



Wendell Town Board of Commissioners

Board Room

Town Hall, Board Room, 15 E Fourth Street, Wendell, NC,
27591

Regular Session Agenda

Monday, March 28, 2022 @ 7:00 PM

CALL TO ORDER

- Welcome - Mayor Virginia Gray
- Pledge of Allegiance by Wendell Elementary School Student, Keyla Garcia-Torres
- Invocation by Wendell Council of Churches Member, Erroll Briggerman

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

2. PUBLIC COMMENT PERIOD

The public may participate in public comment period in the following ways:

- Signing up for public comment period the night of the meeting if attending in person. Please sign up at the podium in the Board Room lobby. Sanitation stations will be available. You will have three minutes to speak.
- Submitting written statements via email to the Town Clerk at mhoward@townofwendell.com by the Friday prior to the Board Meeting, before 5 p.m. Please include your full name and address for the record. All written public comments timely received will be read into the record for a length of three minutes and copies will be provided to the Board of Commissioners at or before the meeting.
- The public may request to call the Uber Conference line the night of the meeting by emailing the Town Clerk at mhoward@townofwendell.com by the Friday prior to the Board Meeting before 5 p.m. Please provide your name and address in your email and note that you want to speak during the generic public comment period.

3. CONSENT AGENDA

3.a Wake County Tax Report

Staff Contact: Megan Howard
Town Clerk

mhoward@townofwendell.com

3.b Minutes from the March 14, 2022 Town Board Meeting

Staff Contact: Megan Howard
Town Clerk

mhoward@townofwendell.com

- 3.c A22-03: Resolution directing the Clerk to Investigate a non-contiguous annexation for 2 parcels, totaling approximately 121.3311 acres [29.2017 acres for PIN 1783420133 and 92.1294 acres for PIN 1783410646] located at 0 Lake Glad Road and 1005 Lake Glad Road.

Staff Contact: Bryan Coates
Planning Director

bcoates@townofwendell.com

- 3.d Fee in Lieu request of active open space (beach volleyball court) for Groves at Deerfield Phase 5

Staff Contact: Bryan Coates
Planning Director

bcoates@townofwendell.com

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

- 4.a Recognition of Wendell Elementary School Teacher, Christie Crudup

Staff Contact: Megan Howard
Town Clerk

mhoward@townofwendell.com

- 4.b Proclamation Proclaiming Mayor Virginia Gray's Monarch Pledge

Staff Contact: Megan Howard
Town Clerk

mhoward@townofwendell.com

5. PUBLIC HEARINGS

There are no public hearings scheduled for this meeting.

6. ADMINISTRATIVE ITEMS

- 6.a Meet on Main Road Closure, Co-Sponsorship Request & Alcohol Waiver for April 15, 2022

Staff Contact: Stephanie Smith
Assistant to the Manager

ssmith@townofwendell.com

- 6.b A21-06: Second Reading for a contiguous annexation for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S. Main Street right-of-way] located at 0 Lake Glad Road.

Staff Contact: Bryan Coates
Planning Director

bcoates@townofwendell.com

6.c 3rd Amendment to the Agreement for Upgraded Streetlight Services between the Town of Wendell and Wendell Falls Community Association

Staff Contact: Bryan Coates
Planning Director

bcoates@townofwendell.com

6.d Agreement for Engineering Services with McGill Associates, P.A. for the Design of Hollybrook Neighborhood Park

Staff Contact: Marc Collins
Town Manager

mcollins@townofwendell.com

7. OTHER BUSINESS

8. COMMISSIONERS' REPORTS / COMMENTS

Update on board committee(s) by Town Board Members:

- Capital Area Metropolitan Planning Organization (CAMPO) - Commissioner Deans Eatman
- Wake County Fire Commission - Mayor Pro Tempore Jason Joyner
- Wendell Volunteer Fire Department Board of Directors - Mayor Pro Tempore Jason Joyner

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

Closed session will be called, if necessary.

ADJOURN



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 28, 2022

SUBMITTED BY: Megan Howard, Administration

ITEM TYPE: Tax Reports

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Wake County Tax Report

REPORT TO THE BOARD OF COMMISSIONERS: March 28, 2022 - Receive the report.

SPECIFIC ACTION REQUESTED: Receive the report from Wake County.

ITEM SUMMARY: The Town of Wendell Board of Commissioners will receive the attached tax report, submitted to the Town by Wake County.

ATTACHMENTS:
[Item 3a Wake County Tax Report.pdf](#)



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

TEL 919 856 6180
FAX 919 856 5699

SIG HUTCHINSON, CHAIR
SHINICA THOMAS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
MARIA CERVANIA
SUSAN EVANS
JAMES WEST

March 10, 2022

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

Dear Ms. Howard:

The Wake County Board of Commissioners, in regular session on March 9, 2022, approved and accepted the enclosed tax report for the Town of Wendell.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)



Wake County Tax Administration

Rebate Details

01/01/2022 - 01/31/2022

WENDELL

DATE

02/05/2022

TIME

7:09:07 PM

PAGE

1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
INDIVIDUAL PROPERTY ACCOUNTS											
805082	266.10	20.00	0.00	0.00	286.10	01/07/2022	0006934666	2021	2020	000000	GARRIS, CARRIE ELIZABETH SHULTZ
806237	2.12	0.00	0.21	0.00	2.33	01/26/2022	0006925260	2021	2021	000000	ALAS, SANTOS MAYNOR GERARDO
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	268.22	20.00	0.21	0.00	288.43	2	Properties Rebated				
TOTAL REBATED FOR WENDELL	268.22	20.00	0.21	0.00	288.43	2	Properties Rebated for City				



Wake County Tax Administration
Rebate Details
01/01/2022 - 01/31/2022
WENDELL

DATE
02/05/2022

TIME
7:09:07 PM

PAGE
1

REBATE NUMBER	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
Grand Total:	32,390.35	45.00	667.39	0.00	33,102.74		42	Properties Rebated for All Cities			



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Megan Howard, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Minutes from the March 14, 2022 Town Board Meeting
REPORT TO THE BOARD OF COMMISSIONERS:	March 28, 2022 - Adoption.
SPECIFIC ACTION REQUESTED:	Review and adopt the proposed minutes.
ITEM SUMMARY:	On Monday, March 14, 2022 at 7 p.m. at Town Hall, 15 E. Fourth Street, Wendell, NC, 27591, the Town of Wendell Board of Commissioners held a Regular Meeting. These are the minutes from that meeting, to be adopted by the Town Board and posted to the Town's website after approval.
ATTACHMENTS:	14Mar2022Minutes.pdf

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

The Wendell Town Board of Commissioners held their regular meeting on Monday, March 14, 2022, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

PRESENT: Mayor Virginia Gray and Mayor Pro Tempore Jason Joyner
Commissioners: Joe DeLoach, Deans Eatman, and Philip Tarnaski.

