

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

The Wendell Town Board of Commissioners held their regularly scheduled meeting on Monday, January 27, 2020, 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, Joe DeLoach, and Philip Tarnaski

ABSENT:

STAFF PRESENT: Town Manager Marc Collins, Town Clerk Megan Howard, Assistant to the Manager Stephanie Smith, Town Attorney Jim Cauley, Planning Director David Bergmark, Public Works Director Brian Bray, and Police Chief Bill Carter.

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

Wendell Middle School Student, Jaeden Crandle led the Pledge of Allegiance.

Errol Briggerman of the Wendell Council of Churches provided the invocation and mentioned the following events at Wendell Baptist Church:

- The Red Cross Blood Drive and Science Fair was a huge success
- March 14, 2020 is Wendell Baptist's BBQ from 11 am to 3 pm to fundraise for mission trips.

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION

Mover: Mayor Pro Tem John Boyette moved to pull Item 3c from the Consent Agenda and move it to Item 7a in Other Business and to add Item 3f to the Consent Agenda: Committee Assignments for the Remainder of Calendar Year 2020.

Vote: 5-0

ACTION

Mover: Mayor Pro Tem John Boyette moved to approve the Agenda, as amended.

Vote: 5-0

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.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

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

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

3. CONSENT AGENDA

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

- 3a. Wake County Tax Report, January 6, 2020
- 3b. Town of Wendell Personnel Policy Update
- ~~3c. Amendment to the Town of Wendell Logo Licensing Agreement~~
This item was moved to "Other Business" as item 7a.
- 3d. Economic Development Strategic Plan
- 3e. Approval of Resolution directing the Clerk to Investigate a Non-contiguous Annexation for 38.99 acres located at 1425 Eagle Rock Rd and identified by PIN Number 1773-88-6927.
- 3f. Committee Assignments for Remainder of Calendar Year 2020**

Item 3f was added to the Consent Agenda as follows:

CAMPO:

Primary: Mayor Gray; Alternate: Mayor Pro Tem John Boyette

East Wake Senior Center:

Primary: Commissioner Joe DeLoach; Alternate: Commissioner Jon Lutz

NCLM:

Primary: Commissioner Jason Joyner; Alternate: Commissioner Jon Lutz

Volunteer Fire:

Primary: Commissioner Jason Joyner; Alternate: Commissioner Jon Lutz

TRC:

Primary: Mayor Pro Tem John Boyette; Alternate: Commissioner Joe DeLoach

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Fire Commission:

Primary: Lucius Jones

TJCOG:

Primary: Commissioner Philip Tarnaski; Alternate: Commissioner Joe DeLoach

ACTION

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

Vote: 5-0

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4a. Recognition of Wendell Middle School Teacher, Burgandy Trimmer
Speaker: Mayor Virginia Gray

Mayor Gray presented the following recognition:

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

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

Mrs. Trimmer thanked the Mayor and her colleagues for the recognition. She invited

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

anyone to come see a Wendell Middle Production—a Talent Show is this Friday and there will be a Hairspray Jr. play in April.

- 4b. Wake County 2020 Reappraisal Results
Speaker: Wake County Tax Administrator Marcus Kinrade

Wake County Tax Administrator Marcus Kinrade presented the following to the Board:



**2020
Reappraisal
Results**



What is Reappraisal?

The process of updating Wake County's real property values to reflect fair market value as of January 1, 2020

2

- ▶ **Fair market value** is the most probable price a property would bring in an open and competitive market. A hypothetical sale.
- ▶ **The last countywide reappraisal** was conducted 4 years ago with an effective date of January 1, 2016.
- ▶ **Wake County transitioned** from an 8-year to a 4-year reappraisal cycle in the Spring of 2016.

3

Why Perform a Reappraisal?

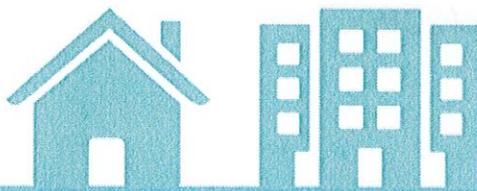
- ▶ **Required by NC General Statutes**
North Carolina law requires all counties to reappraise real property at least once every 8 years.
- ▶ **Equity and Fairness**
Reappraisal reestablishes the fairness of the tax burden between properties which typically change in value at different rates by location and property type.

