



Wendell Town Board of Commissioners

Board Room

15 E. Fourth Street, Wendell, NC 27591

Town Board Meeting Agenda

Monday, September 14, 2020 @ 7:00 PM

SPECIAL NOTICE

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

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

Public Comment period for the September 14, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their written public comment to the Town Clerk via email to mhoward@townofwendell.com or submit a request to call in and teleconference during the Board of Commissioners meeting by emailing their name, address, and phone number to the clerk via email by Friday, September 11th at 5 p.m.

CALL TO ORDER

- Welcome – Mayor Virginia Gray
- Pledge of Allegiance – Police Chief Bill Carter
- Invocation – Wendell 1st Baptist Church

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. PUBLIC COMMENT PERIOD

- The Public Comment period for the September 14, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their public comment to the Town Clerk via email to mhoward@townofwendell.com by Friday, September 11th at 5 p.m.

or

- Submit a request to speak over the phone during the Board of Commissioners meeting by emailing their name, address, and phone number to the clerk via email by Friday, September 11th at 5 p.m. The Clerk will provide the call-in phone number and provide three (3) minutes to speak on any non-public hearing item or topic.
- Questions or comments regarding specific agenda items may be directed to the contact person provided for the individual items on the agenda below for additional information before or after the meeting.

3. CONSENT AGENDA

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

3a. Adoption of the August 10, 2020 Town Board of Commissioners Meeting Minutes

Staff Contact: Town Clerk Megan Howard
mhoward@townofwendell.com

3b. Authorize the Town Manager to sign a one-year Extension of Town of Wendell participation in the Contract for Disaster Debris Monitoring Services between Wake County and HDR Engineering, Inc. of the Carolinas.

Staff Contact: Public Works Director Brian Bray
bbray@townofwendell.com

3c. Approve 2 Special-Called Meetings for Wednesday, September 16 and Thursday, September 17 from 6-8 p.m. for a Town Hall Project and Strategic Planning Work Session.

Staff Contact: Town Clerk Megan Howard
mhoward@townofwendell.com

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

4a. Introduction of Police Accreditation Manager Marie Pilotto

Staff Contact: Police Chief Bill Carter
bcarter@townofwendell.com

4b. Update on CALEA Law Enforcement Accreditation Process

Staff Contact: Police Chief Bill Carter
bcarter@townofwendell.com

4c. Presentation of Downtown Service Comparatives for Parking, Food Trucks, Electric Vehicle Charging, Lighting, and Solid Waste Service.

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

5. PUBLIC HEARINGS

PLEASE NOTE: Due to the current State of Emergency and in the interest of public health, the following accommodations will be made to allow public participation in public hearings, but no public attendance at Town Hall will be permitted. No Board action on public hearing items will occur if a virtual meeting is used to conduct the public hearing. The item will be continued and the public will have 24 hours from the end of the meeting to provide comments on the public hearing item.

- Public participation for public hearing items on the agenda for the September 14th, 2020 Board of Commissioners meeting shall be organized in advance. The public can submit their public hearing comments to the Town Clerk via email to mhoward@townofwendell.com up to 24 hours after the public hearing is held. Please provide your name, address, and the agenda item number with your comments. Copies of the written comments received by Friday, September 11th at 5pm will be provided to the Board of Commissioners at the meeting, read at the meeting, and included in the minutes of the meeting. Comments will be received for 24 hours after the meeting and provided to the Board prior to action and will be included in the minutes.

Or

- Submit a request to speak over the phone during the Board of Commissioners meeting by emailing their name, address, phone number, and item number they wish to speak on to the clerk via email by Friday, September 11th at 5 p.m. The Clerk will provide the call-in phone number and provide five (5) minutes to speak on any public hearing item or topic. Comments made by phone will be recorded and transcribed to maintain the public record.
- If you have questions regarding an agenda item, please email the staff contact directly in advance of the meeting. If preferred, you may call Town Hall at (919) 365-4450 to be directed to speak with the staff contact for the agenda item(s) of interest. Communications of this type will not be included in the meeting minutes.

- 5a. **PUBLIC HEARING:** on a Zoning Map Amendment request to rezone 50.63 acres from Rural Residential (RR) to Residential-3 (R3)

Staff Contact: Planning Director Niki Jones
njones@townofwendell.com

6. ADMINISTRATIVE ITEMS

- 6a. Citizen Advisory Board Application Update and Vote

Staff Contact: Town Clerk Megan Howard
mhoward@townofwendell.com

- 6b. Blueprint Wendell 2030 Steering Committee Appointment

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

- 6c. Proposal for Professional Services with Withers-Ravenel to Complete the Stormwater GIS Inventory Mapping

Staff Contact: Brian Bray, Public Works Director
bbray@townofwendell.com

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

- 7a. Update on board committee(s) by Town board members:



Wendell Volunteer Fire Department Board of Directors – Commissioner Jason Joyner



Technical Review Committee – Mayor Pro Tempore John Boyette

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
AUGUST 10, 2020**

The Wendell Town Board of Commissioners held their virtual, regular meeting on Monday, August 10, 2020, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

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

ABSENT:

STAFF PRESENT: Town Manager Marc Collins, Town Clerk Megan Howard, Town Attorney Jim Cauley, Assistant to the Manager Stephanie Smith, Planner I Jeannine Ngwira, and Police Chief Bill Carter.

SPECIAL NOTICE

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

Police Chief Bill Carter led the Pledge of Allegiance.

Errol Briggerman of Wendell Baptist Church provided the invocation.

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION

Mover: Commissioner Jon Lutz made a motion to approve the agenda, as presented.

Ayes: Commissioners Jason Joyner, Joe DeLoach, Jon Lutz, Philip Tarnaski, John Boyette

Nays: None.

Vote: 5-0

**TOWN OF WENDELL
BOARD OF COMMISSIONER MEETING MINUTES
AUGUST 10, 2020**

2. PUBLIC COMMENT PERIOD

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The following call-in public comment was provided to the Board of Commissioners through the Uber Conference line:

Amy Nuttall, 4501 Rolesville Road, Wendell NC 27591, expressed her support on items 6a and 6b, asking the Board to vote yes for the development.

3. CONSENT AGENDA

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3a. Town of Wendell Board of Commissioners Rules of Procedure Adoption

Staff Contact: Town Clerk Megan Howard
mhoward@townofwendell.com

3b. Approval of Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for 61.43 acres located at 1129 Edgemont Road (9 acres) identified by PIN# 1775-70-5631; 1213 Edgemont Road (11 acres) identified by PIN# 1775-71-4047; 0 Edgemont Road (13 acres) identified by PIN# 1775-60-5484; 0 Merganzer Road (20.62 acres) identified by PIN# 1775-50-6528; and 0 US 64 HWY E, (7.81 acres) identified by PIN# 1775-51-9103

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

ACTION

Mover: Commissioner Lutz made a motion to approve the consent agenda.
Ayes: Commissioners Joyner, DeLoach, Lutz, Tarnaski, and Boyette
Nays: None.
Vote: 5-0

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

No presentations scheduled.

5. PUBLIC HEARINGS

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- 5a. **PUBLIC HEARING:** for a non-contiguous annexation for a portion of a parcel totaling 10.272 acres located at 0 Eagle Rock Road as a part of PIN# 1774-55-1916.

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

Planner I Jeannine Ngwira presented the following staff report, below in italics:

Item Title:

Public Hearing on a non-contiguous annexation petition for 10.272 acres located within the parcel addressed as 0 Eagle Rock Rd and identified by [PIN #1774-55-1916].

Report to the Board of Commissioners:

August 10, 2020- Public Hearing

July 27, 2020 - Receive Certificate of Sufficiency and set Public Hearing

March 23, 2020 - Direct Clerk to Certify Annexation Request

Specific Action Requested:

Hold a public hearing and consider approval of the ordinance for the annexation petition for 10.272 acres located at 0 Eagle Rock Road.

Item Summary:

520 State Street, LLC has submitted an annexation request for a 10.272 acre portion of the parcel addressed as 0 Eagle Rock Rd and identified by PIN# 1774-55-1916 (highlighted below). The annexation area represents the 10.272 portion south of Old Tarboro Road (of the 23.29 acre parcel). The applicant plans to subdivide the tract and develop the southern piece.

Zoning District:

The property is currently located within Wake County and is zoned R-30. The applicant has submitted a request to rezone to R4 Town of Wendell Zoning District.

Police & Public Works & Utility Service:

The proposed annexation area would require services from the Town's Police and Public Works Departments if annexed.

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BOARD OF COMMISSIONER MEETING MINUTES
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Location Map:



Staff Recommendation:

Staff recommends approval of the request

Attachments:

- A. *Ordinance for Adoption* *Please note the attachments to this item are located in the agenda packet for the August 10, 2020 Town Board Meeting on the Town's website.

Mrs. Ngwira offered to answer any questions that the Board might have and said that the applicant is available, as well.

Mayor Gray opened the Public Hearing at 7:11 p.m. and asked the applicant if she had anything she would like to add.

Penny Sekadlo, 9220 Fairbanks Drive, Suite 220, Raleigh, NC, 27613, said she would prefer to provide her comments on the next public hearing for the rezoning item.

Mayor Gray said that nobody else was signed up to speak and asked if there were any questions from the Board. No questions were asked. Mayor Gray closed the public hearing at 7:12 p.m. subject to the 24-hour public comment period.

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- 5b. PUBLIC HEARING:** on a Zoning Map Amendment request to rezone 10.272 acres located within the parcel addressed as 0 Eagle Rock Road (off of Old Tarboro Rd).

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

Planner I Jeannine Ngwira presented the following staff report, below in italics:

Item Title:

Public hearing on a Zoning Map Amendment request to rezone 10.272 acres located within the parcel addressed as 0 Eagle Rock Road (off of Old Tarboro Rd).

Report to the Board of Commissioners:

- *Monday, August 10, 2020*

Report to the Planning Board:

- *Monday, May 18, 2020*

Specific Action Requested:

Holds a public hearing on the proposed rezoning request and consider adopting the attached ordinance, which includes a statement of comprehensive plan consistency and reasonableness.

Applicant:

Phoenix Land Venture

Petition:

The applicant has requested a change in zoning classification for property located at 0 Eagle Rock Road (PIN #1774-55-1916) from Wake County R-30 to Town of Wendell R4. The applicant has submitted a request to annex 10.272 acres of the parcel.

Item Summary:

This property is located within Wake County's jurisdiction and is currently zoned R-30. The rezoning request is a traditional map amendment (i.e. there is no accompanying development plan, which would be attached to a conditional district). This property abuts the Anderson Farm Subdivision that is currently under construction.

Project Profile:

PROPERTY LOCATION:

0 Eagle Rock Road

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WAKE COUNTY PIN: 1774 55 1916

ZONING DISTRICT: Proposed R4/ Current Wake County R-30

CROSS REFERENCES: N/A

PROPERTY OWNER: 520 State Street, LLC
2912 Highwoods Blvd
Raleigh, NC 27604

APPLICANT: Phoenix Land Venture
PO Box 90427
Raleigh, NC 27604

PROPERTY SIZE: 10.272 acres

CURRENT LAND USE: Agricultural

PROPOSED LAND USE: Residential

Project Setting – Surrounding Districts and Land uses:

<u>DIRECTION</u>	<u>LANDUSE</u>	<u>ZONING</u>
North	Residential/Vacant	R4CU
South	Agricultural	R-30
East	Residential/Vacant	R4CU
West	Residential/Agricultural	R-30

Zoning District:

This property is located within Wake County's jurisdiction and is zoned R-30. The surrounding properties are currently zoned R4CU and Wake County R-30. The R4 district allows a minimum lot size of 6,000 sq. ft. North and east of this property is the Anderson Subdivision which is zoned R4CU with a minimum lot size of 6,000 sq. ft.

The R4 zoning district has the following minimum dimension standards;

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- 50ft Lot Width
- 25ft Front Setback
- 20% of lot width combined
- 20ft rear setback
- 3 stories, maximum height

Current Zoning Map (Requested Property outlined in red):



Applicant's Justification:

Applicants Justification Statement added as Attachment C.

Comprehensive Plan:

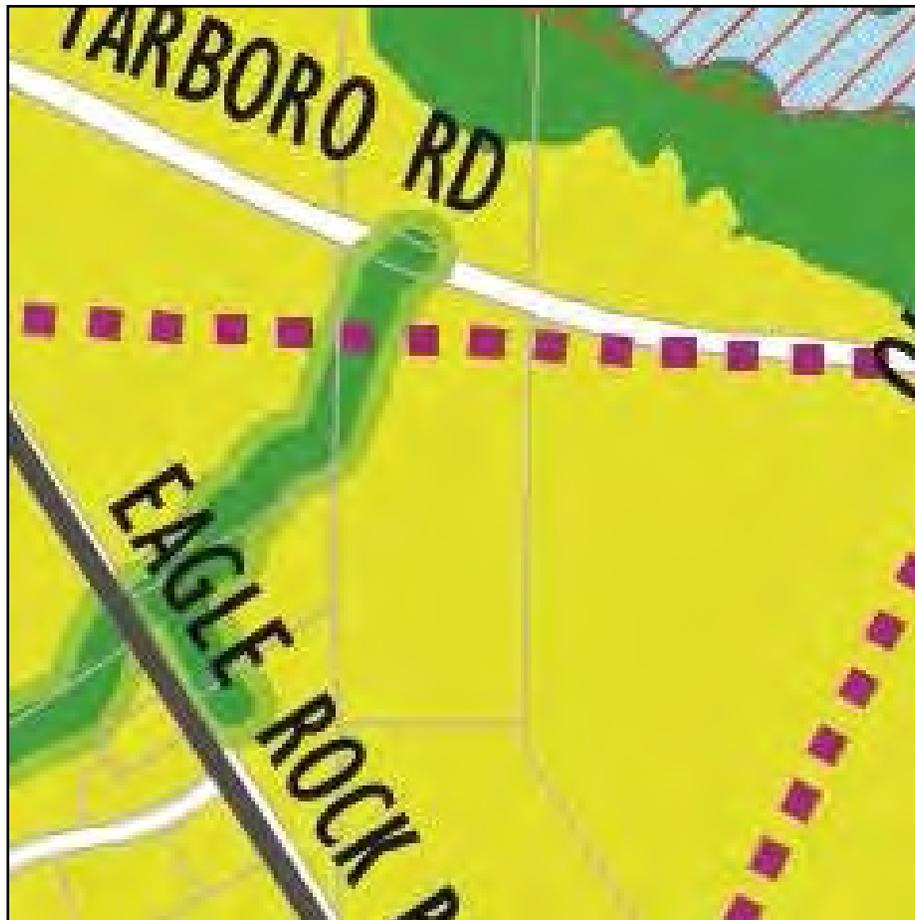
The Wendell Comprehensive Plan defines this section as S-4 "Controlled Growth Sector" and partly in a Neighborhood Center.

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

The following community types and uses are appropriate in the S-4 sector: traditional neighborhood developments, neighborhood centers, single-family and multifamily

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residential, neighborhood-serving commercial uses (retail and office), civic uses and industrial uses.



FRAMEWORK PLAN LEGEND	
PLAN BOUNDARY	S1 PRESERVED OPEN SPACE
Railroad	S2 RESERVED OPEN SPACE
COLLECTOR STREET PLAN	
EXISTING COLLECTOR	S3 RESTRICTED GROWTH AREA
PROPOSED COLLECTOR	S4 CONTROLLED GROWTH AREA
CAMPO THOROUGHFARE PLAN	
EXISTING THOROUGHFARE	S5 INTENDED GROWTH AREA
PROPOSED THOROUGHFARE	S6 INFILL/REDEVELOPMENT AREA
WATER BODIES	VILLAGE/TOWN CENTER
	NEIGHBORHOOD CENTER
	WENDELL BLVD GATEWAY CORRIDOR

Planning Board Recommendation of Denial:

At their May 18, 2020 meeting, the Planning Board voted 7-2 to deny the requested zoning map amendment.

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Voting in Favor of Denial: Victoria Curtis, Jonathan Olson, Jimmena Huffman-Hall, Levin Jones, Deans Eatman, Michael Firstbrook and Allen Swaim

Voting Against Denial: Ryan Zakany and Brett Hennington

Absent: None

Technical Review Committee (TRC):

The applicant would submit preliminary development plans if the proposed rezoning is approved. The preliminary development plan would need to meet all Town of Wendell Unified Development Ordinance regulations. TRC would review and approve any preliminary development plans for the property.