ABSENT: Commissioner Jon Lutz

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

Regular Meeting

CALL TO ORDER

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

The Pledge of Allegiance was led by Lake Myra Elementary Student, Wallace “Fraser” Clark.

The invocation was let by Errol Briggerman of Wendell Baptist Church.

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION

Mover: Commissioner Joyner made a motion to approve the agenda, as presented.
Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.
Nays: None.
Vote: 4-0

2. PUBLIC COMMENT PERIOD

The public may participate in public comment period in the following ways:

- Signing up for public comment period the night of the meeting if attending in person. Please sign up at the podium in the Board Room lobby. Sanitation stations will be available. You will have three minutes to speak.

Submitting written statements via email to the Town Clerk at mhoward@townofwendell.com by the Friday prior to the Board Meeting, before 5 p.m. Please include your full name and address for the record. All written public

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BOARD OF COMMISSIONER REGULAR MEETING MINUTES
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- comments timely received will be read into the record for a length of three minutes and copies will be provided to the Board of Commissioners at or before the meeting.
- The public may request to call the Uber Conference line the night of the meeting by emailing the Town Clerk at mhoward@townofwendell.com by the Friday prior to the Board Meeting before 5 p.m. Please provide your name and address in your email and note that you want to speak during the generic public comment period.

No one spoke during public comment period.

3. CONSENT AGENDA

3.a Resolution R-2-2022 Amending the Town Board of Commissioners 2022 Meeting Schedule to include a Budget Work Session

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

3.b Adoption of February 19, 2022 Town Board Budget Retreat Minutes

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

3.c Minutes from the February 28, 2022 Town Board of Commissioners Meeting

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

3.d A22-01: Resolution directing the Clerk to Investigate a non-contiguous annexation, PIN:1762787911, for approximately 71.634 acres located at 1001 Seley Farm Road.

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

**TOWN OF WENDELL
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3.e A22-02: Resolution directing the Clerk to Investigate a non-contiguous annexation, PIN: 1782292487, for approximately 41.834 acres located at 1129 Lake Glad Road.

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

3.f Approval of an Ordinance Establishing "All Direction" Stop Signs within the Town of Wendell at Multiple Intersections

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

3.g Resolution appointing Interim Finance Director Garrett Johnson as Finance Officer

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

ACTION

Mover: Commissioner Joyner made a motion to approve the agenda, as presented.
Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.
Nays: None.
Vote: 4-0

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

4.a Recognition of Lake Myra Elementary School Teacher, Nichole Albino

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

Mayor Virginia Gray presented the following recognition for Lake Myra Elementary School Teacher, Nichole Albino:

It is our pleasure to nominate Nichole "Nikki" Albino to be recognize at the Town of Wendell Board meeting for her dedication and service to our Lake Myra Community. Nikki is a champion for all students. Nikki is our Child Nutrition Manager. She shows up

TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
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each and every day to ensure our students nutritional needs are met. Throughout the pandemic, she continuously advocated and worked hard to ensure that every child and every family in our community had food on their table. Nikki knows the name of every single student in our building. She builds relationships with every student and staff member and helps to make Lake Myra a safe and secure place where the needs of all students are met. Nikki always does what is needed to support our school community. She is a true leader and the light in the lives of so many. We are forever grateful for her commitment, passion, and dedication to our Lake Family. Thank you, Nikki, for always going above and beyond for our kiddos.

5. PUBLIC HEARINGS

5.a CD21-12 - Public Hearing to rezone approximately 39.49 acres from Rural Agricultural (RA) to Neighborhood Center Conditional District (NC-CD) to create Magnolia Townes.

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

Planning Director Bryan Coates presented the following staff report:

The applicant is requesting to rezone one parcel located near the intersection of Lake Glad Road and Landing Place Drive from Rural Agricultural (RA) to Neighborhood Center (NC-CD) to create a residential townhome neighborhood. The applicant's proposal features 121 townhomes.

The applicant is proposing, through a developer's agreement, to dedicate 5 acres along the southern border to the Town of Wendell to be used for a new public works facility and 8 acres for a public park facility along the South Main Street proposed greenway. The developer's agreement also includes construction of a 500' off-site road extension of Harris Street in lieu of improvements to Lake Glad Road, except as required by NCDOT.

The overall site plan is included as Attachment C. Below is the link to the full Master Plan for download:

<https://nmcdn.io/e186d21f8c7946a19faed23c3da2f0da/3834b95a93b14b3689a528c1f97c5d69/files/Magnolia-Townes-Full-Set-Rev-1-21-22.pdf>

Project Profile:

Location: Near the intersection of Lake Glad Rd & Landing Place Dr.

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MARCH 14, 2022**

Addresses: 0 Lake Glad Road

PIN: 1783569875

Current Zoning:	Rural Agricultural (RA)
Requested Zoning:	Neighborhood Center Conditional District- (NC-CD)
Area of Request:	39.49 Acres
Corporate Limits:	ETJ
Current Land Use:	Woodlands
Proposed Land Use:	Townhomes
Property Owner:	Capitol Funds Inc.
Applicant:	David Bergmark of McAdams

Planning Board Action:

At their January 18, 2022 meeting, the Planning Board voted 7-0 on the motion to recommend approval of the Conditional District rezoning request.

Voting in Favor: Jonathan Olson, Ryan Zakany, Benjamin Griffin, Cande Killian Wood, Jimmena Huffman-Hall, Emma Gardner and Levin Jones

Voting Against: none

Absent: Michael Firstbrook

Statement of Plan Consistency:

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 as it supports Principles #7 and #8 of the Town of Wendell Comprehensive Plan.

- Principle #7: Increase community amenities such as parks, schools, medical facilities, golf courses, and higher education opportunities.
- Principle #8: Ensure local and regional transportation interconnectivity and options while also maintaining and enhancing Wendell as a walkable community.

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

Mayor Gray opened the public hearing.