4

Reappraised Every 4 Years

85% of the property tax base

- ▶ All residential, commercial and rural farm land throughout Wake County and all improvements to the land.



5

Appraised Annually

15% of the property tax base

- ▶ **Business personal property**
 Business equipment, computers, desks, chairs, machinery, equipment
- ▶ **Individual personal property**
 Cars and trucks, boats, aircraft, RV's, trailers
- ▶ **Public utilities property**
 Electric/nuclear power generation, gas companies, bus lines, railroads



6

Reappraisal Review Activity

Property Type	Office Reviews	Field Reviews
 Residential	287,000 parcels	51,000 parcels
 Rural	13,000 parcels	17,000 parcels
 Commercial	9,000 parcels	15,000 parcels

7

TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020

Cost Comparison - Contracts

2008	2016	2020 (anticipated)
\$9,000,000	\$7,100,000	\$5,850,532
325,000 parcels	360,000 parcels	395,000 parcels
\$27.69 per parcel	\$19.72 per parcel	\$14.81 per parcel

8

Cost Comparison - Permanent Staff

2016	2020
\$4,213,500	\$5,850,532
\$11.70 per parcel	\$14.81 per parcel
65 Staff	76 Staff
1 to 5,538 parcels	1 to 5,197 parcels

9

TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020

Administration Cost Paid by Town

To: Wake County

To: NCDMV

Collected: \$2.93 million

Collected: \$465,500

Paid: \$5,875

Paid: \$11,950

Rate: 0.2%

Rate: 2.5%

10

2020 Reappraisal Results - Overall

Wake County Property

Overall Change



Residential

20%



Commercial

33%



Total

24%

11

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Reappraisal History - Countywide

	1992	2000	2008	2016	2020
Total Parcels	165,000	230,000	325,000	360,000	395,000
Single Family	105,000	150,000	258,000	283,700	312,000
% Change from Reappraisal	43%	43%	40%	5%	24%
Taxable Value Post Reappraisal	\$21B	\$43B	\$94B	\$118.3 B	\$162.2 B
Taxable Value After Growth (New Construction)	\$30B	\$67B	\$112.3 B	\$131.3 B	

12

2020 Reappraisal Results - Wendell

Wendell Property	Overall Change
 Residential	22%
 Commercial	40%
 Total	26%

13

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Jurisdictional Percent Change

	Residential Change	Commercial Change	Overall Change
Angier	20%	35%	22%
Apex	18%	31%	21%
Cary	18%	28%	21%
Durham	20%	51%	37%
Fuquay Varina	21%	32%	23%
Garner	23%	32%	27%
Holly Springs	18%	31%	20%
Knightdale	25%	36%	29%
Morrisville	22%	31%	27%
Raleigh	23%	36%	28%
Rolesville	13%	15%	13%
Wake Forest	15%	26%	17%
Wendell	22%	40%	26%
Zebulon	28%	28%	28%
Unincorporated	16%	29%	17%
Wake County Overall	20%	33%	24%

14

Residential Value Drivers – Countywide

Value Range	Total % Change
Over \$1 million	3%
\$700 k to \$1 million	8%
\$450 k to \$700 k	12%
\$250 k to \$450 k	17%
Less than \$250 k	31%
Overall	20%
Higher demand at lowest price point	

15

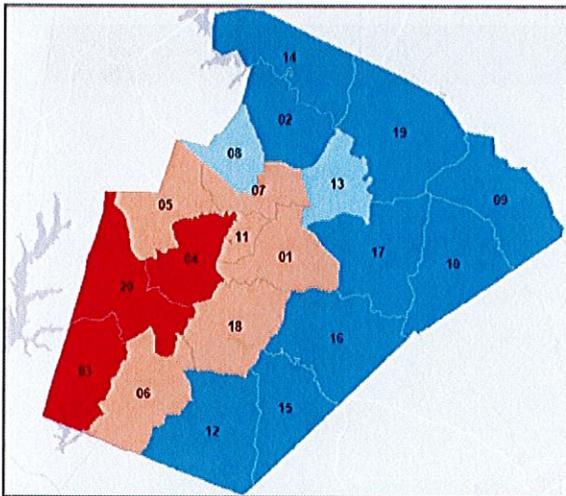
**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Wendell Residential Unit Count, Value Change