Statement of Plan Consistency and Reasonableness:

- *Any recommended change to the zoning map should be accompanied by a statement explaining how the change is consistent with the comprehensive plan and is reasonable in nature.*
 - *In staff's opinion, the requested zoning map amendment is consistent with the recommended uses outlined in the Wendell Comprehensive Land Use Plan for the S-4 Sector and is reasonable to balance consistency with adjoining zoning districts.*

Staff Recommendation:

Staff recommends approval of this rezoning request.

Attachments: *Please note that the following attachments can be found in the August 10, 2020 Agenda Packet located on the town's website.

- A. *Ordinance for Adoption*
- B. *Anderson Farm Site Plan*
- C. *Applicant's Justification*

Mrs. Ngwira offered to answer any questions that the Board might have and said that the applicant was available for answering questions, as well.

Commissioner Boyette asked what the discussion was at the Planning Board meeting, because the 7-2 to deny a request like this seemed odd.

Mrs. Ngwira said that because it's adjacent to the Anderson Farm subdivision, that subdivision was in the process of being sold and developed and the Planning Board was concerned of the possibility that it wouldn't be developed. Now, it has been sold and everything is moving forward with construction.

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Commissioner DeLoach said that that was his understanding and the concern was over the gravel road that existed there before development existed.

Commissioner Lutz asked when that Planning Board meeting took place.

Mrs. Ngwira said that it took place on May 18, 2020.

Commissioner Joyner said that there might be an email that would be forwarded to the applicant about buffers on the southern part of that property line. He said he did see the other areas developing around the property and that buffers are a good idea. He asked to know the applicant's thoughts on additional buffers.

Mayor Gray opened the public hearing at 7:20 p.m.

Civil Engineer and Land Planner Penny Sekadlo of Penny Engineering Design, 9220 Fairbanks Drive, Suite 220, Raleigh, NC, 27613, said the applicant is willing to speak with the surrounding neighbors. She said that there are some natural features on the west side of the property that will be buffered, and they would be willing to extend that and add open space. Mrs. Sekadlo said that the reason that it is not a Conditional Use Rezoning is because it is a small tract of land being bisected by a thoroughfare and there's not a lot of flexibility with the design. She said that there has been ample review with staff and the town's development regulations can take all of this into consideration. She said that this development plan is pretty standard to a R4 Development Plan.

Commissioner Joyner said that he appreciates the developer working with adjoining property owners and asked the applicant to work on the proposed buffers before the item comes back for a vote in two weeks.

Mrs. Sekadlo said that this has been a different review and that they are matching the property to the east with lot sizes. She said she would appreciate the Board's consideration for an R4 Rezoning.

Mayor Gray said that a few people had signed up to speak during the public comment period and announced the following people to speak:

Ashley Anderson, 813 Eagle Rock Road, Wendell, NC, 27591, expressed her concerns on the rezoning and asked the Board to consider a buffer through a conditional use or by working with the applicant. She said that their lawyer was signed up to speak after her.

Brady Herman, Esq., The Brough Law Firm, 1526 E Franklin St. #200, Chapel Hill, NC, 27514, addressed the applicant's mention on buffers and said that he's representing the Anderson family for their farm, which is located southwest of the proposed development. He expressed the closeness of the Anderson family's property. He addressed the Anderson's concern about the rezoning and future development in the area. He asked the Board to consider the development in a thoughtful manner, moving forward and requested a conditional rezoning for

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the property with a buffer requirement between the properties. He offered to answer any questions that the Board might have. No questions were asked.

Melissa Anderson, 313 Old Battle Bridge Road, Wendell, NC, 27591, said that her mother who was signed up after her is unable to speak, but she has similar sentiments to the rest of the family that has spoken this evening. She expressed her concerns about the development and asked the Board for a conditional buffer.

Mayor Gray asked if there were any questions from the Board.

Commissioner Lutz said he echoes Commissioner Joyner's sentiments and that it's nice that the Andersons are expressing their concerns clearly to the developer before it is brought back to the Board for action. He asked for the agreements between both parties be brought back to the Board before the next meeting.

Mayor Gray closed the public hearing subject to the 24-hour written public comment period at 7:32 p.m.

6. ADMINISTRATIVE ITEMS

- 6a. Motion on a for a non-contiguous annexation for 4 parcels totaling 151.81 acres [12.28 for PIN #1765-85-2510, 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.

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

Planner 1 Jeannine Ngwira presented the following staff report, below in italics:

Item Title:

Motion on a non-contiguous annexation for 4 parcels totaling 151.81 acres [12.28 for PIN #1765-85-2510, 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.

Report to the Board of Commissioners:

August 10, 2020- Item for Decision

July 27, 2020- Public Hearing

June 22, 2020- Receive Certificate of Sufficiency and set Public Hearing

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February 10, 2020

January 13, 2020

November 12, 2019- Direct the Clerk to Investigate Sufficiency for the Annexation

Specific Action Requested:

Hold a public hearing and consider approval of the ordinance for the annexation petition for 4 parcels totaling 151.81 acres located at 4501 Rolesville Road, 0 Davistown Road, 1401 Davistown Road and 6021 Yancey Drive.

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.

Zoning District:

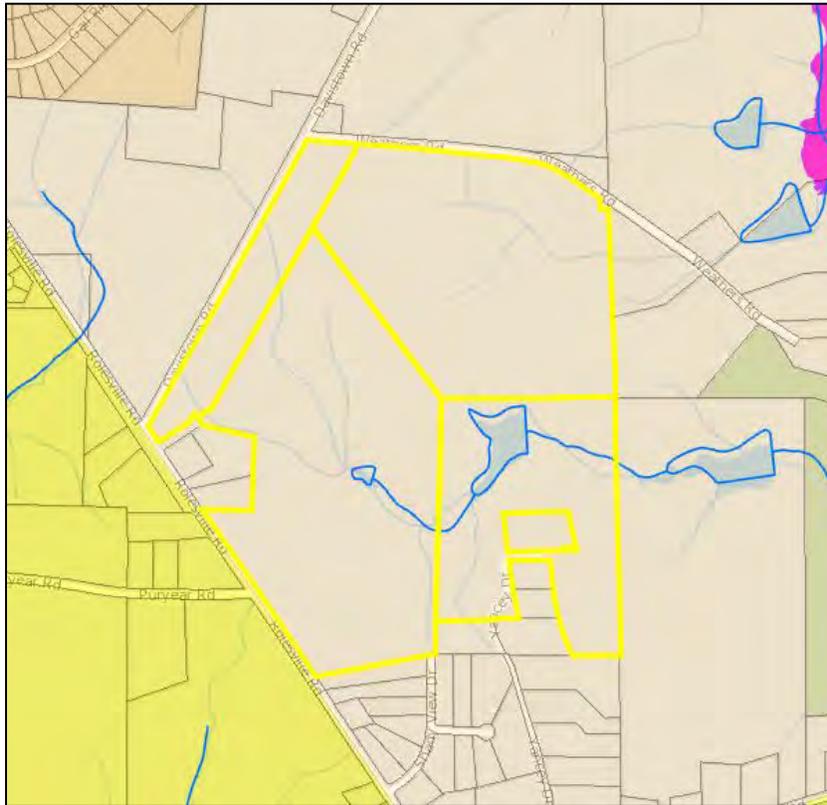
The properties are located within the Wake County R-40 zoning district. 129.59 acres are contained within a R4 Conditional District request. The remaining acreage has been requested to be rezoned Rural Agricultural (RA).

Police & Public Works & Utility Service:

The proposed annexation area would require services from the Town's Police and Public Works departments if annexed. The closest service area for the Police is at Kioti Drive to the south. The closest residential area served by Public Works is Edgemont Landings and the recently approved Anderson Farm subdivision.

Location Map:

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Staff Recommendation:

Staff recommends approval of the request

Attachments: *Please note that the following attachments can be found in the August 10, 2020 Agenda Packet on the town's website.

- A. *Ordinance for Adoption*
- B. *Written Public Comment Submitted within the 24-hour period of the Public Hearing on July 27, 2020*

Mrs. Ngwira said staff is available to answer any questions, as is the applicant.

Commissioner DeLoach said he appreciates everyone that has weighed in over this process and said that he's spoken with many people about the item. He said there has been ample time for all parties to address concerns throughout the process. Mr. DeLoach said that it's boiled down to whether this property should be part of the town or a part of the county, long-term. He said his decision is for the future of Wendell, years down the road. He said there would be transportation, utility, and architectural design improvements that would ensure the best possible development at the developer's expense. He said it would create a space for a park for the town. He said that the county would not do this and addressed the property's closeness to the interchange and

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the future Wake Tech campus. He said that the positives outweigh the negatives and that he does support the annexation and the proposed development.

Commissioner Lutz said he doesn't feel like this project was ever a bad project, but that he has a problem with annexing an area that is this far to the town's limits in a lower-density area. He said that he understands that growth is coming to the area, but he has an issue with annexing it, now. He said that the residents in the area didn't have the chance to vote on the Board of Commissioners and that he has a hard time with the town reaching out this far to put something in their neighborhood that residents didn't want there. He said that he is not in favor of this annexation.

Commissioner Joyner said he's spent a lot of time considering this item, as it involves a lot of people and involves a variety of ideas. He said he appreciates Commissioner Lutz' comments. He said he supports the private property rights of the property owner and that it is within the 3-mile rule from the town limits. Mr. Joyner described his experience in moving to town and purchasing a home next to another lot that was eventually developed and moved in new neighbors. He explained the development abilities that private property rights allowed. Mr. Joyner said that he trusts the process and explained this to people he spoke to about the project and said that it's good government when property owners and developers can work together to come to an agreement. He explained his experience in Rocky Mount in its annexation history and how it became a divisive issue at the time. Mr. Joyner said that satellite annexations became the norm and said that not all development and annexations are bad. He described a past county school system proposal that involved negotiations with citizens and how the ending vote encouraged people to get involved in the discussion. Mr. Joyner said that the developer has made concessions based on citizen input and described the public safety concerns involved and how growth contributes to a growth in public safety resources. He described the increase in access to water that the annexation would bring and the safety issues involved with digging small wells rather than extending city water. Mr. Joyner expressed his support for the annexation, saying that this area is right for growth as Kioti will continue to expand and there will be a future Wake Tech campus located there.

Commissioner Boyette said that he's not concerned with the quality of the project's product as it has been given a lot of attention. He said that he's not concerned about density and he thinks density is more economical. He said he is concerned about how far away from the town's corporate limits the development is and the direction it is located in. Mr. Boyette said that it doesn't seem to fit in the area that the town is trying to push growth into. As a fireman, he said he's worked out at station 2 and that it would be nice to see water and sewer extended out to the area. He said that the best way to get water to these areas would be if Wake County had a proper water authority instead of letting the City of Raleigh determine where to extend water and sewer. Mr. Boyette said that waiting for a developer to bring water to rural areas undercuts a lot of communities that have existed in unincorporated areas for a long time and shortchanges a lot of lower income communities that don't have developers who will be

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willing to bring water to them, which is the only way for them to receive water right now. He said that he thinks one day Wake County will have countywide water. He said that developers build dense communities because that's how they make money, and nobody can fault them for that. He said that he's tasked with doing what's best for the citizens of the town and he thinks the project is going to pull resources away from downtown, such as police and public works. Mr. Boyette said that the intersection has parcels that are near the highway that are vacant and that he doesn't see a lot of infilling in between the area proposed. He said that he didn't support the project and that property rights argument is defensible, but within reason when it comes to thoughtful zoning. He said that the property owners can still develop the property under the county's rules if the annexation is denied. He said that there's other land that the town needs to fill in.

Mayor Gray said she was concerned about the distance from the town's city limits and that it's three miles from town, with the development extending beyond three miles. She said that it puts the town in a position to have a lot of backfilling to do. She said the goal should be to fill in the center of the town, growing out, as it is a strategic goal to fill in between downtown and Wendell Falls. She said it would dilute the town's resources and that is the natural thing that happens with growth. As the town grows, so will staff growth and resources, but she said that at this time it is too big of a jump.

Commissioner Joyner said that the way that the town does growth with resources growing simultaneously is what the town will do and has done. He said that regardless of the development, when the town grows, it's the responsibility of the Board to respond to that whether it's convenient or not. He said that the Board should allow growth to happen naturally. He said that the town is going to double in the next ten years and the market trends include response from builders. He said that he thinks the town needs to be prepared and have a plan for that growth that is coming. Mr. Joyner encouraged citizens to remain at the table when working with developers to develop a plan as the town grows in the future.

Mayor Gray said that the town is capable of allocating resources appropriately as the town grows. She said that at this time, she doesn't see this annexation to be in the town's best interest.

ACTION

Mover: Commissioner DeLoach made a motion to approve the non-contiguous annexation for 4 parcels totaling 151.81 acres [12.28 for PIN #1765-85-2510, 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
 Ayes: Commissioners Joyner and DeLoach
 Nays: Commissioners Lutz, Tarnaski, and Boyette
 Vote: 2-3

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- 6b. ~~Motion on a request by Chris Rurkowski of TMTLA Associates to rezone approximately 129.59 acres of property along Rolesville Rd within the parcels identified by PIN #1765852510, PIN #1765962276, PIN #1765856251 and PIN #1775042139 to an R4 Conditional District.~~

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

Mayor Gray and Attorney Jim Cauley said that due to the fact that item 6a did not pass, item 6b cannot be considered because municipalities don't have the authority to pass zoning on land that is not incorporated into the town's jurisdiction. No action is required on item 6b.

- 6c. Motion on a request by Brian Duncan of the Spaulding Group, PA to rezone approximately 68.55 acres of property along Old Zebulon Rd within the parcels identified by PIN #1794-15-7657, PIN #1794-05-6758, PIN #1794-25-6786, PIN #1794-16-1410, PIN #1794-05-2762 and PIN #1794-06-6233 to an R7 Conditional District.

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

Planner I Jeannine Ngwira presented the following staff report, below in italics:

Item Title:

Motion on a R7 Conditional District for properties located at 0 & 815 Old Zebulon Road.

Report to the Board of Commissioners:

- *Monday, August 10, 2020- Item for Decision*
- *Monday, July 27, 2020- Public Hearing*

Report to the Planning Board:

- *Monday, June 1, 2020*
- *Tuesday, January 21, 2020*

Specific Action Requested:

Make a motion on the proposed R7 Conditional District request and consider adopting the attached ordinance to rezone the described area subject to conditions and in conformance with the associated Master Plan. The public hearing was held for this item on Monday, July 27, 2020.

Applicant:

Brian Duncan, The Spaulding Group, PA

Petition:

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The applicant has requested to create an R7 Conditional District for 68.55 acres of property within the parcels identified by PIN #1794-15-7657, PIN #1794-05-6758, PIN #1794-25-6786, PIN #1794-16-1410, PIN #1794-05-2762 and PIN #1794-06-6233. The proposed conditional district consists of a mix of both single-family and townhome dwelling units.

Item Summary:

The applicant's proposed R7 conditional district will feature 174 single family homes and 146 townhomes. Based on their application, the applicant is proposing the R7 Conditional District in order to be consistent with one of the general principles in the Comprehensive Plan that says, "Provide for a range of housing opportunities." The applicant also references the Town's Framework Plan that identifies the area as located in the S-4 sector, where both single-family and multi-family development are considered appropriate.

Amenities include a pool, cabana, beach volleyball court, tot lot, dog park in a central location in Phase 1A and a playground located in Phase 1B. The amenities are being proposed in the early phases of development. The proposed plan requires 10.34 acres of open space, the applicant is providing 19.87 acres of open space. The amenities and open space would be maintained by a homeowners association (HOA).

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

The applicant provided additional buffers as well as a wooden privacy fence bordering all existing residential properties based on feedback from neighbors.

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. 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.

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 economic development, and the protection of existing and future adjacent development.

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The provisions of the CD Master Plan shall replace all conflicting development regulations set forth in the UDO 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 the UDO 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:

Four of the included properties are currently located in the corporate limits of the Town of Wendell and are zoned R3. The remaining two properties are in the Town's extraterritorial jurisdiction and are zoned Rural Agricultural (RA).

