.
Vote: 4-0

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

7a. Update on board committee(s) by Town board members:
 CAMPO [Mayor Gray]

Mayor Gray said that CAMPO approved the 2020 Wake Transit Work Plan, held a public hearing and approved the FY 2018-2027 tip amendment #10, heard a report from Triangle J Council of Government on the Triangle Regional Transportation Demand Management Plan, heard the red priority bus lane study update from CAMPO staff, heard a report from the Mobility Coordination Committee, received a report and update from CAMPO staff on the Greater Triangle Commuter Rail Alternatives Analysis, had a Wake Transit Plan update and received a Federal Rescission Update and the FY 2019 Year-End Report and received information on the CAMPO bonus allocation methodology.

 East Wake Senior Center [Commissioner David Myrick]

Commissioner Myrick was not in attendance at this meeting.

7b. Recognition of Outgoing Elected Officials
Speaker: Mayor Virginia Gray

Mayor Gray recognized Commissioner Ben Carroll for his service on the Town Council of Wendell and presented a Proclamation to him in thanks for his public service.

Mayor Gray recognized Commissioner David Myrick for his service on the Town Council of Wendell and read the Proclamation in thanks for his public service. His proclamation

**TOWN OF WENDELL
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was presented to him at a later date, as he was not in attendance at this meeting.

8. COMMISSIONERS' REPORTS / COMMENTS

Commissioner Jason Joyner said that Wendell Wonderland's Cookie Walk will be accepting toys for Eastern Regional Center. Mr. Joyner said the past four years on council has been great and he recognized Ben Carroll for his service on the Board. He thanked him for his service and said he appreciated him and David Myrick's service to the Board.

Commissioner John Boyette thanked Commissioners Ben Carroll and David Myrick for their four years of service to the Town.

Commissioner Jon Lutz said he enjoyed serving with both Commissioners Myrick and Carroll. Mr. Lutz said he's had the pleasure of serving on the Board for six years now and each member of council works very hard. He said that land is a valuable commodity that the Town has and once it is used, it is gone. With this blessing, comes responsibility and Mr. Lutz said that the Town has regarding development. Mr. Lutz said that he attended a Planning Board meeting that was full of concerned citizens regarding a topic of land and a rezoning issue.

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

ACTION:

Mover: Mayor Pro Tem Jon Lutz moved to adjourn at 7:41 p.m.

Vote: 4-0

Duly adopted this 13 day of January, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
DECEMBER 9, 2019**

The Wendell Town Board of Commissioners held their regularly scheduled meeting on Monday, December 9, 2019, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

PRESENT: Mayor Virginia Gray; Mayor Pro Tem John Boyette; Commissioners: Jon Lutz, Jason Joyner, Philip Tarnaski, and Joe DeLoach

ABSENT:

STAFF PRESENT: Town Manager Marc Collins, Assistant to the Manager Stephanie Smith, Town Attorney Jim Cauley, Planning Director David Bergmark, Public Works Director Brian Bray, Parks and Recreation Director Jeff Polaski, Assistant Planning Director Bryan Coates, and Police Chief Bill Carter.

Mayor Gray called the meeting to order at 7:00 p.m. and welcomed attendees.

Wendell Elementary School student Fidel Quirino-Miller led the Pledge of Allegiance.

Pastor Wallace Johnson of the Wendell Council of Churches provided the invocation.

Mayor Gray presented the following teacher recognition, below in italics:

Ms. Ferrell is an amazing teacher! She goes above and beyond with her parent communication and is always working to make sure her lessons are fun and engaging. Serving as our 2nd grade teach chair, Ms. Ferrell demonstrates strong leadership and shares her ideas with others. She is well-respected in our school and the community. Ms. Ferrell's peers selected her as Wendell Elementary's 2019-2020 Teacher of the Year. She will be an excellent representative of WES at the district level!

1. OATHS OF OFFICE

- 1a. Administration of oath of office to Virginia Gray, Mayor, by Judge Phil Berger, Jr.
- 1b. Administration of oath of office to Philip Tarnaski, Commissioner, by Judge Phil Berger, Jr.
- 1c. Administration of oath of office to Joe DeLoach, Commissioner, by Judge Charles M. Vincent.

2. ELECTION OF A MAYOR PRO TEMPORE

- 2a. Mayor Virginia Gray will state the duties of Mayor Pro Tempore and open the floor for nominations.

Mayor Gray read the following duties of Mayor Pro Tempore.

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A Board of Commissioners member who serves as mayor pro tempore shall be entitled to vote on all matters and shall be considered a Board of Commissioners member for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the Board of Commissioners may confer on the mayor pro tempore any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the Board of Commissioners may by unanimous vote declare that the mayor is incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When a mayor declares that he or she is no longer incapacitated, and a majority of the Board of Commissioners concurs, the mayor shall resume the exercise of his or her powers and duties. If both the mayor and the mayor pro tempore are absent from a meeting, the Board of Commissioners may elect from among its members a temporary chairman to preside at the meeting.

Mayor Gray asked for nominations.

Mayor Pro Tem Jon Lutz nominated Commissioner John Boyette as Mayor Pro Tempore

Commissioner Jason Joyner said that he looks forward to seeing what John does as Mayor Pro Tempore.

ACTION

Mover: Commissioner Jon Lutz nominated Commissioner John Boyette as Mayor Pro Tempore.

Vote: 5-0

2b. Administration of oath of office to Mayor Pro Tempore performed by Mayor Virginia Gray.

This concludes the Organizational Meeting. There was a recess with a reception, which the public was invited to attend. The Regular Meeting began at 7:45 pm.



**TOWN OF WENDELL
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3. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION

Mover: Commissioner Lutz moved to approve the agenda with the amendment of removing item 7a and adjusting 5d with the addition of setting the date of the public hearing to be changed to the 1st February Town Board meeting.

Vote: 5-0

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

There were no public comments at this meeting.

5. 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.

ACTION

Mover: Mayor Pro Tem John Boyette moved to approve the Consent Agenda as presented.

Vote: 5-0

- 5a. Minutes from the November 12, 2019 regular Town Board Meeting.
- 5b. Resolution appointing Bryan Coates as a Review Officer for the Town of Wendell.
- 5c. Resolution directing the Town Clerk to investigate a Non-contiguous Annexation for a 20.03 Parcel addressed as 1500 Wendell Boulevard and identified by PIN Number 1774-66-5953.
- 5d. Resolution directing the clerk to investigate a non-contiguous annexation for 23 acres located at 0 Marshburn Rd and identified by PIN Number 1784-69-5299.

6. RECOGNITIONS, REPORTS, AND PRESENTATIONS

None

7. PUBLIC HEARINGS

Public Hearing Guidelines:

- *Case is announced*
- *Staff presentation*
- *Public hearing is opened*

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

- 7a. **PUBLIC HEARING:** ~~Consider the Zoning Map Amendment request (ZM19-05) to rezone 50.63 acres (PIN #1774-72-4863) located at 0 Eagle Rock Road from Rural Residential (RR) to Residential-2 (R2).
Speaker: Planning Director David Bergmark~~
This Public Hearing was removed from the Agenda as the applicant withdrew the request prior to the meeting.
- 7b. **PUBLIC HEARING:** Public Hearing on a CMX Conditional District request for property located at 1500 Wendell Blvd.
Speaker: Planning Director David Bergmark

Planning Director David Bergmark presented the following staff report, below in italics:

Item Summary:

The applicant's proposed conditional district has approximately 10 acres of development with an office complex featuring a 27,000 square foot Office Headquarters, as well as 6 additional buildings totaling 40,000 square feet and 10 acres of protected wetland/open space. This project is located at the southwest corner of the intersection of Old Battle Bridge Road and Wendell Blvd.

The CMX Conditional District is being proposed to initiate the office headquarters building. Additional buildings would be constructed in later phases of the project and would help fund the headquarters project if sold to other users. All uses within this conditional district would be limited to those permitted in the Town's use table for the CMX zoning district. The Overall Site Plan is included as Attachment A (with a link to the full Master Plan for download).

Purpose of a Conditional District:

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

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

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

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

Location and History:

This property is currently located in the extraterritorial jurisdiction and is zoned Corridor Mixed-Use (CMX) and will need to be annexed into the Town of Wendell.

Project Profile:

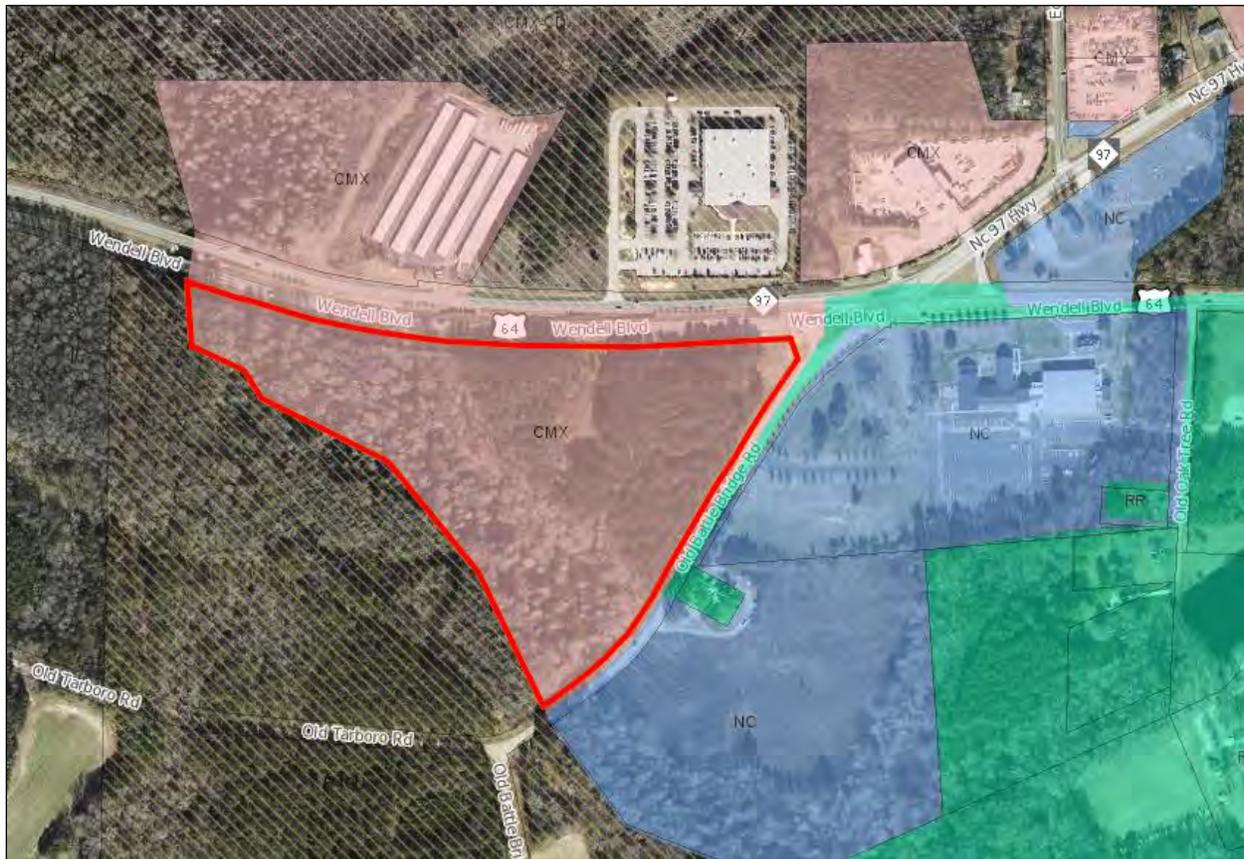
PROPERTY LOCATION:	1500 Wendell Blvd.
WAKE COUNTY PIN:	1774665953
CURRENT ZONING DISTRICT:	CMX
CROSS REFERENCES:	N/A
PROPERTY OWNERS:	F D A EAT LLC 8358-104 Six Forks Rd Raleigh, NC 27615
APPLICANT:	SPC Mechanical Headquarters, LLC PO Box 3006 Wilson, NC 27895
PROPERTY SIZE:	20.03 acres
CURRENT LAND USE:	Vacant
PROPOSED LAND USE:	Office/Service

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Commercial	CMX/CMX-CD
South	Residential/Agricultural	R4-CU
East	Residential/Agricultural/Institutional	RR/NC
West	Residential/Agricultural	R-30

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Current Zoning Map:



Proposed Conditional District Conditions:

The applicant is proposing 2 conditions for the proposed Conditional District.

1. *Parking (modification to UDO Sec. 2.17 and 10.3):*
 - 1.1 *Allow "Campus" Parking Layout (as shown on the Master Plan)*
2. *Impacts within 100-year floodplain (UDO Sec. 8.5):*
 - 1.2 *Permanent stormwater control measure(s) ("SCM") are allowed within the 100-year floodplain in substantial compliance with the SCM boundaries shown on the accompanying Master Plan provided that any fill within the floodplain is compacted and protected from erosion and scour via an approved bank stabilization plan. The SCM is protected from the 100-year flood.*

Originally, the applicant proposed the following additional condition, but due to the recent changes to the parking requirements in the UDO, it became unnecessary for this project.

1. ***Excess parking & required pervious paving:***

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- a. *Per Wendell UDO Section 10.4.K excess parking over 150% of the required minimum requires the use of pervious paving.*

Excess Parking Provided	Required Pervious Paving
>150-200% of minimum required parking	20% of excess spaces up to 200%
>200% of minimum required parking	All spaces in excess of 200% of minimum (in addition to the 20% required above)

- i. *We are requesting that the pervious paving requirement be waived for any excess parking provided above the minimum requirement. We are providing two wet ponds that will be designed to treat all stormwater quantity and quality requirement for both the county and state requirements.*

Applicant's Justification:

The proposed use for the SPC Mechanical Headquarters is office, professional and personal services and financial services. Additional uses would be permitted that fall under the CMX zoning of Table C (Use Matrices) that are either (P) permitted, (PS) permitted subject to Additional Standards in Chapter 3 or (SUP) Special Use Permit Required (See Chapter 3 and Chapter 15).

We do not expect any large impacts to government services. There will be minor impacts to the water and sewer capacity for the City of Raleigh public utilities since office use is not a high demand use for these utilities. There will be a minor impact to police protection services since office use generally does not produce additional crime related problems (the proposed bank will present a greater impact to required police protection services). The project proposes road improvements for both Wendell Boulevard and Old Battle Bridge Road which will improve traffic conditions for those roads. The project will also provide a stable long-term tax revenue for the town.

Public Utilities:

Development of this site will require connection to city water and sewer which will necessitate annexation. An annexation petition has been submitted.

Streets:

The Town's Arterial and Collector Street Plan calls for widening and improvements to Wendell Blvd. (4-lane divided) and Old Battle Bridge Road (3-lane undivided). This would necessitate some widening and improvements along their frontage, as shown on their Master Plan.

A Transportation Impact Assessment report was created and submitted to DOT and the Town of Wendell. The attached Master Plan includes all improvements warranted by the TIA.

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Phasing:

The applicant has identified 4 phases of development.

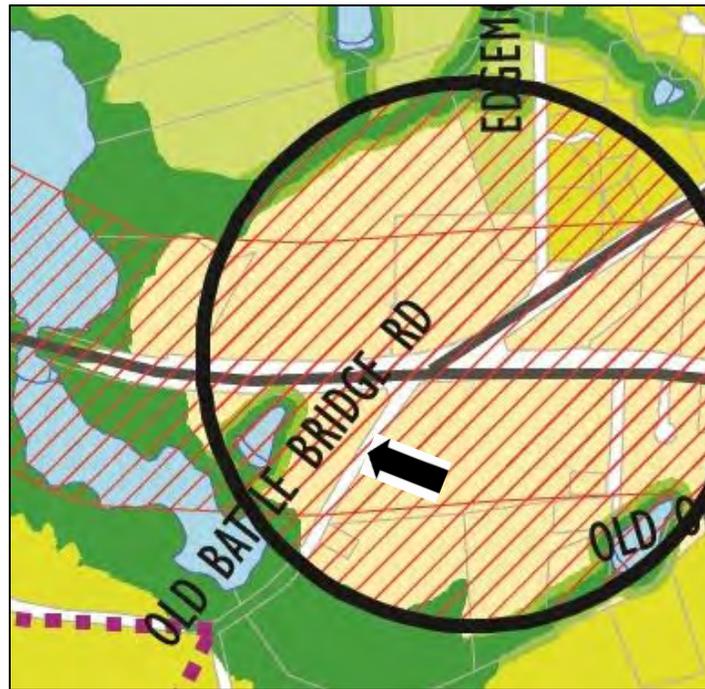
Comprehensive Plan:

The Wendell Comprehensive Plan defines the subject property as being within the S-5 Intended Growth Area, the Wendell Blvd Gateway Corridor and a neighborhood center.

The Comprehensive Plan states that "S-5 lands are typically within 1/2 mile of high-capacity regional thoroughfares, such as Wendell Boulevard and the US 64 Bypass. Appropriate development types are higher density mixed-use centers of employment, commerce, and residential uses. The future Wendell Falls development and the area around the US 64/Wendell Boulevard interchange were classified as S-5 for the purposes of this plan, as well as some areas along Wendell Boulevard.

The Comprehensive Plan lists the following uses as appropriate land uses/development types within this sector: traditional neighborhood developments, neighborhood centers, village/town centers, single-family and multifamily residential, neighborhood-serving commercial uses (retail and office), civic uses and industrial uses.

The proposed uses at the SPC Mechanical Headquarters office complex are office, professional and personal services and financial services which is in accordance with the S-5 Sector of the Comprehensive Plan.



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TRC Review:

The Technical Review Committee has completed their review of the attached Master Plan, which has been modified to address their comments.

Planning Board Recommendation:

At their September 16, 2019 meeting, the Planning Board voted 8-0 in favor of the requested Conditional District with the following change to Condition #2:

- *The applicant's second condition should be modified to exempt them from parking location standards required by the CMX zoning district in Section 10.3 of the UDO as well (rather than just the Gateway Overlay standard).*
- *STAFF NOTE – This change has been incorporated into their condition.*

Voting in Favor: *Victoria Curtis, Joe DeLoach, Jonathan Olson, Michael Firstbrook, Allen Swaim, Brett Hennington, Jimmena Huffman-Hall and Levin Jones*

Voting Against: *None*

Absent: *Ryan Zakany*

Statement of Plan Consistency:

The proposed Conditional District is found to be is consistent with the recommended uses outlined in the Wendell Comprehensive Land Use Plan for the S-5 Sector and is reasonable to allow for an attractive office complex that will increase the tax base and provide jobs for residents. Furthermore, the proposed amendments are found to be consistent with the following principle of the Comprehensive Plan:

- *Principle Number 4: "Diversify and increase the per capita tax base. Provide for a diverse workforce with a broad range of skills, making Wendell a more self-sustaining community."*

Staff Recommendation:

Staff recommends approval of the proposed conditional district subject to TRC technical corrections.

Mr. Bergmark offered to answer any questions that the Board might have.

Attorney Jim Cauley asked for Mr. Bergmark to confirm that this was located in the Town limits, proper, and not in the ETJ.

Mr. Bergmark said that it is currently in the ETJ, but the candidate has submitted a petition for annexation that would have to be enacted upon prior to construction.

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Commissioner Jon Lutz asked if the condition they were requesting (#2) where it was located in relation to the floodplain.

Mr. Bergmark pulled up a PDF map of the floodplain and said that the dotted line on the map represented the floodplains.

Mayor Gray opened the Public Hearing and called upon the applicant to speak.

Patrick Barbeau said that he represents SPC and that SPC will be relocating from Wilson to Wendell. He said that Wendell is a great place for the location for SPC, with access to the Triangle and the company's service area. He said that he would be happy to answer any questions that the Board might have.

No questions were asked and nobody from the public spoke in opposition or in favor.

Mayor Gray closed the Public Hearing.

ACTION

Mover: Mayor Pro Tem John Boyette moved to approve the CMX Conditional District request for property located at 1500 Wendell Blvd.

Vote: 5-0

- 7c. **EVIDENTIARY HEARING:** Special Use Request by Rob & Ginger Lee of Expressions of Worship Dance Studio to permit an Expansion of a Dance Studio operating at 32 N Main Street.
Speaker: Planning Director David Bergmark

Attorney Jim Cauley read the rules of procedure for an Evidentiary Hearing.

Mayor Gray and Joe DeLoach said they had been spoken to about the hearing, but that it was not of a lobbying nature and didn't affect their decision on the matter.

Town Clerk Megan Howard swore in all individuals who wanted to testify.

Planning Director David Bergmark presented the following staff report, below in italics:

Item Summary:

Rob & Ginger Lee of Expressions of Worship Dance Studio have requested a Special Use Permit to expand a dance studio operating at 32 N Main Street (PIN #1784609094).

Per their application, the applicants have been operating as a dance studio at their location in the DMX district for 27 years. In the DMX district, dance studios are required to have a Special Use Permit. Since this use predated the requirement for a Special Use Permit, this is not considered an amendment to any existing SUP. The proposed special use request would allow the applicant to expand their dance studio by adding a second

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floor (2240 sq. ft) for additional studio space, while modifying the ground floor to permit some related retail space. The current hours of operation are Monday – Friday 4:00 pm – 9:00 pm, Saturday 9:00 am – 12:00 pm. In the future they are hoping to expand their Monday – Thursday hours from 12:00 noon – 10:00 pm.

Applicant's Justification:

The business has serviced the community of Wendell for the last 27 years and hope to continue in the future. With growing numbers, the business needs a bigger space, which is why the business would like to add a second floor. This would allow for retail space for apparel on the street front, a dance studio in the back of the lower level and 3 dance studios on the second floor.

Project Profile:

PROPERTY LOCATION:	32 N Main Street
WAKE COUNTY PIN:	1784 60 9094
ZONING DISTRICT:	DMX
CROSS REFERENCES:	N/A
PROPERTY OWNER:	Robert & Ginger Lee PO Box 1734 Wendell, NC 27591-1734
APPLICANT:	Same as Owner
PROPERTY SIZE:	0.05 ac
CURRENT LAND USE:	Commercial
PROPOSED LAND USE:	Commercial

Existing Zoning Map:



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Zoning District:

This site is located in the Downtown Mixed Use (DMX) Zoning District. A dance studio is permitted with a Special Use Permit in the DMX district.

Off Street Parking:

The 2nd floor addition would generate the need for 3 parking spaces. Like most downtown properties in this area, this parcel does not include any off-street parking and would rely on existing on-street parking.

Site Improvements:

The applicant is proposing to add a second floor to the current building which will create enough area for retail space for apparel on the street front, a dance studio in the back of the lower level and 3 dance studios on the second floor.

Staff Comments:

The submitted application has been deemed complete, and staff has not identified any violations of the general requirements needed to approve a special use permit.

Mr. Bergmark offered to answer any questions that the Board might have.

Mayor Gray opened the public hearing and asked to hear from the applicant.

Rob and Ginger Lee of Expressions of Worship Dance Studio said they've been a business for 27 years and purchased the building, now serving 300 families. After renting the community center for space due to growth, Mr. Lee said they had to look outside of the Town for additional class space, but they decided they wanted to stop paying rent and enlarge their space to accommodate their growth. Mr. Lee asked to be granted the SUP request so that they could grow their business. Mrs. Lee said she wanted to stay in Wendell and would like to have all families and classes in one building, which would make it easier for families. Mr. Lee mentioned that Expressions of Worship would like to rent rooms at the Community Center during the construction process, if approved.

Mayor Gray asked if anyone else would like to speak.