Value Range	Unit Count	(% Chg)
Over \$1 million	0	
\$700 k to \$1 million	0	
\$450 k to \$700 k	4	(3%)
\$250 k to \$450 k	536	(8%)
Less than \$250 k	2,544	(30%)
Total	3,084	(22%)

16

Residential Property Value Change by Township - 2016

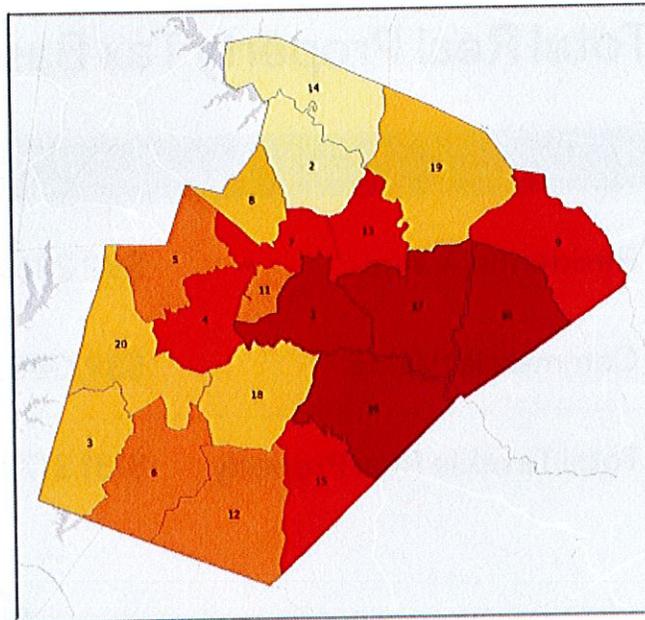
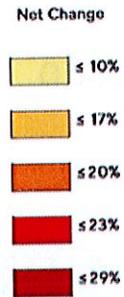


Township	Change	Township	Change
03	18%	08	-1%
04	6%	12	-3%
20	5%	02	-4%
11	3%	16	-5%
01	3%	15	-5%
06	2%	19	-7%
07	1%	17	-7%
05	1%	09	-8%
18	1%	10	-9%
13	-1%	14	-14%

17

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

**Residential Property
Value Change by
Township - 2020**



18

Commercial Value Drivers - Countywide

Property Type	Total Change
Hotels	48%
Apartments	45%
Industrial	31%
Service Garage	26%
Office	25%
Restaurant	24%
Retail	16%

19

TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020

Total Real Property Tax Base (Pre)

2020/2021 Real Property Tax Base Prior to Reappraisal

Residential Value	\$92,236,450,000	70%
Commercial Value	\$39,080,659,000	30%
<hr/>		
Total Taxable Real Property	\$131,317,109,000	



20

Total Real Property Tax Base (Post)

2020/2021 Real Property Tax Base After Reappraisal

Residential Value	\$110,288,494,750	68%
Commercial Value	\$51,877,918,400	32%
<hr/>		
Total Taxable Real Property	\$162,166,413,150	



21

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

**Wendell Real Property Tax Base
Prior to reappraisal, without 2020 new construction**

2020/2021 Real Property Tax Base Prior to Reappraisal

Residential Value	\$ 560,310,000	81%
Commercial Value	\$ 129,915,000	19%
<hr/>		
Total Taxable Real Property	\$ 690,225,000	



22

**Wendell Real Property Tax Base
Reappraised, without 2020 new construction**

2020/2021 Real Property Tax Base After Reappraisal

Residential Value	\$ 697,775,000	80%
Commercial Value	\$ 169,925,000	20%
<hr/>		
Total Taxable Real Property	\$ 867,700,000	



23

NC Property Tax Relief Programs

- ▶ Elderly or Disabled - 65 or total and permanent disability and income below \$31,000 or \$46,500 depending on program.
- ▶ Disabled Veteran - Total service connected disability and discharged under honorable conditions (or unmarried surviving spouse.
- ▶ 2020 Applications due by June 1
Call (919) 856-5400
wakegov.com/tax/relief