Project Profile:

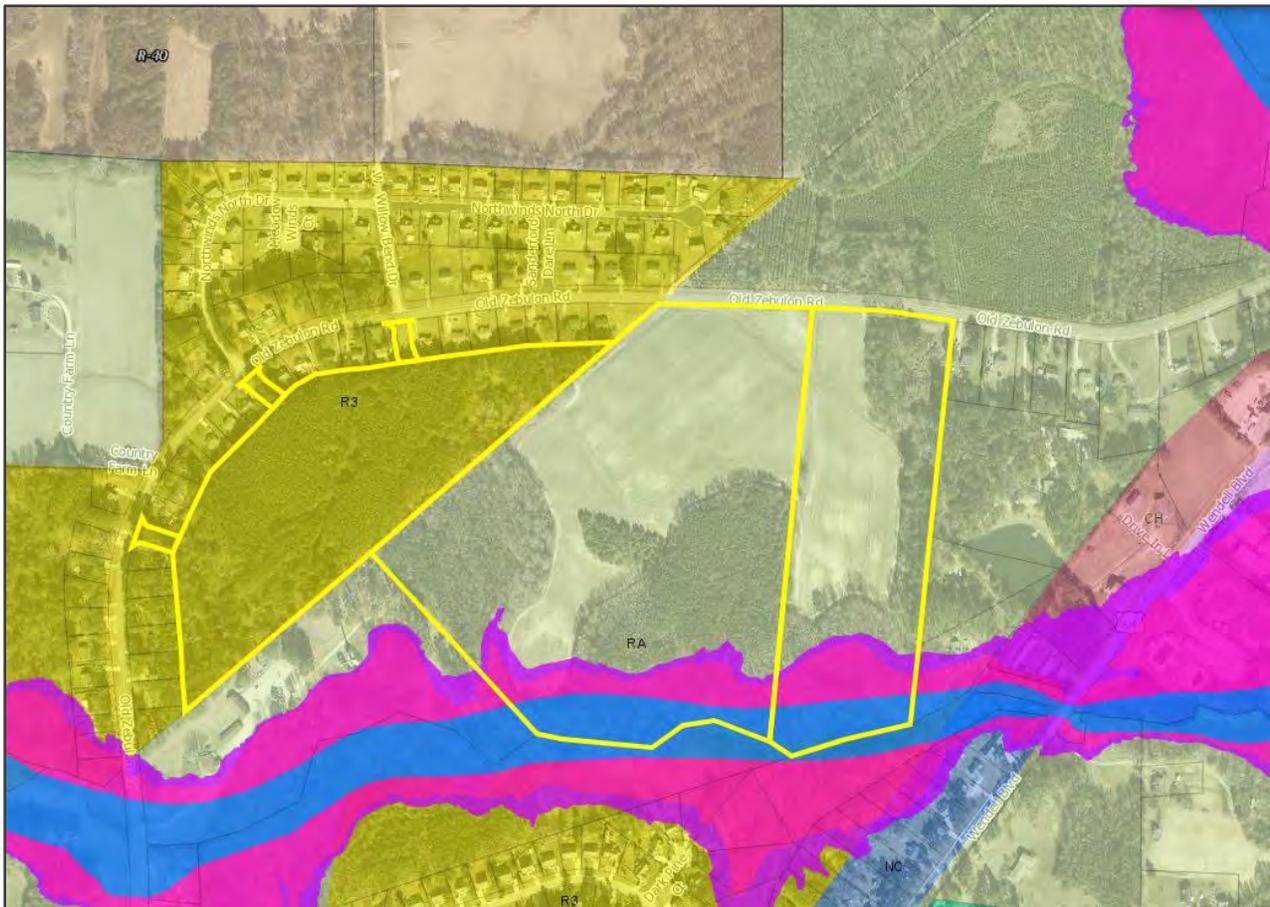
PROPERTY LOCATION:	815 Old Zebulon Road
WAKE COUNTY PINS:	1794157657, 1794056758, 1794256786, 1794161410, 1794052762 & 1794066233
CURRENT ZONING DISTRICT:	R3/RA
CROSS REFERENCES:	N/A
PROPERTY OWNERS:	Aubrey Sidney Baynes & Ann Knott Baynes PO Box 968 Wendell, NC 27591 Olde Heritage Builders & Realty, Inc. PO Box 40 Zebulon, NC 27597
APPLICANT:	Brian Duncan, The Spaulding Group, PA 1611 Jones Franklin Road, Suite 101 Raleigh, NC 27606
PROPERTY SIZE:	68.55 acres
CURRENT LAND USE:	Vacant
PROPOSED LAND USE:	Residential

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Residential/Agricultural	R3/RA
South	Residential/Agricultural	R3RA
East	Residential	RA
West	Residential	R3

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Current Zoning Map (Subject Properties Outlined in Yellow):



Proposed Conditional District Conditions:

The applicant is proposing 13 conditions for the proposed CD, as follows:

1. UDO Section 2.3 A. - Multifamily dwellings (limited to townhomes only) shall be a permitted use in R7-CD and shall not exceed 45% of the total number of units - UDO 2.7 B.
 - a. Such multifamily dwellings may be front-loaded - UDO 5.10 B.
2. UDO Section 9.7.E.4.- Maximum block length shall exceed 800' on Street 'C' as necessary to preserve environmental features.
3. In order to promote variation in home appearance, no single-family home can be constructed with an exterior elevation (front façade) or color palette that is identical to the home on either side or directly across the street from it, to provide an anti-monotony development.

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4. *Garage doors shall either contain windows or carriage style adornments.*
5. *The use of vinyl-siding shall be prohibited, except for trim elements of the dwelling unit façade.*
6. *UDO Section 2.7 B. 1.-The minimum lot size for single-family shall be 4,600 sq. ft.*
7. *UDO Section 5 - Front-loaded single-family lots shall have a minimum allowed lot width of 40 feet.*
8. *Adjacent to all existing single-family lots, a six-foot tall wooden privacy fence shall be installed, at the developer's expense. This fence will be maintained in perpetuity by the Homeowners' Association.*
9. *A Type 'B' landscape buffer shall be installed along the eastern property line, more specifically adjacent to the following Wake County PIN(s): 1794352900; 1794350547; and 1794350314. This buffer area shall be owned and maintained by the Homeowners' Association in perpetuity and shall be thirty feet in width.*
10. *A Type 'B' landscape buffer shall be installed adjacent to all existing single-family residences that face Old Zebulon Road. This buffer area shall be owned and maintained by the Homeowners' Association in perpetuity and shall be twenty feet in width.*
11. *UDO Section 9.7.E.4- Maximum cul-de-sac length shall exceed 300' on street 'B' as necessary to preserve environmental and topographic features.*
12. *McKenzie Ridge will have a Home Owners Association. The HOA will be responsible for the townhome's roofs, yard maintenance, and pest control.*
13. *The Town requires, pursuant to N.C.G.S § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Wendell Transportation Plan and Wendell Pedestrian Plan, to create conditions essential to public health, safety, and the general welfare. The developer recognizes this and would like to voluntarily offer a one-time contribution of \$100,000 to the Town of Wendell to be used in accordance with recommended improvements as outlined in the aforementioned Wendell Transportation Plan and Wendell Pedestrian Plan.*

Applicant's Justification:

Applicants Justification Statement added as Attachment B.

Parking

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Off-street parking shall be required for any active open space areas. The applicant is showing a total of 45 off-street parking spaces to serve their Pool/Cabana Center, Dog Park, Tot Lot, and Playground. They are also providing 44 off-street parking spaces within the townhome section of the proposed master plan.

Open Space

The applicant is required to provide 10.34 acres of open space, they are providing 19.87 acres of open space. The applicant is providing a full range of active open space comprised of a pool, cabana, beach volleyball court, tot lot, dog park and playground.

Public Utilities:

Development of this site will require connection to city water and sewer which is available nearby. The parcels that are not already in the city limits will need to be annexed.

Streets:

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

Traffic Impact Assessment (TIA)

The number of proposed dwelling units required the developer to prepare a Transportation Impact Assessment (TIA) report. This report is reviewed by NCDOT, as well as the Town contracted engineer. Since all impacted roads are DOT maintained, they would determine what if any improvements are required, based on the additional traffic being generated by this site. These improvements typically involve the addition of turn lanes, striping improvements, or signal improvements when applicable.

Recommended improvements for this project include:

- *A dedicated 100' Left-Turn lane from Wendell Boulevard onto Old Zebulon Road.*

Landscaping:

All landscaping shall meet the requirements as set forth in the UDO at the time of the Final Development Plan, unless otherwise specified through the approved Master Plan. The applicant has included 3 conditions (#8-10) improving the site's landscaping beyond what is required.

Phasing:

The applicant has indicated that there will be phasing on this project, the current plan shows four phases. Phases 1A-1B include the amenities planned for the neighborhood.

Comprehensive Plan:

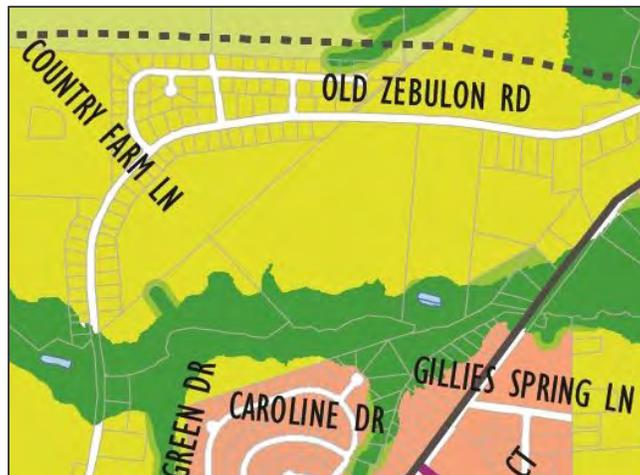
The Wendell Comprehensive Plan defines the subject property as being within the S-4 Controlled Growth Sector.

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

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

The proposed development on the site meets the appropriate uses.



Technical Review Committee (TRC) Comments:

The Technical Review Committee has completed their review of the applicant’s Master Plan and the applicant has made corrections based on their comments. Additional review would occur upon submittal of construction drawings (final development plan for conditional districts).

Planning Board Recommendation:

At their June 1, 2020 meeting, the Planning Board voted 4-1-1 in favor of the requested Conditional District.

Voting in Favor: Ryan Zakany, Jonathan Olson, Brett Hennington and Deans Eatman

Voting Against: Michael Firstbrook

Abstained from Voting: Allen Swaim

Absent: Victoria Curtis, Jimmena Huffman-Hall and Levin Jones

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Statement of Plan Consistency and Reasonableness:

The proposed Conditional District is found to be generally consistent with the recommended uses and development types outlined in the Wendell Comprehensive Land Use Plan for the S-4 Sector and is reasonable as it is consistent with the following principle of the Comprehensive Plan:

- Principle Number 6: “Provide for a range of housing opportunities including upscale housing, senior housing and downtown living choices.”

Staff Comments:

- Staff recommends approval of the proposed McKenzie Meadows Master Plan.
 - The applicant has included numerous conditions improving buffers and landscaping, open space and architectural standards. In exchange, they are seeking the ability to permit front loading townhomes and exceed the length related to cul-de-sac length.
 - The applicant is proposing a master plan that contains a strong amenity package that rivals many more suburban locations but is within 1.3 miles from the heart of downtown Wendell.

Attachments: *Please note that the following attachments can be found in the August 10, 2020 Agenda Packet located on the town’s website.

A. Overall Site Plan

a. Full Master Plan Link:

<https://nmcndn.io/e186d21f8c7946a19faed23c3da2f0da/3834b95a93b14b3689a528c1f97c5d69/files/2020-03-06---McKenzie-Meadows-Subdivision---Master-Plan.pdf>

B. Applicant’s Justification Statement

C. TIA – Congestion management report

D. Ordinance for Adoption

E. Written Public Comment Submitted within the 24-hour period of the Public Hearing on
July 27, 2020

Mrs. Ngwira offered to answer any questions that the Board might have, and that the applicant was available to answer questions, as well.

Commissioner Lutz said that the Board received an email from a citizen that lives next to the property regarding buffering and the location of the fence. He said that he understood that there was more discussion between the property owner and the developer. He asked if Mrs. Ngwira or the applicant could address the discussion and what was decided.

Brian Duncan, Spaulding Group, PA, 1611 Jones Franklin Road, Suite 101, Raleigh, NC, 27606, said that they did address that concern with reference to the privacy fence and where that fell within the buffer. He said that the neighbor was concerned that the privacy fence was too close to their property line and offered little-to-no screening. Mr.

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Duncan said that they adjusted the fence location, added some screening in front of the fence to soften the appearance of the privacy fence, and ended up doing that on all of the buffers.

ACTION

Mover: Commissioner Lutz made a motion to approve the request by Brian Duncan of the Spaulding Group, PA to rezone approximately 68.55 acres of property along Old Zebulon Rd within the parcels identified by PIN #1794-15-7657, PIN #1794-05-6758, PIN #1794-25-6786, PIN #1794-16-1410, PIN #1794-05-2762 and PIN #1794-06-6233 to an R7 Conditional District.

Ayes: Commissioners Joyner, DeLoach, Lutz, Tarnaski, and Boyette

Nays: None

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



Wendell Volunteer Fire Department Board of Directors – Commissioner Jason Joyner

Commissioner Joyner said that the Wendell Volunteer Fire Department Board of Directors met last Thursday and he said that they're taking all due precautions to keep firefighters safe during this time. He said they're thankful for the firefighters and discussed growth at the meeting, particularly out at station 3. Mr. Joyner said that call volume increased last month, due to the fire station's location to Highway 87.

8. COMMISSIONERS' REPORTS / COMMENTS

Commissioner Joyner said that he enjoyed visiting Bearded Bee Brewing and encouraged citizens to check it out, as it is a beautiful, historic building in Wendell. He said it's also been great to see the artist painting the mural across the street. He said that, in addressing Rolesville Road, he appreciates the Board and everyone expressing their views on the matter. He's happy to see applicants and neighboring property owners work things out and expressed his sentiments on the project's outcome of the proposal.

Commissioner DeLoach said that golf cart registration event will occur on Tuesday from 6 to 8 p.m. at Wendell Falls. He said that this coming Friday, he and his wife will be in a podcast at Eastern Wake Senior Center at 3:30 p.m. He said that he will have a report at the next meeting from the Senior Center.

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Commissioner Lutz echoed Mr. Joyner's comments on the Bearded Bee, saying that it's a beautiful building and mural. He said that the improvements have made the lower half of downtown look great. He expressed his sentiments on the Rolesville Road project and thanked people for participating in the process.

Commissioner Boyette said that the Board can still disagree and get along and expressed his sentiments on the Rolesville Road project. He thanked everyone for putting in their input and said that good government is when it listens to the people. He said that he had visited the Bearded Bee and said that it will be a great benefit to the town.

9. MAYOR'S REPORTS / COMMENTS

Mayor Gray said that there's been a lot of openings lately in town and there's more to come. She said the Bearded Bee is beautiful with a historic sentiment from its mule days. She said she's happy to see something from the past preserved in such a way. She encouraged citizens to visit and wear a mask and socially distance. She said the mural has made beautiful progress and encouraged people to check it out. Regarding the Rolesville Road project, she said that it was nice to hear from a lot of citizens and the Board appreciates that.

10. CLOSED SESSION

Closed session will be called if necessary.

11. ADJOURN

ACTION:

Mover: Mayor Gray moved to adjourn at 8:28 p.m.

Vote: 5-0

Duly adopted this 14 day of September 2020, while in regular session.

ATTEST:

Virginia R. Gray,
Mayor

Megan Howard,
Town Clerk

Appendix A: Public Notices for this meeting published in *The Wake Weekly*

Public Notice

The public will take notice that the Wendell Board of Commissioners has scheduled a public hearing on Monday, August 10, 2020 at 7:00 p.m. in the Wendell Town Hall to consider a Zoning Map Amendment request to rezone 10.272 acres located within the parcel addressed as 0 Eagle Rock Road and identified by PIN #1774-55-1916 from Wake County R-30 to Town of Wendell R4.

Interested parties and citizens shall have opportunity to speak and may obtain additional information on request from the Town of Wendell Zoning Administrator, 15 E. Fourth Street, Wendell, North Carolina 27591. Please go to www.townofwendell.com and refer to the meeting agenda for public input options.