Regina Harmon 6616 Tales Branch Road congratulated the Mayor on serving the Town and congratulated Commissioners DeLoach and Tarnaski. She said she looks forward to seeing what they do for the Town. Ms. Harmon said she wanted to ask a few questions. Her business is next door to the applicant, and she said she's seen a lot of growth in Wendell, particularly in retail businesses on Main Street. She said she appreciates Expressions of Worship's students coming into her store and purchasing products. Ms. Harmon said that parking was an issue with parents sitting in parking spaces while they wait for their kids to finish their class. She asked how the downstairs would become a retail space at Expressions of Worship. Ms. Harmon thanked the Board for their time.

The applicant had nothing to add in rebuttal.

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Mr. Bergmark added that the application for the SUP application doesn't address the retail space.

Town Manager Marc Collins said that the retail use is a use by right and doesn't need a Special Use Permit. The question that the Board is considering is the addition of the use that requires a Special Use Permit for the addition of the second floor for dance studio space.

Mayor Gray closed the public hearing.

Commissioner Jon Lutz said that he appreciates everyone staying in the downtown area with their retail businesses.

ACTION

Mover: Mayor Pro Tem John Boyette moved to approve the Special Use Request by Rob & Ginger Lee of Expressions of Worship Dance Studio to permit an Expansion of a Dance Studio operating at 32 N. Main Street.

Vote: 5-0

8. ADMINISTRATIVE ITEMS

- 8a. Fee-in-lieu request of Active Open Space (Beach Volleyball Court) for Groves of Deerfield Phases 3 & 4.
Speaker: Planning Director David Bergmark

Planning Director David Bergmark presented the following staff report, below in italics:

Item Summary:

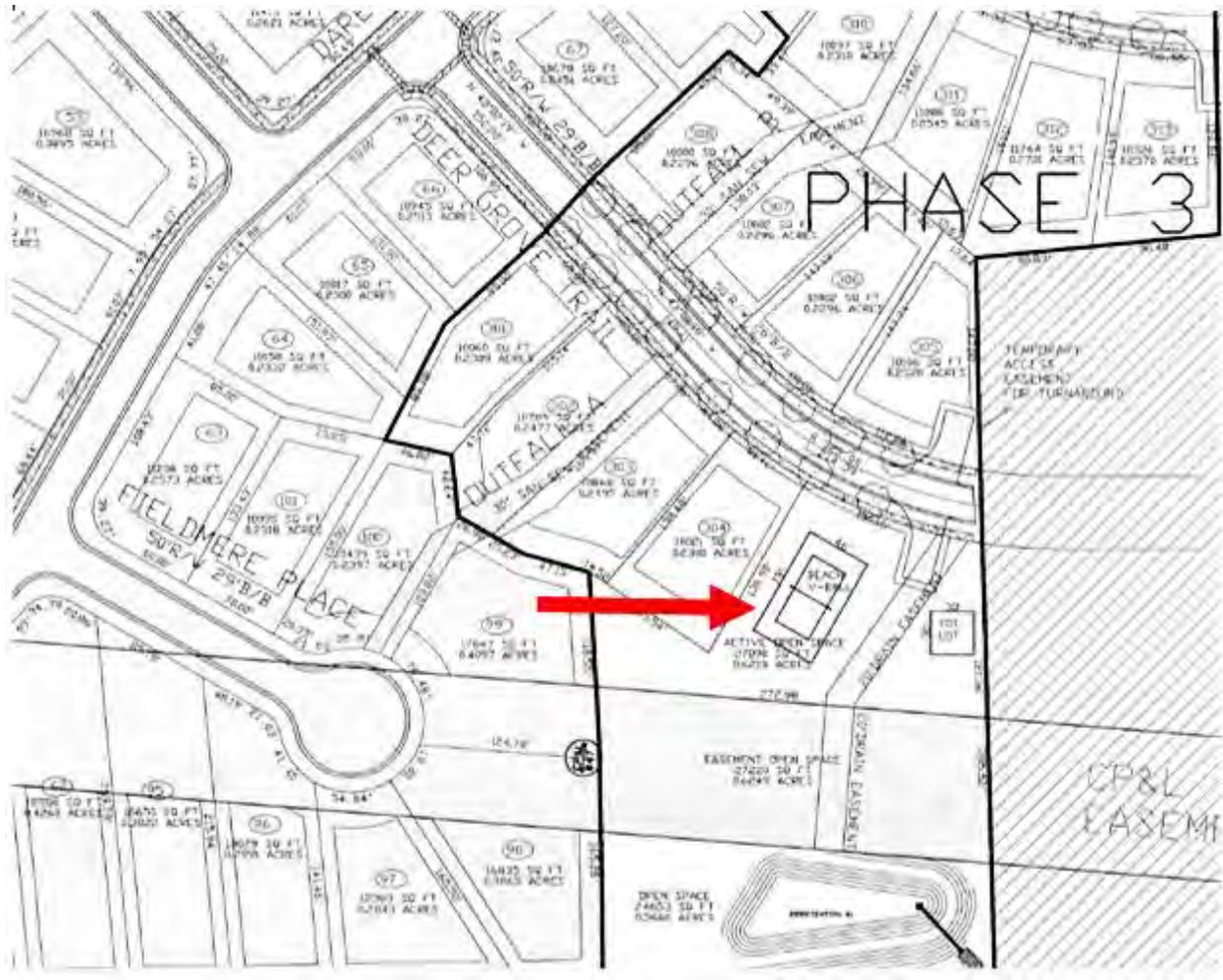
On March 2, 2017, construction drawings were approved for the Groves of Deerfield Phases 3 and 4. To satisfy the Town's open space requirements, a Tot Lot and Beach Volleyball court were shown in the development plan along Deer Grove Trail. The Tot Lot is in the process of being completed, but the developer (Lucius Jones) approached staff to inquire if a fee in lieu payment could be accepted in the place of the beach volleyball court.

Beach Volleyball courts are not costly to install, but the applicant has expressed concerns over the long-term maintenance responsibilities of this type of active open space, given the absence of a Home Owners Association (HOA) for this subdivision. As a result, he is requesting the town to accept a \$5,000 fee in lieu of installing the beach volleyball court, to be used elsewhere by the Town for recreational purposes. All fee in lieu requests must be reviewed and approved by the Town Board. If approved, the area in question would remain open space, but would not be improved with a beach volleyball court.

If approved, the fee in lieu of the volleyball court installation would be due prior to the Town signing the final plat.

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The location and layout of the beach volleyball court is shown on the following page.



Staff Recommendation:

Staff shares the applicant's concern regarding the long-term maintenance of the volleyball court, given the fact that no HOA exists. Staff researched volleyball installation costs and determined the \$5000 cost figure to be reasonable for a simple beach volleyball installation (i.e. flat land with no associated lighting, seating, etc.). Based on these factors, staff recommends approval of a fee-in-lieu request, so that these funds could be used by the Town to enhance recreational opportunities elsewhere in the Town in a more sustainable manner.

Mr. Bergmark offered to answer any questions that the Board might have.

Mayor Pro Tem John Boyette said that he is not a fan of fee in lieu of. He said if the Ordinance says that you should do something, he thinks one should do it. Mr. Boyette said that this is one of those cases where he feels that this is a good use of Fee in Lieu

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of, because without an HOA or an active community group, he's not sure how these sorts of active spaces are going to be maintained. He said as the Town has more and more neighborhoods being platted out, he would like to hear some ideas from staff about how to address this sort of problem in the future. Perhaps something instead of just taking a Fee in Lieu of, if it means changing around some of the metrics for passive open space or active open space. Mr. Boyette asked the Town Manager for a couple of ideas to be presented at the January Organizational Retreat, or if that would be too soon.

Town Manager Marc Collins said that one of the recommendations in the Parks and Recreation Master Plan will be to look for that exact opportunity of reviewing the Town's Fee in Lieu of request as it applies to active and passive open space and to make sure that the end goal is to implement the Board's policy document. Mr. Collins said that making sure that the resources of the community—whether it's what was done in partnership, required by the development community, or through public effort—implements the longer and midterm recreation needs of the community and not just meeting a code requirement that's currently in the code. What is key are the uses and are they located in a way that best benefits the Town's citizenry for parks and open space. Mr. Collins said that review will take place once the Parks and Recreation Master Plan is adopted. If it's not adopted, staff will independently review and will get back to the Board.

Commissioner Jon Lutz asked Mr. Bergmark that, in general, how is open space usually maintained when there isn't an HOA.

In terms of passive space, Mr. Bergmark said that it can be donated to a conservation group. For active, Mr. Bergmark said the developer, an informal group of neighbors, or no one would maintain the space. Maintenance and liability of spaces is challenging for individuals or developers.

Mr. Lutz said that this was a grassy area and the potential for it to become overgrown. He asked it that would fall under the responsibility of the neighbors.

Mr. Bergmark said that the maintenance authority would still rely on the owner of the property.

ACTION

Mover: Mayor Pro Tem John Boyette moved to approve the Fee-in-lieu request of Active Open Space (Beach Volleyball Court) for Groves of Deerfield Phases 3 & 4.

Vote: 5-0

8b. Adoption of the 2019 Town of Wendell Parks & Recreation Master Plan
Speaker: Town Manager Marc Collins

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Town Manager Marc Collins presented the following staff report, below in italics:

Item Summary:

The 2019 Town of Wendell Comprehensive System-wide Parks & Recreation Master Plan (Master Plan) provides the framework for guiding the Board and staff to plan for and implement parks and recreation facilities and services for the next 10-year period. The recommended actions established by the consultant, McGill Associates, were derived from an evaluation of existing programs and facilities, professional standards set by the State and profession, and comparative practices and facilities by other municipalities. In addition to professional analysis, the process relied on significant public input from the community using a survey and visual preference interviews at two special events attended by parks and recreation users. Staff and stakeholder outreach were also used in development of the plan.

The Master Plan provides a guide to implement parks and recreation programs and facilities for the growing community and to meet existing needs such as;

- *Renovating existing facilities currently owned by the Town,*
- *Exploring the possibility of developing new facilities,*
- *Developing facilities and programming for future parks and greenways, and*
- *Updating policy and ordinances to meet community needs.*

The Master Plan provides for the following key recommendations needed to provide recreation services and facilities over the next 10-year period.

- *Accessibility – Facilities should be design and improved to meet the needs of all users and meet current standards of the Americans with Disabilities Act (ADA).*
- *Design and Maintenance – Facilities should be designed to appeal to the public and designed to for sustainable maintenance.*
- *Walkable Communities – Greenways and open space should be provided to encourage walkable communities that are connected to neighborhoods.*
- *Property acquisition – Properties should be identified and pursued to meet Master Plan recommendations for new parks, greenways, and open space preservation.*
- *The Greenway Master Plan should be implemented.*
- *Intergovernmental and partnerships should be maximized.*
- *Updates and improvements should be planned and budgeted for the existing Town Park.*
- *New and existing park facilities should be evaluated for the proper facilities recommended by the plan to meet existing and future use needs.*
- *Begin planning, acquisition, and design for new parks to provide opportunities to access parks in all areas of town to include micro-parks, neighborhood parks, and community parks as recommended by the Master Plan.*

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
DECEMBER 9, 2019**

Funding and implementation of the recommendations will be planned in the Budget process through long-term capital improvement planning and are limited by the resources available to the Town over time.

Mr. Collins offered to answer any questions that the Board might have.

No questions were asked.

ACTION

Mover: Commissioner Jon Lutz moved to adopt the 2019 Town of Wendell Parks & Recreation Master Plan.

Vote: 5-0

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

9a. Update on board committee(s) by Town board members:



Wendell Volunteer Fire Dept., Board of Directors [Commissioner Joyner]

Commissioner Joyner said that the Fire Board met to discuss the potential of the new fire station 3 on Taylor Road to be open around February. The Fire Board also discussed a budget request, as every fire station has a captain, lieutenant firefighter on every station, of which Wendell has only had two. The discussion was to add these positions to Wendell stations.

10. COMMISSIONERS' REPORTS / COMMENTS

Commissioner Jason Joyner said that Wendell Wonderland was an amazing success and he thanked Town staff. He said that the layout was great and it was a great night for all businesses and for Wendell to be highlighted. Mr. Joyner said the Cookie Walk sold a lot of cookies. He said there's 1700 kids from Salvation Army's Angels on a Tree that are still in need of gifts. Mr. Joyner said it's the season to do something for others. He thanked Town staff for working so hard and mentioned that there's a lot of exciting new things coming up pertaining to growth in Wendell.

Mayor Pro Tem John Boyette said that Wendell Wonderland was a great success and he was happy to attend this year. He said the layout was great, but he was disappointed that the news coverage only covered the booth setup and didn't cover later in the evening. He thanked the Board for nominating him as Mayor Pro Tem and thanked them for the past years and welcomed new commissioners.

Commissioner Philip Tarnaski thanked his voters and wished everyone a Merry Christmas.

Commissioner Jon Lutz thanked everyone for their work on Wendell Wonderland. He

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
DECEMBER 9, 2019**

said his family looks forward to it every year. Dr. Lutz welcomed new commissioners and said he looks forward to the coming years.

Commissioner Joe DeLoach thanked Town staff for Wendell Wonderland and said that he is looking forward to working with the Town Board.

11. MAYOR'S REPORTS / COMMENTS

Mayor Virginia Gray welcomed the new commissioners and thanked all Town staff for their hard work on Wendell Wonderland. She reminded everyone that there will not be a second Town Board meeting in December, due to the holiday. The next meeting will be Monday, January 13, 2020. Mayor Gray wished everyone a Merry Christmas and thanked Assistant to the Manager Stephanie Smith for organizing the reception. Mayor Gray thanked her family and those who helped her in her reelection campaign. She said she was humbled by the words of encouragement and participation and support at the polls. Mrs. Gray said she takes her role as Mayor very seriously and she's thankful for being able to serve.

12. CLOSED SESSION

No closed session was called.

13. Adjourn.

ACTION:

Mover: Mayor Pro Tem John Boyette moved to adjourn at 8:39 p.m.

Vote: 5-0

Duly adopted this 13 day of January
2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk



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

TEL 919 856 6160
FAX 919 856 5699

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

December 3, 2019

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 December 2, 2019, approved and accepted the enclosed tax report for the Town of Wendell.

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

Sincerely,

Denise Hogan
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Item 51



Wake County Revenue Department

Rebate Details

10/01/2019 - 10/31/2019

WENDELL

DATE

11/06/2019

TIME

9:47:31 AM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS REAL ESTATE ACCOUNTS											
739943	1,348.14	0.00	0.00	0.00	1,348.14	10/14/2019	0000076452	2019	2019	000000	BRANDED BOOTS INC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS											
	1,348.14	0.00	0.00	0.00	1,348.14		1	Properties Rebated			
TOTAL REBATED FOR WENDELL											
	1,348.14	0.00	0.00	0.00	1,348.14		1	Properties Rebated for City			

Tax Committee Meeting: 11/14/2019

Approved by:

[Handwritten Signature]

Board of Commissioners Meeting: 12/02/2019

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

FOR: Consideration of Requests for Tax Relief Exclusions

Item #	Taxpayer(s)	Description Jurisdiction	Account # / Year For Payment Status	Value Appealed	Appeal/Request Type	Recommendation
16055	DAN RYAN BUILDERS - NORTH CAROLINA, 2099 GAITHER RD STE 600 ROCKVILLE MD 20850-4018	1812 SHADY OAKS DR WENDELL	0000449855 2019 Paid in Full	\$142,670	Exclusion Builder's Inventory 105-277.1D	

Denied. Structures housing more than two residences do not qualify.

This List Requires Board Action

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

MADU

Marcus Kinrade, Tax Administrator



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION – 2020 BOARD OF COMMISSIONERS MEETING SCHEDULE
R-04-2020**

WHEREAS, the Wendell Board of Commissioners meetings are held the second and fourth Monday of the month at 7:00 PM in the Board Room of the Town hall, unless otherwise noted; and

WHEREAS, each meeting of the Wendell Board of Commissioners is open to the public, unless otherwise provided by NC GS 143-318.11; and

WHEREAS, the Wendell Board of Commissioners may amend the yearly meeting schedule in accordance with NC GS 143-318.12; and

WHEREAS, this resolution has been amended to include the Wendell Board of Commissioners Organizational and Budget Retreat dates:

**TOWN OF WENDELL
2020 BOARD OF COMMISSIONERS MEETING CALENDAR**

January 13, 2020 & January 27, 2020
Saturday, January 25, 2020 – Organizational Retreat
February 10, 2020 & February 24, 2020
Saturday, February 29, 2020 – Budget Retreat
March 9, 2020 & March 23, 2020
April 13, 2020 & April 27, 2020
May 11, 2020 & May 26, 2020 (Tuesday)
June 8, 2020 & June 22, 2020
July 13, 2020 & July 27, 2020
August 10, 2020 & August 24, 2020
September 14, 2020 & September 28, 2020
October 12, 2020 & October 26, 2020
November 9, 2020 & November 23, 2020
December 14, 2020 – One meeting in December

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Town of Wendell adopts the 2020 Board of Commissioners meeting calendar as presented.

Duly adopted this 13 day of January, 2020 while in regular session.



TOWN OF WENDELL

NORTH CAROLINA

Virginia R. Gray, Mayor

ATTEST:

Megan Howard; Town Clerk

Item Title:

Approval of resolution directing the clerk to investigate a contiguous annexation for 7.45 acres located at 1425 S. Hollybrook Road and identified by PIN Number 1793-03-4587.

Report to the Board of Commissioners:

January 13, 2020 – Direct Clerk to Certify Annexation Request

Specific Action Requested:

That the Board of Commissioners directs the Town Clerk to certify the sufficiency of annexation petition A-19-08 by approving the attached resolution.

Item Summary:

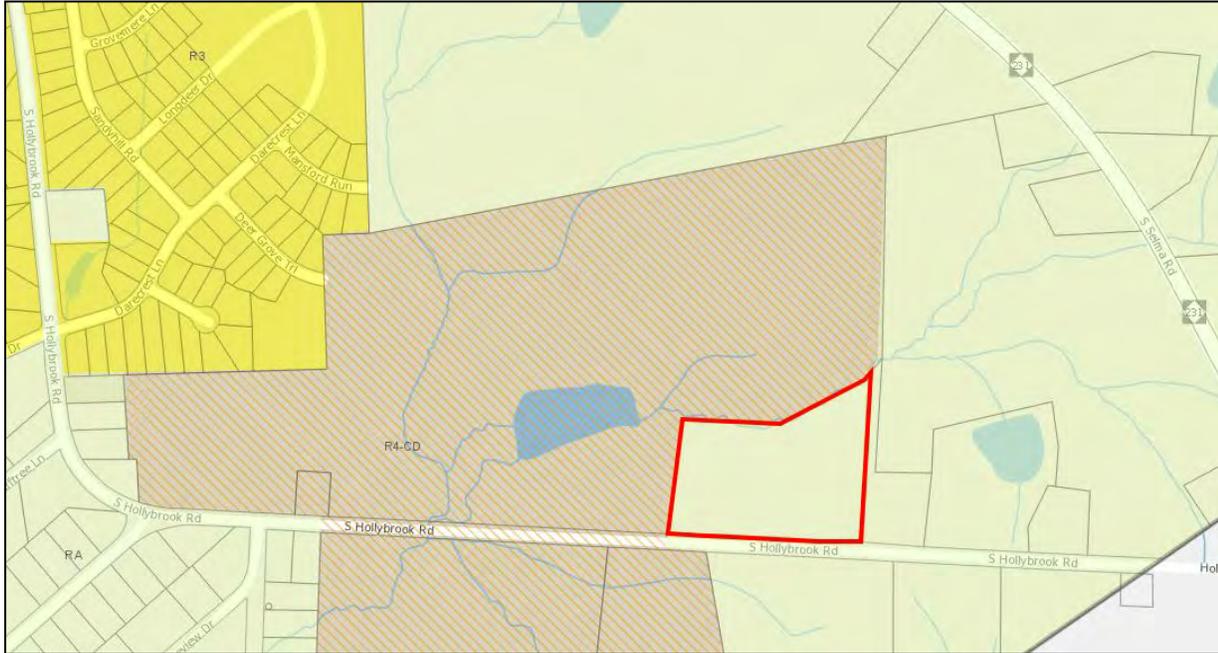
Franceline H Price has submitted an annexation request for 7.45 acres located at 1425 S. Hollybrook Road and identified by PIN Number 1793-03-4587. The purpose of this annexation is to accommodate planned changes to the residential Conditional District previously submitted by Fred Smith on S. Hollybrook Rd, to include this land.

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 RA zoning 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-31**

RESOLUTION NO.: R-05-2020

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

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

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

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

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

Duly resolved this 13th day of January 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk

A-19-08 contiguous parcel totaling 7.45 acres: 1425 S Hollybrook, PIN #1793-03-4587

Item Title:

Wendell Neighborhood Improvement Program Application to Wake County for CBDG Funding

Board of Commissioners Meeting:

Monday, January 13, 2020

Specific Action Requested:

Receive presentation of Neighborhood Improvement Program Application.

Item Summary:

Staff has been working on developing a Neighborhood Improvement Program, which seeks to create healthy, safe, walkable neighborhoods through investments that will enhance infrastructure, preserve affordability, and increase accessibility for all residents. This program implements several Strategic Plan goals, including:

Goal 1 Downtown, Vibrancy, Economic Growth, and Community Character

- Identify opportunities for infill housing and commercial development in Downtown and establish a program to promote the potential development or redevelopment projects. (Top Priority Initiative)

Goal 2 Public Safety and Neighborhood Improvement

- Seek opportunities and programs to improve traffic and pedestrian safety near school sites. (High Priority Initiative)
- Conduct a comparative analysis of community improvement programs to seek a neighborhood driven solution for engagement, housing repair, and aesthetic improvement.
- Develop a pilot project for a “neighborhood clean-up day” to connect citizens in-need to resources for home and yard improvements, encourage voluntary efforts, and improve public spaces for a targeted geographic area.
- Evaluate housing stock and identify opportunities to encourage a diversity of housing types, promote infill development, and provide for connectivity, beautification, and park improvements.

Goal 3 Infrastructure, Transportation, and the Environment

- Establish a sidewalk maintenance program to implement the Pedestrian Plan.
- Identify needed stormwater projects and maintenance of existing infrastructure.

Goal 4 Parks, Recreation, Special Events and Culture

- Implementation of the Parks & Recreation Master Plan.

The Neighborhood Improvement Program divides the community into four quadrants, based on US Census Block Groups, and focuses efforts on one quadrant each fiscal year, based on that area’s greatest needs. The determination of need is mostly data driven, using information such

as citizen surveys, infrastructure analysis, home values and age. For fiscal year 2021, staff is focusing efforts on Zone 1 (see map attached).

The two major priorities of the identified project are housing rehabilitation and infrastructure improvements. The recommended infrastructure projects have been identified by Town staff as having the highest priority in order to complete pedestrian networks, repair failing infrastructure, and protect public safety. As a result, the Town is planning for \$257,000 in the CIP for fiscal year 2021 to address road and sidewalk improvements on Academy, Todd, Cook and Wall Streets, drainage improvements on Short Street and ADA sidewalk improvements at the Wall Street/Todd Street intersection.

To supplement the infrastructure improvements the Town has budgeted, staff has submitted a Letter of Intent to Wake County to receive funding through their redesigned Community Development Block Grant (CDBG) program. To address the infrastructure needs of the target area, the Town of Wendell is requesting Wake County to provide funding assistance in the amount of \$886,040 for needed improvements. This includes road, sidewalk and ADA improvements on Academy, Todd, Cook and Wall Streets.

Upon full project completion, a substantial portion of area residents would be able to safely and conveniently navigate to the Wendell Blvd/Wendell Falls Parkway intersection, for secure crossing at a signalized intersection to the broader Wendell Blvd pedestrian network.