24

Project Schedule 2020

January 14

- New values viewable on the Wake County website
- Notices mailed to property owners
- Start Informal appeals (7% expected or 27,650)

FEB. • Submit pool of qualified BOER candidates for BOC review

FEB. • Appoint 2020 BOER members

APR. • Begin BOER hearings

MAY • BOER Adjourns from receiving additional appeals

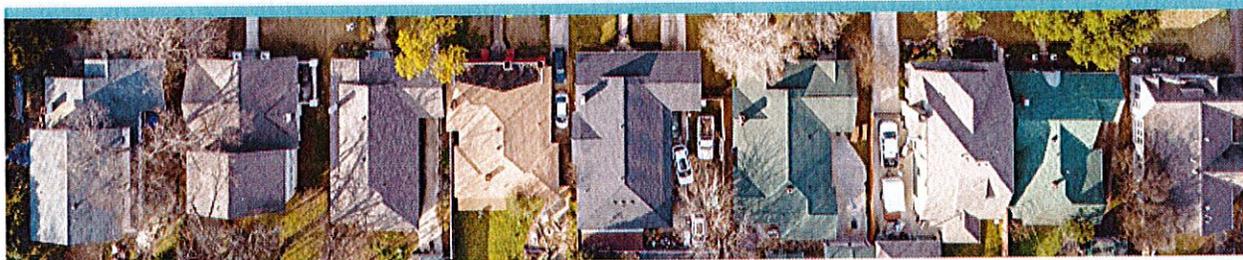
JUN. • Adopt FY21 budget, set FY21 tax rate

25

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**



Wake County Tax Administration
919-857-3800
reappraisal@wakegov.com
wakegov.com/taxportal



Mr. Kinrade said that Wake County is accepting appeals now to make sure there are no data errors. On March 2nd, the Board of Equalization and review will begin accepting applications for more formal appeals until May 28th, 2020. Mr. Kinrade said the county will go through the Budget process this spring and the Town has to publish a revenue neutral tax rate in its budget, which is budget-specific, not property-specific. Mr. Kinrade offered to answer any questions from the Board.

Commissioner DeLoach thanked Mr. Kinrade for coming.

Mayor Gray asked for a copy of the powerpoint that was presented.

Commissioner Joyner said the Board will get the contact information that Mr. Kinrade left with the clerk out to citizens.

- 4c. Town of Wendell Interlocal Agreement with PEG Media Partners
Speaker: PEG Media Partners Studio Director Gary McConkey

PEG Media Partners Studio Director Gary McConkey presented the following report to the Board:

Item Summary:

Gary McConkey, PEG Media Partners Studio Director will present the updated Interlocal Agreement with PEG Media Partners for East Wake Television. East Wake Television was established more than 15 years ago between Knightdale, Wendell & Zebulon

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

through an Interlocal Agreement. Rolesville was then added. Clayton and Garner contracted with East Wake Television to operate their cable TV channels.

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

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

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

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

Gary offered to answer any questions that the Board might have.

No questions were asked.

- 4d. Parking Ordinance Amendment Presentation
Speaker: Town Manager Marc Collins

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

Item Summary:

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

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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Marc offered to answer any questions that the Board might have.

Mayor Pro Tem Boyette said that he was very happy to see this and said that, in these neighborhoods, where the HOA has been doing the enforcement, and the Town is looking to take it over, has the HOA been doing enforcement and how can the Town monitor enforcement? Mr. Boyette also asked if parking areas are going to be marked.

Mr. Collins said that the HOA enforces currently by towing vehicles and there is an education through social media and through property owners receiving restrictive covenants. Marking of the streets will be done per the Town's general statute requirements, whether that's general signage throughout the development or if it's through some other overlay design, that would be left in the details of the ordinance, which he is open to direction on. From a general design standpoint, Mr. Collins said that you try to balance tremendous amount of sign clutter throughout your residential neighborhoods and streets versus the ability for people to know when they can and can't park on different streets. He said that nothing is changing from where people can park now, it's just a change in who is enforcing.

Commissioner Joyner asked how the Town would go about the towing process.