Megan Howard
Town Clerk
The Wake Weekly:
7/30/20; 8/06/20

Public Notice

Pursuant to NC GS 160A-58.2, the public will take notice that the Wendell Town Board of Commissioners has scheduled a VIRTUAL public hearing on Monday, August 10, 2020 at 7:00 PM in the Wendell Town Hall, 15 East Fourth St. The purpose of the public hearing is to consider an annexation for the Town of Wendell for the following described territory:

A 10.272-acre tract located off Eagle Rock Road addressed 0 Eagle Rock Road, as a portion of PIN # 1774-55-1916 and is available in Deed Book 16956, Pages 1017-1021, Wake County Registry; Citizens may speak and may obtain additional information from the Town of Wendell Zoning Administrator, 15 E. Fourth Street, Wendell, North Carolina 27591.
Megan Howard
Town Clerk

Public Notices

Public Notice

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Megan Howard
Town Clerk
The Wake Weekly:
7/30/20; 8/06/20

Item Title:

Extension of the Cooperative Purchase Agreement with Wake County for the provision of Disaster Debris Monitoring Services with HDR Engineering through June 30, 2021

Report to the Board of Commissioners:

September 14, 2020

Specific Action Requested:

Direct Town Manager to sign the extension for Disaster Debris Monitoring Services.

Item Summary:

The Town previously entered into a cooperative purchase agreement (CPA) with Wake County for HDR Engineering to provide disaster debris monitoring services in February 2020 following action by the Board in October 2019. Wake County has offered to extend this contract until June 30, 2021 for all affected municipalities. This will closely mirror our current Disaster Debris Removal contract which ends July 14, 2021.

Disaster debris monitoring is the oversight entity required by FEMA to ensure that the contracted debris removal companies follow Federal regulations for the removal and disposal of storm debris prior to a local government receiving reimbursement for expenses.

Staff recommends approval of the contract extension to participate in the CPA for disaster debris monitoring services.

Attachments:

- A. Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT

The Town of Wendell, North Carolina Agrees to
Accept Wake County’s Contract Term & Agreements Regarding

Disaster Debris Monitoring Services

The Town of Wendell, NC (“Town”) hereby agrees to retain HDR Engineering, Inc. of the Carolinas (HDR), to perform disaster debris monitoring services and related services on behalf of the Town based on the executed and agreed upon contractual arrangements, terms, and conditions that exist between HDR Engineering, Inc. of the Carolinas (HDR), and Wake County, NC for Disaster Debris Monitoring Services dated July 13, 2020 (Contract No. 12624).

Any contract modifications including but not limited to change of scope, price schedule, or term without the written acceptance and execution of a Contract Amendment by Wake County and HDR, will be cause to nullify this Agreement.

An executed copy of this Agreement shall be either sent via email to john.roberson@wakegov.com or sent via USPS mail to:

Wake County Solid Waste Management Division
Attn: John Roberson, Director
P.O. Box 550 – Room 747
Raleigh, NC 27602-0550

Acknowledge the Town’s acceptance of Wake County contract terms and conditions by having an authorized representative of the Town sign below.

**APPROVED BY THE TOWN OF
WENDELL, NORTH CAROLINA:**

APPROVED BY WAKE COUNTY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COOPERATIVE PURCHASING AGREEMENT
Disaster Debris Monitoring Services
WAKE COUNTY CONTRACT No. 12624

EXHIBIT A

CT20200717...12624

NORTH CAROLINA

SERVICES AGREEMENT

WAKE COUNTY

OVER \$50,000

THIS AGREEMENT, is made and entered into this 13th day of July, 2020 by and between Wake County, North Carolina (the "County") party of the first part; and HDR Engineering Inc., of the Carolinas (HDR) (the "Provider"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:

HDR is to be primary service provider of Disaster Debris Monitoring Services as described in Wake County Request For Qualifications (RFQ) #15-039 (Attachment "A" to this document) and in the Statement Of Qualifications (SOQ) provided by HDR (Attachment "B" to this document). Individual tasks will be authorized by Amendment to this Basic Services Agreement.

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

II. TERM

The services of the Provider shall begin on August 1, 2020 and shall be provided until June 30, 2021.

III. PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

IV. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

V. CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.

VI. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

VII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

VIII. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

IX. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

X. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

XI. NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

XII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

XIII. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

XIV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

XV. FEDERAL FUNDS

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

WAKE COUNTY, NORTH CAROLINA

PROVIDER

By: 
Wake County Department Head

By: 

Date: 7/14/20

Date: 7/10/20

By: 
Wake County Manager or Designee

HDR Engineering, Inc. of the Carolinas
440 South Church Street, Suite 1000
Charlotte, NC 28202-1909
Mailing Address

Date: 7/28/2020

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


FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is

John Roberson

 Department Head Initials

WAKE COUNTY, NORTH CAROLINA

Request for Qualifications
For
Disaster Debris Monitoring Services



PROPOSAL NUMBER # 15-039

Proposal Deadline May 20, 2015

Before 2:00 pm ET

DATE: April 16, 2015

**REQUEST FOR QUALIFICATIONS
FOR
DISASTER DEBRIS MONITORING SERVICES**

I. Introduction

The County's Solid Waste Management Division intends to enter into an agreement with a qualified firm to provide consulting services in preparation for natural disasters or other debris generating events. These services include, at no additional cost to the COUNTY, participation in annual workshops or planning meetings with COUNTY Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the COUNTY with a half day training session on the most current FEMA 325 *Public Assistance Debris Management Guide*, FEMA 327, *Public Assistance Debris Monitoring Guide*, resent FEMA Fact Sheets , policy guides and FHWA Emergency Relief Program changes.

Wake County is located in the central region of North Carolina. The population of Wake County is approximately 1,000,000. The County consists of 857 square miles of area with 300,000 parcels of land.

There are twelve (12) incorporated municipalities within Wake County. They include: Apex, Cary, Fuquay-Varina, Garner, Holly Springs, Knightdale, Morrisville, Raleigh, Rolesville, Wake Forest, Wendell, and Zebulon. Any or all of the incorporated municipalities may participate in the terms and conditions of the established contract.

It is the intent of Wake County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize this contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Wake County in writing for acceptance and approval as originator of the contract.

The resulting contract term will be for five (5) years with the option to extend the contract for one (1) six (6) month period upon mutual agreement of both parties. All work set forth in the Scope of Work must be approved by personnel authorized by the County Manager to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

Copies of the RFQ forms may be obtained by contacting Wake County Procurement Services, 919-856-6120 or on the Wake County Government website at www.wakegov.com. Click on Purchasing, and then click on New RFP's and Bids.

When responding to this RFQ, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section II, C, and Proposal Submittal Requirements. Failure to follow these instructions may be

considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFQ. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Negligence or error on the part of any Consultant in preparing its proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that the COUNTY cannot give consideration to any "plea of error" in preparation of the bid, except in accordance with N.C.G.S. 143-129.

II. General Requirements

A. Proposal Contact

This RFQ and any subsequent action taken as a result thereof, are issued by Wake County Procurement Services on behalf of the County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFQ and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Wake County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. *Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFQ.*

B. Proposal Format

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFQ. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFO number, and proposal closing time/date marked clearly on the proposal submission.

Provide one (1) original and eight (8) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (.pdf). The proposal packages shall be arranged and presented as stipulated in Section II, C. Proposal packages are to be delivered to:

Wake County Finance/Procurement Services
Wake County Justice Center, 2nd Floor, Room 2900
301 S. McDowell Street
Raleigh, NC, 27601
Attn: Tom Wester

The County must receive proposals **BEFORE 2:00 pm, May 20, 2015**. The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. **Late responses, regardless of delivery means, will not be accepted. No fax or emailed responses will be accepted or considered.**

C. Proposal Submission Requirements

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty-five (25) sheets (50 pages double-sided). Front/back covers, Table of Contents and Tab pages are excluded from these totals. The proposal must be divided into twelve tabbed sections with references to all parts of this Request for Qualifications (RFQ) done on a section number/paragraph number/letter basis. The ten sections shall be named:

Complete responses to each of the following categories are required. All submittals must contain the following information:

1. Introduction- Executive Summary and Company Information

a. Executive Summary

The purpose of the Introduction is to provide information about the proposing Consultant, as well as the Consultant's approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical County officials. The section should be concise and should present only information that is relevant to this contract.

Each respondent shall provide the following company information:

- b. Consultant's name and business address, including telephone and fax number, email address, website address.
- c. The type of Consultant (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- d. Year established. Include former Consultant name(s) and year(s) established, if applicable.

- e. The name, title, address and telephone number of the Consultant's primary contact for this contract. The person identified must be empowered to make binding commitments for the Consultant and its subcontractors.
 - f. A copy of the most recently audited financial statement.
2. Technical Approach
Provide a general discussion of the proposing Consultant's technical project approach to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA, FHWA under MAP 21 legislation, and the County.
 3. Training and Safety:
Provide a copy of Consultant's internal training program. Provide under separate cover the Consultant's Debris Removal and DMS Monitors' training manual and Operations Plan to include Project Health and Safety Plans for all operations.
 4. Qualifications of Consultant
 - a. Provide evidence of satisfactory completion of disaster debris monitoring in the past ten (10) years at similar jurisdictions by providing the:
 - (1) Type of disaster: hurricane, tropical storm, tornado, flood, etc. . . .
 - (2) Type of jurisdiction: city, county, district, or combination Collection and DMS debris monitoring assignments- numbers of monitors deployed
 - (3) Scope, project budget, and operational duration
 - (4) FEMA/FHWA reimbursements actions and issue resolution
 - (5) Sub-consultant(s)/subcontractors that are proposed for this project
 5. Claims
Ten (10) year claims/litigation history, claims resolution, and status of the claims.
 6. References
Provide at least five (5) references for which the Consultant has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 1,000,000 cubic years of debris. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

7. Qualifications of Staff

Key project staff (management staff including, but not limited to: Debris Removal Operations project manager, collection and disposal operations field supervisors, clerical/data supervisor etc.) must be full-time employees of the proposing Consultant and have the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Each proposed key project staff person must demonstrate experience managing debris monitoring for at least three (3) government entities involving a minimum of 1,000,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, hauler invoice reconciliation, NRCS Emergency Watershed Protection Program.

8. Other Requirements

- a. Provide a time line detailing the pre-event planning (based on hours/days after award).
- b. Provide a conceptual Operations Plan and Budget responding to a Task Order issued after a disaster declaration with an estimated 1,000,000 cubic yards of debris in Wake County. Assume the Task Order(s) would specify the following:
 - i. Emergency debris clearance monitoring of fifteen (15) contractor debris clearing crews for seven (7) ten (10) hour days followed by;
 - ii. Debris removal monitoring of forty (40) contractor debris removal crews based on an average load of 38 CYs /load and 10 loads /day
 - iii. DMS monitoring at four (4) sites,
 - iv. Monitoring of 5,000 hazardous trees
 - v. Monitoring of 15,000 hazardous limbs one (1) per tree
 - vi. Monitoring of 800 hazardous stumps
 - vii. Clerical staff to support data entry of emergency clearance time and equipment tickets, loading site tickets, final disposal load tickets,

assimilation of monitors' daily documents and summary reports, and contractor invoice reconciliation

- viii. GIS support to provide debris removal contractors' physical progress on the project, physical location (origin) of hazardous tree, limb, and stumps geocoded
- ix. List any resources and budget required to provide monitoring services to complete the project.

9. Exceptions

List any exceptions/deviations to the RFQ specifications on a separate page.

10. Project Management

Consultants must provide a proposed organizational chart for services to be provided to the County. This must include:

- (a) Resumes of key professional staff anticipated to work on Wake County projects.
- (b) Description of the type of involvement by individuals within the firm with the County contract.
- (c) Information regarding the current workload for the key staff to address the applicants' ability to supply adequate staffing for the contract.
- (d) Detailed information on the staff's experience demonstrating current capacity and current expertise in debris removal management and disposal.

11. Existing Contracts

List all existing contracts the Consultant has in North Carolina, South Carolina, and Virginia.

12. Hourly Rates and Fees

Submit an hourly billing rate schedule for all RFQ required staff that will be assigned to work on this contract.

D. General Comments

- 1. Any cost incurred by respondents in preparing or submitting a proposal for the Project shall be the respondents' sole responsibility.
- 2. All responses, inquiries or correspondence relating to this RFQ will become the property of Wake County when received.

3. Respondents are requested to refrain from contact with the Selection Committee members.

E. Acceptance of Wake County Service Agreement

All applicants must be able to comply with the requirements of the standard Wake County Service Agreement and agree to the terms contained in the agreement. A copy of the agreement is attached to the RFQ. See "Attachment A".

F. Schedule:

Task/ Activity	Completion Date
Proposals Due from Consultants	May 20, 2015
Selection Committee Review Complete	
Interviews (if needed)	
Selection Approval by Wake County Board of Commissioners	

G. Selection Process

The Wake County Board of Commissioners has established a policy to be followed in selecting consultants. This policy is for the purpose of ensuring that consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in the professional services desired and to ensure that every qualified consultant has the opportunity to be considered for providing professional services for the Project. The process for the Project will involve two stages:

1. Stage One: Qualifications

The initial phase has commenced with the establishment of a Selection Committee with members having been appointed by the County Manager. A Request for Qualifications Package is being sent to Consultants identified by the Division who have previously expressed interest in being considered for providing disaster debris monitoring services and consulting services for this type of project. The RFQ will be put on the Wake County website and the RFQ will be sent to others upon request. Upon receipt of the packages from respondents, Selection Committee members will review and select the Consultant that appear to be most favorable to provide services for the Project.

Promptly following the selection, the committee will forward their written recommendation to the County Manager for approval.

2. Stage Two: Final Selection

Following the County Manager's approval to begin negotiations with a specific Consultant, the Wake County Solid Waste Management Division will begin those negotiations. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected Consultant, the proposed contract will be forwarded to the Wake County Board of Commissioners for approval.

I. Evaluation Criteria

The following criteria will be the basis on which consultants will be selected for further consideration:

1. Specialized or appropriate expertise of the key professional staff with this particular type of project
2. Adequate depth of experienced staff and proposed team for the project
3. Demonstrated understanding of and current experience with FEMA 325, FEMA 327 and FHWA ER program monitoring and documentation requirements
4. References
5. Consultant's proposed hourly rates for services
6. Previous experience of the Consultant with disaster debris monitoring, management and training
7. Other factors that may be relevant to the proposal. The above listing does not indicate the order of importance. The selection committee shall establish a priority ranking for the final list of criteria for the project.

J. Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Qualification or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Wake County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

K. Interpretations, Discrepancies, and Omissions

Submit written questions about this RFQ to Tom Wester, twester@wakegov.com, by 5:00 p.m., April 28, 2015.

No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at <http://www.wakegov.com>. *Hover on Departments & Division, click on RFP's & Bids, click on New RFP's & Bids.* Any addenda and clarifications will be issued by April xx, 2015.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

L. Award

Wake County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

M. Non-disclosure of County Information

The Proposer and its agents shall treat all data and information gathered by the Proposer and its agents, including this RFQ and all reports, recommendations, specifications, and data as confidential. The Proposer and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.

N. Retention of Proposer Material

Any and all information submitted in conjunction with this RFQ and the evaluation process will not be returned to the respondent.

III. Contracting Information

A. Certification

The Proposer hereby certifies that it has carefully examined this Request for Qualifications I and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFQ, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

C. Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFQ, in whole or in part, without the prior written approval from the County.

D. Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its Sub-Consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

E. Independent Consultant

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Consultant, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the

employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

F. Governing Law

This RFQ and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina. Should any portion of any contract be in conflict with the laws of the State of North Carolina, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect.

G. Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFQ does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

H. Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Wake County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

I. Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no

selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

J. New Services

From time to time during the period of work outlined in the RFQ and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

IV. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including owned, hired, and non-owned vehicles.

Workers' Compensation, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident, disease policy limit, and disease each employee.

Professional Liability, applicable to any professional services provided under this Contract with limits no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Department. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Department and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered.