To address the housing rehabilitation needs the Town of Wendell will partner with Wake County Department of Housing Affordability and Community Revitalization, Wendell Council of Churches, and other local and regional non-profits to preserve the aging housing stock and provide cleanup in the area. This will include major home repair, minor home repair, lead hazard reduction and abatement, health and safety repairs, related home repair activities and neighborhood cleanup initiatives. Housing rehabilitation work will only be performed for those that qualify as LMI based on the HUD-CDBG income requirements.

The Town of Wendell has the following goals related to housing rehabilitation within the targeted area;

- ✓ Housing rehabilitation (major, minor and health and safety repairs) of 20 homes
- ✓ Painting and/or power washing of 10 homes
- ✓ Weatherization/Energy Efficiency type improvements of 6 homes
- ✓ Neighborhood cleanup efforts in a substantial area of the targeted zone

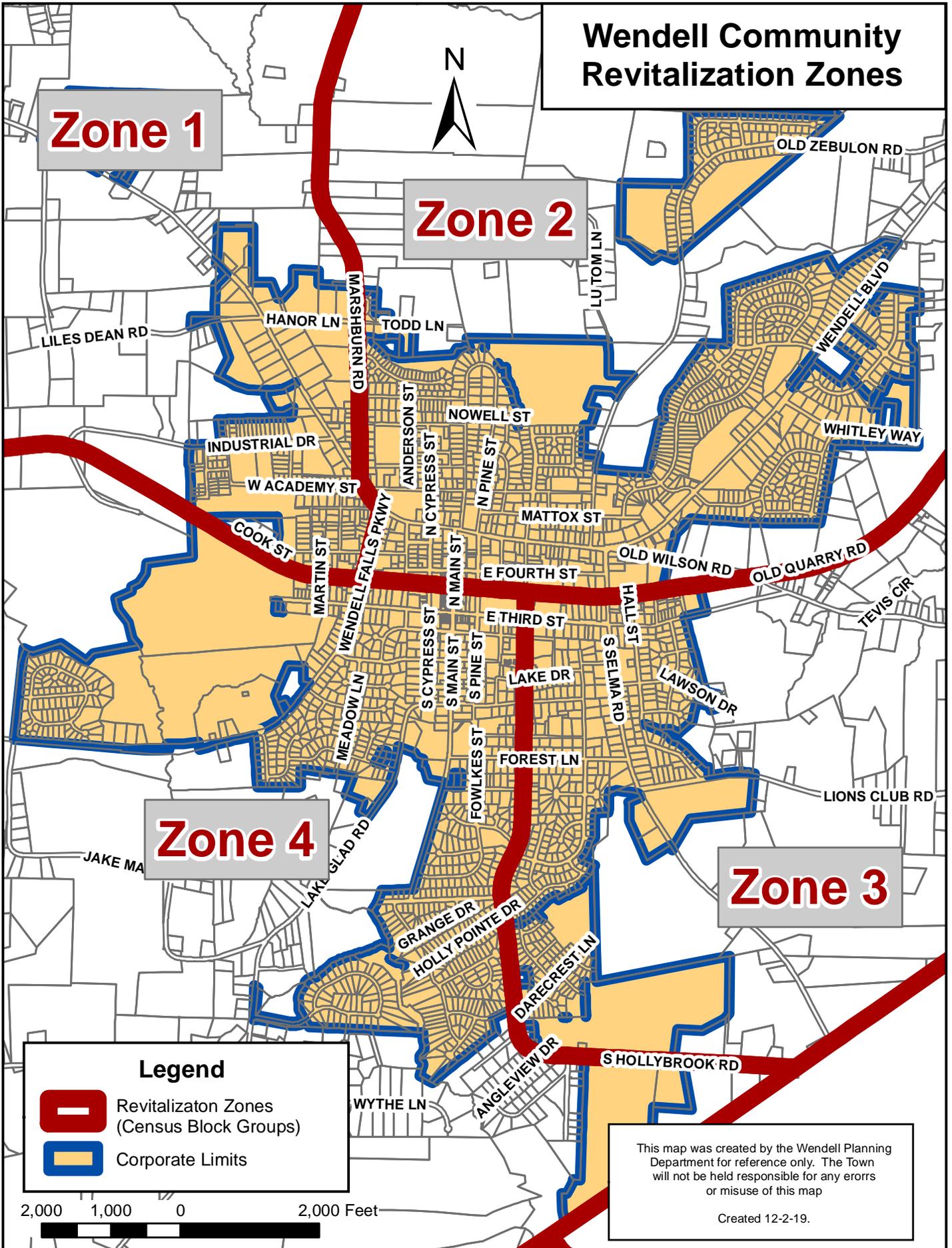
Timeline & Next Steps

Wake County expects to announce funding awards in early March, with funds available on July 1, 2020. From here, staff will continue to develop the Neighborhood Improvement Program to include a work plan based on Strategic Plan goals and a webpage on the Town's website to promote progress and provide program updates to the community.

Attachments:

- A. Neighborhood Improvement Program Zone Map
- B. Letter of Intent for the Wake County Neighborhood Improvement Program

Wendell Community Revitalization Zones



TOWN OF WENDELL

Item 4a

Mayor Virginia Gray
Mayor Pro Tempore John Boyette
Manager Marvin Collins, III
Attorney James P. Cauley, III



Commissioners
Jon Lutz
Joe DeLoach
Jason Joyner
Philip Tarnaski

December 20, 2019

Ms. Alicia Arnold
Wake County Government
Wake County Office Building-Suite 448
Department of Housing Affordability & Community Revitalization
P.O. Box 550
Raleigh, NC 27602

Dear Ms. Arnold:

As reflected in the enclosed document, the Town of Wendell is excited to submit its application for funding assistance and partnership through the Wake County Neighborhood Revitalization Program. The Town of Wendell and Wake County have a long history of cooperation in respect to housing and community revitalization and we look to continue and expand that relationship for the betterment of our joint constituents.

Thank you for your consideration of our proposal. If there are any questions regarding this submittal, please let me know and my staff will work diligently to provide any clarifications or amendments as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Marvin Collins'.

Marvin "Marc" Collins
Manager, Town of Wendell

**Town of Wendell
Letter of Intent
December 20, 2019**

**Neighborhood Revitalization Program
Wake County**



Introduction

The Town of Wendell is excited to express its interest in pursuing a partnership with Wake County through their Neighborhood Revitalization Program. As evidenced by the Town's socio-economic data, there is substantial need throughout the Town to invest in improvements to support existing vulnerable communities.

The Town of Wendell recognized this need within their recently adopted (February 11, 2019) Strategic Plan, which highlighted the needs identified in this letter of intent.

Goal 2 (Public Safety and Neighborhood Improvement) the need to "provide for a safe and secure community that nurtures livable and well-maintained neighborhoods that are family friendly.

Goal 3 (Infrastructure, Transportation, and the Environment) the need to "evaluate housing stock and identify opportunities to encourage a diversity of housing types, promote infill development, and provide for connectivity, beautification, and park improvements." Goal 3 also contains language on implementing the Pedestrian Plan by creating new sidewalks and a maintenance program.

To implement these goals, the Town has launched a new town-wide Neighborhood Improvement Program, which seeks to create healthy, safe, walkable neighborhoods through investments that will enhance infrastructure, preserve affordability, and increase accessibility for all residents. Wendell sees the County's Neighborhood Revitalization Program as an ideal tool to support and enhance the Town's broader Neighborhood Improvement Program and greatly expand the benefits to in-need populations.

Applicant Information

The Town of Wendell has a population of 7,809 as of July 1, 2018 as reported by the American Community Survey (ACS). The median household income reported by ACS for the town is \$53,730, well below the County median of \$73,577 per household (2013-2017 5-year average) with a poverty rate of 18.3%. The Town has 2,454 households with 71% being owner-occupied with a median house value of those \$145,900.

The Town Board and staff recognize the need to invest in healthy, safe, and walkable neighborhoods, and enhance the unique characteristics of each community in need. The goal is to improve the quality of life for the existing residents of these communities, by providing better roads, sidewalks, and housing.

The Town's Neighborhood Improvement Program plans to address some of these issues by partnering with other non-profit and volunteer organizations, but there is a need for additional funding to address more substantial needs.

With commitment from the Town Board to focus staff time and resources toward a Neighborhood Improvement Program, this is a great opportunity for the Town to leverage resources available through the County and Federal funding to make a significant impact in the areas that need it most. The addition

of two positions this fiscal year allows the dedication of staff resources to launch and support this program and associated partnerships. The Town would rely on the County to help facilitate the execution of the plans for the Neighborhood Revitalization Program, with support from the Assistant Planning Director and Assistant to the Manager positions. A chart which identifies the staff involved in the implementation of the project are listed below:

Project Leads	Supporting Staff	Community Partners
<ul style="list-style-type: none"> •Assistant Planning Director •Assistant to the Town Manager 	<ul style="list-style-type: none"> •Town Manager •Planning Director •Public Works Director •Police Chief •Finance Director •Parks & Recreation Director 	<ul style="list-style-type: none"> •Wendell Board of Commissioners •Council of Churches •Passage Homes •Volunteer Organizations

The overall project implementation will be the responsibility of the Assistant Planning Director and Assistant to the Town Manager. As this initiative falls under the Board of Commissions Strategic Plan Goal 2 - Public Safety and Neighborhood Improvement: Provide for a safe and secure community that nurtures livable and well-maintained neighborhoods that are family friendly, there is financial commitment to invest in this area of interest.

The Town of Wendell takes an “all hands-on deck” approach to its work, so while the overall project will be managed by the two positions listed, all Department Heads and their appointed staff will be working to support the project as needed. This includes budgetary commitment, contract drafting and review, and performance measurement to evaluate the success of the program overall.

The Town of Wendell has routine experience working with Federal funding, with the Lakewood Drive CDBG project being a recent example. Staff understands the regulations, requirements and restrictions related to Federal funding projects and feels this effort will fit nicely with the parameters set. Furthermore, the Town has proven itself to be a reliable partner with the County in the past and seeks to continue that relationship throughout all phases of the project.

The Town’s proposed project addresses not one, but three of the national objectives in the CDBG program. Based on staff’s preliminary research, we are confident that that virtually every resident in the project area would be considered low-and-moderate income beneficiaries. Looking beyond census socio-demographic data, the age of housing units within the project area and the low building value of homes highlights the need to invest resources to prevent further decline.

In staff’s opinion, the current condition of housing and infrastructure in the target area for the project pose a threat to the health and welfare to the community if corrective actions are not taken. Yet, the Town has limited funds to address the significant needs within the project area in a timely manner without assistance. As a result, the Town has identified projects within the targeted area where

additional funding could have the highest impact on area residents, by addressing key deficiencies and coordinating the project scope with both public and private improvement projects underway.

Ongoing Community Revitalization Efforts

The Town of Wendell created Neighborhood Improvement Zones utilizing US Census Block Groups to implement a Neighborhood Improvement Program. The core of the community was divided into four zones. In fiscal year 2021, the Town is focusing on a targeted area within Zone One, which represents a portion of Block Group 54404-3. The block group has a median income of \$48,822 and has a Low-Mod Income rate of 42.8%. However, based on all available data, the target area encompasses a more in-need community than the block group as a whole. Each year the Town will focus its resources on a different identified zone with a four-year cycle.

One of the priorities of the Wendell Board of Commissioners, as reflected by the Town of Wendell Strategic Plan and the adopted Capital Improvement Plan (CIP), is to implement pedestrian improvements along Wendell Boulevard to fill an existing gap in the Town's pedestrian network and connect residents to key resources such as a school, jobs, and a grocery anchored retail center.

The Town of Wendell is currently leveraging funds to make an impactful investment in the targeted area of Zone One. The Town recently funded a \$269,000 design project in FY20 with Kimley Horn to design the described improvements, which is presently underway. Wendell has also submitted a LAPP request through the Capital Area Metropolitan Planning Organization for right-of-way acquisition and construction of the project. The total project cost for ROW and construction is estimated to be 1.8 million dollars, with the Town's 20% match comprising \$360,000. If the Town's request is approved by CAMPO, expenditures would begin in October of 2020.

The proposed improvements to Wendell Boulevard would include:

- The construction of approximately 2000 linear feet (LF) of new sidewalk to fill existing gaps.
- Closing off Wall Street at its intersection with Wendell Boulevard to improve intersection function and safety
- Signalization/improvements to the Wendell Boulevard/Wendell Falls Parkway intersection.
- Pedestrian improvements to allow safe crossing at the intersection of Marshburn Road and Wendell Boulevard.

Project Description

The target area is bound by the rail line to the south, Industrial Drive to the north, Marshburn Road/Wendell Falls Parkway to the east and Church Street to the west (see attached map A). It contains 135 single family residential units, as well as existing affordable multifamily units. Of the 135 single family dwellings, 93 units are valued at less than \$75,000 and 92 units were built before 1980 (see attached maps B & C). Thus, the targeted area contains a much older and lower value housing stock than the block group and the Town of Wendell as a whole. In Spring of 2020, the Town of Wendell will be holding a community BBQ/Cookout event to conduct community outreach to gather resident input

and to canvas the area to determine needs. Town staff will organize the event with assistance from Wake County Housing Affordability and Community Revitalization, Council of Churches, Non-Profits, and residents.

A new affordable market rate housing development of 49 units is under construction within the targeted area and will have new infrastructure such as curb, gutters, sidewalks and landscaping. The development is being built by True Homes(<https://www.truehomesusa.com/raleigh/wendell-crossing>). The majority of homes proposed based on price meet the affordable definition by HUD for the Raleigh MSA. However, the existing streets within the targeted area surrounding this development do not have the same level of infrastructure.

The two major priorities of the identified project are housing rehabilitation and infrastructure improvements. To address the housing rehabilitation needs the Town of Wendell will partner with Wake County Department of Housing Affordability and Community Revitalization, Wendell Council of Churches, and other local and regional non-profits to preserve the aging housing stock and provide cleanup in the area. This will include major home repair, minor home repair, lead hazard reduction and abatement, health and safety repairs, related home repair activities and neighborhood cleanup initiatives. Housing rehabilitation work will only be performed for those that qualify as LMI based on the HUD-CDBG income requirements. Town staff is requesting that Wake County and other partner agencies target and dedicate funding to be used to maintain and improve housing within the targeted area.

We are working with the local council of churches to assist with painting, power-washing, minor home repairs as well as eliminate waste, bulky items, and refuse within the targeted zone in partnership with the Town at no cost to the residents.

The Town of Wendell has the following goals related to housing rehabilitation within the targeted area;

- ✓ **Housing rehabilitation (major, minor and health and safety repairs) of 20 homes**
- ✓ **Painting and/or power washing of 10 homes**
- ✓ **Weatherization/Energy Efficiency type improvements of 6 homes**
- ✓ **Neighborhood cleanup efforts in a substantial area of the targeted zone**

To address the infrastructure needs of the target area, the Town of Wendell is requesting Wake County to provide funding assistance for needed improvements. The following infrastructure projects (see attachment E) have been identified by Town staff as having the highest priority in order to complete pedestrian networks, repair failing infrastructure, and protect public safety.

Project	Cost Estimate
West Academy Street Project- 2,000 LF of resurfacing/road repair, 1,500 LF of curb and gutter, 900 LF of new sidewalks, and two ADA intersection improvements	\$888,540

Cook Street Project- 360 LF of new sidewalks, 225 LF of curb and gutter, and two ADA intersection improvements	\$50,000
Wall Street Project- 300 LF of new sidewalks and two ADA intersection improvements	\$25,000
Todd Street Project- 200 LF of new sidewalks and two ADA intersection improvements	\$20,000
Engineering and Design for the Street Infrastructure Projects	\$110,000
Short Street Drainage- includes storm drainage improvements to address localized flooding	\$50,000
Total Project Estimate	\$1,143,540

Upon full project completion, a substantial portion of area residents would be able to safely and conveniently navigate to the Wendell Blvd/Wendell Falls Parkway intersection, for secure crossing at a signalized intersection to the broader Wendell Blvd pedestrian network.

Projects estimates account for limited utility relocations and tree removal. The Town expects to utilize existing right-of-way along all streets, but surveys will be needed to confirm ROW dimensions.

The Town of Wendell project meets all three of the livability principals by expanding infrastructure networks, increasing housing accessibility, and improving energy efficiency for people of all ages, race, and ethnicities. It increases the amount of community revitalization and targets federal funding toward an existing community that is in need. When completed, the project will create a healthy, safe, and walkable neighborhood close to jobs and services.

The project will kickoff in the spring of 2020 with a neighborhood gathering that will allow staff to identify and canvas the residents for eligibility and identify their service needs. Construction activities will start July 1, 2020 and county funding will be expended by June 30, 2021.

The Town of Wendell is requesting \$886,040 from Wake County. The Town has committed \$257,750 as part of the Capital Improvements Program. A Sources and Uses Table is below:

Sources of Funding		Uses of Funding	
Town of Wendell	\$200,000	Road/Sidewalk Improvements	Academy, Todd, Cook, & Wall Street
Town of Wendell	\$50,000	Drainage Improvements	Short Street
Town of Wendell	\$7,500	ADA Sidewalk Improvements	Wall St/Todd St Intersection

Wake County	\$886,040	Road/Sidewalk/ADA Improvements	Academy, Todd, Cook, & Wall Street
Total Project	\$1,143,540		

Photos of Infrastructure within the Targeted Area



Wendell Community Revitalization Zones



Zone 1

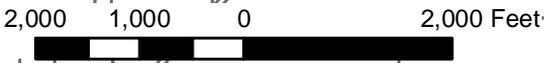
Zone 2

Zone 4

Zone 3

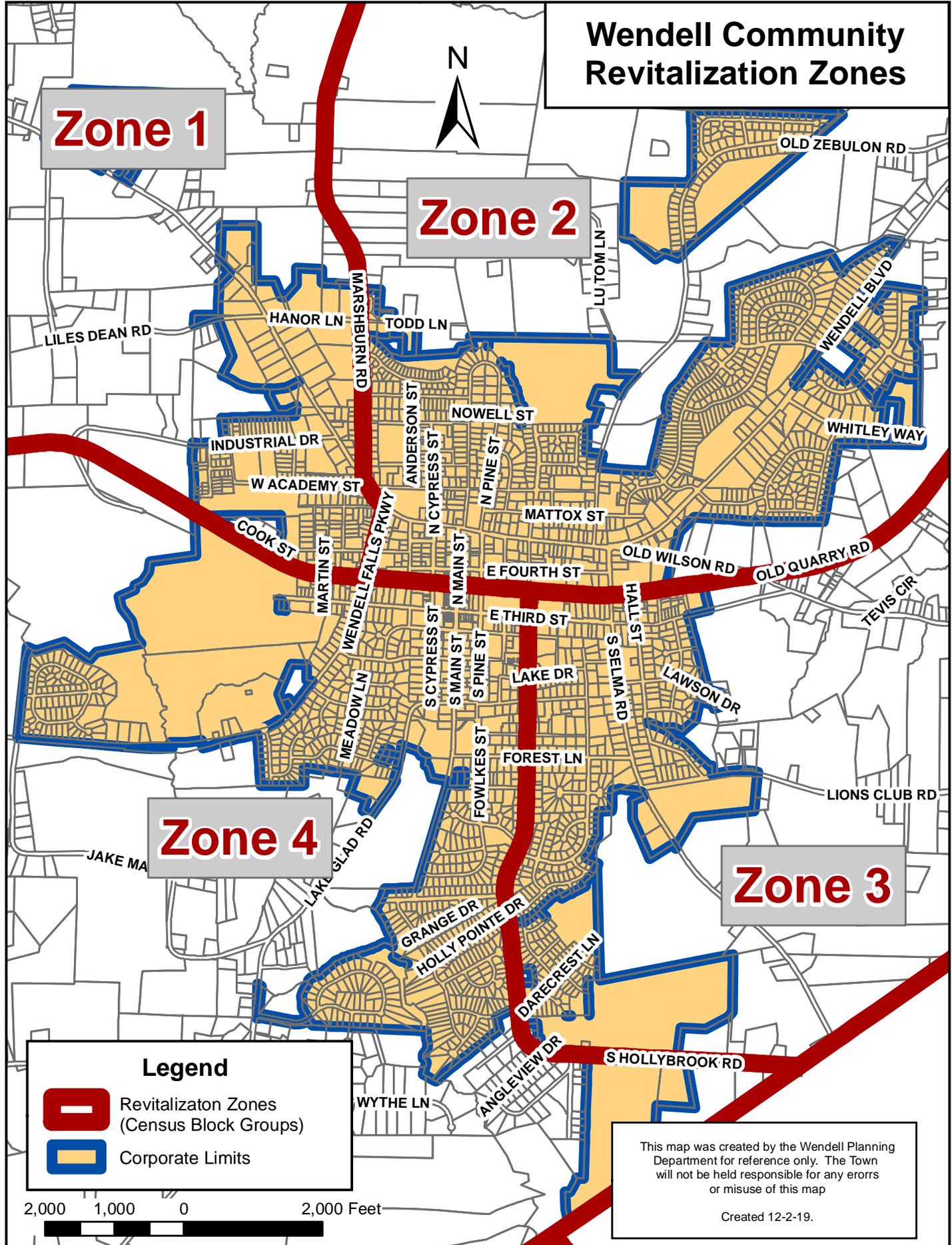
Legend

-  Revitalization Zones (Census Block Groups)
-  Corporate Limits

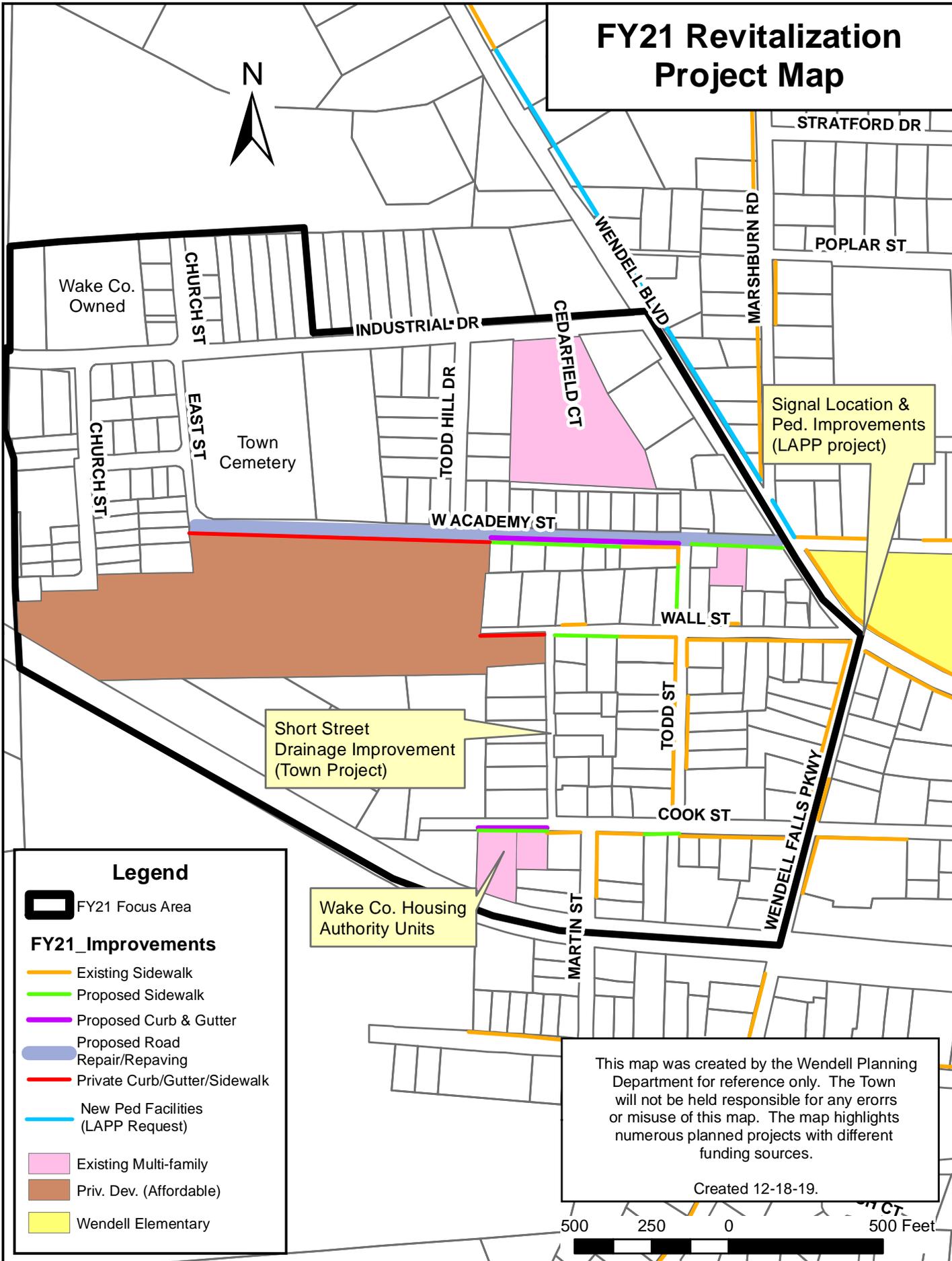


This map was created by the Wendell Planning Department for reference only. The Town will not be held responsible for any errors or misuse of this map

Created 12-2-19.