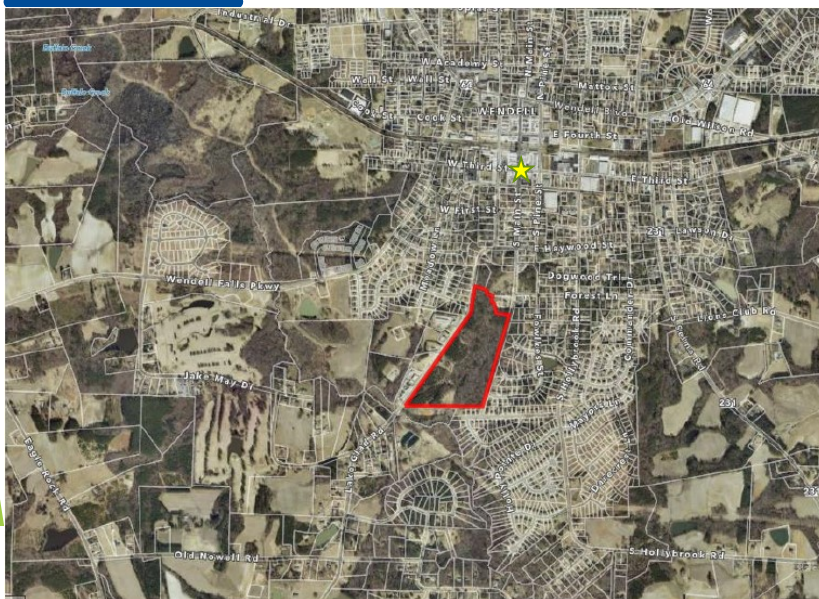
Applicant David Bergmark, Senior Planner of McAdams, mentioned that this project has been in the works for several years. He gave the following power point presentation:

Roles/Introductions

- Mcadams – Engineering/Design/Entitlements
 - Lead Contact – David Bergmark, Senior Planner
- Taylor Morrison – Developer
 - Lead Contact – Mark Altman

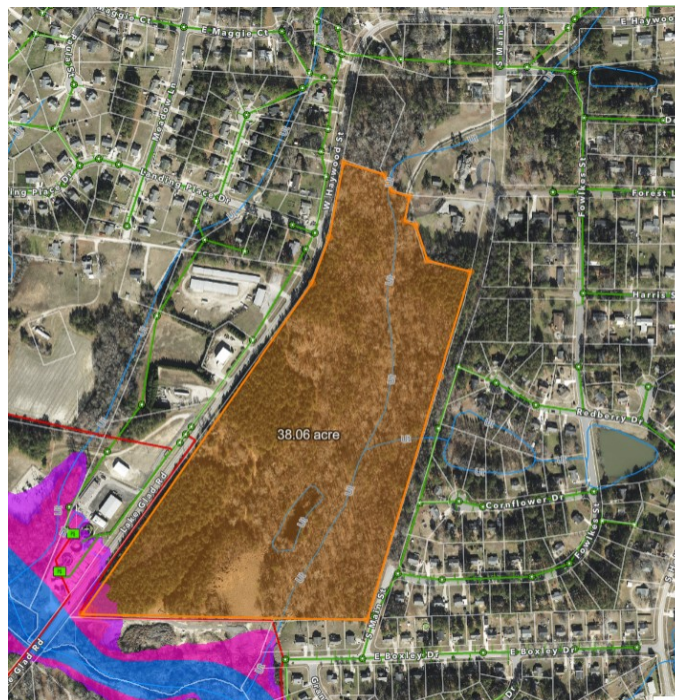
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Project Overview– Vicinity & Aerial Maps



- ★ Main St at Third Street
- Project Boundary

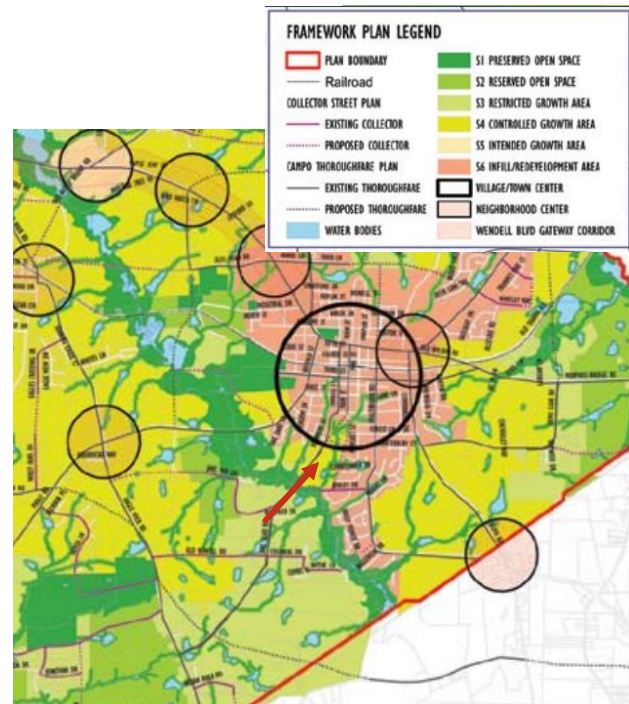
Aerial Map



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Project Overview

- Wendell Comprehensive Plan identifies this area as a S-4 Controlled Growth Area, where “moderate intensity new development is appropriate and where the majority of the community new growth should occur.”
- The adjacent parcel to the east falls within the S6 Infill/Redevelopment Area, and the site sits on the edge of the Town Center Node.



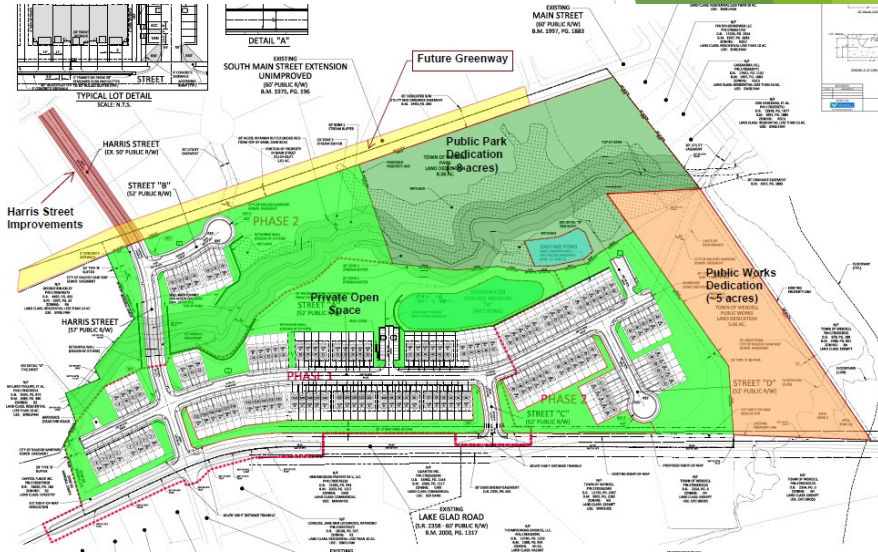
Magnolia Townes– Project Overview

- The Basics:
 - Site - ~27 acres (post-dedication)
 - 121 Townhomes (~4.5 DUA post dedication)(3 DUA pre)
 - To be served by Municipal Water and Sewer
 - Land Dedication
 - ~ 8.4 acres of park space to Town
 - ~5 acres of land for Wendell Public Works
 - Off-Site Harris Street Connection (~500 ft)
 - Greenway Connection
 - NC Conditional District zoning requested–
 - Existing Zoning is RA
 - Min. of 3-bedroom, 1500 sq. ft per TH
 - Mix of 1-car and 2-car garages
 - Zoning Conditions attached to request