Wake County Finance Office
P.O. Box 550
Raleigh, NC 27602

If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Wake County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

V. Safety

The Consultant shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-Consultants perform. The Consultant shall also provide and take measures to protect the public and county personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Consultant will also be solely responsible to ensure that all Consultants' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and DMS(s). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

VI. Termination By the County for Cause

The COUNTY may terminate the pursuant contract if the Consultant:

1. Persistently or repeatedly refuses or fails to supply enough properly skilled personnel;
2. Fails to make payment to Sub-Consultants for materials or labor in accordance with the respective Contracts between the Consultant and Sub-Consultants;
3. Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the County may without any other rights or remedies of the County and after giving the Consultant written notice, terminate employment of the Consultant and finish the work by whatever reasonable method the County may deem expedient.

When the County terminates the contract for one of the reasons stated above, the Consultant shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the County's services and expenses made necessary thereby, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, the Consultant shall pay the difference to the County. This obligation for payment shall survive termination of the contract.

The County may terminate the contract without cause by written notice.

VII. Non - Waiver of Rights

It is agreed that the County's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

VIII. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Consultant under the pursuant contract are the property of the County. The Contractor agrees that any such documents shall not be made available to any individual or organization other than the appropriate County officials without prior written approval of the County. Nothing contained in this paragraph shall be construed to prevent the Consultant from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the County.

IX. Binding Effect

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Consultant and Sub-Consultant of the parties.

X. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

XI. References

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

XII. Records Retention and Review

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

XIII. Written Task Orders

The County shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant. Contractor must acknowledge receipt of the written Task Order.

XIV. Location of Work

The designated area for monitoring Contractor or County forces debris removal ("COUNTY ROW") is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on Non-County roadways or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Wake County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.

NC Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. A listing of secondary roads, *Secondary Routes Eligible for FHWA Reimbursement and Exempt from Release to the County*, not eligible for debris removal by the Contractor and a map, *FEDERAL AID ROADS*, showing the location of the routes are provided in Appendix X.

The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NC-designated routes or secondary routes listed as eligible for FHWA reimbursement.

XV. Project Summary

Provide Disaster Debris Monitoring Services on an as-needed basis. Wake County will contract with qualified Consultant(s) to assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

XVI. Scope of Work Overview

The County is seeking the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County, and Debris Removal Contractor.
- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in the most current Federal Emergency Management Agency (FEMA) Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris

Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Preliminary Damage Assessment (PDA).

XVII. Scope of Services for Debris Monitoring

Provide debris monitors and debris monitoring services to assist Wake County with monitoring Contractors' debris removal, management and reduction activities, and disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program, NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

XVIII. Pre-Event Requirements

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Consultant will provide at no cost to the County a half-day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the most current FEMA 327Public Assistance Debris Monitoring Guide.

XIX. Post –Event Requirements

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

XX. Personnel Requirements and Responsibilities

A. Debris Monitoring Field Supervisor

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion
6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

B. Debris Loading Site Monitors

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets.

Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
2. Constant observation of the collection activities of contractors crews and equipment
3. Issuing load tickets
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices (MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW
7. Properly monitor and record performance and productivity of debris removal crews
8. Ensure that loads are contained properly before allowing debris loaded trucks leave the site
9. Ensure only eligible debris is loaded by the debris removal crews
10. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. DMS/Tower Monitors

Consultant shall provide debris tower and Debris Management Site (DMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units' compartments and accurately computing volume capacity in cubic yard for all

contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.

2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the DMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the DMS Field Supervisor as needed to conduct DMS daily hazard analysis inspections with the debris removal contractor.

D. Clerical/Data Entry Supervisor

Consultant shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately enter load ticket information into the consultant's information management systems and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative.

XXI. Required Documentation and Reports

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports; who is responsible for providing information in support of the reports and the accuracy of the reports:

A. Project Manager's Daily Report

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports;

B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

C. Load Tickets

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire work day. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket and ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultant's monitors is the responsibility of the Consultant.

D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks, but may assist the Consultant's representative.

E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

G. DMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, DMS(s)/Final Disposal Facility under your direct supervision worked, and issues encountered. Note any DMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each work day by the Data Entry/Clerical Supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un-reconciled tickets. The total number

of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets

I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

J. GIS Daily Report

The GIS Daily Report shall be completed each work day by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data.

Item Title:

Approve Special-Called Meetings for Work Sessions on Wednesday, September 16, 2020 to discuss the Town Hall Design and Thursday, September 17, 2020 for Strategic Planning from 6:00 pm to 8:00 pm.

Report to the Board of Commissioners:

Monday, September 14, 2020

Specific Action Requested:

Approve and set the two special called meetings.

Item Summary:

Staff requests that the Town Board of Commissioners approve 2 Special-Called Meetings for work sessions regarding the Town Hall Project and Strategic Planning Initiatives on the following dates and times:

Wednesday, September 16, 2020 from 6 p.m. to 8 p.m.

Thursday, September 17, 2020 from 6 p.m. to 8 p.m.

In accordance with NC G.S. 143-318.12, the Town Clerk will post written notice of the special meeting stating its purpose on the door of the Board Room and emailed to the Town of Wendell's sunshine list for awareness. Notice will also be posted on the Town of Wendell website.

Attachments:

None

Item Title:

Introduction of Accreditation Manager Marie Pilotto

Report to the Board of Commissioners:

Monday, September 14, 2020

Specific Action Requested:

Introduction of Accreditation Manager Marie Pilotto

Item Summary:

On Monday, July 13, 2020, Marie Elizabeth Pilotto joined the Wendell Police Department as its Accreditation Manager. Marie is a resident of Johnston County. Marie is a graduate of the University of Kansas where she was awarded a Bachelor of Arts in Psychology. Marie will serve as the Accreditation Manager as well as the manager of our evidence and property control functions.

Marie has a total of almost 12 years of evidence and property room experience with police departments. Her most recent position of Property Technician was with the Overland Park, Kansas Police Department where she served for 10 years and resigned from that job as her family relocated to North Carolina. She was initially certified with the International Association for Property and Evidence in 2008. Additional evidence training completed included asset forfeiture, property and evidence room control, collection and preservation of fire evidence and handling of biological evidence. Of equally importance is her training and experience in policy and procedure development associated with the Commission on Accreditation for Law Enforcement Agencies (CALEA) accreditation process. Marie's evidence and property experience are invaluable as they require rigid development of and adherence to policies and procedures.

Marie is in the early phases of on-boarding at the Police Department. Over the next few months, she will be engaged in formal training opportunities associated with both accreditation and property and evidence management. Active engaged in policy review and development is key as the department move forward in assuring the use of best practices which are CALEA compliant.

While Marie has been a part of the Police Department for just a little over 2 months, she has hit the ground running. Policy reviews are underway, CALEA onboarding has been completed and she is developing a network with other accredited agencies in the area which will serve her well as the Police Department navigates through the accreditation process. Staff is excited to have Marie as a part of the Team.

Attachments: None

Item Title:

Update on CALEA Law Enforcement Accreditation Process

Report to the Board of Commissioners:

Monday, September 14, 2020

Specific Action Requested:

Receive an update report on the law enforcement accreditation process.

Item Summary:

On February 11, 2019, the Town Board adopted its Strategic Plan with the purpose being “to provide for a process that aligns resources with commitment from Town organization leaders to bridge the gap between the assessed current conditions and envision community of the future”. One of the nine strategic initiatives under Goal 2 (Public Safety and Neighborhood Improvement) of this plan is to establish an action plan for the police department to achieve Commission on Accreditation for Law Enforcement Agencies (CALEA) accreditation and initiate policy review and development to implement accreditation through CALEA.

The purpose of the law enforcement accreditation process is to improve law enforcement service by creating a national body of standards developed by law enforcement professionals and to recognize professional achievements by establishing and administering an accreditation process through which a law enforcement agency can demonstrate that it meets those standards.

CALEA accreditation benefits law enforcement agencies and the communities they serve by instilling a management tool which promotes greater accountability within the agency, reduces risk and liability exposure, establishes stronger defense against lawsuits, increases support from local government officials and encourages increased community advocacy. This is a complex process that requires an agency to examine itself, its policies and its relationships in order to better serve the community and enhance accountability. It is an ongoing process that not only addresses long standing needs but adjusts requirements to a changing law enforcement environment such as we have seen over the last few months.

The FY20 Budget as approved provide funding for staff and associated costs to advance this initiative. Selection of the right person for this position was essential and we remained deliberate through the hiring process. Our commitment to obtaining a solid applicant pool along with desire to hire the most suitable person did delay us past the target start date. Then as we moved through the background process COVID 19 created additional delays. We were ultimately able to hire our Accreditation Manager, Marie Pilotto, in Mid-July.

The accreditation process is a time-consuming commitment particularly in its initial phases. Even in reaccreditation, the need to monitor processes requires a significant commitment of time and resources to ensure compliance is met. The position of Accreditation Manager is also responsible for management and oversight of the Evidence Room. This responsibility is a high liability area as proper management of evidence and property not only reduces liability to the Town but further enhances the professional administration of justice throughout the judicial process.

In June 2020, the Police Department received notification that the Wendell Police Department has been deemed eligible to participate in the CALEA Law Enforcement Accreditation Program.

The Police Department is currently in the self-assessment phase of the accreditation process. In this phase, all policies and procedures are reviewed and approved or amended as needed to ensure they meet compliance with the applicable CALEA standards. In some cases, new policies and procedures may be needed at either the Police Department or at the Town level. The Police Department's policies and procedures last received a comprehensive re-write in 2012 and the Town's Personnel Policies were most recently amended in 2016 after a comprehensive revision in 2013. This is the most labor-intensive component of initial accreditation. In addition to the reviews, dedicated staff is required to attend mandatory training at a national CALEA conference and begin to generate proofs of compliance to the applicable CALEA Standards.

With the acceptance into the CALEA Law Enforcement Accreditation Program and the hiring of Marie Pilotto as our Accreditation Manager, we have taken the first big steps toward achieving accreditation.

On July 21, 2020, Chief Carter and Accreditation Manager Pilotto attended a virtual get started meeting with our CALEA Program Manager to officially begin onboarding into the process. This allowed CALEA the first opportunity to learn about our Police Department and provide initial direction.

Later in July 2020, Accreditation Manager Pilotto attended the first ever virtual CALEA Conference which was four days of CALEA specific training allowing her to gain a stronger understanding of the process and how to successfully partner with CALEA to achieve successful results. Many of these courses were recorded which allows the opportunity to review as needed.

The Police Department is using a web-based application to manage the accreditation process to include police and procedure development and access. Accreditation Manager Pilotto has been attending virtual training courses on the best way to use the system to benefit staff and the organization.

One of the most important components of successful engagement in the accreditation process is networking with other agencies at various stages in the process. The North Carolina Law Enforcement Accreditation Network (NCLEAN) serves as the hub of this networking component where agencies can come together, share policies, evaluate one another informally and work toward representing North Carolina law enforcement at the highest possible level. The Wendell Police Department has joined this network and Accreditation Manager Pilotto has attended a

virtual meeting and begun to develop contacts and obtain access to materials from participating agencies.

Accreditation Manager Pilotto is required to attend Accreditation Manager Training offered by CALEA. She is enrolled in the next available class and will start that class in January 2021. This will not impact any ongoing progress in the accreditation initiative as work can be done prior to this training.

In addition to the on-boarding with CALEA and the many training activities already undertaken, Staff has begun the process of a comprehensive review of existing policies and procedures to determine the level of compliance with CALEA standards. Staff across the Police Department will be asked to work with Accreditation Manager Pilotto to develop and or refine policies and procedures which meet the needs of the community, fulfill the requirements of the CALEA standards and provide all stakeholders with clear and concise expectations for the community served.

This is an exciting time for the Police Department and our community as we work to fulfill the strategic initiative while advancing the Police Department to an even higher level of professionalism and accountability based on international best practices and standards.

Attachments:

None

Item Title:

Presentation of Downtown Service Comparatives for Parking, Food Trucks, Electric Vehicle Charging, Lighting, and Solid Waste Service.

Report to the Board of Commissioners:

Monday, September 14, 2020

Specific Action Requested:

Presentation only, no action requested.

Item Summary:

With the efforts to revitalize downtown Wendell, staff has recognized both by feedback from the community, as well as direct observations, the need to consider how the Board would like to handle municipal services specific to the DMX district. Staff will discuss a list of topics, and follow the same format for each discussion item. Staff recognizes the need to give the Board the opportunity to speak with their constituents and consider the topics at hand, so this discussion will take place over several Board meetings.

The topics for discussion are Parking, Food Trucks, Electric Vehicle Charging, Lighting, and Solid Waste Service. Staff will address each topic by defining the issue, identifying the specific area impacted, providing a comparative analysis, and provide the opportunity for Board to discuss and to give initial thoughts to guide staff.

Attachments:

None

Item Title:

Public Hearing on a Zoning Map Amendment request to rezone 50.63 acres from Rural Residential (RR) to Residential-3 (R3)

Specific Action Requested:

Hold a public hearing on the proposed rezoning request and consider adopting the attached ordinance, which includes a statement of comprehensive plan consistency and reasonableness.

Item Summary:

The applicant is requesting to rezone a 50.63-acre parcel that is currently located in the town’s extraterritorial jurisdiction (ETJ) from RR to R3.

In March 2019, a conditional district request proposed at this location was recommend for denial by the Planning Board mostly due to challenges with access to the site.

In November 2019, the Planning Board approved a request by the current applicant to rezone the property to R2. The request was withdrawn before proceeding to the Town Board.

Currently, the applicant is requesting a rezoning to R3, that is not part of a conditional district. Issues regarding access to the site have been resolved by the Anderson Estate Deed (see attachment D).

This type of rezoning allows for all permitted uses within the R3 zoning district (see attachment B).

Property Information Summary	
Location	East side of Eagle Rock Road along the north side of the railway Addresses: 0 Eagle Rock Road PINs: 1774-72-4863
Current Zoning	RR
Requested Zoning	R3
Area of Request	50.63 acres
Corporate Limits	ETJ – will to be annexed
Property Owner	520 State Street, LLC
Applicant	Amanda S. Bambrick

Project Setting – Surrounding Districts and Land uses:

<u>DIRECTION</u>	<u>LANDUSE</u>	<u>ZONING</u>
North	Agricultural	RR
South	Residential/Vacant	RR/RA
East	Residential/Vacant	RA
West	Residential	R3/R-30

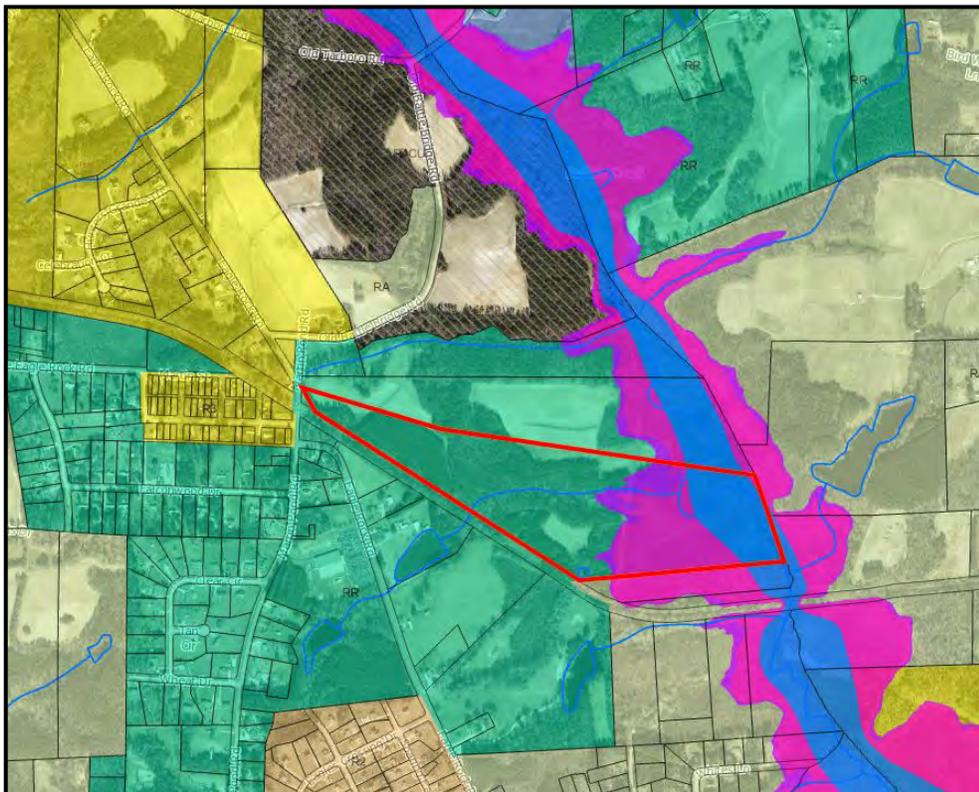
Zoning District:

This property is located within the town’s extraterritorial jurisdiction and is zoned RR. The surrounding properties are currently zoned RA, RR, R3 and Wake County R-30. The RA district allows a minimum lot size of 1 acre, the RR district allows a minimum of 25,000 sq. ft. and the R3 minimum lot size is 10,000 sq. ft. The Anderson Farm subdivision which is a few parcels north, is zoned R4-CU with a minimum lot size of 6,000 square feet.