Mr. Collins said that the Town has a towing rotation that it uses. If there is a repeat offender or someone that is parking in a manner that creates a public safety concern, those more extreme conditions tend to be when a Town tows. Initially there would be a public education period to put out the word and mail out what's changing, who your contact persons are so that there is that attempted awareness from an enforcement standpoint.

Commissioner Tarnaski asked if the HOA would no longer be maintaining roads after this is enacted.

Mr. Collins said that if it's a privately dedicated road, they would remain the maintenance and enforcement entity. Any road on a recorded plat in a subdivision that is a publicly dedicated road, once it's accepted into the public roads system, the Town would accept that maintenance responsibility. These roads would be local roads in Wendell Falls. This would also allow the Town's Police force to be more active in enforcement of state driving requirements regarding speed and safety concerns.

- 4e. Special Events Policy Presentation
Speaker: Assistant to the Manager Stephanie Smith

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

Item Summary:

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

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

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

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

Stephanie offered to answer any questions that the Board might have.

Town Manager Marc Collins thanked staff for spending a lot of time working on the Communications Plan and Special Events Policy. He said that updating this process was listed in the Town's Strategic Plan.

- 4f. Snap Shot Reports for November and December 2019
Speaker: Town Manager Marc Collins

Town Manager Marc Collins offered to answer any questions that the Board might have regarding the Snap Shot Reports.

Commissioner Joyner asked if the Board could get more information about Police CIT Officers and Training at a future meeting.

Mr. Collins agreed.

5. PUBLIC HEARINGS

No Public Hearings

6. ADMINISTRATIVE ITEMS

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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

Item Summary:

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

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

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

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

David offered to answer any questions the Board might have.

Mayor Pro Tem Boyette asked if these updates would be similar to the ones made at Alexander Place.

Mr. Bergmark said they would be similar.

Mr. Boyette said the apartments at Alexander Place and their upgrades were done very well and it's time for Crestfield Apartments to have upgrades and ADA improvements.

Town Attorney Jim Cauley said that there is no financial commitment or obligation on these bonds, they're a legal prerequisite because they're in the Town's jurisdiction.

Commissioner Joyner asked how the Town came about this.

Mr. Bergmark said that Don Brown with Volunteers of America reached out requesting Board approval for this project and they put together this resolution for the Town. Staff also reached out to County staff.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Mr. Joyner said that this would be great to happen as a continual process for other neighborhoods in Town.

Mr. Bergmark said that he would communicate that to the applicant.

Town Manager Marc Collins said that the new Wake County Housing Department is keeping better data of when the old bonds and projects are expiring and are encouraging these projects, routinely.

ACTION:

Mover: Commissioner Jon Lutz moved to approve the resolution authorizing Wake County Housing Authority to finance work on the Crestfield Apartments through the issuance of multifamily housing revenue bonds.

Vote: 5-0

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. Logo Licensing Agreement Policy

The following Logo Licensing Agreement Policy Amendment was moved to Other Business to be discussed by the Board:

**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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

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

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

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

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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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

Marvin "Marc" Collins

Town Manager

Town of Wendell

15 East Fourth Street

Wendell, NC 27591

919-365-4450

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

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.

Town Manager Marc Collins offered to have staff answer any questions that the Board might have.

Commissioner Joyner asked for clarification that the only amendment that has been made to the Policy was that exemptions could be made for businesses in the DMX.

Assistant to the Manager Stephanie Smith confirmed.

Commissioner DeLoach said the Town spent money to have the logo done and have protected its interest in processing the Trademark. He asked what kind of time, money and effort was put into this.

Ms. Smith said that effort was made to create and trademark the logo, which was extensive paperwork and financial investment that was done previously.

Mr. DeLoach said that he talked with business owners in and outside of downtown. He thinks that since the Town owns the logo, no businesses he talked to had an issue with compensation being made to the Town if they're selling items with that logo. He said that the policy doesn't stop anyone from promoting the Town or sharing the logo in any way, with permission to use it. Mr. DeLoach said that if someone is making money off of the logo, it's different. He said he was okay with leaving it the same as it was prior to the amendment being added, by requiring compensation.

Mr. Joyner said that he agreed with Mr. DeLoach. He said that people should pay to use the brand of the Town.