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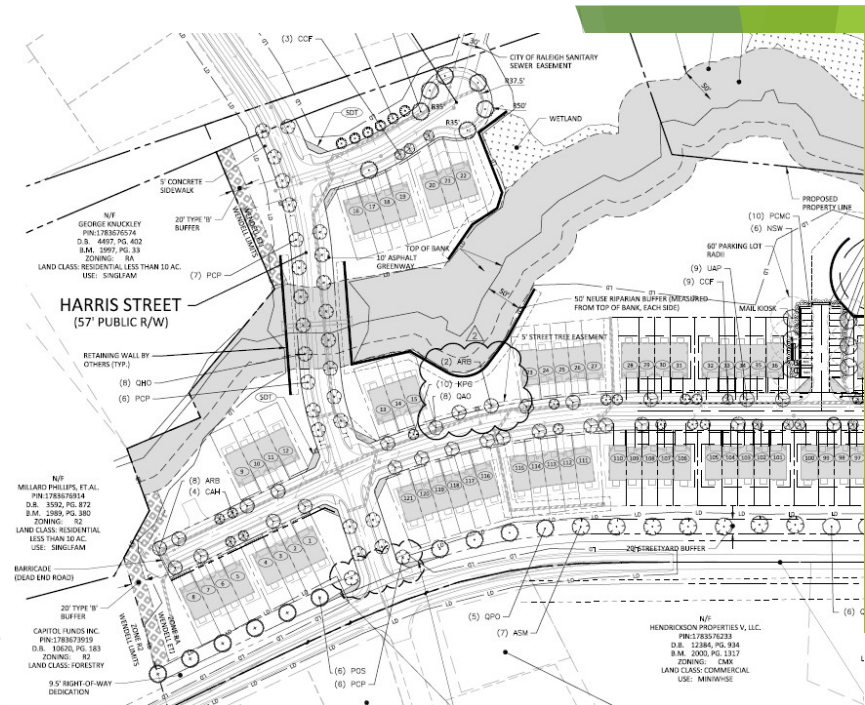
Overall Site Layout

- **Open Space**
 - 2.78 ac. required.
 - ~8 acres Public Park provided
 - > 15 acres total provided.
- **Infrastructure Improvements**
 - Paving/Improving Harris Street
 - Greenway
 - Turn lanes on Lake Glad. (2 LFT Turns at Landing Place Dr)



Landscaping

- 20 ft Streetyard buffer along Lake Glad Road.
- 20' Type B buffer (min.) along northern property boundary.
- 25' Type A buffer along Town Property to South.
- Existing Riparian buffer maintained.
- Street Trees along along internal roads.



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Proposed Zoning Conditions

- Min. 20' front & 25' rear setbacks.
- Only Townhomes and accessory uses.
- Variation from typical block length/connectivity requirements due to environmental features.
- ~13 acres of public land dedication
- ~500' off-site improvement to Harris St.
- ROW dedication and limited imp. to Lake Glad
- 1-car garage min. 2 -car garage on end units
- Min 3-bedroom, 1500 sq. ft per unit
- On-street parking in marked spaces only
- Decorative garage doors
- Variation in adjacent unit facades
- 10' multi-purpose path along Harris Street.
- Windows on sides of end units
- Upgraded vinyl siding
- Accent materials and water table on at least 50% of units
- 2' min. building offset every 3rd unit (min.)

MAGNOLIA TOWNS NC CONDITIONAL DISTRICT PROPOSED CONDITIONS:

1. THE ZONED PARCEL (EXCLUDING THOSE AREAS DEDICATED TO THE TOWN) MAY BE USED FOR, AND ONLY FOR, TOWNHOME UNITS, ACCESSORY DWELLING UNITS, AND ACCESSORY USES. SUCH USES SHALL BE PERMITTED BY RIGHT AS PART OF THE APPROVED CONDITIONAL DISTRICT.
2. THE PROPOSED DEVELOPMENT SHALL CONSIST OF FRONT-LOADED TOWNHOMES WITH A MINIMUM FRONT SETBACK OF 20 FT AND A MINIMUM REAR SETBACK OF 25 FT.
3. THE DEVELOPER SHALL PROVIDE 2 ACCESS POINTS ALONG LAKE GLAD ROAD BUT SHALL OTHERWISE BE EXEMPT FROM STANDARD BLOCK LENGTH REQUIREMENTS.
 - a. SINCE THE S. MAIN STREET ROW IS TO BE USED FOR A GREENWAY, MEETING THE STANDARD BLOCK LENGTH REQUIREMENT WOULD REQUIRE A THIRD CONNECTION ALONG LAKE GLAD ROAD, WHICH WOULD NEGATIVELY IMPACT SAFETY AND TRAFFIC FLOW ALONG A MAJOR COLLECTOR RD.
4. THE PROPOSED DEVELOPMENT SHALL MEET A MINIMUM CONNECTIVITY INDEX OF 1.2, INSTEAD OF 1.5 (THIS CALCULATION DOES NOT INCLUDE THE ADDITIONAL OFF-SITE CONNECTION TO FOWLES STREET PROVIDED).
5. THE DEVELOPER SHALL DEDICATE APPROXIMATELY 8 ACRES TO THE TOWN FOR A FUTURE TOWN PARK, IN LIEU OF MEETING OTHERWISE APPLICABLE PASSIVE AND ACTIVE OPEN SPACE REQUIREMENTS (AS SHOWN IN THE CONDITIONAL DISTRICT MASTER PLAN AND FURTHER DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD).
6. THE DEVELOPER SHALL DEDICATE APPROXIMATELY 5 ACRES OF LAND ON THE SOUTHERN PORTION OF THE SITE TO THE TOWN OF WENDELL TO BE USED BY PUBLIC WORKS (AS SHOWN IN THE CONDITIONAL DISTRICT MASTER PLAN AND FURTHER DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD.)
7. THE DEVELOPER SHALL PROVIDE AN ~500 FT OFF-SITE ROADWAY EXTENSION OF HARRIS STREET (TO CONNECT THROUGH THE SITE TO LANDING PLACE DRIVE AT LAKE GLAD ROAD). TO OFFSET THIS OFF-SITE IMPROVEMENT, THE TOWN WILL EXEMPT THE DEVELOPER FROM TOWN FRONTAGE IMPROVEMENTS WHICH MAY OTHERWISE APPLY TO LAKE GLAD ROAD AND SHALL REQUIRE NO IMPROVEMENTS TO THE EXISTING S. MAIN STREET ROW (AS DESCRIBED IN A DEVELOPMENT AGREEMENT TO BE APPROVED BY THE TOWN BOARD). THIS ZONING CONDITION SHALL NOT IMPACT ANY ROADWAY IMPROVEMENTS REQUIRED BY NCDOT.
8. THE DEVELOPER SHALL DEDICATE 9.5 FT OF ADDITIONAL ROW ALONG LAKE GLAD ROAD TO FACILITATE FUTURE ROADWAY IMPROVEMENTS.
9. ALL INTERIOR UNITS SHALL HAVE A 1-CAR GARAGE. ALL END UNITS SHALL HAVE A 2-CAR GARAGE.
10. ALL TOWNHOME UNITS SHALL BE A MINIMUM OF 3-BEDROOM, 1500 SQ. FT.
11. ON-STREET PARKING SHALL ONLY BE PERMITTED IN DESIGNATED SPACES.
12. ALL GARAGE DOORS SHALL INCLUDE WINDOWS OR CARRIAGE STYLE ADORNMENTS.
13. IN ORDER TO PROMOTE VARIATION IN HOME APPEARANCE, NO TOWNHOME UNIT WITHIN A BUILDING SET CAN BE CONSTRUCTED WITH A FRONT EXTERIOR ELEVATION (FRONT FAÇADE) OR COLOR PALETTE THAT IS IDENTICAL TO AN ADJACENT DWELLING UNIT.
14. A 10' WIDE ASPHALT MULTI-PURPOSE SIDE PATH SHALL BE PROVIDED CONNECTING THE W. HAYWOOD STREET ROW TO THE S. MAIN STREET ROW (WHERE THE TOWN PROPOSES A GREENWAY TRAIL). THIS MULTI-PURPOSE PATH CONNECTION SHALL BE IN LIEU OF ANY ON-STREET BICYCLE LANES.
15. ALL END UNITS SHALL HAVE AT LEAST ONE WINDOW PER FLOOR ON END ELEVATIONS.
16. VINYL SIDING (WHERE USED) SHALL BE AT LEAST 0.04 GAUGE.
17. AT LEAST HALF OF THE UNITS IN EACH BUILDING SHALL INCORPORATE BOARD AND BATTEN OR SHAKE SIDING AS AN ACCENT MATERIAL.
18. AT LEAST HALF OF THE UNITS IN EACH TOWNHOME BUILDING SHALL HAVE AN 18" TO 24" DECORATIVE WATER TABLE ON THE FRONT ELEVATION.
19. TO AVOID MONOTONY OF EXTERIOR ELEVATIONS, A 2' MINIMUM OFFSET IN THE FRONT FAÇADE SHALL BE INCORPORATED EVERY 3RD UNIT (AT A MINIMUM).

Example Elevations (Conceptual)



Commissioner Tarnaski asked if these would be rental properties.

The applicant said it would be for an end purchase buyer.

Commissioner Joyner said he would prefer to see hardy plank on the townhomes, if possible.

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Mr. Bergmark said that if it gave the community more comfort to prohibit vinyl on the wall siding, they would be willing to do that.

Mayor Gray asked if any citizens were present that wished to speak.

Wayne Norris 207 Whythe Lane, expressed his opinions on how this was a bad plan.

Mickey Phillips, 4 Forest Lane, expressed his opposition to the development.

Carl Whetzel, 417 Daniel Ridge Road, expressed his concerns about these properties becoming rental properties.

Jason Williams, 201 Whythe Lane, expressed his concerns about traffic.

Commissioner Joyner asked the applicant to address the public's questions and concerns.

Mr. Bergmark said that some of the land is environmentally sensitive for having a park, but parks are meant to serve multiple purposes, including natural environment conservation.

Mayor Gray asked if there would be parking at the park.

Mr. Bergmark said that when the Town constructs the park, it would be up to them to add a parking lot since it is not a neighborhood park and is a land donation to the Town.

Town Manager Marc Collins said that Main Street is constructed at this point, with the section on the map to be dedicated as a park. He pointed out the tributary on the map, describing the conservancy measures that were needed to preserve the natural green space of the environment. Mr. Collins discussed the recreational uses and where on the land it would be viable to do so, citing where it would be conducive to have walkable pathways and connectivity to the Town with greenways, as well.

Mr. Bergmark spoke about how everything in light green on the map was also going to be left as green space in addition to the dedicated park space. He spoke about supplemental parking that was available, with each house having a garage and driveways, with room for 2-4 parking spaces.

Commissioner Tarnaski asked if there would be an HOA.

Mr. Bergmark said that there is an HOA.

Mark Altman, working with Taylor Morrison of the Carolinas, said that they have a 10-15% limit on all rental property because it helps the HOA with managing the community.

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He said that all of the open spaces and exterior of the buildings would be maintained by the HOA.

Commissioner DeLoach spoke about how 10-15% caps of investment in rental properties is not uncommon, citing how it was the same cap at Wendell Falls.

Commissioner Joyner asked Mr. Altman to describe how this compares to other developments he's done.

Mr. Altman spoke about how the curb appeal is going to rival, while investment and HOA handling will be the same.

Mayor Gray closed the public hearing.

ACTION

Mover: Commissioner Joyner made a motion to approve the rezoning of approximately 39.49 acres from Rural Agricultural (RA) to Neighborhood Center Conditional District (NC-CD) to create Magnolia Townes and adopt the attached ordinance with the amendment to condition 16 stating: Vinyl Siding shall be prohibited as a primary siding material, but may be used for secondary finishings such as window trim and fascia.

Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach.

Nays: Commissioner Tarnaski.

Vote: 3-1

5.b A21-06: Public Hearing for a contiguous annexation for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S. Main Street right-of-way] located at 0 Lake Glad Road.

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

Planning Director Bryan Coates presented the following staff report:

Capitol Funds Inc. has submitted an annexation request for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S Main Street right-of-way] located at 0 Lake Glad Road.

Zoning District:

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BOARD OF COMMISSIONER REGULAR MEETING MINUTES
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The property is located within the Town of Wendell extraterritorial jurisdiction and abuts Corporate Limits on all 4 sides. The parcel is currently zoned Rural Agricultural (RA). The applicant has submitted an application to rezone the parcel to Neighborhood Center Conditional District (NC-CD).