The R3 zoning district has the following minimum dimension standards;

- 60ft Lot Width
- 25ft Front Setback
- 20% of lot width combined, Side Setback
- 20ft rear setback
- 3 stories, maximum height

Current Zoning Map (Requested Property outlined in red):



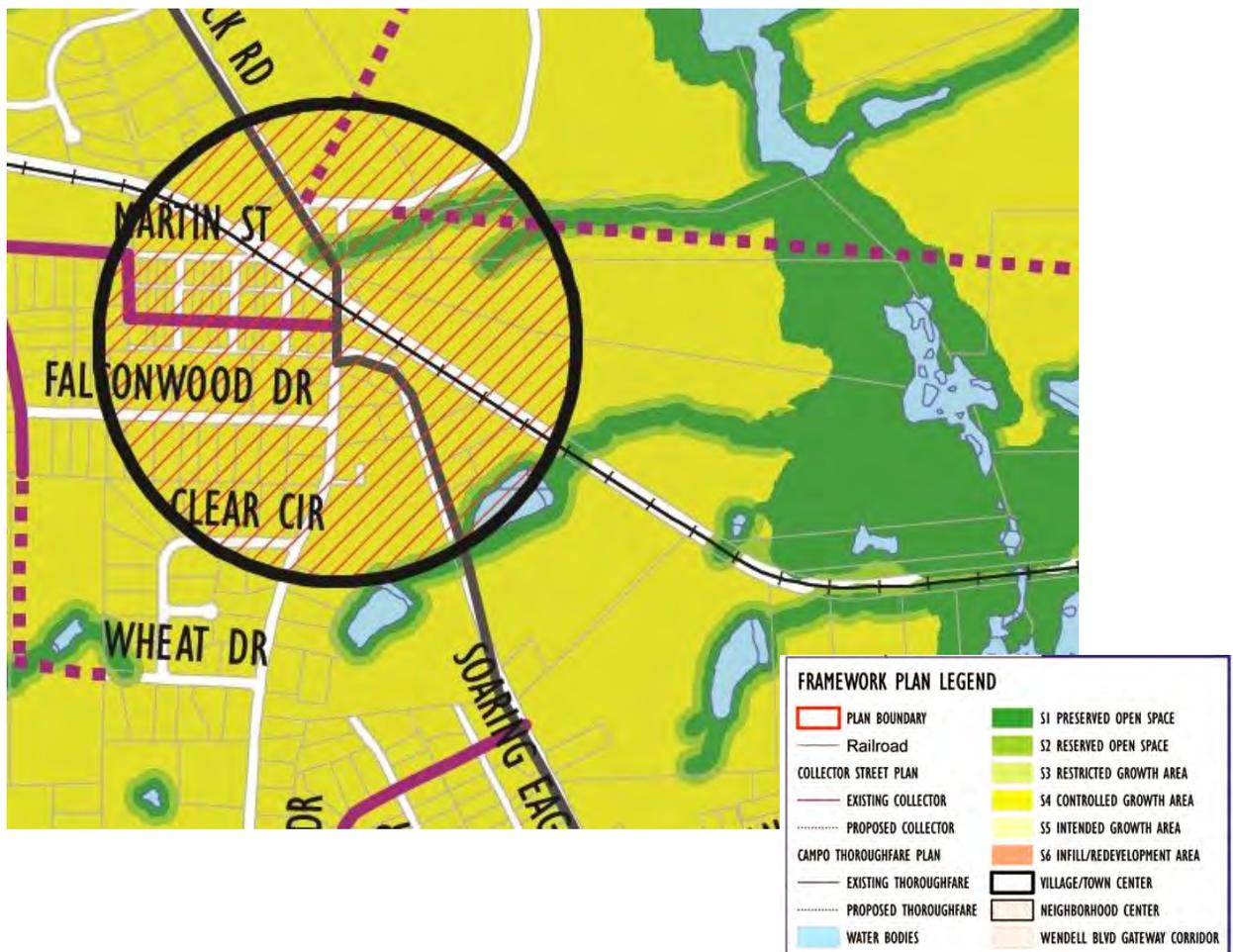
Comprehensive Plan:

The Wendell Comprehensive Plan defines this section as S-4 “Controlled Growth Sector” and partly in a Neighborhood Center.

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

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

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



Planning Board Recommendation:

At their July 20, 2020 meeting, the Planning Board voted 7-1 to recommend approval of the requested zoning map amendment.

Voting in Favor: Jonathan Olson, Jimmena Huffman-Hall, Levin Jones, Deans Eatman, Cande Killian Wood, Ryan Zakany and Brett Hennington

Voting Against: Allen Swaim

Absent: Michael Firstbrook

Statement of Plan Consistency Reasonableness:

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is consistent with the comprehensive plan and is reasonable in nature.

- The requested zoning map amendment is consistent with the recommended uses outlined in the Wendell Comprehensive Land Use Plan for the S-4 Sector and is reasonable to be consistent with adjoining zoning districts.

Applicant Justification:

The applicant lists the following reasons for rezoning the property from RR to R3:

“As Wendell continues to experience population growth, this rezoning will provide for a range of housing opportunities with reasonable access to the Town’s downtown core. While density would increase, this rezoning is not expected to unreasonably impact the level of available Town services and is expected to diversify and increase the Town’s tax base. By providing additional residential opportunities, we expect the rezoning to promote Wendell’s attractiveness to business and people. Open space in accordance with the Town ordinances will preserve the Town’s natural resources and amenities. While this property appears to be designated as “industrial” pursuant to the Town’s 2007 future land use map, we would note that industrial uses are perhaps disfavored over time and this use would likely be perceived as less impactful to neighboring properties. We would also note that per state statute, the future land use map would automatically be amended as part of the rezoning process if the rezoning is approved.”

Staff Recommendation:

Staff recommends approval of this rezoning request.

Attachments:

- A. Application
- B. R3 Zoning District Land Use Chart
- C. Ordinance
- D. Anderson Estate Deed



2019 TOWN OF WENDELL ZONING MAP AMENDMENT PACKET



Town of Wendell Planning Department
15 E. Fourth St.
Wendell, NC 27591

Phone: 919.365.4448
Fax: 919.366.1462
www.townofwendell.com

ACKNOWLEDGEMENT OF ZONING MAP AMENDMENT INFORMATION

I, 520 State Street, LLC, acknowledge the receipt of the following items pertaining to the rezoning of the property located at 0 Eagle Rock Road, Wendell, NC

- X Application for Traditional Zoning Map Amendment
- X Submittal Schedule
- X Future Land Use Map
- X District Use Regulations Table
- X Amendment Procedures

Submittal Deadline Date: May 15, 2020


Applicant

 May 15, 2020
Date

PETITION TO AMEND THE ZONING MAP

In the reviewed by both the Planning Board and the Town Board of Commissioners Form last updated on 12/06

Date: 5/15/2020 PETITION # ZM-

Applicant's Name: <u>Amanda S. Mann</u>	Phone: <u>919.213.7320</u>	Fax: <u>919.882.8890</u>
Mailing Address: <u>421 Fayetteville Street, Suite 530, Raleigh, NC 27601</u>		
Owner's Name: <u>520 State Street, LLC</u>	Phone:	Fax:
Mailing Address: <u>2912 Highwoods Blvd. Suite 100, Raleigh, NC 27604</u>		

NOTE: If several properties are involved in this request, please attach a sheet listing each property, property owner, mailing address, telephone, and fax number.

1. Relationship of Applicant to Property: <input type="checkbox"/> Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Optionee <input checked="" type="checkbox"/> Other agent/attorney	
2. Location of Property: <u>0 Eagle Rock Road, Wendell</u>	PIN #: <u>1774724863</u>
3. Current Zoning: <u>RR</u>	4. Requested Zoning: <u>R-3</u>
5. Legal Description of Property: <i>(Please Label As ATTACHMENT A)</i> Include on a sheet of paper the property survey, Wake County Tax Map PIN Number, block or lot numbers with metes and bounds description of the area, or any other legal information available.	
6. Adjacent Property Owners: <i>(Please Label As ATTACHMENT B)</i> Include on a sheet of paper the names and addresses of the owners whose property abuts and is adjacent to the property in question.	
7. Why Property Should Be Rezoned: <i>(Please Label As ATTACHMENT C)</i> Include on a sheet of paper an explanation in detail of why you feel the property should be rezoned. The explanation should include if the rezoning coincides with the Comprehensive Land Use Plan and if the impact of the proposed rezoning effects adjacent or surrounding properties. Also within this attachment should be the impact on governmental services (utilities, schools, police protection, streets, etc.), that the uses permitted within the requested district would create.	

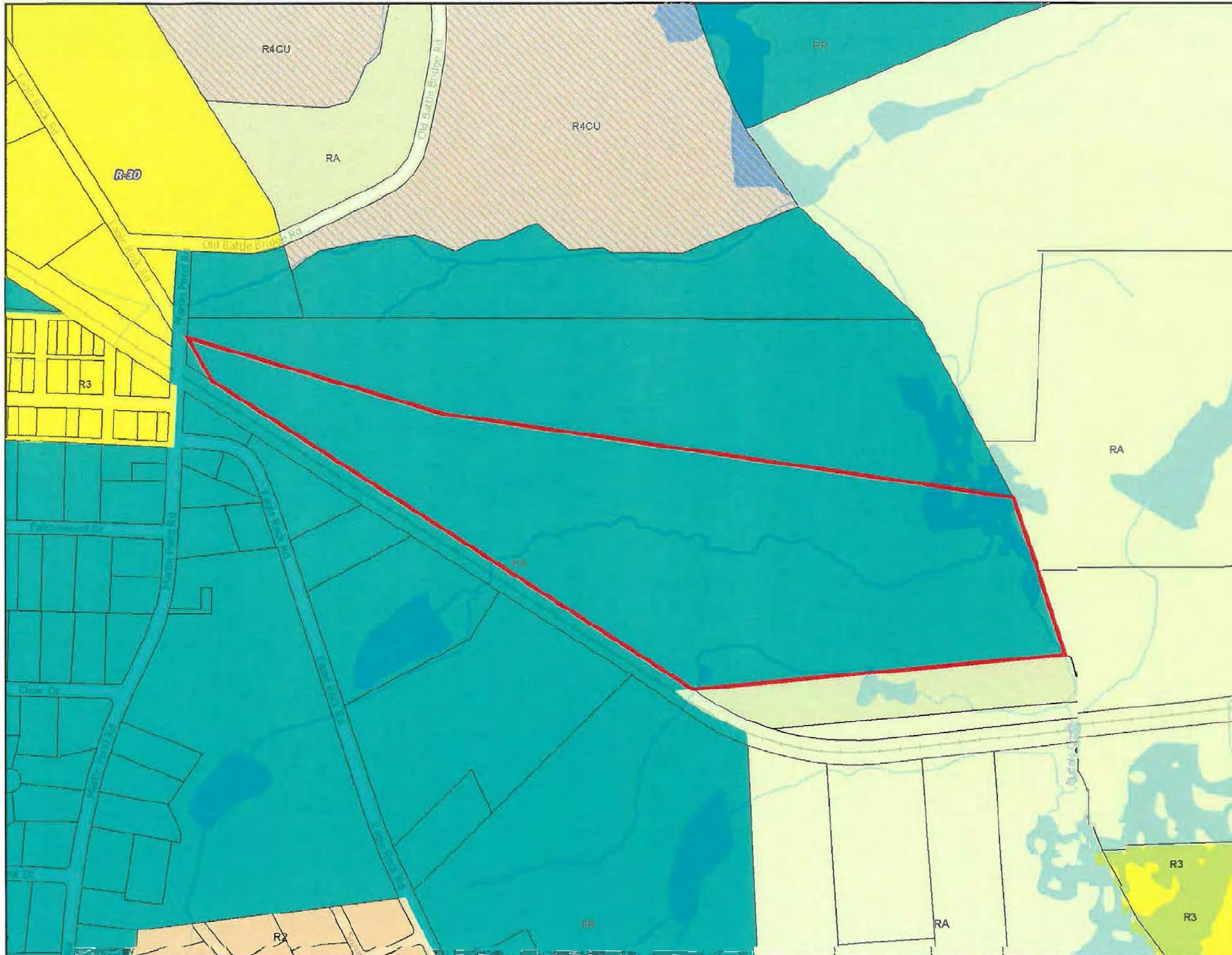
After completing the attachments listed above, I certify that I am the owner or have the consent of the owner and act on his or her behalf in making this petition for an amendment to the zoning map.



May 15, 2020
 Date

OFFICE USE ONLY		Fee Paid: _____	Date Paid: _____
PLANNING BOARD		Date Petition Was Reviewed: _____	Recommendation: <input type="checkbox"/> Approval <input type="checkbox"/> Denial
The decision of the Planning Board was based on the following considerations: _____			
The decision was consistent with the Comprehensive Plan: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Conditions of Approval: _____			
TOWN BOARD OF COMMISSIONERS		Date Public Hearing Scheduled: _____	Date Sign Erected: _____
Dates Public Hearing Advertised: (#1): _____ in _____		AND	(#2): _____ in _____
Town Board Recommendation: <input type="checkbox"/> Approval <input type="checkbox"/> Denial			
Conditions of Approval: _____			
Town Clerk's Signature _____		Date _____	
Mayor's Signature _____		Date _____	

ATTACHMENT A



PIN: 1774724863
 PIN Ext: 000
 Real Estate ID: 0001922
 Map Name: 1774 04
 Owner: 520 STATE STREET LLC
 Mail Address 1: 2912 HIGHWOODS BLVD STE 100
 Mail Address 2: RALEIGH NC 27604-1095
 Mail Address 3:
 Deed Book: 016956
 Deed Page: 01017
 Deed Acres: 50.63
 Deed Date: 10/31/2017
 Building Value: \$0
 Land Value: \$365,096
 Total Value: \$365,096
 Billing Class: Business
 Description: TR2 SAMUEL ANDERSON HEIRS BM2001 -01415
 Heated Area:
 Street Name: EAGLE ROCK RD
 Site Address: 0 EAGLE ROCK RD
 City:
 Planning Jurisdiction: WE
 Township: Mark's Creek
 Year Built:
 Sale Price: \$0
 Sale Date:
 Use Type:



0 220 440 880 ft

1 inch = 400 feet

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.

ATTACHMENT B

DMC Concrete Pumping Misc LLC, 4501 NEW BERN AVE STE 130, RALEIGH NC 27610-1550

Lisa Clark Pearce, 1532 EAGLE ROCK RD, WENDELL NC 27591-9063

Chester Ray Smith, 1029 EAGLE ROCK RD, WENDELL NC 27591-9047

Central Baptist Church of Wendell Inc, 11109 POOLE RD, WENDELL NC 27591-8748

Town of Wendell, 15 E FOURTH ST, WENDELL NC 27591-9042

William G & Jean W Dean, 105 LILES DEAN RD, WENDELL NC 27591-9033

James Edward and Mathew Edward Bailey, PO BOX 338, WENDELL NC 27591-0338

Trustee for the Bunn Family Irremovable Trust, 313 OLD BATTLE BRIDGE RD, WENDELL NC 27591-9077

ATTACHMENT C

As Wendell continues to experience population growth, this rezoning will provide for a range of housing opportunities with reasonable access to the Town's downtown core. While density would increase, this rezoning is not expected to unreasonably impact the level of available Town services and is expected to diversify and increase the Town's tax base. By providing additional residential opportunities, we expect the rezoning to promote Wendell's attractiveness to business and people. Open space in accordance with the Town ordinances will preserve the Town's natural resources and amenities. While this property appears to be designated as "industrial" pursuant to the Town's 2007 future land use map, we would note that industrial uses are perhaps disfavored over time and this use would likely be perceived as less impactful to neighboring properties. We would also note that per state statute, the future land use map would automatically be amended as part of the rezoning process if the rezoning is approved.