FY21 Revitalization Project Map

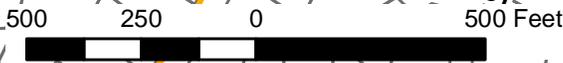


Legend

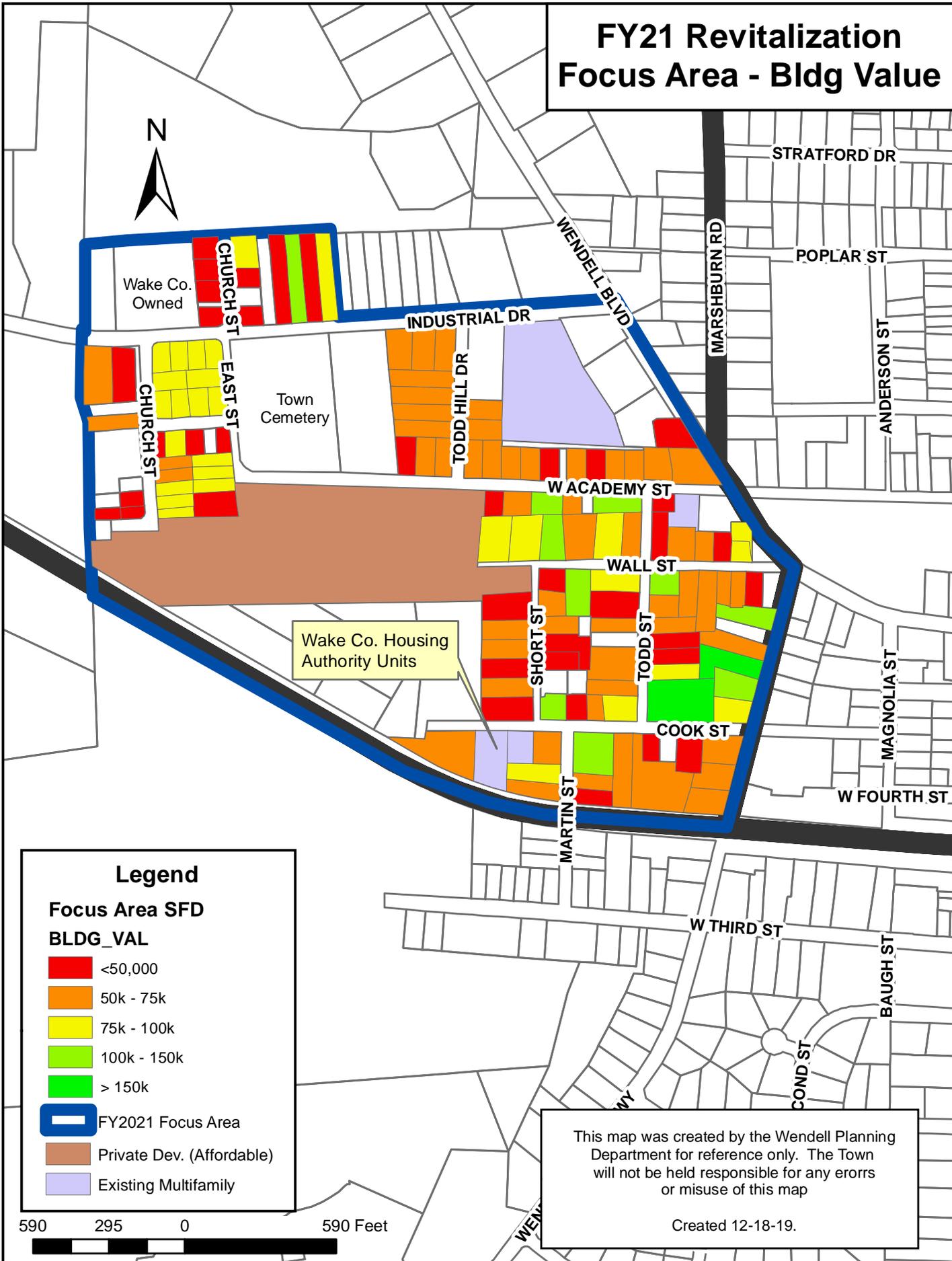
-  FY21 Focus Area
- FY21 Improvements**
-  Existing Sidewalk
-  Proposed Sidewalk
-  Proposed Curb & Gutter
-  Proposed Road Repair/Repaving
-  Private Curb/Gutter/Sidewalk
-  New Ped Facilities (LAPP Request)
-  Existing Multi-family
-  Priv. Dev. (Affordable)
-  Wendell Elementary

This map was created by the Wendell Planning Department for reference only. The Town will not be held responsible for any errors or misuse of this map. The map highlights numerous planned projects with different funding sources.

Created 12-18-19.



FY21 Revitalization Focus Area - Bldg Value



Legend

Focus Area SFD

BLDG_VAL

■ <50,000

■ 50k - 75k

■ 75k - 100k

■ 100k - 150k

■ > 150k

 FY2021 Focus Area

Private Dev. (Affordable)

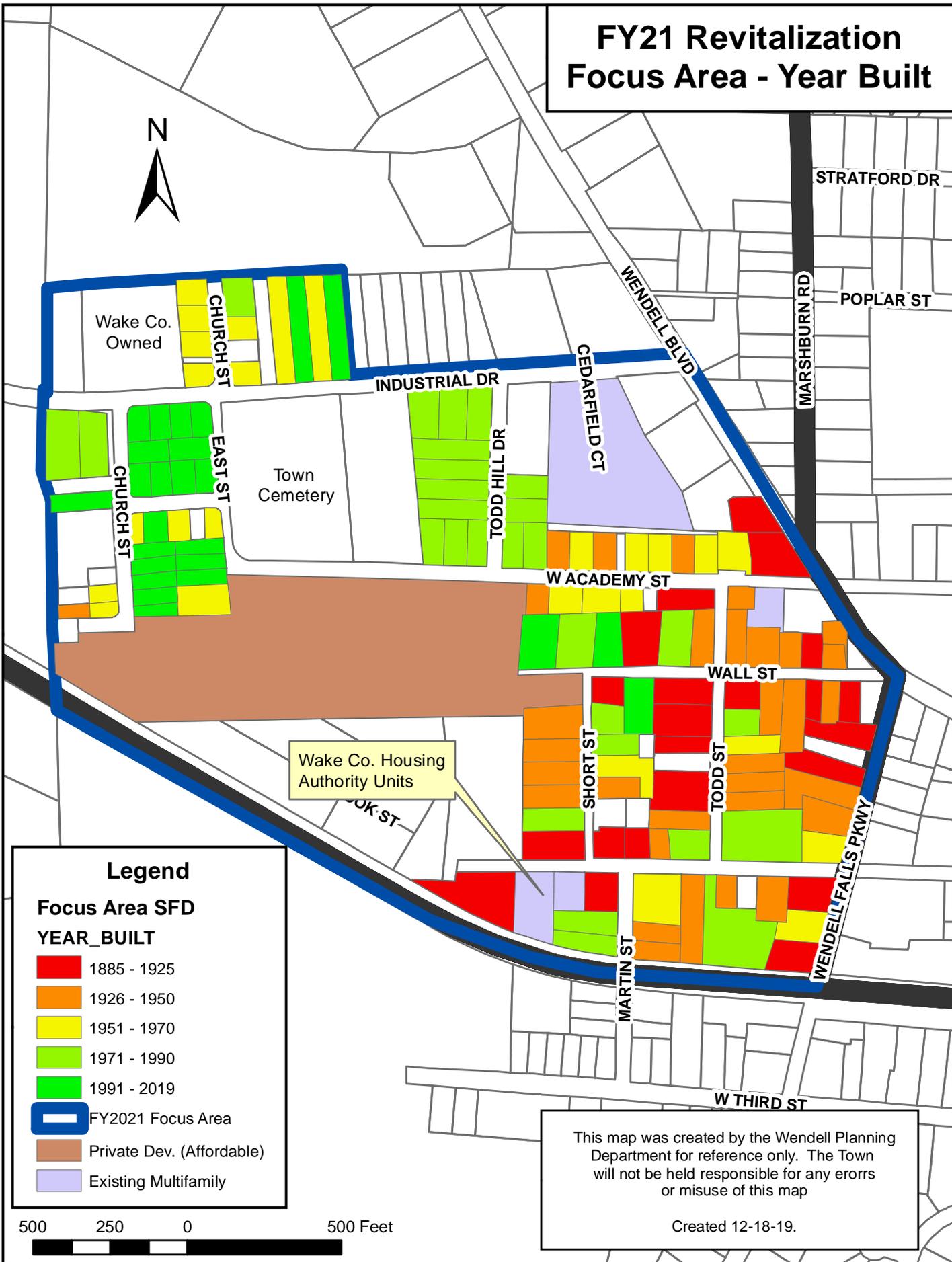
Existing Multifamily

590 295 0 590 Feet

This map was created by the Wendell Planning Department for reference only. The Town will not be held responsible for any errors or misuse of this map

Created 12-18-19.

FY21 Revitalization Focus Area - Year Built



STRATFORD DR

POPLAR ST

Wake Co. Owned

CHURCH ST

INDUSTRIAL DR

CEDARFIELD CT

WENDELL BLVD

MARSHBURN RD

CHURCH ST

Town Cemetery

TODD HILL DR

W ACADEMY ST

WALL ST

Wake Co. Housing Authority Units

BOOK ST

SHORT ST

TODD ST

WENDELL FALLS PKWY

MARTIN ST

W THIRD ST

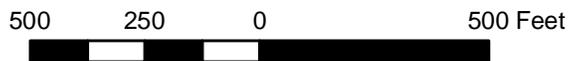
Legend

Focus Area SFD

YEAR_BUILT

- 1885 - 1925
- 1926 - 1950
- 1951 - 1970
- 1971 - 1990
- 1991 - 2019

- FY2021 Focus Area
- Private Dev. (Affordable)
- Existing Multifamily



This map was created by the Wendell Planning Department for reference only. The Town will not be held responsible for any errors or misuse of this map

Created 12-18-19.

Item Title:

Town of Wendell Economic Development Strategic Plan 2025

Report to the Board of Commissioners:

Monday, January 13, 2020

Specific Action Requested:

Receive Presentation of Town of Wendell Economic Development Strategic Plan 2025.

Background:

One of the strategic initiatives of the Town Board, as reflected by the 2019 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:

This economic development strategic plan will serve as a framework for the Town's economic development effort. The plan seeks to adapt 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
 - Build strong relationships with businesses through the business retention and expansion program visits.
 - Enhance industry clusters.
 - Continue to develop and refine business events for the community.
 - Create a resource for small business entrepreneurs.
- 2) Enhance recruitment of identified industries
 - Work to grow and locate companies in Wendell to create jobs.
 - Continue developing and maintaining relationships with businesses, site selectors, brokers, developers, and land owners.
 - Enhance our online presence.

- 3) Workforce development initiatives
 - Develop stronger relationships with educational institutions that serve Wendell's workforce.
 - Partner with NC Works and Capital Area Workforce Development to encourage utilization of programs and incentives.
 - Work to make Wendell more desirable and well-known to the greater community and state.

- 4) Create a vibrant downtown connected to all neighborhoods
 - Develop a framework for a sustainable, non-profit, tax exempt downtown development organization.
 - Create visual and physical connections between downtown and all neighborhoods.
 - Develop gathering spaces/activities/events throughout town where all people from all neighborhoods feel welcome.
 - Increase Downtown retail and dining options.
 - Infill Downtown development.

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.

No action is requested at this meeting as the item will be included on the January 27, 2020 meeting agenda for adoption.

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.**
- 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.
 - Produce a live music concert series alternating between Wendell Falls and Downtown within or adjacent to the commercial areas.
 - Renovate and upgrade existing public gathering space, as needed.

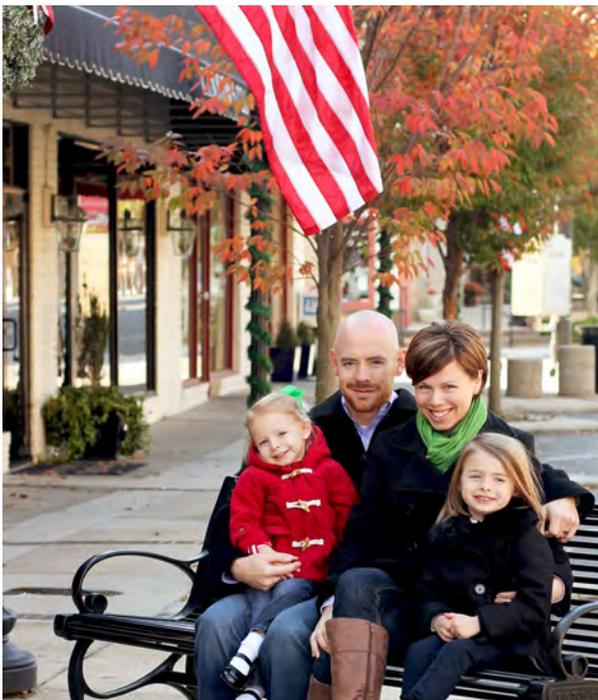


4.4 Increase Downtown retail and dining options.

- Complete and maintain a vacant building & business inventory with property condition notes.
- Speak with downtown property owners about potential building uses and improvements.
- Promote the Town's façade grant program.
- 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:

Triangle J Council of Government (TJCOG) FY20 Brownfields Assessment Coalition Grant

Report to the Board of Commissioners:

Monday, January 13, 2020

Specific Action Requested:

Receive Presentation of the Triangle J Council of Government (TJCOG) FY20 Brownfields Assessment Coalition Grant

Background:

Triangle J Council of Government (TJCOG) serves the following seven counties and the municipalities within them: Orange, Durham, Wake, Johnston, Chatham, Lee, and Moore. The communities included for the Brownfield Coalition are:

- Town of Wendell
- Town of Fuquay-Varina
- Town of Selma

The Brownfield Assessment Coalition Grant was submitted to the US Environmental Protection Agency on December 3, 2019 by TJCOG on behalf of the three communities.

One of the strategic initiatives of the Town Board, as reflected by the 2019 Town of Wendell Strategic Plan is to participate in the TJCOG Brownfields Coalition to submit a grant application to the EPA Brownfield Program to assess brownfield properties in the region.

Item Summary:

The Triangle J Regional Brownfields Coalition is a collaborative and ongoing effort between TJCOG, the coalition lead, and the towns of Fuquay-Varina, Selma, and Wendell. The Towns in the coalition view brownfields redevelopment a critical piece of revitalization and preservation strategy to create walkable vibrant downtowns, mitigate contamination, reduce sprawl, preserve green space, and bring well-paying jobs to residents.

The grant application focuses on three target areas within each communities' downtown areas. These areas are critical to revitalize the communities into burgeoning small-town centers. If awarded the grant would provide for community engagement and education, phase I and II

environmental assessments and redevelopment site planning on the sites identified within the application.

In addition to brownfields funding, the coalition will work to secure funding from other sources and public entities to maximize the potential of target sites. Local funds will be foundational; the coalition will pursue Historic Tax Credits eligible for all target areas to preserve the character of the downtowns, leverage internal planning and staffing support, and utilize strategic support from Preservation NC and the NC Main Street Program. The coalition will also pursue monetary support from the NC Brownfields Program to coordinate redevelopment efforts and secure liability insurance for developers. After receiving brownfields funding and entering site planning stages, the coalition will apply for additional funding to incentivize and secure investment from companies. Funding through the U.S Economic Development Administration and TJCOG's Economic Development District will be leveraged for infrastructure needs - EDA funds rarely reward assessment or planning activities. Wake County's Community Block and Development Grant (CBDG) funding is only available for projects that incorporate affordable housing. The brownfields grant will allow the communities to conduct remediation and infrastructure-specific activities and identify ideal sites for housing opportunities that can ultimately qualify for and access CBDG funds. Wake County Equitable Economic Development project offers additional incentives and funding to businesses that invest in highly vulnerable census tracts – both Fuquay-Varina and Wendell's sites are designated highly vulnerable. Additional funding will include the NCDOT Rail Industrial Access Program to improve railroad tracks near target sites and Golden LEAF Infrastructure Grants intended to assist with economic recovery for historic tobacco communities.

Attachments:

- A. Triangle J Council of Government FY20 Brownfields Coalition Grant Application
- B. Coalition Members Letters of Support
- C. Town of Wendell Brownfield Grant Sites



TRIANGLE J COUNCIL OF GOVERNMENTS

World Class Region

Environmental Protection Agency, Region 4
 Attn: Mr. Brian Ross
 Atlanta Federal Center
 61 Forsyth Street, S.W. 10th FL
 Atlanta, GA 30303-8960

Mr. Ross:

Triangle J Council of Government is pleased to submit our proposal to the US Environmental Protection Agency for a FY20 Brownfields Assessment Coalition Grant. Pertinent application information follows.

Applicant Identification:

Triangle J Council of Governments
 4307 Emperor Boulevard, Suite 110, Durham, NC 27703
 Website: www.tjcog.org

Funding Requested:

- i. Grant Type: Assessment Coalition
- ii. Federal Funds Requested: \$600,000
- iii. Not requesting a Site-Specific Grant waiver
- iv. Contamination: \$212,000 for Hazardous Substances; \$388,000 for Petroleum

Location:

Triangle J Council of Governments headquarters is in Durham, North Carolina and serves the following seven counties and the jurisdictions within them: Orange, Durham, Wake, Johnston, Chatham, Lee, and Moore Counties. The communities included for the Assessment Coalition are:

1. Town of Fuquay-Varina located in Wake County, North Carolina
2. Town of Wendell located in Wake County, North Carolina
3. Town of Selma located in Johnston County, North Carolina

Property Information for Site-Specific Proposals: N/A

Contacts:

- a. **Project Director:** Jenny Halsey, Local Government Consultant
 Phone Number: 919-558-9343
 Email: jhalsey@tjcog.org
 Address: 4307 Emperor Boulevard, Suite 110, Durham, NC 27703
- b. **Chief Executive:** Lee Worsley, Executive Director
 Phone Number: (919) 558-9395
 Email: lworsley@tjcog.org
 Address: 4307 Emperor Boulevard, Suite 110, Durham, NC 27703

Population:

1. Town of Fuquay-Varina: 24,373 as of American Community Survey 2017 5-Year Population Estimate
2. Town of Wendell: 6,516 as of American Community Survey 2017 5-Year Population Estimate
3. Town of Selma: 6,375 as of American Community Survey 2017 5-Year Population Estimate

Other Factors:

Other Factors	Page #
Community population is 10,000 or less.	Page 3
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
The priority brownfield site(s) is impacted by mine-scarred land.	
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	
The priority site(s) is in a federally designated flood plain.	
The redevelopment of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	
30% or more of the overall project budget will be spent on eligible reuse planning activities for priority brownfield site(s) within the target area.	Page 7

Letter from State or Tribal Environmental Authority: Please see attached.

I am excited about the opportunity this grant will provide to the participating Region J communities and look forward to a favorable response. Thank you for your consideration.

Sincerely,



Lee Worsley,
Executive Director
Triangle J Council of Governments

Letter from the State of North Carolina



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

MICHAEL SCOTT
Director

November 25, 2019

Jenny Halsey
Local Government Consultant and Human Resources Officer
Triangle J Council of Governments
4307 Emperor Boulevard, Suite 110
Durham, NC 27703

Re: U.S. EPA Brownfields Community-Wide Assessment Grant – Triangle J Council of Governments

Dear Ms. Halsey,

The North Carolina Department of Environmental Quality (DEQ) Brownfields Program acknowledges and supports the Triangle J Council of Governments application for a U.S. EPA Brownfields Community-Wide Assessment Grant. We are aware that your grant will focus on the towns of Fuquay-Varina, Wake Forest, Wendell, and Selma. This grant would be a tremendous economic development achievement for the Council.

We hope that the Council is successfully awarded this grant, and we will continue to support you in your Brownfields redevelopment efforts. The Brownfields Program offers technical project guidance in accordance with our program, throughout the life of your project. This is a major key to ensuring grant applicants make efficient use of the federal funds awarded. The liability protection offered by the program is also a primary marketing tool for developers and instrumental in securing financing.

The Brownfields Program can also assist with outreach efforts to your local community regarding reuse for commercial purposes and the controls to be put in place to make the property suitable. The liability protection offered by a Brownfields Agreement is a benefit to the whole community and can often facilitate additional economic development in the area surrounding a Brownfields Property.

We look forward to working with you regardless of a grant award or not. We truly believe successful Brownfields projects can rejuvenate a community.

Sincerely,

Bruce Nicholson
Brownfields Program Manager

cc: Cindy Nolan, U.S. EPA Region 4
Hayley Irick, DEQ



Narrative Proposal

FY20 Brownfields Assessment Coalition Grant Application: Triangle J Regional Brownfields Coalition

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

1.a. Target Area and Brownfields

1.a.i. Background and Description of Target Area

The Triangle J Regional Brownfields Coalition is a uniquely collaborative and ongoing effort between Triangle J Council of Governments (TJCOG), the Coalition Lead, and the towns of Fuquay-Varina, Selma, and Wendell to harness the success of the region's urban core for the benefit of smaller, rural communities. Each town in the coalition views brownfields redevelopment as a critical piece of their revitalization and preservation strategy to create dense, walkable downtowns; mitigate contamination on easily accessible properties; reduce urban sprawl; preserve green space; and bring sustainable, well-paying jobs to residents.

This grant application focuses on three target areas - the Fuquay Downtown Historic District; the Selma Uptown Historic District; and the Wendell Downtown District – that are critical to revitalize the coalition communities into burgeoning small-town centers but remain inundated by large, vacant properties reminiscent of small-town NC's history. The region has become an economic hub for high-tech and research companies, a drastic change from the agricultural and tobacco farming economy a century earlier. While these economic shifts have benefited the urban core (e.g. Raleigh, Durham), the coalition members are struggling to move on from their agricultural past and attract companies that would prefer to relocate in dense, walkable downtowns. Unable to recruit a significant amount of new investment, the coalition's downtown cores remain littered with vacant, contaminated and underutilized agricultural mills, warehouses and gas stations that reduce surrounding property values and serve as reminders of the past rather than beacons of the future.