Impacts to Town Services:

The proposed annexation area would require services from the Town's Police, Public Works, and Parks and Recreation Departments if annexed and developed. Secondary service impacts will be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are readily available to the property and provided by the Wendell Service Area by the City of Raleigh Utilities Department. Specific impacts are dependent on the use, density, and design of development and subject to approvals for utility allocations and land use.

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

Mayor Gray opened the public hearing.

Mary Catherine Phillips, 4 Forest Lane, spoke in opposition to the development.

Town Manager Marc Collins said that if there was a smell, Raleigh City Water is the appropriate entity to call concerning it. He offered to give the number to Mrs. Phillips. He described how the Merger Agreement with Raleigh Water works.

Mayor Gray closed the public hearing.

ACTION

Mover: Commissioner Joyner made a motion to approve the contiguous annexation for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S. Main Street right-of-way] located at 0 Lake Glad Road and adopt the attached ordinance.

Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach.

Nays: Commissioner Tarnaski.

Vote: 3-1 The Ordinance will require a second reading at the March 28, 2022 Town Board Meeting.

5.c Public hearing on a Development Agreement for the Magnolia Townes Subdivision between Taylor Morrison of the Carolinas, Inc and the Town of Wendell as it relates to land dedication, road improvements and greenway construction along Lake Glad Road and Harris Street.

TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022

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

Town Manager Marc Collins presented the following staff report:

The proposed development agreement (attached) will be presented to the Board to outline the obligations of the Town and Developer under the proposed agreement. In general, the development agreement provides for the following provisions:

1. Developer provides approximately 5 acres of land for the future development of a public works yard by the Town.
2. Developer provides approximately 8 acres of land for the future development of a neighborhood park by the Town.
3. Developer completes off-site road improvement to construct the unbuilt section of Harris Street providing a connection through to Lake Glad Road.
4. Developer constructs the Main Street Greenway as designed by the Town.
5. Developer constructs greenway connection from Main Street Greenway to Lake Glad Road for future extension to Wendell Park by the Town.
6. Town is responsible for Lake Glad Road improvements identified in the Transportation Plan not required by NCDOT for the Developer to complete at the time of development.
7. Town is responsible for the construction cost of the Main Street Greenway.

The obligations costs roughly offset and provide benefits to both parties. The public benefits of the agreement provide for land needed for a public works yard expansion across the street from the existing facility, a neighborhood park accessible to residential neighborhoods south of downtown, timely construction of the Main Street Greenway, road frontage to three Town owned properties on Harris Street, and transportation improvements to the Downtown grid system.

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

Mayor Gray opened the public hearing.

No questions were asked by the Board or the public.

Mayor Gray closed the public hearing.

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

ACTION

Mover: Commissioner Joyner made a motion to authorize the Town Manager to approve the Development Agreement for the Magnolia Townes Subdivision between Taylor Morrison of the Carolinas, Inc and the Town of Wendell as it relates to land dedication, road improvements and greenway construction along Lake Glad Road and Harris Street.

Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach.

Nays: Commissioner Tarnaski.

Vote: 3-1

6. ADMINISTRATIVE ITEMS

6a. Request to temporarily close a portion of North Main Street for the upcoming ProTown BMX event.

Staff Contact: Jeff Polaski
Parks and Recreation Director
jpolaski@townofwendell.com

Parks and Recreation Director Jeff Polaski presented the following staff report:

ProTown BMX is a bike stunt team out of Greenville, NC that has performed all over the world. They will perform two shows on Saturday, March 26, 2022. Shows are at 11:00am and 2:00pm. Each show would follow up with an autograph session and free riding clinics.

In the event of inclement weather, the rain date is Sunday, March 27, 2022 with shows at 11:00am and 2:00pm.

North Main Street would be closed from Third Street to the railroad tracks from 9:30am-5:00pm.

Public Works will provide the street barricades and cones for this event with delivery on the Friday before the activity. The Parks and Recreation Department will submit the sound permit as well as staff the event. All of Main Street vendors have been contacted and are looking forward to the event being in downtown.

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

No questions were asked.

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

ACTION

Mover: Commissioner Joyner made a motion to approve the request to temporarily close a portion of North Main Street for the upcoming ProTown BMX event.
Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.
Nays: None.
Vote: 4-0

6b. Purchase Request of new tractor for Parks and Recreation Department

Staff Contact: Jeff Polaski
Parks and Recreation Director
jpolaski@townofwendell.com

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

The Parks and Recreation Department's current tractor (Equipment ID 1418) was donated to the Town in June 2006 by KIOTI. This tractor started out in Public Works, then was moved over to Parks and Recreation. This tractor is primarily used to bush hog large open space, trail maintenance, and for moving debris.

This tractor has had minimal maintenance issues until recently. It has needed to have the hydraulics replaced summer 2020. Two weeks ago, it was discovered to have water in the oil and after diagnosing the issue, it was believed to have a possible head gasket issue or a cracked block. None of the area tractor repair shops are willing to repair the tractor due to the Town not purchasing it from a dealer as it is a prototype developed by KIOTI, making the parts hard to find.

Public Works did an inspection of this tractor and made the recommendation to replace it.

With this piece of equipment being down, the department has a need for a new tractor. The department received three quotes for a comparable replacement:

KIOTI DK4710SE - \$27,775
John Deere JD4044M - \$32,184
Kubota L470/DT- \$33,306

It is the Parks and Recreation Department's recommendation to purchase the KIOTI DK4710SE.

The Budget Officer recommends approval of the recommended purchase. The purchase is not budgeted and will be included in the end of fiscal year budget amendment. Allocated General Fund Reserves will be redirected to this project not spent in on other capital projects.

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

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

Commissioner Joyner asked if the Kioti model went to production.

Mr. Polaski confirmed.

ACTION

Mover: Commissioner Joyner made a motion to approve the Purchase Request of new tractor for Parks and Recreation Department
Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.
Nays: None.
Vote: 4-0

6c. Authorization for Town Manager to sign Contract with Zambelli Fireworks Manufacturing Co.

Staff Contact: Jeff Polaski
Parks and Recreation Director
jpolaski@townofwendell.com

Parks and Recreation Director Jeff Polaski presented the following staff report:

During the August 23, 2021 Board of Commissioners meeting, the Board requested staff to prepare a fireworks display for the 4th of July special event either at the Town Park or a Downtown location. Parks and Recreation staff consulted with Zambelli Fireworks to evaluate locations, dates, and costs for the addition of fireworks to the special event.

The evaluation provided for the following:

1. Location - The Town Park provides for a suitable location for a fireworks display and viewing. A comparable site was not located Downtown. See attached rough map for a show at Wendell Park.
2. Date - Large, expensive displays on July 4 draw all of the available pyrotechnic professionals available. Saturday, July 2, 2022 still has availability if the Town books in the next two weeks.
3. Cost - A reasonable fireworks show for a small town costs approximately \$20,000.