BOHLERTM
ENGINEERING NC, PLLC

4130 ParkLake Avenue, Suite 130
Raleigh, NC 27612
PHONE 919.578.9000

Date: September 13, 2019



**Legal Description of a
50.632 Acre
Property of 520 State Street LLC
(DB 16956, PG 1017)
(BM 2001, PG 1415)
Wendell, NC**

Beginning at an existing iron stake, said iron stake also being located on the easterly rights-of-way line of SR-1003, as shown on a survey recorded at Book of Maps 2001, Page 1415, said point also being THE POINT OF BEGINNING;

Thence leaving said easterly rights-of-way line of SR-1003 the following courses and distances:
S 72° 56' 51" E 1,107.43' to an existing iron pipe;
S 81° 12' 02" E 2,409.84' to no point installed, passing through a new iron pipe at 367.06', said point being shown in the centerline of Buffalo Creek;

Thence with said centerline of Buffalo Creek S 20° 16' 59" E 663.66' to no point installed;

Thence leaving said Creek S 84° 28' 35" W 1,562.99' to an existing iron pipe, passing through a new iron pipe at 1,040.64', and passing through an existing iron pipe at 1,271.96', said pipe being along the northerly rights-of-way line of the Southern Railroad;

Thence with said northerly rights-of-way line of the Southern Railroad N 57° 14' 53" W 2,383.05' to an existing iron stake;

Thence leaving said northerly rights-of-way line of the Southern Railroad N 31° 55' 30" W 208.68' to THE POINT OF BEGINNING and containing 2,205,518 square feet or 50.632 acres, more or less.

This legal description is based solely on a map recorded at Book of Maps 2001, Page 1415, in Wake County Register of Deeds, titled Samuel G. Anderson Heirs, prepared by Gil Clark Surveying and dated May 9th, 2001. This legal description does not represent a field survey by this firm

The property described hereon is subject to all easements, rights-of-way and restrictions of record.

Town of Wendell, NC
 Residential (3) Zoning District
 Land Use Chart

PERMITTED USES	PERMITTED WITH ADDITIONAL STANDARDS	SPECIAL USES (Requires Board Approval)
Bed and Breakfast Inns Dwelling-Single Family Government Services Schools - Elementary & Secondary	Animal Services Cemetery Child/Adult Day Care Home (8 or less persons) Cultural or Community Facility Dwelling-Secondary Family Care Home (6 or fewer residents) Home Occupation Housing Services for the Elderly Manufactured Housing Meeting Facility/Indoor Event Venue Recreation Facilities, Indoor Recreation Facilities, Outdoor Transit Station - Passenger Utilities - Class 1 Utilities - Class 2	Public Safety Station Religious Institutions Wireless Telecommunication Facility - Stealth Wireless Telecommunication Facility - Tower

O-27-2020

AN ORDINANCE AMENDING THE ZONING MAP
OF THE TOWN OF WENDELL

WHEREAS a petition has been filed with the Board of Commissioners of the Town of Wendell requesting an amendment to the Zoning Map of the Town of Wendell to include in the Residential 3 (R3) zoning district the property described below, said property formerly being zoned Rural Residential (RR); and

WHEREAS said property is owned by 520 State Street, LLC; and

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

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

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

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

WHEREAS the said public hearing was actually conducted at 7:00 p.m. on September 14, 2020 in the board room at Wendell Town Hall and wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments:

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

SECTION 1. That the Zoning Map of the Town of Wendell is hereby amended to include in the **Residential 3 (R3)** zoning district 50.63 acres of land located within the parcel located at 0 Eagle Rock Road (PIN # 1774-72-4863).

SECTION 2. The requested zoning map amendment for the parcel within the rezoning area identified as ZM20-02 from Rural Residential (RR) to **R3** is found to be reasonable in order to

balance consistency with adjoining zoning districts and is consistent with the recommended uses and development types outlined in the Wendell Comprehensive Land Use Plan for the S4 sector.

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

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

DULY ADOPTED the 28th Day of September 2020

(Town Seal)

Virginia R. Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, Town Clerk

James P. Cauley III, Town Attorney

Wake County, NC 219
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/11/2001 11:50:01
Book : 009110 Page : 00190 - 00192

Excise Tax \$.00

Recording Time, Book and Page

Tax Lot No. 0001861; 0001922 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20____
by _____

Mail after recording to ~~THE DOYLE LAW FIRM / BOX 55~~
This instrument was prepared by **HOWARD G DOYLE**

Hamrick #191

Brief Description for the index

[Empty box for brief description]

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this **October 3, 2001** by and between

GRANTOR

GRANTEE

**SAMUEL G. ANDERSON, JR. EXECUTOR
OF THE ESTATE OF SAMUEL G. ANDERSON;
SAMUEL G. ANDERSON, JR. AND WIFE,
RAMONA M'LOU ANDERSON;
ANGELA ANDERSON BATEMAN AND HUSBAND,
RONALD BRUCE ANDERSON**

ANGELA ANDERSON BATEMAN
*P.O. Box 847
Wendell, N.C.
27591*

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , **MARKS CREEK** Township, **WAKE** County, North Carolina and more particularly described as follows:

TRACT ONE:

BEING all of Tract 2, containing 23.94 gross acres (23.29 net acres) as shown on the map entitled "Property Survey for Samuel G. Anderson Heirs, Marks Creek Township, Wake County, North Carolina" recorded in Book of Maps 2000, Page 2174, Wake County Registry.

TRACT TWO:

BEING all of Tract 2, containing 50.632 acres as shown on map recorded in Book of Maps 2001, Page 1415, Wake County Registry, together with a perpetual easement of ingress, egress and regress over and to that certain 60 foot wide easement shown on map recorded in Book of Maps 2001, Page 1415, Wake County Registry, for the purpose of providing access to SR 1003 and a perpetual easement over the area within the 60 foot wide easement as shown on said recorded map for the installation and maintenance of a street and utilities, including, but not limited to, such utilities as water, sewer, electrical power, telephone, cable and/or natural gas lines.

It is anticipated that the Grantee, or the Grantee's heirs or assigns, will subdivide Tract 2 and develop it as a residential subdivision. In that event, it is specifically understood and agreed by the Grantor that all owners of any lot developed within Tract 2 shall have the same perpetual easement of ingress, egress and regress over the said 60 foot wide easement as is granted to the Grantee. If in the future, the Grantee or the Grantee's heirs or assigns, might desire to have any road or street installed over the 60 foot wide easement area dedicated to the public and taken over for maintenance by the appropriate governmental authority, that such action shall be permitted. This shall in no way limit Grantor, or Grantor's heirs or assigns, rights to use or improve the easement area.

The property hereinabove described was acquired by Grantor by instrument recorded in Book , Page .
(Office of the Clerk of Superior Court, 00 E 1813, Estates Division)

A map showing the above described property is recorded in

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: _____

President

ATTEST: _____

Secretary (Corporate Seal)

USE BLACK INK ONLY

Samuel G. Anderson, Jr. (SEAL)
SAMUEL G. ANDERSON, JR., EXECUTOR OF THE
ESTATE OF SAMUEL G. ANDERSON

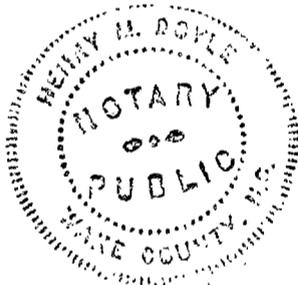
Samuel G. Anderson, Jr. (SEAL)
SAMUEL G. ANDERSON, JR.,

Ramona M'Lou Anderson (SEAL)
RAMONA M'LOU ANDERSON

Angela Anderson Bateman (SEAL)
ANGELA ANDERSON BATEMAN

Ronald Bruce Bateman (SEAL)
RONALD BRUCE BATEMAN

SEAL-STAMP



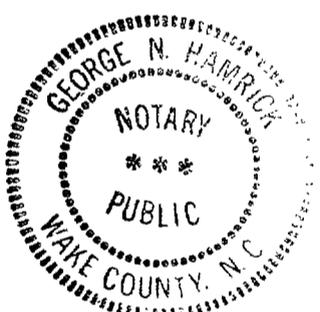
USE BLACK INK ONLY

NORTH CAROLINA, WAKE County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that SAMUEL G. ANDERSON, JR, EXECUTOR OF THE ESTATE OF SAMUEL G. ANDERSON; SAMUEL G. ANDERSON, JR. and RAMONA M'LOU ANDERSON, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 10 day of October, 2001.

My commission expires: 4/05/05 [Signature] Notary Public

SEAL-STAMP



USE BLACK INK ONLY

NORTH CAROLINA, WAKE County.

I, the undersigned, a Notary Public of the County and State aforesaid, certify that ANGELA ANDERSON BATEMAN and RONALD BRUCE BATEMAN, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9th day of October, 2001.

My commission expires: 5-21-02 [Signature] Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant-Register of Deeds.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009110 Page : 00190 - 00192

**Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.**



**Wake County Register of Deeds
Laura M. Riddick
Register of Deeds**

North Carolina - Wake County

The foregoing certificate of _____
_____ *Geary M. Doyle*
_____ *George M. Riddick*

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: *Christina Baker*
~~Assistant~~ Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ *3* New Time Stamp
_____ # of Pages

Item Title:

Citizen Advisory Board Appointment to 2 in-town vacancies on the Parks and Recreation Commission and 1 vacancy on the Tree Board.

Specific Action Requested:

The Town Board is asked to vote for 2 applicants to fill the 2 in-town vacancies on the Parks and Recreation Commission and 1 applicant to fill 1 of the 4 vacancies on the Tree Board. Terms for these vacancies expire on June 30, 2023

Item Summary:

At its June 22, 2020 Town Board meeting, the Wendell Board of Commissioners advised staff to accept applications for the 2 vacant Parks and Recreation Commission positions and the 4 Tree Board vacancies. The application deadline was set for February 15th and marketing included video, social media posts, website marketing, e-board and print marketing distributed throughout Town businesses. The Town Clerk only received 1 application for the Tree Board at this meeting for the Board to consider, as the other applications for these positions had already been voted into other citizen advisory boards.

Since that June meeting, the Town Clerk has received 3 additional applications:

2 In-Town Applications to the Parks and Recreation Commission
1 ETJ Application to the Tree Board

Attachments:

- A. Applications for the Parks and Recreation Commission
- B. Application for the Tree Board

TOWN OF WENDELL NORTH CAROLINA		APPLICATION FOR APPOINTMENT
---	---	--

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

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

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;"><input type="checkbox"/></td><td>Board of Adjustment</td></tr> <tr><td style="text-align: center;"><input checked="" type="checkbox"/></td><td>Parks & Recreation Commission</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Economic Development Committee</td></tr> </table>	<input type="checkbox"/>	Board of Adjustment	<input checked="" type="checkbox"/>	Parks & Recreation Commission	<input type="checkbox"/>	Economic Development Committee	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30px; text-align: center;"><input type="checkbox"/></td><td>Planning Board</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Tree Board</td></tr> <tr><td style="text-align: center;"><input type="checkbox"/></td><td>Appearance Commission</td></tr> </table>	<input type="checkbox"/>	Planning Board	<input type="checkbox"/>	Tree Board	<input type="checkbox"/>	Appearance Commission
<input type="checkbox"/>	Board of Adjustment												
<input checked="" type="checkbox"/>	Parks & Recreation Commission												
<input type="checkbox"/>	Economic Development Committee												
<input type="checkbox"/>	Planning Board												
<input type="checkbox"/>	Tree Board												
<input type="checkbox"/>	Appearance Commission												

Name: Lucas Duggins

Physical Address: 5954 Coopers Hawk Trl Wendell, NC 27591

Mailing Address: 5954 Coopers Hawk Trl Wendell, NC 27591

Length of time you have resided in the Wendell area: 8 years

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

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

Telephone: 251-751-5784 Mobile: _____

E-Mail: ldugginsnc@gmail.com

Education: MBA

Occupation: Sr Solutions Architech

Employer: Duke Clinical Research Institute - Duke University

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

Boards/Committees/Civic Clubs	From	To
<u>Board Member- DreamCoat Ministries</u>	<u>2014</u>	<u>present</u>
_____	_____	_____
_____	_____	_____

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

Yes No

If Yes, describe extent:

TOWN OF WENDELL NORTH CAROLINA		APPLICATION FOR APPOINTMENT
---	---	--

What knowledge, skills and abilities would you bring to the board/commission/committee?
 Business process design, information technology, budgeting and finance

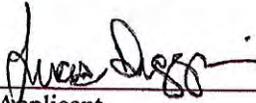
List any experience beneficial to your service on the above noted board/commission/committee for which you are applying:

Worked as a Search and Rescue Coordinator in US Coast Guard. Participating in FEMA Command Centers. Work as a solutions architect involves implementing technology and business process plans to find efficiency and cost savings.

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

No Yes If Yes, please explain:

References: Name	Address	Phone
(1) Jeff Polaski	Wendell, NC	
(2) Amber Duggins	5954 Coopers Hawk Trl	251-751-5785


 Applicant

09/03/2020
 Date

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

Your completed application is to be delivered to Town Clerk Megan Howard in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: mhoward@townofwendell.com

Date Received: <u>9/8/20</u>	Received by: <u>Megan Howard</u>
------------------------------	----------------------------------

For use by Town of Wendell staff:

Acknowledge receipt of application (date):	<u>9/8/20</u>
Verification of residency requirement:	<u>9/8/20</u>
Subdivision (if applicable):	<u>Edgemont Landing</u>
Letter to candidate for next steps:	<u>9/8/20</u>
Action by the Board (date):	<u>9/14/2020</u>
<input checked="" type="checkbox"/> Regular / <input type="checkbox"/> Alternate / <input type="checkbox"/> Ex-Officio	
Term (expiration date):	<u>6/30/2023</u>

**TOWN OF WENDELL
NORTH CAROLINA**



**APPLICATION FOR
APPOINTMENT**

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

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

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

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

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

Name: Crystal McFaden

Physical Address: 1720 Drift Falls Lane, Wendell NC 27591

Mailing Address: _____

Length of time you have resided in the Wendell area: _____

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

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

Telephone: 919-703-7111

Mobile: Same

E-Mail: McFadenTeam@gmail.com

Education: BA Opera Performance

Occupation: Realtor

Employer: Next Stage Realty

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

Boards/Committees/Civic Clubs	From	To
<u>Mt Horeb UMC Childrens performance</u>	<u>2007</u>	<u>2017</u>
<u>TCAA (Church plants missions)</u>	<u>1999</u>	<u>2004</u>
<u>Healing Species (DJJ compassion training)</u>	<u>2004</u>	<u>2008</u>

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

Yes No

If Yes, describe extent:

TOWN OF WENDELL NORTH CAROLINA		APPLICATION FOR APPOINTMENT
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What knowledge, skills and abilities would you bring to the board/commission/committee?

I have been on many planning committees for Churches that dont always agree with one another so I am experienced and gifted with negotiation. I have produced and directed musicals and theater, this has given me communication skills and organization skills.

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

Grew up with my father on the sub house committee with the Department of Agriculture. Grandparents farmers. general love for the outdoors and keeping it as green as possible.