Commissioner Jon Lutz said that he had no problems with the original proposal. He seconded Mr. DeLoach's sentiments as far as fees should be required for selling the Town's logo. He said he felt there wasn't a problem with waiving fees at the discretion of the Board, but he did have an issue with the wording making it seem like a given right and restricting it to businesses downtown in the DMX. He said he would open it up to

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

the whole town and allow the Board to waive at its own discretion. He said that if the Board was to be presented with a waiver request, it had to be proven as a necessity for maintaining the success of a business, which would require bookkeeping being shared, and businesses wouldn't want to share that information in open session. He said if the Town wanted to include the amendment, he would change the language to this affect.

Mayor Gray asked how the DMX language ended up in the amendment.

Town Manager Marc Collins said he looked at existing Board policy saying to have a vibrant, economically diverse downtown that encourages growth. He said there was clear policy in the past to incorporate downtown as a sense of place. To have businesses invest in marketing the Town by using the logo, if they come to the Board to provide an approved product line that's approved by the Town, it would support that. He said that it's ultimately at the Board's pleasure to include the amendment or not.

Commissioner Joyner said he felt like the amendment should not include the amendment waiving DMX because businesses outside of downtown don't consistently benefit on foot traffic of Town events. He said he doesn't see an economic benefit to Mr. Lutz' comment and that this isn't a break the books kind of thing.

Commissioner Philip Tarnaski said he thinks that businesses should be able to promote Wendell at no charge.

Commissioner Joyner said there's a lot of businesses such as the Chamber, 41 North and others that promote the Town by using the logo without profiting on it. He said there's plenty of ways to promote the Town.

Mayor Pro Tem Boyette said he liked the policy as it was approved without the amendment at a prior meeting.

ACTION: No Action was taken.

8. COMMISSIONERS' REPORTS / COMMENTS

Commissioner Jason Joyner said that Wake County's website has a lot of information about reappraisals and whether citizens' reassessment rates are correct. He said that May 28th is the last date to ask for an appeal. Mr. Joyner thanked Town staff for the Organizational Retreat. He said that every decision isn't the end of the world and he thinks that decisions have been made to move forward and it's important to work together as a Town to continue to move forward.

Mayor Pro Tem Boyette encouraged citizens to reach out to the Board if they have issues with decisions being made. He said he thought the Organizational Retreat went well and he looks forward to the Budget Retreat and Go Pack.

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
JANUARY 27, 2020**

Commissioner Tarnaski thanked staff for the retreat and tour of Garner Town Hall.

Commissioner Jon Lutz said that one thing he saw that was a trend was that land is an important and valuable asset to the Town and seeing where the growth is coming, he urged citizens to take the time to look at these proposals and make sure they're useful to the Town. Mr. Lutz said that housing diversity is important and something that the Town needs and has a chance to take into account as development occurs. Mr. Lutz said the Wendell Rotary Club will be hosting the State of the Town at Town Hall on February 18th at 7:00 PM to hear about the past year and the coming year.

Commissioner DeLoach thanked Town staff for the retreat and thanked the Mayor and Assistant Manager of Garner. He said this coming Thursday is the Chamber of Commerce's Annual Banquet and encouraged people to purchase tickets. Mr. DeLoach said this Friday is the Methodist Church's pancake dinner from 5 to 7 p.m.

9. MAYOR'S REPORTS / COMMENTS

Mayor Gray welcomed new East Wake High School football coach, Dealton Cotton and said she can't wait to see what he does. She congratulated Wendell Creative Arts and Science Magnet Elementary School for being named a Magnet School of Excellence this past week. Mayor Gray said that Meet on Main's Board will be releasing the schedule after their meeting on Tuesday, January 28th. Mayor Gray said the Organizational Retreat was very productive and thanked Garner and Town staff for organizing and hosting.

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

ACTION:

Mover: Commissioner Jon Lutz moved to adjourn at 8:21 p.m.

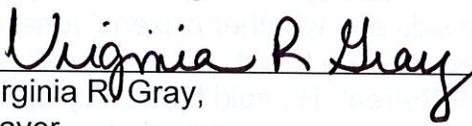
Vote: 5-0

Duly adopted this 10th day of February 2020, while in regular session.

ATTEST:



Stephanie Smith,
Deputy Town Clerk


Virginia R. Gray,
Mayor