Upon approval of the Board to authorize the Town Manager to sign a contract with Zambelli Fireworks Manufacturing Co. (sample contract attached) the Town Attorney will complete a legal review and the document will be put in its final form and signed. This action will secure the fireworks display as requested. Payment is divided between time of signature and balance following the show.

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
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Town staff will also begin planning the "4th of July" celebration for Saturday, July 2, 2022 at Wendell Town Park to account for traffic, parking, and the other considerations necessary for a large crowd special event. While limited ancillary activities will be provided leading up to the fireworks display, they will be limited due to the staffing requirements for the fireworks display event. Staff will provide a follow-up report to the Board once final event details are planned.

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

Commissioner DeLoach mentioned that July 2nd is more preferable for a July 4 show.

ACTION

Mover: Commissioner Joyner made a motion to authorize the Town Manager to sign Contract with Zambelli Fireworks Manufacturing Co. subject to legal review.
Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.
Nays: None.
Vote: 4-0

6d. Acceptance of Real Property Donation from Eastern Wake EMS, Inc.

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

Assistant to the Manager Stephanie Smith presented the following staff report:

Eastern Wake EMS, Inc., a North Carolina nonprofit organization has donated 401 E. Third Street, Wendell, NC, 27591 to the Town of Wendell. Adopting the attached Resolution accepts the donation and authorizes the Town Attorney to prepare deeds for the conveyance of the property to the Town. Due diligence will be completed prior to conveyance.

The initial intended use of the facility will be as flex space for the Police Department to allow additional office space until the new police station is construction in the future. The Public Works Department will also use outdoor space for position of equipment and material for use in the Downtown area. Funding to up fit the facility for the proposed uses will be considered in the FY 2023 Budget.

Ms. Smith offered to answer any questions the Board might have.

Commissioner Joyner thanked those that had wanted to be helpful to their communities for honoring the past while moving forward in the public safety space.

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

ACTION

Mover: Commissioner Joyner made a motion to accept the Real Property Donation from Eastern Wake EMS, Inc.

Ayes: Commissioners Deans Eatman, Jason Joyner, Joe DeLoach, Phillip Tarnaski.

Nays: None.

Vote: 4-0

7. OTHER BUSINESS

There are no committee meeting updates scheduled for this meeting.

8. COMMISSIONERS' REPORTS / COMMENTS

Commissioner Joyner said that he appreciated citizens coming out and expressing their concerns. He encouraged people to check out the Town's planning section on the website that will answer their questions concerning development.

Commissioner Eatman thanked everyone for participating and encouraged citizens to talk to the Board and to check out the Town's website to work through questions they might have.

Commissioner DeLoach thanked Eastern Wake EMS for the donation of property. He let people know that Thursday night, Wendell Historical society will be celebrating 3 anniversaries of local businesses in Town. There would be a presentation on that at 7 p.m.

9. MAYOR'S REPORTS / COMMENTS

Mayor Gray expressed her attending Wake Tech's Ignite event, discussing the new campus that was coming to Wendell and the impact it would have. She described the importance of education and learning and having those opportunities for people in the community. Wake Tech will have an open house at 2 locations on Saturday night regarding university procedures and opportunities.

Mayor Gray described the Launch Wendell Mentorship program and Wendell Market. She encouraged people to get involved. She encouraged people to attend the Creek Week event at the Park on Saturday, as well as the Arbor Day celebration at Town Square. Mayor Gray also mentioned the ProTown BMX event and the Spring into the Arts event on May 21st, which needs live artists.

10. CLOSED SESSION

Closed Session will be called, if necessary.

No Closed Session was called.

ADJOURN

**TOWN OF WENDELL
BOARD OF COMMISSIONER REGULAR MEETING MINUTES
MARCH 14, 2022**

ACTION

Mover: Commissioner Joyner moved to adjourn 8:22 p.m.

Ayes: Commissioners Eatman, Joyner, DeLoach, Tarnaski.

Nays: None.

Vote: 4-0

Duly adopted this 28th day of March 2022 while in regular session.

Virginia R. Gray,
Mayor

ATTEST:

Megan Howard, CMC
Town Clerk



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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Jeannine Ngwira, Planning
ITEM TYPE:	Certificates of Sufficiency (Annexations)
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A22-03: Resolution directing the Clerk to Investigate a non-contiguous annexation for 2 parcels, totaling approximately 121.3311 acres [29.2017 acres for PIN 1783420133 and 92.1294 acres for PIN 1783410646] located at 0 Lake Glad Road and 1005 Lake Glad Road.
REPORT TO THE BOARD OF COMMISSIONERS:	March 28, 2022 – Direct Clerk to Certify the Sufficiency of the Annexation Petition
SPECIFIC ACTION REQUESTED:	Direct the Town Clerk to certify the sufficiency of annexation petition A22-03 by approving the attached resolution.
ITEM SUMMARY:	Gayle H. Edwards and William H. Edwards have submitted an annexation request for 2 parcels totaling approximately 121.3311 acres [29.2017 acres for PIN 1783420133 and 92.1294 acres for PIN 1783410646] located at 0 Lake Glad Road and 1005 Lake Glad Road. These parcels are located in Wake County and are currently in the Residential-30 (R-30) Zoning District. A public hearing will be set by the Town Board for this item following the Town Clerk’s certification of the petition’s sufficiency. The properties are located in the Wake County planning jurisdiction and are currently in the Residential-30 (R-30) zoning district. The applicant has submitted an application to rezone the parcels to Town of Wendell R4 Conditional zoning