Historically, all three towns were junctions for tobacco and cotton farming, experiencing a large amount of economic growth during the early 1900's as tobacco farmers migrated east to escape the "Granville wilt" crop disease in the Piedmont region of the state. The Wendell Downtown District is traversed by Business Route 64, historically a critical east-west agriculture route for Central North Carolina. The creation of a new US-64 directed traffic north of Wendell town limits, reducing the demand from travelers. In the Fuquay Downtown Historic District, the creation of a large commercial tobacco market brought the railroad, U.S Route 401 (a part of Route 1) and a large amount of economic traffic straight through the town center. The Selma Uptown Historic District was established along the North Carolina Railroad to hold the Mitchener's Station depot. Due to its ideal location nestled near rail transportation and several major highways including Interstate-95, U.S. 70, and U.S 301, the town became an important transportation junction. Many industrial businesses and commercial development built up along the tracks, providing lodging and services. As the region's rapid population growth in the late 1900's/early 2000's contributed to rising cost of living, residents flocked to cheap, open land in the coalition towns. Revitalization of centrally located brownfields sites is key to harness growth, reduce continuing sprawl, and limit pressure on government services and infrastructure.

1.a.ii. Description of the Priority Brownfield Site(s)

The Coalition's target areas are prime for infill development but have many underutilized or vacant properties due to suspected contamination not addressed by current or previous owners. Mitigating these concerns and securing investment will improve access to core services and jobs for nearby residents, increase property taxes, and create resilient, dense downtowns. Below is a description of each target site, priority properties, and site conditions. *All property owners of listed sites have been engaged and approved of inclusion.*

Fuquay Historic Downtown District: This target area spans from Judd Parkway to Broad Street, focusing on N. Main Street which includes a variety of restaurants, banks, a brewery, several car dealerships and pawn shops. While there has been some revitalization from retail and restaurants, many of the largest properties remain vacant or blighted and reduce connectivity to neighborhoods and the Varina Downtown District, directly north. These properties are mostly old car dealerships, gas stations, or industrial sites with likely petroleum and hazardous waste contaminants. A patchwork of zoning designations in the area resulted in these sites being located next to residential properties, a clear health concern for the town. One priority site, located at 527 N. Main Street, is a vacant commercially zoned property with suspected contamination from its previous uses as a motel and gas station. The site is close to downtown businesses and directly west of residential neighborhoods. It's large area (**1.5 acres**) indicates enormous potential and contiguous ownership across the site offers value to developers looking for more land near the historic core. However, the site is close to residences, accessibility by the public, and near additional sites with known hazardous waste contamination. Clean-up and redevelopment of the property is of major interest to all involved parties; the Town is willing to remove a right-of-way that intersects the site.

Selma Uptown Historic District: The Uptown District of Selma has enormous potential but is a challenge for the Town due to a variety of environmental justice issues impacting its historically black community. black residents

represent 45% of its current population. 41% of residents are under the poverty level in the target census tract, with almost 59% of children below the poverty level and 48% unemployment (5-year ACS data). Therefore, sites that can improve job access or opportunity are imperative. Uptown is within the boundaries of an opportunity zone, indicating it is a federal and state priority for investment. The area includes 17 vacant properties, one restaurant, several antique and retail stores, several churches, and Town Hall. One priority is 405 State Road (**1.35 acres**), a commercially zoned property directly next to the railroad and historic depot. Once a highly trafficked area, the property is contaminated with lead and other heavy metals; knowledge of these pollutants has limited interest in the property. Currently this site is extremely undervalued (\$5-\$15 per sq. foot), filled with piles of trash and contaminated soil, and sits directly next to one of the Selma's only food markets. However, the site location is ideal for transit-oriented development (housing, businesses, or a transit hub) along a proposed east-west commuter rail that will run through Town. Public investment will also strengthen the partnership with the rail line, a critical asset to the Town's success.

Wendell Downtown District: This target area stretches from Cypress St. to Selma Rd. on the east and is bordered by a railroad in the north and residences in the south. The properties are primarily zoned commercial or industrial, with a four-block portion of the area on the National Register of Historic Places. There are a variety of small commercial businesses including a coffee shop, restaurants, a barber shop, Perry's gun store, and a bank. The Town Hall and Police Department are northeast of the area. Multiple properties were identified in NC Department of Environmental Quality's hazardous waste database and 4 sites include gas stations that are in poor condition or abandoned on main routes into Town. One target site is 18 West Third Street (**.52 acres**), a property zoned for mixed-use, one street from the hub of downtown on N. Main Street and directly across from the new Wendell Town Center, a public park and gathering space. The property contains an active restaurant, a parking lot, and a vacant tobacco warehouse with suspected agriculture contaminants. The site is underutilized (between \$4-\$15 per square foot), easily accessible to the public, and is a safety/health concern for residents who frequently attend public events nearby.

1.b. Revitalization of the Target Area

1.b.i. Reuse Strategy and Alignment with Revitalization Plans

Revitalization of the target areas align with the [TJCOG's Comprehensive Economic Development Strategy](#), a region-wide economic strategy that has been endorsed by the TJCOG Board of Delegates which includes an elected official from each coalition member. These collective goals prioritize leveraging the marketplace, establishing and maintaining robust infrastructure, creating revitalized communities, and developing healthy people. Infill development is the best strategy to achieve these outcomes.

In Wake and Johnston counties, service providing jobs are projected to represent 90% of new employment opportunities by 2026 with the largest increases in the *Health Care and Social Assistance* and *Professional, Scientific, and Technical Services* industries. Additionally, the share of jobs requiring no formal high school diploma continues to decrease while jobs requiring associate degrees or higher will soon represent almost 40% of the labor market (NC Commerce Annual Economic Report). In contrast, the biggest employers in the coalition communities are retail and food services. Prioritizing properties within walkable downtowns will attract these growing sectors that are mostly relocating to dense neighborhoods, while simultaneously reinvesting in existing infrastructure. All three target areas are zoned for mixed-use, allowing flexibility and opportunity for additional housing or services investment. With little existing access to grocery stores, health services, etc., within the three downtowns, revitalization and planning activities will identify development, housing or business uses that can best improve health outcomes and quality of life for nearby residents.

Target sites also align with local development and revitalization goals. Wendell aims to protect and enhance the strength of their downtown core, continue the tradition of local business, and make the Town a more self-sustaining community as depicted in their Comprehensive Plan. Fuquay-Varina sees the brownfields grant as a critical tool to meet their Town Land Use Plan's goal of sustainable development – measured by environmental stewardship, economic prosperity, and an equitable distribution of local resources. Selma's Uptown Development Strategy highlights the potential of the area with sites that could be attractive to developers with the right investment and drastically improve the quality of life for surrounding neighborhoods. Coalition plans also align with state and federal strategies/priorities for economic development, best highlighted by the opportunity zone that includes Selma's Uptown.

1.b.ii. Outcomes and Benefits of Reuse Strategy

In all three communities, this reuse strategy will help address four critical challenges for the communities: a lack of local jobs; disconnected downtowns that limit access to services and burden government infrastructure; disproportionate burden on minority residents; and contamination within populated areas. Less than 10% of residents live and work in the three communities (LEHD On the Map). These numbers are staggering and highlight an urgent

need for local, well-paying jobs. Currently, the largest Census Business Profile shows the largest local industries are retail, accommodation and food services, and health care and social assistance; service-industry jobs representing higher turnover and paying lower wages. By building dense, walkable, and connected downtowns – all three target areas have below average or least walkable “walkability scores” - the coalition will harness the regional marketplace filled with higher-paying jobs by targeting growing industries such as professional, scientific, and technical services. Strategically focusing on downtown commercial and industrial sites will also increase new business investment in sites that have existing infrastructure and are accessible to additional resources, in contrast with rural development. The Selma Uptown District is entirely located within an Opportunity Zone and prioritizing these sites that are more attractive to investors will help bring in additional financial and investment tools for redevelopment.

While redevelopment is invaluable, it is also the responsibility of the coalition to ensure minority and low-income residents that are concentrated around the target areas have equal opportunity to invest in and benefit from these investments. A disproportionately high amount of minority and female workers hold local, lower-paying jobs. Working with local developers including The Collective – a minority real estate community - the coalition will partake in a Small-Scale Real Estate Development workshop hosted by the Incremental Development Alliance in March 2020 to learn small-scale development and revitalization tools that can help the Task Force limit displacement and assist marginalized populations. Finally, three priority sites (listed in Section a.ii) and many others in the target areas are easily accessible by the public, filled with hazards, and close to low-income neighborhoods. Identifying and remediating contaminants on these properties is urgent.

1.c. Strategy for Leveraging Resources

1.c.i. Resources Needed for Site Reuse

In addition to brownfields funding, the coalition will work to secure funding from other sources and public entities to maximize the potential of target sites. Local funds will be foundational; the coalition will pursue Historic Tax Credits eligible for all target areas to preserve the character of the downtowns, leverage internal planning and staffing support, and utilize strategic support from Preservation NC and the NC Main Street Program. The coalition will also pursue monetary support from the NC Brownfields Program to coordinate redevelopment efforts and secure liability insurance for developers. After receiving brownfields funding and entering site planning stages, the coalition will apply for additional funding to incentivize and secure investment from companies. Funding through the U.S Economic Development Administration and TJCOG’s Economic Development District will be leveraged for infrastructure needs - EDA funds rarely reward assessment or planning activities. Wake County’s Community Block and Development Grant (CBDG) funding is only available for projects that incorporate affordable housing. The brownfields grant will allow the communities to conduct remediation and infrastructure-specific activities and identify ideal sites for housing opportunities that can ultimately qualify for and access CBDG funds. Wake County Equitable Economic Development project offers additional incentives and funding to businesses that invest in highly vulnerable census tracts – both Fuquay-Varina and Wendell’s sites are designated highly vulnerable. Additional funding will include the NCDOT Rail Industrial Access Program to improve railroad tracks near target sites and GoldenLEAF Infrastructure Grants intended to assist with economic recovery for historic tobacco communities.

1.c.ii. Use of Existing Infrastructure

The target areas have existing access to water, sewer and power ready for commercial and industrial use. Recent streetscape and road improvement projects have been completed in the Wendell Downtown District to improve connectivity and accessibility for downtown businesses. All three communities have broadband access at target sites, with widespread fiber footprints, that can help attract high-tech industries in need of faster speeds and bandwidth. As all three communities are historic railroad towns, railroad tracks go directly through or contiguous to the target areas providing transportation and freight opportunities. Ongoing and upcoming major transit route investments including I-540 to Fuquay-Varina, commuter rail to Selma, and Wake County’s Bus Rapid Transit to Wendell will increase accessibility for the businesses.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

2.a. Community Need

2.a.i. The Community’s Need for Funding

The coalition communities have limited resources to support industrial and business growth, especially since all are relatively small communities with limited staff capacity; According to the 2014-17 ACS 5-Year Estimates, Fuquay-Varina has a population of 24,373, Selma has a population of 6,375, and Wendell has a population of 6,516. The initiation of the Triangle J Brownfields Coalition came out of this need for external capacity to conduct brownfields education, write grant applications, and coordinate with potential developers. Several key challenges have limited additional funding for the communities.

The dramatically higher rate of municipal population growth (80%) compared to non-municipal growth (20%) means municipal governments are responsible for rising costs of service to residents, a greater number of residents, and growing “smartly” their jurisdiction (NC Office of Budget and Management database). As a historically rural state, this drastic change in service delivery means local governments are ill-equipped to provide for their residents. This growth has been uneven, with a much larger percentage of residential growth than non-residential growth and a much smaller amount of tax revenue. For example, Fuquay-Varina Land Use Plan highlighted an estimated \$140.87 million in residential investment compared to only 60.8 million in non-residential investment during 2016.

NC’s Economic Tier System has also greatly hindered funding opportunities for the coalition. The system ranks economic distress by county without considering census tract level variability within county boundaries. A recent [TJCOG report](#) found that while Wake and Johnston counties were ranked Tier 3 – the least distress – many municipalities within each county, including Selma and Wendell, met Tier 1 requirements. The tier system designations are used to allocate funding for 11 state programs, including the Industrial Development Fund Utility Account and Economic Infrastructure Program, and are unofficially used in a myriad of other public and private funding opportunities state-wide, further contributing to growing inequality.

In the census tracts including and surrounding the target areas, income levels remain stagnantly low, most notably for minority residents. The Census Bureau’s Opportunity Atlas found that in Fuquay-Varina, black residents born to high-income families make an average household income of \$37,000 while Caucasian residents of the same economic status make \$63,000. This trend extends across all three communities: in Selma’s target area black residents make 32,000, while Caucasian residents make \$50,000; and in Wendell’s residential neighborhoods adjacent to the downtown, black residents make \$25,000 while Caucasian residents make \$50,000. Providing targeted and thoughtful opportunities for minority residents is critical to improve overall community wealth and mobility.

2.a.ii. Threats to Sensitive Populations

(1) Health or Welfare of Sensitive Populations: Vulnerable populations are heavily concentrated within, and contiguous to, the target areas. The Wake County Equity Atlas measures poverty level, percent of the population under 18, percent of the population over 65, percent vacant properties, and percent of individuals over 16 and in the labor force who are unemployed to identify vulnerable areas of the county. The residential tracts directly east and north of Wendell’s Downtown District and north and west of Fuquay Historic Downtown District received a “**most vulnerable**” designation with high percentages of age dependent populations and a high percentage of individuals in poverty: Wendell – 51% age dependent; 19% poverty rate; Fuquay-Varina – 43% age dependent, 11% poverty rate. While Selma’s Uptown District was not part of the study, measurements show similar levels of resident vulnerability with 40% of residents below the poverty level, 59% of individuals under 18 below the poverty level, 36% of all residents age 65+ below poverty level, an 11.2% unemployment rate, and 31% of residents on Food Stamps/SNAP benefits in the past year. Currently, the target areas lack services and healthy options that are accessible by sidewalk or public transit. Even further, several grocery stores or food options are directly next to contaminated sites. Mindful development and preservation of these areas will increase access to services and jobs for nearby residents, and site cleanup will reduce health risks of vulnerable residents.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions: Air quality is a pressing health challenge for the coalition, as increasing numbers of residents drive long commutes through heavy traffic access jobs and services. Based on data from the U.S Census Bureau’s LEHD On The Map tool, 78% of workers in Wake County and 80% of workers in Johnston County drove more than 10 minutes to get to work in 2018, with almost 40% in Johnston County driving over 25 miles. Per CDC’s Environmental Public Health tracking, cancer risk for Wake County residents from benzene pollution, a result of vehicle exhaust, was one of the highest in the state, roughly 5 million individuals, and there were 1.6 million person days above national ambient air quality standard. While Johnston County has lower levels of risk, local commuters contribute to these air quality challenges; in Selma, 26% of workers commute into Wake County. As a result, cancer and chronic respiratory issues were the leading causes of death in both counties and identified as key areas of focus in Wake and Johnston county-wide health assessments. Local development, job opportunities, and coordination with local transit projects in target areas will reduce the number of commuters on the road, assist with a larger strategy to reduce vehicle pollutants, and improve air quality impacted by congestion and site contaminants.

Contaminated wells nearby industrial or increasingly urbanized areas remain an issue for the region; NC has the fifth highest number of residents who get their drinking water from wells, roughly 2.4 million people. This environmental challenge has increased with the changing rate and frequency of natural disasters, with the National Ground Water Association estimating 332,798 private wells in NC were in disaster areas. Reprioritizing development to already

established neighborhoods will reduce storm runoff and contaminants from nearby construction and industrial sites in rural areas of the communities.

(3) Disproportionately Impacted Populations: Failed and stalled transit investments in the region, including the Durham-Orange Light rail and commuter rail and funding challenges at state and federal level, have put an overwhelming burden on local municipalities to provide transit access or improve economic opportunities locally. Currently, residents must choose between long commutes for better-paying job opportunities or local, lower-paying positions. For low-income populations, driving far distances to work is often not an option due to lack of access to a car. Lack of public infrastructure remains a significant barrier, not only for employment but also access to services and healthy foods – almost all local grocery stores are at least one mile out of each downtown, closer to high-income residential neighborhoods.

The policy changes (mentioned in Section b.iii) surrounding Community Development Block Grant funding in Wake County has made it increasingly difficult for municipalities to receive monies for infrastructure solely related to economic development. Additionally, the policy decision by the state of North Carolina not to expand Medicare has disproportionately affected low-income residents in need of health insurance. While Fuquay-Varina, Selma, and Wendell have relatively high levels of residents covered by health insurance, the target census tracts for the brownfields grant have significantly larger numbers of uninsured populations - 20% of the residents surrounding Fuquay-Varina's Downtown District, 10% of residents surrounding downtown Wendell, and 24% of residents in Uptown Selma. Encouraging local investment from higher-paying industries that offer benefits can mitigate this challenge.

2.b. Community Engagement

2.b.i and 2.b.ii. Project Partners and Roles

Partner Name	Point of Contact	Role in Project	Engagement/Information
Triangle J Council of Governments	TJCOG Key Staff	Will serve as the grant lead and fund administrator for all assessment grant funds.	Project Lead
Town of Fuquay-Varina: Coalition Leader	Mark Matthews	Help lead community engagement efforts, provide data and staff support for Phase I and Phase II Assessments, and participate in brownfields education activities related to sites within the Town of Fuquay-Varina.	Weekly email updates and quarterly Coalition Task Force meetings.
Town of Selma: Coalition Leader	Randy Cahoon-Tingle	Help lead community engagement efforts, provide data and staff support for Phase I and Phase II Assessments, and participate in brownfields education activities related to sites within the Town of Selma.	Weekly email updates and quarterly Coalition Task Force meetings.
Town of Wendell: Coalition Leader	Bryan Coates	Help lead community engagement efforts, provide data and staff support for Phase I and Phase II Assessments, and participate in brownfields education activities related to sites within the Town of Wendell.	Weekly email updates and quarterly Coalition Task Force meetings.
Johnston County	Rick Hester	Provide additional data and engagement support to reach residents near or within Selma boundaries.	Quarterly email updates and County community engagement efforts.
Wake County	Derwick Paige	Provide insight on data and trends, assist with reaching critical partners impacted by municipal growth on county property, and provide additional funding from CBDG, the Wake County Equitable Economic Development initiative, and any other appropriate sources.	Quarterly email updates and County community engagement efforts.
NC Department of Environmental Quality	Hailey Irwick	Work to connect developers with the initiative, build out engagement efforts with developers, and tie liability insurance opportunities to	Quarterly email updates and community engagement efforts with

		priority sites. Assist with brownfields education at coalition events.	local developers and property owners.
WithersRavenel	Ty Colwell	Provide education and connection for local developers on the benefits of brownfields in the area.	Quarterly email updates and community engagement efforts with local developers and property owners.

2.b.iii. Incorporating Community Input

Community input will be gathered through local and regional engagement activities including multiple community workshops in each coalition community for local community groups, neighborhood organizations, and affected residents both by current health issues and future site development; two meet-and-greet events with municipal leaders and local developers; one-on-one meetings with property owners and related educational materials; and quarterly coalition Task Force meetings. At quarterly Task Force meetings, planning and site-related decisions based on input will be discussed and finalized to ensure key stakeholders are engaged and aware of ongoing activities. A public outreach campaign and website page managed by TJCOG will be maintained and updated regularly with information about the grant, project timelines, relevant education on brownfields redevelopment and its benefits, and opportunities to provide feedback and input. Additionally, a quarterly email update will be communicated to all regional partners including Wake and Johnston counties, NC Department of Environmental Quality (NCDEQ), and other federal agencies. Developers will also be communicated to on a regular basis, through the previously mentioned engagement activities but also through educational trainings in partnership with WithersRavenel and NCDEQ and input processes during the selection of Phase II sites and redevelopment planning.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

3.a Description of Tasks, Activities, and Outputs

Task 1: Cooperative Agreement Oversight Total Budget - \$20,000		
Description	Lead Entity	Estimated Costs
<p>Cooperative Agreement Oversight: Facilitate the MOA process prior to expenditure of funds, internal agreements to be a part of the coalition, and other agreements that may be necessary.</p> <p>Site Access Agreements: Inventory and site analysis have been completed. All communities have three sites identified as priority for assessment and planning activities. Agreements will be signed by the appropriate Town and property owner.</p> <p>Procuring a Qualified Environmental Professional: TJCOG has already made several relationships with Qualified Environmental Professionals (QEPs) in the region that perform brownfield assessment work. We will seek out additional QEPs through a fair and open competition in compliance with state and federal procurement requirements.</p> <p>Performance and Financial Reporting: TJCOG will adhere to EPA reporting requirements: ACRES, quarterly reports, MBE/WBE DBE, etc.</p>	TJCOG	\$10,000 Hazardous (H) \$10,000 Petroleum (P)
Travel: N/A		
Supplies: N/A		
Project Timeline: Items will be conducted throughout the entire grant cycle.		
Outputs: 3 agreements, 1 contract, ACRES updates; quarterly reports, MBE/WBE reports, and financial reports submitted; grant-related meetings held; grant closeout documents.		

Task 2: Community Engagement and Education Total Budget - \$40,750		
Description	Lead Entity	Estimated Costs
Develop a Community Engagement Plan with Coalition members to include (at a minimum): <ul style="list-style-type: none"> • Conduct community meetings in each coalition Town on priority sites (3) with visioning activities to gather input on desired use of properties. • Communicate and engage quarterly Wake and Johnston counties, NC DEQ, NC EPA, and other regional partners to leverage all funding and data. 	TJCOG	\$16,000 H \$16,000 P
	TJCOG	\$2,000 H \$2,000 P
	TJCOG	\$2,375 H \$2,375 P

<ul style="list-style-type: none"> • Provide engagement and educational materials for property owners on value of redevelopment. • Host two engagement events with WithersRavenel, municipal staff and local developers, targeting developers interested in brownfield redevelopment. • Conduct a public outreach campaign to educate the public and private organizations in coalition towns about brownfields and the benefits of redevelopment. Utilize TJCOG's resources to conduct elected official education and input gathering. • Create educational print media (infographic fact sheets, brochures, flyers, etc.). • Create and maintain a dedicated website page for program information and resources. 		
Travel: 2 TJCOG staff to attend National Brownfields Conference, NC DEQ training, other workshops as needed.		
Supplies: Printing presentation materials, fact sheets, brochures, website design, etc.		
Project Timeline: Will be conducted within the first eighteen months of receiving the grant.		
Outputs: 1 Completed Community Engagement Plan; 9 community meetings; 2 engagement events; outreach materials distributed, 20,000 website hits.		

Task 3: Phase I and Phase II Environmental Assessments Total Budget - \$249,250		
Description	Lead Entity	Estimated Costs
Complete Phase I assessments on nine eligible sites (hazardous sites at an average of \$3,250 per site; petroleum sites with an average of \$4,250 per site) <i>*All coalition members will have three sites assessed in their jurisdiction.</i>	QEP	\$10,000 H \$26,000 P
Complete Phase II assessments on eligible sites (3-6) [hazardous sites at an average of \$45,000 per site; petroleum sites with an average of \$30,000 per site] <i>*All coalition members will have at least one site assessed in their jurisdiction</i>		\$90,000 H \$120,000 P
Generic Quality Assurance Project Plan (QAPP)		\$1,625 H \$1,625 P
Travel: N/A		
Supplies: N/A		
Project Timeline: Phase I Assessments will be conducted at the end of year 1/beginning of year 2, after engagement efforts begin and once site access and agreements are in place. Phase II will be done in tandem with redevelopment planning activities to focus on sites with best ROI.		
Outputs: 9 Phase I assessments completed, 3-6 Phase II assessments completed, 3 sites entered NC Brownfields Program for liability protection.		