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

No Yes If Yes, please explain:

References: Name	Address	Phone
(1) Lynda Crain	Bolo Trl Raleigh NC	919-995-2291
(2) Shelley Welch	Wake Forest	919-760-7363


Applicant

June 22, 2020
Date

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

Your completed application is to be delivered to Town Clerk Megan Howard in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: mhoward@townofwendell.com

Date Received: 6/23/20	Received by: Megan Howard
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For use by Town of Wendell staff:

Acknowledge receipt of application (date):	6/23/2020
Verification of residency requirement:	8/14/20
Subdivision (if applicable):	
Letter to candidate for next steps:	8/14/20
Action by the Board (date):	9/14/20
Regular / Alternate / Ex-Officio	
Term (expiration date):	6/30/23

**TOWN OF WENDELL
NORTH CAROLINA**



**APPLICATION FOR
APPOINTMENT**

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

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

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

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

Name: Marriott Sheldon
 Physical Address: 7001 Doc Procter Rd Wendell NC 27591
 Mailing Address: "
 Length of time you have resided in the Wendell area: 4 years
 Do you live in the Wendell town limits? Yes No ETJ: Yes No
Residency within the Town limits or ETJ (extra territorial jurisdiction) is required for membership on most Town of Wendell citizen advisory boards.
 Telephone: 919-414-4170 Mobile: 919-414-4170
 E-Mail: marrriott.m4@gmail.com
 Education: MFA, BA UNC CH
 Occupation: artist self employed
 Employer: "

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

Boards/Committees/Civic Clubs	From	To
<u>Tree Board Wendell</u>	<u>2017</u>	<u>Present</u>
<u>Colonial Dames of NC</u>	<u>2015</u>	<u>present</u>
<u>A Place At The Table</u> <u>volunteer</u>	<u>2019</u>	<u>present</u>

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

Yes No

If Yes, describe extent:

I served a three year term and would like to reapply for another term.

**TOWN OF WENDELL
NORTH CAROLINA**



**APPLICATION FOR
APPOINTMENT**

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

My experience includes working with/serving on the Tree Board for the past 3 years. I am an artist and a nature lover. I organized the Mother Tree Project in Wendell 2018. I am a team player and care about the natural beauty and charm of Wendell.

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

Experience as a Tree Board member.

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

No Yes If Yes, please explain:

References: Name	Address	Phone
(1) <i>Chris Randolph</i>	<i>Nyack NY</i>	<i>845 893-6674</i>
(2) <i>Corneille Little</i>	<i>Raleigh NC</i>	<i>919 758 9182</i>

Mariott Sheld
Applicant 8/20/20
Date

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

Your completed application is to be delivered to Town Clerk Megan Howard in person or by mail at Wendell Town Hall, 15 East Fourth Street, Wendell, NC 27591 or email at: mhoward@townofwendell.com

Date Received: <i>8/24/20</i>	Received by: <i>Megan Howard</i>
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For use by Town of Wendell staff:

Acknowledge receipt of application (date):	<i>8/24/20</i>
Verification of residency requirement:	<i>ETJ 9/8/20</i>
Subdivision (if applicable):	<i>-</i>
Letter to candidate for next steps:	<i>9/8/20</i>
Action by the Board (date):	<i>9/14/20</i>
<u>Regular</u> / Alternate / Ex-Officio	
Term (expiration date):	<i>6/30/2023</i>

Item Title:

Blueprint Wendell 2030 Steering Committee Appointment

Specific Action Requested:

Appoint the list of Blueprint Wendell 2030 Steering Committee members

Item Summary:

The Town of Wendell is undertaking the process of creating a new Comprehensive Plan called Blueprint Wendell 2030. As part of the process the Town is creating a Steering Committee. The committee will participate in a range of project activities and, more importantly, meet with the Consultant team throughout the process (3-4 meetings). Specifically, the Steering Committee will:

- Act as a liaison to the community about the project- Listen, and help raise awareness of the project and community outreach opportunities
- Provide insight and expertise on local conditions and issues
- Brainstorm ideas and concepts with the Consultant Team
- Review and comment on draft plan ideas, recommendations, and work products (maps, presentations, reports, etc.)

The committee will provide recommendations in response to questions posed by the Consultant team and project related information as it arises. Voting/approvals are not expected, as the elected officials have these responsibilities. The Town Board of Wendell will take action on Blueprint Wendell 2030 for adoption.

The committee should consist of representatives from community organizations, interest groups, and institutions with local knowledge and expertise in topics related to one or more plan elements. Those appointed to the committee should represent differing points of view and experiences and should be reflective of the diversity of the community. The following are examples of the types of people and interests that could be represented:

- ✓ Long-time residents
- ✓ Newcomers
- ✓ Large landowners
- ✓ Pro-Growth/No Growth
- ✓ Environmental Interests
- ✓ Business/Downtown Merchants
- ✓ Real Estate/Development
- ✓ Culture/History
- ✓ Major Employers

- ✓ Community Health/Well Being
- ✓ Economic Development
- ✓ Institutions

The ideal size of the committee should be between 7 and 12 members. A chair and vice-chair are recommended. The public will be invited to attend and observe the Steering Committee. If members are unable to attend, we do not anticipate coming back to the Town Board for new appointments as we have a few more selected than the recommendation.

Staff developed a draft list for review by the Board prior to the meeting. The final list as amended will be provided to the Board at the meeting for consideration.

Attachments:

- A. None

Item Title:

Proposal for Professional Services with Withers-Ravenel to Complete the Stormwater GIS Inventory Mapping

Report to the Board of Commissioners:

Monday, September 14, 2020

Specific Action Requested:

Authorize the Town Manager to execute the Task Service Agreement with Withers-Ravenel to complete the stormwater GIS inventory mapping in the amount of \$28,950.

Item Summary:

The Town initiated a multi-year project in 2015 to locate and map public stormwater features throughout the Town. The project was completed by the prior consultant in 2018 and data provided to the Town. In FY 2020, Withers-Ravenel was contracted to conduct a gap analysis of the existing stormwater program to determine the needs to achieve a compliant stormwater program audit scheduled by NCDEP for 2022. The gap analysis determined that the data collected was incomplete and that additional work is needed to develop the compliant stormwater program.

Withers-Ravenel, the Town engineer of record for stormwater services, provided the attached proposal to complete the necessary stormwater GIS inventory mapping. The anticipated cost of the work is \$28,950 and would be included in the end-of-year amendment to the FY 2021 Budget. The anticipated source of funding will be the General Fund Reserve.

The work completed will complete the gaps in the existing data set. The consultant will verify pipe connectivity and identify possible deficiencies in the stormwater conveyance. Data collected includes pipe attributes such as the diameter, pipe material, and overall structure condition and type. The completed data will be used to identify stormwater maintenance and capital project needs for upcoming years and provide a complete data set that can be maintained by the Town moving forward and added to as new development occurs.

Attachments:

Attachment A – Proposal for Professional Services for Stormwater GIS Inventory Mapping



April 22, 2020

Brian Bray
Public Works Director
Town of Wendell
PO Box 828
Wendell, NC 27591

RE: Task Order: GIS Stormwater Mapping

Dear Mr. Bray:

WithersRavenel (CONSULTANT) is pleased to submit this task order to the Town of Wendell, NC (TOWN) for updating the Town's GIS Database for Stormwater, including GPS collection of stormwater outfall points, and delivery of an updated GIS Database (PROJECT). This scope includes the core tasks that the CONSULTANT Team believes are the most crucial for this project, as well as a list of possible tasks that can be included into this project or future projects depending on budget and time constraints.

We look forward to working with you on this project. Please feel free to contact me should you require any clarification regarding this proposal.

Sincerely,
WithersRavenel

A rectangular box containing a handwritten signature in black ink that reads "Brandon Inscore".

Brandon Inscore, GISP
GIS Manager

Stormwater GIS Inventory Mapping Wendell, NC Proposal for Professional Services

A. Project Description

The CONSULTANT will provide the TOWN with field services to update the Town's existing GIS Database as it relates to discharge points and lines for the purposes of MS4 Compliance. The CONSULTANT will provide the following services for the stormwater system:

- GPS data collection for a portion of Stormwater Conveyance System updated since the last field inventory project as specified in Section B.
- Integration of GPS data into GIS database with quality assurance and quality control measures
- Project Management following best practices to meet objectives, quality standards, schedule, and budget.

B. Scope of Services

Task 1 – Database Design and Data Migration

The CONSULTANT will design a File Geodatabase using an ESRI information model or database schema designed specifically for Stormwater. This database will be set up to allow for future modeling and the development of a Master Plan. The database structure will be set up according to ESRI's Local Government Information Model (LGIM).

The CONSULTANT will migrate the existing GIS data from AMT and previously digitized from CAD files for the Wendell Falls area into the new GIS File Database.

Task 2 – Stormwater Utility Field Data Collection

The TOWN currently maintains a GIS stormwater system database that consists of features collected from another consultant, AMT. The CONSULTANT will GPS locate up to 300 stormwater features. The focus areas will be determined by gaps in the existing dataset where no data currently exists in the Town's Geodatabase or where there are no outfall points. The field crews will utilize survey grade GNSS equipment where it is estimated 85% of locations will be of survey quality and the remaining 15% will be of mapping grade Level B GPS quality. Any structures not meeting Class B survey standards due to GPS interference will be documented as such and the TOWN will be given the option of obtaining those structures at Class A survey for additional cost.

GPS located stormwater structures will be loaded into the new GIS database. Those structures will be assessed in the field by pulling lids and obtaining invert measurements as well as general condition attributes. In addition, the CONSULTANT will verify pipe connectivity and identify possible deficiencies in the stormwater conveyance. The CONSULTANT will collect attribute information for pipe, diameter, pipe material, inverts, and overall structure condition and type.

Task 3 – Office Connectivity and Quality Control

The CONSULTANT will utilize advanced tools in ArcGIS to screen the stormwater database for additional anomalies and topology errors. These topology errors will be resolved where possible when WithersRavenel staff has enough in-house knowledge to make such edits. Otherwise errors will be flagged for TOWN correction. The resultant database will be topologically correct with connectivity and flow direction from inlet to receiving stream. This will allow for network tracing and full-scale stormwater management decisions to be made with more precise information from the GIS database.

Task 4 – Project Management and Data Delivery

The geodatabase will be delivered with complete connectivity for the area inventoried. The delivery will be in ESRI File Geodatabase format. A review will also be provided as part of the delivery of the data into the TOWN's GIS Database.

C. Additional Services

Services that are not included in Section B or are specifically excluded from this Agreement shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. Additional services shall be paid by the Client in accordance with the executed On-Call Engineer Agreement. The exclusions are described below but are not limited to the following:

- Assess Wendell Falls stormwater structures with missing data previously digitized with missing attribute data.
- Fill in Missing Attributes Specified in detailed report to Client
- GIS Support Services
- Scanning as-builts or other record drawings
- Georeferencing and Scan-linking existing electronic documents

D. Client Responsibilities

During the performance of the CONSULTANT'S services under this AGREEMENT, the TOWN will:

- Provide full information as to its requirements for the scope of work
- Assist CONSULTANT by placing at his disposal all available information pertinent to the scope of work, including data and reports, GIS information, and any other data relative to the scope of work
- Provide timely feedback and response to inquiries, reviews, and communications.
- Review all project deliverables in a timely manner

E. Expenses

Additional expenses will be billed according to Exhibit II.

F. Compensation for Services

Task Number	Task Name	Cost
1	Database Setup and Data Migration	\$ 1,500.00
1	Stormwater Utility Field Data Collection	\$ 21,450.00
2	Office Connectivity and Quality Control	\$ 4,000.00
3	Project Management and Data Delivery	\$ 2,000.00
Lump Sum Fee Total		\$ 28,950.00

G. Timeline for Services

WithersRavenel will commence work upon receipt of written notice to proceed from the Client and complete work by the end of June 30, 2001, provided that notification is given prior to April, 30 2021.

H. Acceptance

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and the Town of Wendell for the basic services outlined in this document.

WithersRavenel

Town of Wendell



Brandon Inscore, GISP
GIS Manager

By: _____

Title: _____

Date: _____

Exhibit I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.

Exhibit II

Fee & Expense Schedule

WithersRavenel, Inc.

Description	Rate
Engineering/Landscape Architecture Project Mgmt.	
Principal	\$ 205
Client Experience Manager	\$ 190
Senior Project Manager	\$ 175
Project Manager	\$ 160
Assistant Project Manager	\$ 145
Engineering	
Senior Technical Consultant	\$ 190
Senior Project Engineer	\$ 175
Project Engineer III	\$ 160
Project Engineer II	\$ 145
Project Engineer I	\$ 135
Staff Professional III	\$ 125
Staff Professional II	\$ 115
Staff Professional I	\$ 95
Senior Project Coordinator	\$ 110
Project Coordinator	\$ 95
Senior Designer	\$ 140
Designer II	\$ 120
Designer I	\$ 110
Senior CAD Technician	\$ 115
CAD Technician II	\$ 100
CAD Technician I	\$ 90
Landscape Architecture/Planning	
Zoning Specialist	\$ 225
Senior Landscape Architect	\$ 165
Landscape Architect III	\$ 150
Landscape Architect II	\$ 135
Landscape Architect I	\$ 125
Landscape Designer II	\$ 115
Landscape Designer I	\$ 105
Senior Planner	\$ 155
Planner III	\$ 135
Planner II	\$ 115
Planner I	\$ 105
Planning Technician	\$ 95
Construction Administration	
Senior Construction Manager	\$ 155
Construction Manager II	\$ 135
Construction Manager I	\$ 125
Senior Resident Project Representative	\$ 115
Resident Project Representative II	\$ 105
Resident Project Representative I	\$ 95

Description	Rate
Geomatics	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Geomatics Senior Manager	\$ 175
Geomatics Project Manager II (SR PM)	\$ 145
Geomatics Project Manager I	\$ 135
Geomatics Project Professional II	\$ 140
Geomatics Project Professional I	\$ 125
Geomatics CAD III	\$ 110
Geomatics CAD II	\$ 95
Geomatics CAD I	\$ 75
Geomatics GIS Specialist	\$ 120
Geomatics GIS Tech III	\$ 105
Geomatics GIS Tech II	\$ 90
Geomatics GIS Tech I	\$ 75
Geomatics Remote Sensing Crew (2-Man)	\$ 255
Geomatics Remote Sensing Crew (1-Man)	\$ 180
Geomatics SUE Crew (2-Man)	\$ 225
Geomatics SUE Crew (1-Man)	\$ 160
Geomatics Survey Crew III (3-Man)	\$ 200
Geomatics Survey Crew II (2-Man)	\$ 160
Geomatics Survey Crew I (1-Man)	\$ 130
Geomatics Survey Tech IV	\$ 105
Geomatics Survey Tech III	\$ 95
Geomatics Survey Tech II	\$ 70
Geomatics Survey Tech I	\$ 45
Funding and Asset Management	
F&AM Principal Consultant	\$ 165
F&AM Senior Project Manager	\$ 135
F&AM Project Manager	\$ 125
F&AM Project Consultant II	\$ 100
F&AM Project Consultant I	\$ 90
F&AM Staff Professional	\$ 70

Description	Rate
Environmental / Geology	
Principal	\$ 200
Senior Technical Consultant	\$ 185
Environmental Project Professional V	\$ 170
Environmental Project Professional IV	\$ 155
Environmental Project Professional III	\$ 140
Environmental Project Professional II	\$ 130
Environmental Project Professional I	\$ 120
Environmental Staff Professional III	\$ 115
Environmental Staff Professional II	\$ 105
Environmental Staff Professional I	\$ 95
Environmental Technician II	\$ 90
Environmental Technician I	\$ 75
Senior Biologist/Wetlands Scientist	\$ 145
Biologist/Wetlands Scientist III	\$ 125
Biologist/Wetlands Scientist II	\$ 115
Biologist/Wetlands Scientist I	\$ 105
Senior Hydrogeologist	\$ 165
Project Geologist II (Sr. Proj. Geologist)	\$ 140
Project Geologist I	\$ 120
Staff Geologist II	\$ 110
Staff Geologist I	\$ 100
Administrative	
Office Administrator III	\$ 100
Office Administrator II	\$ 95
Office Administrator I	\$ 90
Administrative Assistant III	\$ 80
Administrative Assistant II	\$ 70
Administrative Assistant I	\$ 65
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Effective January 1, 2020 - Schedule is subject to change

Item Title:

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

 Technical Review Committee – Mayor Pro Tempore John Boyette

 Wendell Volunteer Fire Department Board of Directors – Commissioner Jason Joyner

Specific Action Requested:

None

Attachments:

None

Item Title:

Commissioners' Reports.

Specific Action Requested:

None

Attachments:

None

Item Title:

Mayor's Report.

Specific Action Requested:

None

Attachments:

None

Item Title:

Closed Session [NC GS 143-318.11].

Specific Action Requested:

Will be called if necessary for one or more of the following within NC GS 143-318.11(a):

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues

may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

(7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.

(8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.

(9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(10) To view a recording released pursuant to G.S. 132-1.4A.

Attachments:

None