Task 4: Redevelopment Planning Total Budget - \$290,000		
Description	Lead Entity	Estimated Costs
Create toolkit of best practices to build and implement localized brownfields-redevelopment strategy. Toolkit will leverage local opportunity zones, transit-oriented development and more funding opportunities.	TJCOG	\$80,000 H \$210,000 P
Based on community feedback and site input, TJCOG will determine which of the following planning activities will be conducted for each site: <ul style="list-style-type: none"> • Site Reuse Assessment (3 sites) – average of \$30,000 per site • Market Study on sites to understand local market demands, trends and competition (1-3 sites) – Average of \$20,000 per site • Site Reuse Vision (1-2 sites) – average of \$60,000 per site 	QEP	\$90,000 \$60,000 \$120,000
Travel: N/A		
Supplies: N/A		
Project Timeline: Site reuse assessments and market studies will be completed during year one and year two in tandem with the community engagement efforts. Site reuse visions will be completed in year three.		
Outputs: A toolkit of best practices for engagement and redevelopment of brownfields, 3 site reuse assessments, 1-3 Market Studies, and 1-2 Site Reuse Visions.		

3.b. Cost Estimates

Program Tasks	Task 1	Task 2	Task 3	Task 4	Budget
Hazardous Substances Budget					
Personnel	\$5,000	\$5,000	-	\$5,000	\$15,000
Fringe Benefits	\$2,000	\$2,000	-	\$2,000	\$6,000
Travel	-	\$2,000	-	-	\$2,000
Supplies	-	\$2,375	-	-	\$2,375
Contractual	-	\$6,000	\$101,625	\$70,000	\$177,625
Total Hazardous	\$7,000	\$17,375	\$101,625	\$77,000	\$203,000
Petroleum Budget					
Personnel	\$5,000	\$5,000	-	\$5,000	\$15,000
Fringe Benefits	\$2,000	\$2,000	-	\$2,000	\$6,000
Travel	-	\$2,000	-	-	\$2,000
Supplies	-	\$2,375	-	-	\$2,375
Contractual	-	\$6,000	\$147,625	\$200,000	\$353,625
Total Petroleum	\$7,000	\$17,375	\$147,625	\$207,000	\$379,000
Total Budget					
Total Direct Costs	\$14,000	\$34,750	\$249,250	\$284,000	\$582,000
Total Indirect Costs	\$6,000	\$6,000	-	\$6,000	\$18,000
Total Budget	\$20,000	\$40,750	\$249,250	\$290,000	\$600,000

3.c. Measuring Environmental Results

TJCOG will make all necessary arrangements to track, measure, and evaluate this grant in achieving all expected outputs and outcomes through spreadsheets. All personnel associated with this project are highly experienced in grant and project management, familiar with federal grants, and committed to tracking and documenting this project from initiation to completion. TJCOG will work closing with the selected Qualified Environmental Professional to ensure compliance on their end. Additionally, TJCOG will regularly communicate with the EPA Project Manager on status, etc. Quarterly reports, ACRES updates, and project schedule will be submitted to the EPA. Anticipated outputs are included in the task charts above.

Outcomes	Success Measure
Reduction of health risks	Contaminated sites remediated, reduced disease/illness rates
Increase employment opportunities	# of quality jobs created, # of quality jobs retained
Increase commercial development	# of businesses opened
Expand housing availability	# housing units, # of low-moderate income housing

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

4.a. Programmatic Capability

4.a.i. Organizational Structure

Triangle J Council of Governments (TJCOG) has a strong history of administering federal and state grant funds. TJCOG is primarily funded through various federal and state grants throughout our departments. Staff assigned to this grant has experience in grant management and administration, community engagement, and technical planning expertise. Alana Keegan and Jenny Halsey serve on the Member Services Team, which is leading the Brownfields Consortium efforts. Kaley Huston is part of the Regional Planning Department.

TJCOG staff frequently works across department lines on a multitude of grants and projects. **Jenny Halsey, LEED AP** has worked in the sustainability sector since 2011. She is currently on the Member Services team, but recently served as an Energy and Environment Planner for Triangle J. Jenny coordinated the Regional Transportation Demand Management program, which oversees regional and local transit providers' efforts to promote commute alternatives and reduce congestion. Prior professional experience includes implementing and managing a variety of sustainability initiatives for municipalities and non-profits, grant management, LEED Administration, recycling coordinator, and managing department-wide operations for Public Works. She has a BS in Interior Architecture and a minor in Environmental Studies from University of North Carolina- Greensboro. Currently, she is pursuing her Master's in Public Administration. **Kaley Huston** joined TJCOG in June 2018 after graduating with her Master's in City and Regional Planning from the University of North Carolina at Chapel Hill, specializing in Land Use and Environmental Planning. While at Carolina Planning, she was a Development Associate for the Development Finance Initiative at the UNC School of Government, which partners to attract private investment for transformative projects by providing

specialized finance and development expertise. Previously, she worked as a Researcher/Analyst for an environmental and conservation consulting firm and contributed to encroachment management and compatible land use strategies for U.S. military installations. In this role, she served as a program lead for Communication Engagement Strategies and related community deliverables and helped to develop, implement, and manage a nationwide media research and constituent tracking database. **Alana Keegan** serves as the Engagement Specialist for TJCOG. In this role, she works to build stronger connections with member governments, manages all internal marketing and engagement, and designs engagement and communication plans for the organizations' programs, projects and initiatives. Prior professional experience includes creating digital communication & outreach plans, leading strategic visioning workshops for public and private sector entities, and project management. She is a current M.S in Communication candidate at NC State University and has a B.A in Economics from Muhlenberg College.

The **Assessment Coalition** will be guided by a Task Force that will consist of 1-2 designated individuals from each coalition member. The Coalition will be staffed by TJCOG who will lead all activities based on Task Force guidance. This Task Force will meet quarterly to at minimum: review coalition efforts and provide guidance on next steps; make decisions on grant activities and prioritization of sites and assessment activity; and share best practices and learn from experts in the field.

4.a.ii. Acquiring Additional Resources

TJCOG will enter a contractual agreement with a minimum of one experienced brownfield consultant to assist the Coalition with the technical aspects of the program. All professional environmental services will be obtained through TJCOG's procurement process. TJCOG will advertise for requests for qualifications from environmental contractors, select the most qualified firms, and issues requests for proposals. All such decisions are made by the Brownfield Coalition Task Force.

4.b. Past Performance and Accomplishments

4.b.i. TJCOG has not received an EPA Brownfields Grant but has received other Federal or Non-Federal Assistance Agreements

(1) Purpose and Accomplishments: The following federal and non-federal grants demonstrate Triangle J Council of Government's (TJCOG) past performance and accomplishments:

- **Carolina Blue Skies Initiative – Recovery Act:** “Carolina Blue Skies and Green Jobs Initiative”, was a project led by Triangle Clean Cities Coalition housed at TJCOG. The \$31 million Department of Energy Recovery Act project provided major expansion of alternative fuel vehicles and refueling infrastructure. It funded over 540 vehicles and 140 fueling stations in North and South Carolina with 46 sub-recipients and 200 technology providers. TJCOG/Triangle Clean Cities has successfully completed all reporting requirements associated with this agreement. TJCOG complied with the workplan, schedule, and terms & conditions. The team received feedback from the DOE that “The EERE project team has assigned a Green overall project health indicator.” Green indicates DOE believes the project is generally on track, there are no major concerns, and the project continues to hold strong promise.
- **Southeast AFV Demonstration Initiative:** TJCOG was awarded the Southeast AFV Demonstration Initiative (SADI) in 2015 by the US Department of Energy (DOE). SADI focused on the increased adoption of alternative fuels in the Southeast region of the United States. SADI was a multi-stakeholder project, TJCOG provided sub-awards to Clean Cities Coalitions in South Carolina, North Carolina and Tennessee to provide education and outreach. There was also coordination with several technology partners to provide opportunities for fleets to demonstrate a wide range of alternative fuel vehicles. SADI received "Green Health Indicators" from the Office of Energy Efficiency and Renewable Energy (EERE) project team throughout the length of the project. Green indicates DOE believes the project is generally on track, there are no major concerns, and the project continues to hold strong promise.
- **Triangle Transportation Demand Management (TDM):** Since 2008, TJCOG has funded, coordinated, and evaluated regional TDM activities to reduce traffic and air pollution by promoting commute alternatives such as transit, telework, carpooling, vanpooling, biking, and walking. TJCOG applies for money from the two Metropolitan Planning Organizations in the region (federal CMAQ dollars) and the NC Department of Transportation and administers an annual competitive grant program. In FY17-18, TJCOG administered just over \$2 million in grant funding to twelve sub-recipients. Every year, TJCOG has met quarterly deadlines with NCDOT and CMAQ for narrative and invoicing reporting. Additionally, TJCOG has complied with the workplan, schedule, and terms & conditions.

(2) Compliance with Grant Requirements: TJCOG has/is on schedule to exhaust all grant funds awarded and complied with all reporting requirements in a timely matter. TJCOG met/on schedule to meet all plans, schedules, and terms and conditions of these grants.

Attachment A

Applicant Eligibility

Triangle J Council of Governments Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the Triangle J Council of Governments.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.

- c) health care and hospital services.
 - d) recreation.
 - e) sanitation and refuse disposal.
 - f) communications.
 - g) transportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) workforce development and training, and
 - p) conservation and development of natural resources.
- 3) To promote inter-governmental cooperation;
 - 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
 - 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
 - 6) To review, upon request of any governmental unit within the Triangle J Region, applications of that unit for any grant in aid, federal, state or private; and
 - 7) To provide services to local governments and residents in the area known as the Triangle J Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the Triangle J Region.

ARTICLE IV

Membership

- 1) The initial membership of the Council of Governments shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston,

Lee, Orange, and Wake, known as the Triangle J Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.

- 2) Any municipality or county in the Triangle J Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- 3) All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- 4) Any special purpose governmental agency in the Triangle J region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All

delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.

- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be compensated, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the Triangle J Council of Governments.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of Region J.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.
- 5) Proxy voting is not allowed.
- 6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such

additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.

- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of April each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.

- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above,

then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. .

- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.
- 2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:
 - (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning

member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.

- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.
- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health,

safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.

- (h) To contract with and provide services to local governmental units within Region J.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.
- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the Council of Governments.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
April 25, 2018

Attachment B

Community Involvement

COMMUNITY INVOLVEMENT Assessment Coalition Proposal

The Triangle J Coalition Task Force, comprised of key stakeholders from each coalition member – Fuquay-Varina, Selma, and Wendell - will identify priorities for community engagement based on previous successes from regional and local long-range planning, community visioning and strategy documents. Together, the Coalition will develop a Coalition-Wide Community Engagement Plan that addresses shared areas of need from member communities including increased communication with experienced brownfields redevelopers to become involved in the clean-up/reuse process, education around brownfields and brownfields redevelopment for elected officials, and engagement of community members and partners who will be impacted by site redevelopment. Community input will also be gathered through a variety of activities including multiple community workshops in each coalition community, two engagement activities with municipal leaders and developers, meetings with property owners, and ongoing Task Force meetings comprised of representatives from all coalition members. At quarterly Task Force meetings, planning and site-related decisions will be discussed and made to ensure key stakeholders are continually engaged and aware of ongoing activities.

Each municipality will also work with TJCOG staff to create a complete list of local stakeholders to engage including local community and neighborhood organizations, churches, local boards, health organizations or hospitals, educational institutions and developers. These stakeholders will be engaged through their respective community workshops that will vary in time and location based on local needs. For example, 75% of the town of Selma’s residents are low-income households who may work abnormal or irregular hours. Engagement efforts will need to be held later at night, on weekends or remotely to reach these individuals, and in-person events will need to be at locations that are easily accessible by transit.

A website page managed by TJCOG will be maintained and updated regularly with information about the grant, project timelines, relevant education on brownfields redevelopment and its benefits, and opportunities to provide feedback and input. Additionally, a quarterly update email will be communicated to all regional partners including Wake and Johnston counties, QEP organizations, local chambers of commerce, NC DEQ, and other federal agencies.

Developers will also be communicated with regularly, through the previously mentioned engagement activities but also through educational trainings in partnership with WithersRavenel and the NC DEQ and input processes during the selection of Phase II sites and redevelopment planning.

Attachment C

Coalition Member Letters



November 22, 2019

Brian Cross
 U.S EPA Region 4
 Environmental Protection Agency
 Sam Nunn Atlanta Federal Center
 61 Forsyth Street, SW
 Atlanta, GA 30303-896

Dear Brian-

Please accept this letter as an enthusiastic endorsement of Triangle J Council of Governments, Fuquay-Varina, Selma, and Wendell's application for a combined \$600,000 hazardous substances/petroleum Brownfields Assessment Coalition Grant to conduct Phase I and Phase II Assessments, and clean-up planning (Land Use/Market Studies) for a total of 12 sites. Funding will support a coordinated effort between the three Towns and Council of Government to align brownfields redevelopment and infill development needs of the local communities with regionwide strategies to improve economic mobility for vulnerable populations unable to commute farther for high-paying jobs. All proposed sites are within the downtown cores of the three municipalities, in an effort to address blight, vacant properties, and contamination from old agriculture properties, gas stations, or auto repair shops.

Our municipality is committed to addressing the challenges that come with the rapid growth in our region. As a part of this effort, development and redevelopment in the vicinity of downtown is a community priority, as we are aware that low-density development patterns and sprawl can cause environmental, societal, and financial challenges for residents and local governments. Investment in the downtown cores of our local communities will help to mitigate air quality concerns, increase quality of life for commuters, and protect greenspace and water resources in the more rural portions of the community. Moreover, redevelopment of underutilized, blighted properties will generate new economic and community opportunities within areas already served by existing public infrastructure.

Based on the information submitted in the coalition's application, the Town of Fuquay-Varina believes that this project is a good candidate to receive U.S EPA grant funding to support brownfields redevelopment in our region. We are pleased to serve as a key partner for this effort and look forward to continued partnership with coalition members.

Sincerely,

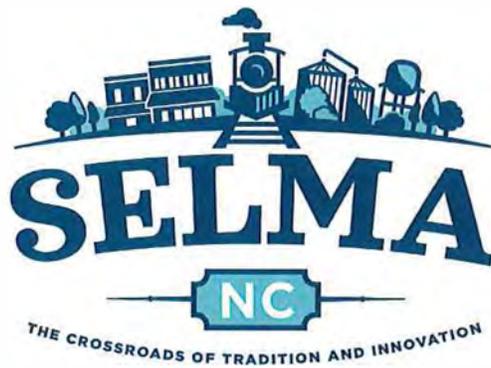
Adam G. Mitchell
 Town Manager

OFFICE OF THE TOWN MANAGER

MAYOR
Cheryl Oliver

MAYOR PRO-TEM
Jacqueline Lacy

COUNCILMEMBERS
Tommy Holmes
Mark Petersen
Ann Williams



TOWN MANAGER
Steven Hicks

TOWN CLERK
Jamie Whitley

TOWN ATTORNEY
Alan "Chip" Hewett

November 25, 2019

Brian Gross
U.S EPA Region 4
Environmental Protection Agency
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-8960

Dear Brian:

Please accept this letter as an enthusiastic endorsement of Triangle J Council of Governments, Fuquay-Varina, Selma, and Wendell's application for a combined \$600,000 hazardous substances/petroleum Brownfields Assessment Coalition Grant to conduct Phase I and Phase II Assessments, and clean-up planning (Land Use/Market Studies) for a total of 12 sites. Funding will support a coordinated effort between the three Towns and Council of Government to align brownfields redevelopment and infill development needs of the local communities with region wide strategies to improve economic mobility for vulnerable populations unable to commute farther for high-paying jobs. All proposed sites are within the downtown cores of the three municipalities to address blight, vacant properties, and contamination from old agriculture properties or gas stations.

Our municipality is facing the repercussions of rapid growth in our region but also faces a great deal of low-density development and sprawl causing environmental, societal, and financial challenges for residents and local governments. Investment in the downtown cores of our local communities will help to mitigate air quality concerns, increase quality of life for commuters, and protect greenspace and water resources in the more rural portions of the community.

Based on the information submitted in the coalition's application, the Town of Selma believes that this project is a good candidate to receive U.S EPA grant funding to support brownfields redevelopment in our region. We are pleased to serve as a key partner for this effort and look forward to continued partnership with coalition members.

Sincerely

Cheryl Oliver, Mayor
Town of Selma

TOWN OF WENDELL

Mayor Virginia R. Gray
Mayor Pro Tempore Jon Lutz
Manager Marvin Collins, III
Attorney James P. Cauley, III



Small Town, Big Charm

Commissioners
John Boyette
Ben Carroll
Jason Joyner
David Myrick

November 21, 2019

Brian Gross
U.S EPA Region 4
Environmental Protection Agency
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-896

Dear Sherry:

Please accept this letter as an enthusiastic endorsement of Triangle J Council of Governments, Fuquay-Varina, Selma, and Wendell's application for a combined \$600,000 hazardous substances/petroleum Brownfields Assessment Coalition Grant to conduct Phase I and Phase II Assessments, and clean-up planning (Land Use/Market Studies) for a total of 12 sites.

Funding will support a coordinated effort between the three Towns and Council of Government to align brownfields redevelopment and infill development needs of the local communities with regionwide strategies to improve economic mobility for vulnerable populations unable to commute farther for high-paying jobs. All proposed sites are within the downtown cores of the four municipalities to address blight, vacant properties, and contamination from old agriculture properties or gas stations.

Our municipality is facing the challenges of rapid growth in our region but also faces a great deal of low-density development and sprawl causing environmental, societal, and financial challenges for residents and local governments. Investment in the downtown cores of our local communities will help to mitigate air quality concerns, increase quality of life for commuters, and protect greenspace and water resources in the more rural portions of the community. The Town's downtown core is on the cusp of a rebirth and this grant will allow for much needed additional development for housing and commercial activities. The Town's 2019 Strategic Plan includes various projects such creating a downtown parking/community event space and identifying downtown infill opportunities.

Based on the information submitted in the coalition's application, Town of Wendell believes that this project is a good candidate to receive U.S EPA grant funding to support brownfields redevelopment in our region. We are pleased to serve as a key partner for this effort and look forward to continued partnership with coalition members.

Sincerely

Marvin "Marc" Collins
Town of Wendell

Attachment D

Letters of Support

Johnston County
POST OFFICE BOX 1049
SMITHFIELD, N.C. 27577

Item 4c
Rick J. Hester
County Manager
(919) 989-5100
FAX (919) 989-5179

December 2, 2019

Brian Gross
U.S EPA Region 4
Environmental Protection Agency
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-896

Dear Brian -

Please accept this letter as an enthusiastic endorsement of Triangle J Council of Governments, Fuquay-Varina, Selma, and Wendell's application for a combined \$600,000 hazardous substances/petroleum Brownfields Assessment Coalition Grant to conduct Phase I and Phase II Assessments, and clean-up planning (Land Use/Market Studies) for a total of 12 sites. Funding will support a coordinated effort between the three Towns and Council of Government to align brownfields redevelopment and infill development needs of the local communities with regionwide strategies to improve economic mobility for vulnerable populations unable to commute farther for high-paying jobs. All proposed sites are within the downtown cores of the three municipalities to address blight, vacant properties, and contamination from old agriculture properties or gas stations.

Investment in the downtown cores of our local communities will help to mitigate air quality concerns, increase quality of life for commuters, and protect greenspace and water resources. Based on the information submitted in the coalition's application, Johnston County believes that this project is a good candidate to receive U.S EPA grant funding to support brownfields redevelopment in our region. We are pleased to assist with this effort through engagement and data resources and look forward to continued partnership with coalition members.

Sincerely


Rick J. Hester
County Manager



Office of the County Manager

P.O. Box 550 • Raleigh, North Carolina 27602

TEL 919 856 6160

FAX 919 856 6168

November 22, 2019

Brian Gross
U.S EPA Region 4
Environmental Protection Agency
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-896

Dear Brian:

Please accept this letter as an enthusiastic endorsement of Triangle J Council of Governments, Fuquay-Varina, Selma, and Wendell's application for a combined \$600,000 hazardous substances/petroleum Brownfields Assessment Coalition Grant to conduct Phase I and Phase II Assessments, and clean-up planning (Land Use/Market Studies) for a total of 12 sites. Funding will support a coordinated effort between the three Towns and Council of Government to align brownfields redevelopment and infill development needs of the local communities with regionwide strategies to improve economic mobility for vulnerable populations unable to commute farther for high-paying jobs. All proposed sites are within the downtown cores of the four municipalities to address blight, vacant properties, and contamination from old agriculture properties or gas stations.

Wake County Government is supportive of this effort and hopes to see success for the three towns involved in the effort that are within County boundaries. Our County is experiencing rapid growth but also faces a great deal of low-density development and sprawl that creates environmental, societal, and financial challenges for residents and local governments. Investment in the downtown cores of our local communities will help to mitigate air quality concerns, increase quality of life for commuters, and protect greenspace and water resources in the more rural portions of the County.

Based on the information submitted in the coalition's application, Wake County believes that this project is a good candidate to receive U.S EPA grant funding to support brownfields redevelopment in our region. We are pleased to assist with this effort through engagement and data resources and look forward to continued partnership with coalition members.

Sincerely,

A handwritten signature in blue ink that reads "Derwick Paige".

Derwick Paige, Chief Community Vitality Officer
Wake County Government

Attachment E

Coalition Agreements

Triangle J Regional Brownfields Consortium Agreement Form

Government Name Town of Fuquay-Varina

Mailing Address 401 Old Honeycutt Road

City Fuquay-Varina State NC Zip 27526

Phone 919-552-1412 Fax _____

Primary Contact Mark D. Matthews, Assistant Town Manager

Contact Email Address m.matthews@fuquay-varina.org

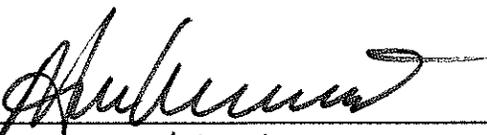
Contact Phone Number 919-552-1412

Additional Contact (if applicable) Jim Seymour, Economic Development Director

Contact Email Address jseymour@fuquay-varina.org

Contact Phone Number 919-753-1031

Fiscal Year 2020 Triangle J Brownfields Consortium Membership - **\$4,000**

Authorized Signature  Date 1/23/18

Name (Printed) Adam G. Mitchell Title Town Manager

Email completed form to: Alana Keegan at akeegan@tjcoq.org
or fax to: (919) 549-9390

If you have questions, please contact Alana Keegan at akeegan@tjcoq.org or 919.558.2706.



Triangle J Regional Brownfields Consortium Agreement Form

Government Name Town of Selma

Mailing Address 114 N. Raiford Street

City Selma State NC Zip 27576

Phone 919-965-9841 Fax 919-965-4637

Primary Contact Rhonda Sommer

Contact Email Address rsommer@selma-nc.com

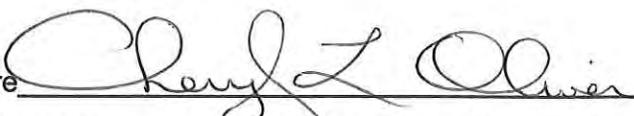
Contact Phone Number 919-965-9841, ext. 1010

Additional Contact (if applicable) Cheryl Oliver

Contact Email Address coliver@selma-nc.com

Contact Phone Number 919-965-9841, ext. 1015

Fiscal Year 2020 Triangle J Brownfields Consortium Membership - \$4,000

Authorized Signature  Date 1/9/18

Name (Printed) CHERYL L OLIVER Title MAYOR

Email completed form to: Alana Keegan at akeegan@tjco.org
or fax to: (919) 549-9390

If you have questions, please contact Alana Keegan at akeegan@tjco.org or 919.558.2706.

Triangle J Regional Brownfields Consortium Agreement Form

Government Name TOWN OF WENDELL

Mailing Address 15 E. FOURTH STREET

City WENDELL State NC Zip 27591

Phone (919) 365-4450 Fax (919) 365-1462

Primary Contact MARC COLLINS

Contact Email Address mcollins@townofwendell.com

Contact Phone Number (919) 365-0834

Additional Contact (if applicable) DAVID BERGMARK

Contact Email Address dbergmark@townofwendell.com

Contact Phone Number (919) 365-4448

Fiscal Year 2020 Triangle J Brownfields Consortium Membership - \$4,000

Authorized Signature  Date 1/15/2019

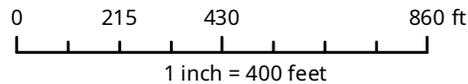
Name (Printed) MARC COLLINS Title TOWN MANAGER

Email completed form to: Alana Keegan at akeegan@tj cog.org
or fax to: (919) 549-9390

If you have questions, please contact Alana Keegan at akeegan@tj cog.org or 919.558.2706.



Town of Wendell EPA Brownfield Grant Sites



Disclaimer

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

Item Title:

Request to Establish a Deadline for the Receipt of Citizen Advisory Board Applications.

Board of Commissioners Meeting:

Monday, January 13, 2020

Specific Action Requested:

Staff requests that the Board set the deadline for citizen advisory board application submission to fill several vacancies on the Planning Board, Economic Development Committee, Appearance Commission, Parks and Recreation Commission and Tree Board. Staff also requests that the Board vote to appoint Economic Development Committee ex-officio member “Peedie” Edwards, as nominated by the Chamber of Commerce to fill this vacancy.

Item Summary:

The Town of Wendell has six citizen advisory boards with several vacancies available for new members this year. A list of vacancies and the associated term limits are as follows:

Appearance Commission: 1 in-town vacancy with the term expiring June 30, 2022

Economic Development Committee: 1 ex-officio, non-voting vacancy which has been nominated by the Wendell Chamber of Commerce as Wendell Business owner Aubrey “Peedie” Edwards to be appointed by the Board of Commissioners, with the term expiring June 30, 2021.

Parks and Recreation Commission: 1 in-town vacancy with the term expiring June 30, 2020.

Planning Board: 1 in-town vacancy with the term expiring June 30, 2021.

Tree Board: 3 vacancies with 2 terms expiring June 30, 2022, and one term expiring June 30, 2021.

Once a deadline is set for application submission, the Town Clerk will begin marketing the available positions through the Town’s website, social media, newsletter, and print communications tools. Citizens may visit the Town’s website – www.townofwendell.com – for an overview of what each citizen advisory board does for the Town of Wendell and an application. Applications may be returned to Town Hall, 15 E Fourth Street, Wendell, Attention Town Clerk Megan Howard or remitted via email to mhoward@townofwendell.com

Attachments:

A. EDC Bylaws, Sections 4 & 5

Town of Wendell Economic Development Committee

By-Laws

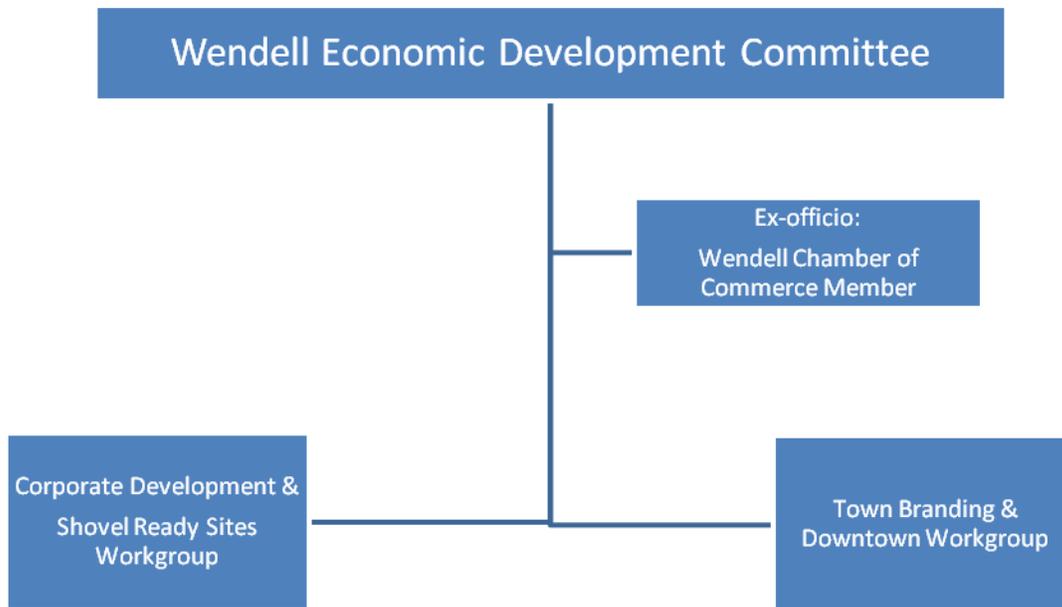
ARTICLE I – Purpose

The Town of Wendell Economic Development Committee was created by the Town of Wendell Board of Commissioner and exists at their discretion. The purpose for which the Economic Development Committee is organized to further the economic development of the Town of Wendell and promote job creation and business support opportunities in the area. With concern for preserving our county’s culture, heritage and natural resources, the Town of Wendell Economic Development Committee (EDC) will seek to enhance the overall business and commercial environment in the community, thus improving the quality of life for all people of the Town of Wendell.

The goal of the Economic Development Committee is to serve as an advisory committee to oversee activities and help implement the Town of Wendell Economic Development Program and Strategic Plan; provide guidance to staff on economic development initiatives; and work to support efforts related to ongoing project initiatives for the town.

ARTICLE II – Structure

Section 1. Structure: The full Economic Development Committee will be structured to serve as an overarching group that is comprised of a mixture of appointed and ex-officio committee members that includes two standing workgroups.



Section 1. Partnerships: The Economic Development Committee is encouraged to form partnership opportunities with internal and external entities, agencies, jurisdictions, civic groups, Wake County Economic Development Department, Wendell Chamber of Commerce, individuals and others as deemed necessary to fulfill implementation of its mission.

ARTICLE III – Membership

Section 1. Eligibility for Membership: The Economic Development Committee shall have two classes of members, appointed and ex-officio. Members will be appointed by the Town of Wendell Board of Commissioners. Ex-officio members will consist of one Wendell of Commerce Chamber member nominated by the Wendell Chamber of Commerce and appointed by the Board of Commissioners.

Section 2. Resignation: Any member may resign by filing a written resignation letter with the Town Clerk.

Section 3. Transfer of Membership: Membership on the Economic Development Committee is not transferable or assignable.

Section 4. Selection: Appointed members shall be selected by the Town of Wendell Board of Commissioners with eight (8) voting members representing a good geographic and population cross section of the Town of Wendell, and representative of the various business, professional and service occupational classifications in the town. The Town of Wendell Board of Commissioners will request the nomination of one (1) member of the Wendell Chamber of Commerce member, which shall be a Wendell business that is nominated by the Wendell Chamber of Commerce to serve as an ex-officio non-voting member of the committee that is appointed by the Board of Commissioners. The Wendell Chamber of Commerce member may participate and attend meetings but will serve as a non-voting member of the Economic Development Committee. The Board of Commissioners may, at its discretion, prepare a list of nominees for vacancies that may occur prior to the expiration date of June 30 of each year.

Section 5. Term: Nine (9) appointed members, including the ex-officio shall be selected to serve a two-year term expiring on June 30 of 2015. Member terms will then be staggered following the initial two year-term.

Section 6: Attendance: Any member who is absent for three (3) consecutive meetings without an excuse satisfactory to the full Economic Development Committee shall be deemed to have surrendered his/her membership. Advance written notice of absence is requested when at all possible.

Section 7. Removal: Any member may be removed from the Economic Development Committee with or without cause by a vote of a majority of the Town of Wendell Board of Commissioners. If any members are so removed, new members will be selected by the Town of Wendell Board of Commissioners as provided in Section 5.

Section 8. Vacancies: Any vacancy occurring on the Economic Development Committee shall be filled by appointment by the Town of Wendell Board of Commissioners. The Economic Development

Item Title:

Town of Wendell Logo Licensing Agreement

Board of Commissioners Meeting:

Monday, January 13, 2020

Specific Action Requested:

Request approval for a Logo Licensing Agreement for the Town of Wendell Logo.

Item Summary:

Staff requests the approval of the Town of Wendell Logo Licensing Agreement to permit the use of the Town of Wendell logo on items for sale by Third Party Vendors. This agreement is created as a supplement to the Logo Use Policy, approved in October 2019. In the Logo Licensing Agreement, the Town grants Third Party Vendors a non-exclusive, non-transferable license to use the Trademark and Work in connection with the customization of apparel and accessories throughout the United States and abroad. The Third Party Vendor shall make no other use of the Trademark or Work. The Third Party Vendor also acknowledges that the Town is the sole and exclusive owner of the Trademark and Work. The Town must approve the format in which the Trademark and Work is used. Each agreement will last for one year, with the option to extend additional one year terms.

In return for the use of the Trademark and Work, the Town will collect fifteen percent of proceeds for each item of apparel and accessory sold to the public. This will be done by the Third Party Vendor adding an additional fifteen percent to the base price for each item. Payment will be collected by the Town quarterly. The Agreement also includes a provision to terminate the agreement, if the Third Party Vendor is found to misuse the Trademark and Work.

Attachments:

- A. Town of Wendell Logo Licensing Agreement
- B. Town of Wendell Logo Use Policy (Approved October 28, 2019)



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.

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
_____ 20_____.

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.

	POLICY 125	
	Administration Department	Effective: 10/28/2019
Town of Wendell Logo Use Policy Version 1.1		Supersedes: New
		Prepared By: Stephanie Smith, Assistant to the Town Manager
		Approved By: Marc Collins, Town Manager

I. Purpose

The Town of Wendell logo is the official trademark of the Town of Wendell. It is registered to the Town of Wendell pursuant to the North Carolina Trademark Registration Act (N.C.G.S. Chapter 80) and should not be used without the express permission of the Town of Wendell. Any infringement or unauthorized use could subject the user to civil and criminal liability. To apply for permission to use the Town of Wendell’s logo, please contact the Town Clerk at mhoward@townofwendell.com.

II. Scope

This policy applies to all officers, agents and employees of the Town of Wendell, as well as members of the public.

III. Logo Guidelines

Primary Logo Mark

This is the primary logo mark for the Town of Wendell. This is the preferred mark and should be used on all Town of Wendell branded materials except for official documents (see section 4). If the full logo mark cannot be used, the secondary mark should be used. Use the version of the logo that is the most readable and clear.



Secondary Logo Mark

This is the secondary logo mark. This mark should only be used when the primary logo mark cannot be used. The Wendell logo should be used on general Wendell materials or on materials for multiple departments.



Clear Space

To maximize its visual presence and avoid any confusion, the logo requires a surrounding clear space free of any graphic elements and text.

For the full logo mark, the minimum clear space is equal to the height of the letters “endell” in the word Wendell.

For the mark only version of the logo the minimum clear space is equal to half the width of the mark.

Size

The logo should always be clearly legible.

Incorrect Usages

Incorrect use of the logo compromises its integrity and effectiveness. Never modify the logo in any way or attempt to recreate it.

IV. Brand Colors

Any logo use must use the Brand Colors (outlined below), black or white. Color alterations to the logo are not permitted.

Blue: #204566

Green: #76a72f

V. Application Process for Use of Logo

By using the guidelines above, all Town Employees are permitted to use the Town Logo on Town property, or on materials promoting or representing the Town (letterhead, flyers, business cards, etc.).

Members of the Board of Commissioners and Citizen Advisory Board Members are permitted to use the logo when supporting Town-related initiatives or programs, under the guidance of a Town of Wendell Employee.

Anyone outside of Town staff must request permission from the Town Clerk by emailing mhoward@townofwendell.com with a description of the intended use of the logo. Town staff will review all requests and reply via email with an approval or denial letter. Requests will be approved if they are in keeping with the integrity of the Town of Wendell's mission, goals, and are for the benefit of the community as a whole.

If approval is received, the following rules must be followed:

- Logo may not be used in any confusing way.
 - No Logo may be used in any way that suggests that the Town of Wendell is affiliated with, sponsors, approves or endorses an organization, website, products or services, unless such a relationship exists, or without written permission by the Town of Wendell.
 - The Logo may be used in any way that mischaracterizes any relationship with the Town of Wendell.
- Logos must be used in accordance with the Guidelines outlined in Section 3.
- The logo should not be used in political campaign messages or other materials of a partisan nature in political campaigns.
- Unacceptable uses of the Town of Wendell Logo:
 - Stationery or any paper products not licensed by the Town of Wendell.
 - Obscene, graphic, violent, illegal activity uses, materials, or businesses.
 - Uses that would disparage or damage the image of the Town of Wendell.
 - Use on food items, health-related items, or alcoholic beverages.

Item Title:

Town of Wendell Downtown Mural Agreement

Board of Commissioners Meeting:

Monday, January 13, 2020

Specific Action Requested:

Request approval for the Town of Wendell Downtown Mural Agreement. With the support of the Appearance Commission, staff has selected Matthew Wiley Murals, Inc. to provide a mural located on the side of the Perry building, along East Campen Street. Matthew Willey will create an original, one-of-a-kind, hand-painted mural featuring honey bees and other pollinators on the wall of the Perry building in Wendell, NC. Design will begin upon acceptance of the agreement. This piece will forever be considered a part of the 50,000 bees that Matthew is creating as a part of his global project titled The Good of the Hive. Once the mural is completed, the Town of Wendell NC will have a presence on TheGoodoftheHive.com describing the project.

Utilizing with an internationally-known muralist will bring regional and national attention to downtown Wendell, reinforcing the Board's Strategic Plan Goal 1: Downtown Vibrancy, Economic Growth, and Community Character. The mural will be scheduled to begin next summer, once the work on the downtown parking/event space project is substantially complete on E Campen Street.

Item Summary:

Staff requests the approval of the Town Manager to negotiate and sign the Town of Wendell Downtown Mural Agreement.

Attachments:

- A. Town of Wendell Downtown Mural Draft Agreement

NORTH CAROLINA
WAKE COUNTY
CONTRACT FOR SERVICES

THIS CONTRACT is entered into by and between Matthew Wiley Murals, Inc., hereinafter referred to as the "Artist", and the Town of Wendell, a North Carolina municipal corporation, hereinafter referred to as the "Town," and the United Arts Council of Raleigh and Wake County, hereinafter referred to as United Arts.

WITNESSETH:

WHEREAS, the Town and United Arts desire to procure a contractor to perform services; and

WHEREAS, the Town has completed necessary steps for retention of professional and other services under applicable Town policies; and

WHEREAS, the Town and United Arts have agreed to engage the Artist, and the Artist has agreed to contract with the Town and United Arts, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Artist, and other good and valuable consideration, the Artist, Town and United Arts do contract and agree as follows:

Scope of Services

The Artist shall perform for the Town the following described services:

In accordance with the Project Proposal, dated November 4, 2019, attached hereto as Attachment A, and incorporated as if fully set forth herein.

1. Time of Performance

Upon execution of this Contract, the Contractor agrees to begin work in the summer of 2020. The Artist, Town and United Arts have set a target date of September 1, 2020 for completion of all services connected with this Contract. The parties will work to determine a mutually acceptable extension of time if events beyond Artist's reasonable control prevent timely completion.

2. Compensation; Time of Payment

For services to be performed hereunder, the Town and United Arts shall pay the Artist a not to exceed total contract amount of Ten Thousand and 00/100 Dollars (\$10,000.00) unless changed by a duly authorized amendment. United Arts shall pay the Artist \$5,000, and the Town shall pay the Artist \$5,000. The standard Town of Wendell payment term is NET 30 days from the date of receipt and approval of the invoice by the Town. Payment shall be made in installments pursuant to the schedule attached hereto as Attachment B: Schedule of Work, and incorporated as if fully set forth herein. The Artist will send the United Arts invoice to Brandi Neuwirth via email at bneuwirth@unitedarts.org, or by mail via United States Postal Service to 410 Glenwood

Ave, Suite 170 Raleigh, NC 27603. **Once a payment has been authorized by the Town Manager for the Town of Wendell, all Town invoices may be delivered to Stephanie Smith via e-mail to ssmith@townofwendell.com or by mail via United States Postal Service to the Town of Wendell, 15 East Fourth Street, Wendell, North Carolina 27591.**

3. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the Town, and shall conform to all prevailing industry and professional standards.

4. Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

Town of Wendell

Attn: Stephanie Smith

Email: ssmith@townofwendell.com

Address: 15 East Fourth Street
Wendell, NC 27591

Artist

Name: Matthew Wiley

Email: matt@thegoodofthehive.com

Address: 42 Curve Street
Asheville, NC 28801

5. Non-discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract.

6. Assignment

This Contract may not be assigned without the express written consent of the Town.

7. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

8. Insurance

Artist agrees to maintain, on a primary basis and at their sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Artist is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Artist under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Artist does not own automobiles, Artist agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. **Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a Town of Wendell site.**

Worker's Compensation & Employers Liability – Artist agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

Additional Insured – Artist agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**Town of Wendell is named additional insured as their interest may appear**'.

Certificate of Insurance – Artist agrees to provide Town of Wendell a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Artist's insurer. If Artist receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Artist agrees to notify the Town within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**Town of Wendell
Address: 15 East Fourth Street
Wendell, NC 27591**

Umbrella or Excess Liability – Artist may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Artist agrees to endorse Town of Wendell as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Wendell.

9. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the Town, the Artist shall indemnify and hold and save the Town, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Artist in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Artist shall indemnify and hold and save the Town, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

10. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Artist under this Contract shall be kept as confidential proprietary information of the Town and not divulged or made available to any individual or organization without the prior written approval of the Town.

The Artist may retain copyright and other intellectual property rights in and to the final design under the Copyright Act of 1976, 17 U.S.C. Sections 101 et seq., as amended.

The Artist grants to the Town a perpetual, irrevocable license to graphically reproduce, depict, or display the artwork for any non-commercial purpose. For purposes of this limitation, any graphic depiction or display of the artwork intended to promote or benefit the Town, its public services or a public purpose, including educational, economic development, public relations, arts promotional and other noncommercial purposes, regardless of whether or not a fee is charged to the public, or whether revenue is otherwise received by the City, shall be deemed a non-commercial purpose.

On any and all reproductions by or on behalf of the Town, the Town shall give credit to the Artist.

The Artist may, at Artist's option and sole expense, place a copyright notice on the artwork in the form and manner required to protect copyrights of the artwork under United States copyright law. If the copyright is registered with the U.S. Copyright Office, Artist shall provide Town with a copy of the application for registration, the registration number and the effective date of registration. The Town has no obligation to sue or defend on behalf of the Artist to protect Artist's claims.

11. Death or Incapacity of Artist

In the event of Artist's physical incapacity or death prior the completion of the Contract, all payments made up to the point of incapacity or death will be retained by Artist and all work performed to date of incapacity or death will be compensated.

12. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

13. Advertising

The Artist shall not use the existence of this Contract, or the name of the Town of Wendell, as part of any advertising without the prior written approval of the Town.

14. Cancellation

The Town and United Arts may terminate this Contract at any time by providing thirty (30) days written notice to the Artist. In addition, if Artist shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the Town and/or United Arts shall have the right to terminate this Contract by giving written notice to the Artist and termination will be effective upon receipt. Artist shall cease performance immediately upon receipt of such notice.

In the event of early termination, Artist shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Artist under this section exceed the total amount due Artist under this Contract. The Artist shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract, and the Town and United Arts may withhold any payment due to the Artist for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

15. Laws/Safety Standards

The Artist shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the

Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Artist shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

The Artist must comply with North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910. In addition, the Artist shall comply with all applicable occupational health and safety and environmental rules and regulations.

The Artist shall effectively manage their safety and health responsibilities including:

A. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. The Artist, managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.

B. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

C. Employee Education and Training

Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

16. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Artist are subject to the public records laws of the State of North Carolina and it is the responsibility of the Artist to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Artist understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

17. Miscellaneous

The Artist shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract, and will reimburse the Town for the replacement value of its loss or damage.

The Artist shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Artist represents that it has, or will secure at its own expense, all personnel required in

performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

18. E - Verify

Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

19. IRAN DIVESTMENT ACT CERTIFICATION

Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

20. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

Workers Compensation Indemnification Provision
Attachment A: Scope of Services, Mural Project
Attachment B: Schedule of Work, Mural Project

In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

The remainder of this page remains blank intentionally.

THIS CONTRACT is entered into this _____ day of _____, 2020.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and the Town has executed with the signature of its Town Manager, attested by its (title), with the official seal affixed, the day and year first above written.

ARTIST:

TOWN OF WENDELL

By:

By:

Matthew Wiley, Artist

Marvin "Marc" Collins, Town Manager

**UNITED ARTS COUNCIL
OF RALEIGH AND WAKE COUNTY**

By: _____
Name
410 Glenwood Avenue, Ste. 170
Raleigh, NC 27603

ATTEST:

By: _____
Name, Title

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

Town Attorney

STATE: _____

COUNTY: _____

I, _____, a Notary Public for said County and State, do hereby
Certify that _____, personally appeared before me
this day and acknowledged the due execution of the foregoing instrument on behalf of the
company.

Witness my hand and official stamp or seal, this ___ day of _____, 2020.

Notary Public Signature

(SEAL)

My Commission Expires: _____

WORKERS' COMPENSATION INDEMNIFICATION PROVISION

Matthew Wiley is a professional artist who seeks to contract as an independent contractor with the Town of Wendell on a project. **Mr. Wiley** represents that he has fewer than three employees, and therefore has told the Town of Wendell he is not required to and does not carry workers compensation coverage. The Town requires that its independent contractors carry workers compensation coverage. Rather than obtaining coverage in order to contract with the Town, **Mr. Wiley** agrees to indemnify and hold the Town harmless from any and all claims, damages, losses, or expenses (including attorney's fees) that may be asserted against the Town that otherwise might have been covered by workers compensation insurance. **Mr. Wiley** hereby covenants not to sue the Town of Wendell and not to assert a claim against the Town for any matter that otherwise might have been covered by workers compensation insurance.

This provision is a part of and integral to the contract for services between **Mr. Wiley** and the Town of Wendell.

Date

Sworn to and subscribed before me this _____ day of _____, 2020.

Notary Public

(SEAL)

My commission expires: _____

ATTACHMENT A:



THE GOOD OF THE HIVE®

Project Proposal by Matthew Willey Murals, Inc (*aka The Good of the Hive*)
for Town of Wendell, NC

November 4, 2019
(This is a proposal and not a contract)

Matthew Willey Murals, Inc (aka The Good of the Hive)
42 Curve St, Asheville, NC. 28801 USA

Matthew Willey- Artist/Founder
TheGoodoftheHive.com
matt@thegoodofthehive.com
(646) 369-0261

First, thank you for your interest in The Good of the Hive and the bees.

This document serves as a proposal for a mural of honey bees and other pollinators by artist Matthew Willey as a part of his global initiative The Good of the Hive. This initiative is based in Matthew's personal commitment to hand-paint 50,000 individual honey bees – the number in a healthy thriving hive.

The work of art defined in this proposal, when completed, will be a part of a unique, much larger piece of art about planetary healing as it unfolds through the lens of an art activist and mural painter doing his work.

Matthew Willey has completed twenty-four murals with over 5250 individual bees in four years. His goal is to paint bees in every type of community in the world to raise awareness and activate communities about the importance of pollination and food systems while highlighting the power in human connection.

Matthew has created buzzing hives of awareness and inspiration at the Smithsonian's National Zoo in Washington DC, Dag Hammarskjold Plaza in NYC and Burt's Bees Global Headquarters. He has collaborated with the World Council of Peoples for the United Nations and NYC Parks' Art in the Parks Public Art Program. He has painted in a Broadway star's dressing room in NYC, at a fire station in the American south, at schools across the country, at a farm in the Midwest United States... and he would be honored to have the opportunity to bring bees to the Town of Wendell NC.

Scope of Work: Matthew Willey will create an original, one-of-a-kind, hand-painted mural featuring honey bees and other pollinators on the wall of the agreed upon structure in Wendell, NC. Design TBD upon acceptance of this proposal. This piece will forever be considered a part of the 50,000 bees that Matthew is creating as a part of his global project titled The Good of the Hive. Once the mural is completed, the Town of Wendell NC will have a presence on TheGoodoftheHive.com describing the project.

Design Concept: The mural proposed for Wendell will be in between the size, and time it took to paint the mural at North Carolina Museum of Natural Sciences in Raleigh, NC and the mural in Manchester Tennessee. (See images below)

Specifications:

Matthew Willey designs and hand-paints a mural in alignment with The Good of the Hive's mission as a part of the 50,000 bees he is painting around the world. This mural will be fully complete in 12 days or less. This project brings:

- a. Social Media engagement
- b. One speaking engagement/meet and greet event with the artist.
- c. A page on TheGoodoftheHive.com describing the project for the entirety of the initiative (approximately 15-20 years).

Materials, accommodations and bucket lift rental (if needed) are not included and shall be payable by the client upon submission of receipts by Matthew Willey.

Cost: \$10,000 USD

A fully executed contract and a deposit of half of the total cost is required to secure a time-frame in Matthew's schedule. (Schedule of the project TBD upon acceptance of this proposal)

This proposal is valid for 90 days from the date above. Beyond that time it is subject to change.

Please do not hesitate to reach out with any questions.

Thank you!



ATTACHMENT B:

SCHEDULE OF WORK

MURAL PROJECT

The due dates shall be determined by the Town and is based upon the design and installation schedule of the Mural Public Art project. The Town and United Arts will give a 30-day notice to the Artist of deliverables due dates or changes in due dates.

The Artist agrees to adhere to the following suggested schedule:

DATE	SCHEDULE
X	Contract Execution Payment #1 (\$5,000.00) upon execution of contract
X	Mural Design Mural Design Review Approval by Town Staff Notice to proceed with installation
X	Installation Installation Inspection Notice of Installation Completion Payment #2 (\$5,000.00) upon completion of installation and successful inspection

Item Title:

Fee-in-lieu request for 103 ft of roadway improvements on Wendell Boulevard (Charthouse Self-Storage lot).

Board of Commissioner Meeting:

Monday, January 13, 2020

Specific Action Requested:

Discuss and take action on a fee-in-lieu request related to partial roadway improvements along 103 linear feet of Wendell Blvd, near the intersection of Charthouse Drive.

Item Summary:

In July of 2018, Construction plans were approved for the Wendell Builders Supply business at 2505 Wendell Boulevard. One site improvement required by the Department of Transportation (DOT) as part of this development included the addition of dedicated left turn lane and a wider shoulder to assist with right turning movements on Wendell Boulevard. Since this site contained an existing business in operation, a bond was provided to DOT to guarantee the roadway improvements. This work has not been completed to date, but the bond is still in effect. No additional Certificates of Occupancy will be issued along Charthouse Drive until these improvements have been constructed.

Following the Wendell Builders Supply site approval, a Conditional District Master Plan revision was approved by the Town Board to permit a Self-Storage facility to locate on the opposite corner from Wendell Builder's supply, addressed as 709 Charthouse Drive. The development of this site would require separate roadway improvements according to Wendell's Unified Development Ordinance, along the site's frontage.

The applicant's fee in lieu request does not impact the DOT required improvement, but rather represents the difference between the widening already scheduled to occur and the additional widening/improvements which Wendell's regulations would require along 103 feet of Wendell Blvd.

Wendell's cross-section would call for a bike lane and curb and gutter, in addition to the minor widening already required by DOT. Since the original improvements are not yet in place, and the length of improvements is so short (103 feet), the applicant is requesting to pay a fee in lieu of these additional improvements in the amount of \$17,520.

If approved, the fee in lieu of roadway improvements would be due prior to staff signing the Final Development Plan for the self-storage facility.

Staff Recommendation:

The fee in lieu request and estimate have been reviewed by the Town engineer for accuracy and completeness. Currently there is no curb and gutter, storm drains, or bike lanes along this section of Wendell Boulevard. Right-of-way has already been dedicated based on the Town's ultimate cross-section. The applicant would still be installing sidewalk along Wendell Boulevard as part of his project.

Based on the limited length of improvement and the additional complications resulting from coordinating the Town's required improvements for the self-storage facility with DOT's requirements related to Wendell Builders Supply, staff recommends approval of a fee-in-lieu request. Approval of the request would permit these funds to be used by the Town to support roadway improvements in higher priority areas of Town as part of a larger, complete project.

Attachments:

- A. Fee in lieu request Letter
- B. Fee in lieu calculation summary
- C. Roadway Exhibit



8771-B Cleveland Rd Clayton NC 27520 - P.919-291-2135

12/31/2019

Dear Wendell Board of Commissioners,

As the owner and developer of the Charthouse Self Storage project I am requesting to pay a Fee-in-lieu for the street improvements associated with the adopted 3-Lane Major Thoroughfare section on Wendell Boulevard for the property's frontage. Payment of this fee-in-lieu will allow this relatively short section of improvements to be constructed as part of a larger project which will provide a more consistent cross section on this corridor.

The sum of the fee-in-lieu is \$17,520 as estimated by the provided Engineer's Opinion of Probable Cost estimate. This estimate has been reviewed and agreed upon by the Town's Engineer and Planning staff.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian D. Gower', with a long horizontal flourish extending to the right.

Brian D. Gower, Owner
Charthouse Holdings, LLC
Profile Construction, Inc.



WAKE LAND DESIGN, PLLC

**OPINION OF PROBABLE
COST OF
WENDELL BLVD PAYMENT-IN-LIEU**

PROJECT: CHARHOUSE SELF STORAGE
PREPARED BY: JASON G. MEADOWS P.E.

DATE: 12/30/2019

EX. WENDELL BLVD.

PROPERTY FRONTAGE 103 FT.

1/2 EX. PAVEMENT WIDTH 12.5 FT.

WENDELL BLVD. ULTIMATE SECTION
(3-LANE UNDIVIDED)

1/2 REQUIRED PAVEMENT WIDTH 25.5 FT.
(VARIES - SEE PLAN)

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
STREET IMPROVEMENTS				
Catch Basins	1	EA	\$3,200.00	\$3,200
30" Curb and Gutter	103	LF	\$22.50	\$2,318
18" RCP Storm Drainage	91	LF	\$66.00	\$6,006
Common Excavation	42	CY	\$18.00	\$756
Erosion Control, Seeding, and Mulching	1	LS	\$1,500.00	\$1,500
Traffic Control	1	LS	\$2,000.00	\$2,000
PAVING				
Asphalt Surface Layer (3" S9.5B)	44	SY-IN	\$4.80	\$213
Asphalt Binder Layer (4" I19.0B)	59	SY-IN	\$4.60	\$272
ABC Stone (10")	74	SY-IN	\$5.70	\$421
CONSTRUCTION COST				\$16,685
5% MOBILIZATION				\$834
TOTAL				\$17,520

Notes:

The Engineer has no control over the cost of labor, materials, or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable cost prepared herein.



WAKE LAND DESIGN, PLLC
CIVIL ENGINEERING
PROJECT MANAGEMENT
LAND PLANNING
RALEIGH ZONING SPECIALISTS

NC LICENSE P-1839
PHONE: 919-889-2614
EMAIL: JASON@WAKELANDDESIGN.COM
P.O. BOX 418
CLAYTON, NC 27528



Subconsultants

Client
PROFILE Construction
PROFILE CONSTRUCTION INC.
8771-B CLEVELAND SCHOOL RD.
CLAYTON, NC 27529

Project
CHARTHOUSE INDUSTRIAL PARK PHASE III LOT 4

Process
CONSTRUCTION DRAWINGS

Revisions		
Number	Description	Date
1	COUNTY AND WENDELL COMMENTS	8/28/19

Approvals

Drawing Title
SITE PLAN

Sheet Number
CE-2

Date Issued 6/11/19

CHARTHOUSE DRIVE
31' B-B CURB AND GUTTER
60' PUBLIC RW
BM 2017 PG 1044

NC STATE ROAD 68(2011)



Wendell Arterial and Collector Street Plan
Wendell, Wake County, NC

Figure 24: Major Thoroughfare, 4 Lane Divided Cross-Section

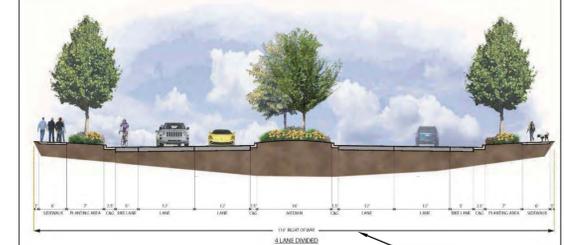


Table 9: Major Thoroughfare, 4 Lane Divided Cross-Section

Class	ADT Range	Cross-Section	Bike Lanes	Sidewalks	Speed Limit (mph)	ROW (feet)	Approximate Construction Cost per Linear Foot*
Major Thoroughfare	12k+	4 lane divided	Yes	Yes	45	110	\$2,600

*approximate costs are for facilities on new location per linear foot of roadway centerline and do not include design or ROW

September 2015



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WENDELL BLVD. - FEE-IN-LIEU:

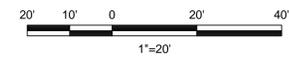
1. THE APPLICANT IS REQUESTING TO PAY FEE-IN-LIEU FOR THE 103 LF OF FRONTAGE ALONG WENDELL BLVD. WHICH IS CLASSIFIED AS A MAJOR THOROUGHFARE, 3-LANE DIVIDED. FEE-IN-LIEU WILL BE ESTIMATED BASED ON THE EXISTING STREET SECTION AND PAVEMENT WIDTHS AT TIME OF FINALIZING PERMITTING FOR THIS PLAN.

- LEGEND**
- BM BOOK OF MAPS
 - DB DEED BOOK
 - PG PAGE
 - N/F NOW OR FORMERLY
 - R/W RIGHT OF WAY
 - EIP EXISTING IRON PIPE
 - EMAG EXISTING MAG NAIL
 - EPK EXISTING PK NAIL
 - ERRS EXISTING RAILROAD SPIKE
 - ENAIL EXISTING NAIL FOUND
 - ERF EXISTING RAIL FOUND
 - EOM EXISTING CONCRETE MONUMENT
 - IPS IRON PIPE SET
 - MAG MAG NAIL SET
 - CP COMPUTED POINT
 - RCP REINFORCED CONCRETE STORM PIPE
 - PP POWER POLE
 - GUY GUY ANCHORS

- ⊙ EXISTING POWER POLE
- ⊙ EXISTING FIRE HYDRANT
- ⊙ PROPOSED FIRE HYDRANT
- ⊙ EXISTING WATER VALVE
- ⊙ PROPOSED WATER VALVE
- ⊙ EXISTING WATER METER
- ⊙ PROPOSED WATER METER
- ⊙ EXISTING HOT BOX
- ⊙ PROPOSED HOT BOX
- ⊙ EXISTING MANHOLE
- ⊙ PROPOSED MANHOLE
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LINES NOT SURVEYED
- EASEMENT LINES
- OVERHEAD ELECTRICAL LINES
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING STORM DRAINAGE LINE
- PROPOSED STORM DRAINAGE LINE

EX. CENTERLINE
NEW LANE STRIPING (TYP)
NEW EDGE OF PAVEMENT (TYP)

WENDELL DEVELOPMENT GROUP LLC
DB 13768, PG 596
PIN: 1784-25-1803



Item Title:

Adoption of the Wake County Multi-Jurisdictional Hazard Mitigation Plan.

Report to Board of Commissioners:

Monday, January 13, 2020

Report to the Planning Board:

Monday, December 16, 2019

Specific Action Requested:

Discuss and take action on the adoption of the Wake County Multi-Jurisdictional Hazard Mitigation Plan.

Item Summary:

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000), which requires state and local governments to develop hazard mitigation plans as a condition for federal mitigation grant assistance. These funds are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security, and include:

- the Hazard Mitigation Grant Program (HMGP),
- the Pre-Disaster Mitigation Program (PDM), and
- the Flood Mitigation Assistance Program (FMA).

DMA 2000 also requires that jurisdictions update their hazard mitigation plans every five years. If the approved hazard mitigation plan expires and a new one is not adopted, that jurisdiction is not able to pursue federal funding for which a current hazard mitigation plan is a prerequisite.

In 2014, Wake County and most of the municipalities within the County joined together to develop the first Wake County Multi-Jurisdictional Hazard Mitigation Plan. Previously, each jurisdiction had developed its own, individual Hazard Mitigation Plan. The 2014 Multi-Jurisdictional Hazard Mitigation Plan will expire in January 2020. In order to remain compliant with federal regulations, the Wood Company was contracted by the North Carolina Division of Emergency Management to complete the 2020 – 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan.

The general purpose of the plan is to protect life and property by reducing the potential for future damages and economic losses that result from natural hazards, allow the participating communities to qualify for pre and post-disaster grant funding, facilitate recovery and redevelopment following

disaster events, demonstrate a firm local commitment to hazard mitigation principles, and comply with state and federal requirements for disaster recovery and mitigation funding.

The 2020 - 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan includes an Action Plan for each jurisdiction. The Town of Wendell's Plan is listed in Annex L, which is included in the Wake County Multi-Jurisdictional Hazard Mitigation Plan Complete Review Draft (link below) starting on page 455. The Action Plan includes action items that reduce the Town of Wendell's vulnerability to the effects of natural hazards. The Action Plan is the core of the Hazard Mitigation Plan and includes an outline of mitigation actions by each department, priority, and target date of completion. The Plan recommends an annual report outlining progress on Mitigation Action Implementation. The annual report ensures that goals and objectives continue to address current and expected conditions. The link to the Complete Draft of the Wake County Multi-Jurisdictional Hazard Mitigation Plan is below:

http://www.wakecountyhmp.com/assets/pdf/documents/Draft_Documents/Wake%20County%20Complete%20Review%20Draft_Revised.pdf

Wendell's current Hazard Mitigation Plan is set to expire on January 28th, 2020. Adoption of the updated plan will keep Wendell compliant with North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Planning Board Recommendation:

At their December 16, 2019 meeting, the Planning Board voted 8-0 in favor of adopting the Wake County Multi-Jurisdictional Hazard Mitigation Plan.

Voting in Favor: Victoria Curtis, Ryan Zakany, Allen Swaim, Jimmena Huffman-Hall, Jonathan Olson, Michael Firstbrook, Levin Jones and Brett Hennington.

Voting Against: None

Absent: None

Staff Recommendation:

Staff recommends approval and adoption of the 2020 - 2025 Wake County Multi-Jurisdictional Hazard Mitigation Plan.

Attachments:

- A. Resolution for Adoption
- B. FEMA approval letter
- C. Town of Wendell's Action Plan



TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION TO ADOPT THE WAKE COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

RESOLUTION NO.: R-06-2020

WHEREAS, the Town of Wendell is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the Town of Wendell desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Town Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Town Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Town of Wendell; and

WHEREAS, the Town of Wendell, in coordination with Wake County, Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Raleigh, Rolesville, Wake Forest and Zebulon has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Wake County Multi-Jurisdictional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures;

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

1. Adopts the Wake County Multi-Jurisdictional Hazard Mitigation Plan; and



TOWN OF WENDELL

NORTH CAROLINA

2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Duly resolved this 13th day of January 2020, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard
Town Clerk

U. S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

October 16, 2019

Mr. Steve McGugan
State Hazard Mitigation Officer
Assistant Director / Mitigation Section Chief
Division of Emergency Management
NC Department of Public Safety
1636 Gold Star Drive
Raleigh, NC 27607

Reference: Multi-jurisdictional Hazard Mitigation Plan: Wake County

Dear Mr. McGugan:

This is to confirm that we have completed a Federal review of the draft Wake County Multi-jurisdictional Hazard Mitigation Plan for compliance with the Federal hazard mitigation planning requirements contained in 44 CFR 201.6(b)-(d).

We have determined that the Wake County Multi-jurisdictional Hazard Mitigation Plan is now compliant with Federal requirements, subject to formal community adoption. Upon submittal of a copy of documentation of the adoption resolution(s) to our office, we will issue formal approval of the Wake County Multi-jurisdictional Hazard Mitigation Plan. Please have Wake County submit a final copy of their Plan, without draft notations and track changes.

If you or the participants in the Wake County Multi-jurisdictional Hazard Mitigation Plan have any further questions or need any additional information please do not hesitate to contact Shemeeka Hopkins, of the Hazard Mitigation Assistance Branch, at (770) 220-8788 or Edwardine S. Marrone, of my staff, at (919) 825-2297.

Sincerely,

A handwritten signature in blue ink that reads "Kristen M. Martinenza".

Kristen M. Martinenza, P.E., CFM
Branch Chief
Risk Analysis
FEMA Region IV

ANNEX L: TOWN OF WENDELL

L.5 MITIGATION STRATEGY

Town of Wendell											
Action #	Description	Goal	Objective	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
Prevention											
P-1	Install generators as needed at lift stations.	3	2	All	High	City of Raleigh Public Utilities	To be determined	Internal	3-5 years	Not Started – Carry Forward	No funds were budgeted by CORPUD for this since 2014, but a new pump station is planned south of Hollybrook Rd, which would require a generator.
P-2	Amend the Town's Water Allocation Policy to add a new point category for voluntarily increasing undisturbed riparian buffer protections from 50 to 100 feet around Neuse perennial streams	4	1	Flood, Dam Failure, Hurricane	High	Wendell Planning	\$0	N/A	1 year	New	N/A
P-3	Add environmentally sensitive and hazard areas to the Future Land Use Map and adopt updated Comprehensive Plan, which will allow environmental conditions and hazard areas to guide zoning and density decisions.	4	2	Flood, Dam Failure, Hazardous Materials Incident, Radiological Incident, Terrorism	High	Wendell Planning	\$120,000	Town of Wendell	2-3 years	New	N/A
P-4	Consider amendments to the UDO to establish minimum ingress/egress standards for new residential development based on density/# of lots	4	1	Earthquake, Flood, Dam Failure, Hurricane, Wildfire, Tornado, Severe Winter Storm, Hazardous Materials Incident, Radiological Incident, Terrorism	High	Wendell Planning	\$0	N/A	1 year	New	N/A
P-5	Encourage the use of low-impact development techniques through amendments to the Town's Water Allocation Policy	4	1	Flood, Dam Failure, Hurricane	High	Wendell Planning	\$0	N/A	1 year	New	N/A
P-6	Consider regulations to regulate clear-cutting to help control erosion from construction sites	4	1	Flood, Drought	Moderate	Wendell Planning	\$0	Town of Wendell	2-3 years	New	N/A
P-7	Evaluate potential changes to the Town's Arterial and Collector Street Plan to minimize adverse impacts to environmentally sensitive areas due to new roadway construction or widening	4	2	Flood	Moderate	Wendell Planning	\$500	Town of Wendell	2-3 years	New	N/A
Natural Resource Protection											
NRP-1	Perform environmental asset mapping in order to identify areas most key for preservation and potential acquisition due to an array of environmental factors	2	2	Flood, Drought	Moderate	Wendell Planning	\$10,000	Town of Wendell	2-3 years	New	N/A
NRP-2	Evaluate policy regarding greenway dedication requirements in order to expand greenway network and further protect riparian corridors	4	2	Flood	High	Wendell Planning	\$0	Town of Wendell	2-3 years	New	N/A
Structural Projects											
SP-1	Perform improvements to existing open drainage device near intersection of 1st St & Pine St. to increase total water volume & flow	3	1	Flood	Moderate	Wendell Public Works	\$5,000	Town of Wendell	3-5 years	New	N/A
Emergency Services											
ES-1	Make electrical improvements in the downtown in order to help ensure continuity of service during extreme weather	3	1	Severe Weather, Severe Winter Storm, Hurricane	High	Wendell Public Works	\$5,000	Town of Wendell	2-3 years	New	N/A
ES-2	Develop Adverse Weather Plan Map for Public Works crew	2	1	Severe Weather, Severe Winter Storm, Hurricane	High	Wendell Planning	\$0	N/A	1 year	New	N/A
ES-3	Evaluate potential locations for a future Public Works debris site, to accommodate debris associated with natural hazards	2	2	All	Moderate	Wendell Public Works	\$0	Town of Wendell	3-5 years	New	N/A
ES-4	Provide written after-action report of response to severe weather and hazard events to include recommendations for process improvements and improve planning for future disasters	2	2	All	Moderate	Wendell Police Dept.	\$0	Town of Wendell	2-3 years	New	N/A

ANNEX L: TOWN OF WENDELL

Town of Wendell											
Action #	Description	Goal	Objective	Hazard(s) Addressed	Relative Priority	Lead Agency/ Department	Estimated Cost	Potential Funding Sources	Implementation Schedule	2019 Status	Status Comments/Explanation
ES-5	Secure and utilize visual warning barricades for vehicular and pedestrian traffic to block properties, roadways, etc. for public safety during or following hazard events	2	1	All	Moderate	Wendell Public Works	\$2,000	Town of Wendell	3-5 years	New	N/A
ES-6	Conduct periodic training exercises, related to higher-risk hazard threats identified by the Hazard Mitigation Plan	2	2	All	Moderate	Wendell Police Dept.	\$500	Town of Wendell	2-3 years	New	N/A
ES-7	Work with Wake County and the City of Raleigh to operate and update the County's Master Address Repository program, which will support emergency response following hazards.	2	2	All	High	Wendell Planning	\$0	Town of Wendell	2-3 years	New	N/A
Public Education and Awareness											
PEA-1	Modify the Town's "Tell Wendell" webpage application to allow citizens to report flood issues and create a tracking mechanism for the Town	1	2	Flood	High	Wendell Planning	\$0	Town of Wendell	2-3 years	New	N/A
PEA-2	Incorporate Hazard Awareness class into the Track-Out Camp run by the Wendell Parks & Recreation Dept.	1	1	Flood, Earthquake, Extreme Heat, Drought, Hurricane, Severe Weather, Severe Winter Storm, Tornado	Moderate	Wendell Parks and Recreation	\$0	Town of Wendell	2-3 years	New	N/A
PEA-3	Post warning signage at local parks for lightning	1	2	Severe Weather	High	Wendell Parks and Recreation	\$500	Town of Wendell	2-3 years	New	N/A
PEA-4	Facilitate community outreach and distribution of educational materials regarding hazard awareness to the community, to include participation at community events such as Public Safety Day.	1	1	All	Moderate	Wendell Public Works	\$500	Town of Wendell	2-3 years	New	N/A
PEA-5	Perform Continuing Education Training for select Public Works personnel as it relates to state storm water regulations	2	2	Flood	High	Wendell Public Works	\$1,200	Town of Wendell	2-3 years	New	N/A

Date: January 13, 2020

Item # 7a

Item Title:

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

Specific Action Requested:

No updates are scheduled for this meeting.

Attachments:

None

Date: January 13, 2020

Item # 8

Item Title:

Commissioners' Reports.

Specific Action Requested:

None

Attachments:

None

Date: January 13, 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