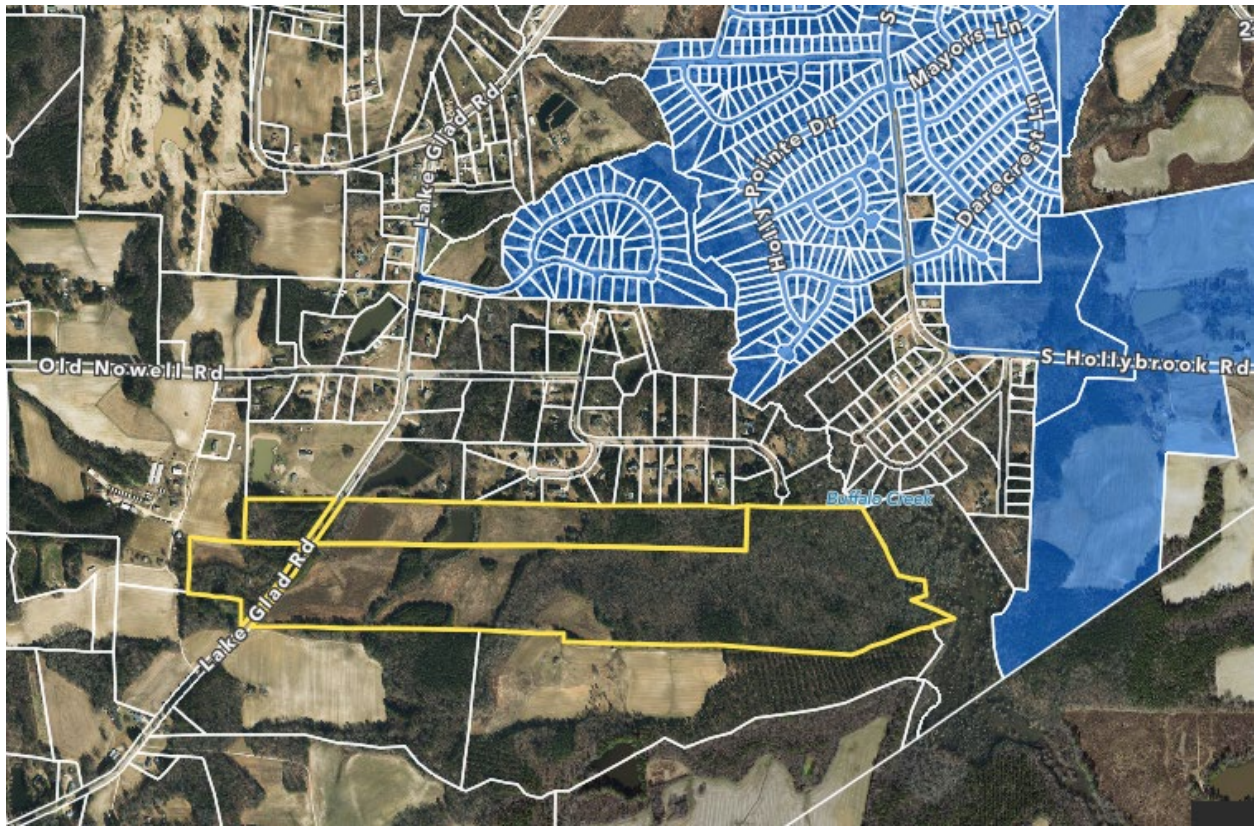
district.

ATTACHMENTS:

[Attachment A - Location Map.pdf](#)

[Item_3c_Attachment_B_-_ResolutionDirectingTheClerkToInvestigate_A22-03.pdf](#)

Location Map





TOWN OF WENDELL

NORTH CAROLINA

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER NC G.S. 160A-58.1**

RESOLUTION NO.: R-07-2022

WHEREAS, a petition requesting annexation of an area described in said petition was received on March 14, 2022, by the Wendell Town Board of Commissioners; and

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

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

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

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

Duly resolved this 28th day of March 2022, while in regular session.

ATTEST:

Virginia R. Gray
Mayor

Megan Howard, CMC
Town Clerk

A22-03:

0 & 1005 Lake Glad Rd.; approximately 121.3311 acres [29.2017 acres for PIN 1783420133 and 92.1294 acres for PIN 1783410646]; non-contiguous



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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Fee in Lieus
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Fee in Lieu request of active open space (beach volleyball court) for Groves at Deerfield Phase 5
REPORT TO THE BOARD OF COMMISSIONERS:	March 28th, 2022- Item for Decision
SPECIFIC ACTION REQUESTED:	Discuss and take action on a fee-in-lieu request related to active open space required as part of the Groves at Deerfield subdivision phase 5.
ITEM SUMMARY:	The developer of Groves at Deerfield Phase 5 is requesting a fee in lieu for the construction of active open space including a beach volleyball court. The applicant is providing a total of 7.11 acres of open space and a greenway easement that in the future could connect to the South Hollybrook Town Park to the south. Beach volleyball courts are not costly to install, but the applicant has expressed concerns over the long-term maintenance responsibilities of this type of active open space, given the absence of a Home Owner's Association (HOA) for this subdivision. The fee in lieu request was reviewed by the Town's contract engineer and determined to be \$13,657 for the land and beach volleyball court. The fee includes a 30' by 60' court and a 10' clear zone around the court and the materials needed to construct the entire facility. All fee in lieu requests must be approved by the Town Board. If approved, the fee in lieu of the volleyball court installation would be due to the Town before signing of the final plat. Staff shares the applicant's concern regarding the long-term maintenance of the volleyball court, given the fact that no HOA exists. Staff researched volleyball court installation

costs and determined that \$13,657 is a reasonable for a beach volleyball court with no lighting nor seating. Based on these factors, staff recommends approval of a fee in lieu request. The funds can be used by the Town to enhance other recreational opportunities.

ATTACHMENTS:

[Sand Volleyball Court Estimate 3-22-2022.pdf](#)

Sand Volleyball Court

Description	Quantity	Unit	Price	Amount
Sand	225 Tons		\$10.00	\$2,250.00
Pea Gravel	135 Tons		\$10.00	\$1,350.00
4" Perforated Drainage Pipe	350 LF		\$5.00	\$1,750.00
12" Drainage Pipe	70 LF		\$11.00	\$770.00
Drainage Fabric	445 SY		\$6.60	\$2,937.00
Posts and Nets System	1 EA		\$1,000.00	\$1,000.00
Construction Total				\$10,057.00
Land (80'x50'=4,000 sf = 0.09 acres)	0.09 AC		\$40,000.00	\$3,600.00
Total				\$13,657.00

Court Specifications

30'x60' Volleyball Court with 10' clear zone around court

18" sand on court and 12" sand on clear zone

Layer of geotextile fabric

8" pea gravel for drainage

4" perforated PVC piping @ 10' O.C.

12" drainage pipe trunk line



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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 28, 2022

SUBMITTED BY: Megan Howard, Administration

ITEM TYPE: Awards and Presentations

AGENDA SECTION: RECOGNITIONS, REPORTS, AND PRESENTATIONS

SUBJECT: Recognition of Wendell Elementary School Teacher, Christie Crudup

REPORT TO THE BOARD OF COMMISSIONERS: March 28, 2022 - Recognition.

SPECIFIC ACTION REQUESTED: Recognition.

ITEM SUMMARY:

Christie is a shining star at our school. She goes above and beyond her duties as an CCK instructional assistant. The care she has for the children and their well-being (even when things get difficult) is amazing to see. No matter the challenge, Christie always remains calm and has a great deal of patience.

Christie always puts children first! She is a hard worker and has persevered through several tough situations. Christie is always kind and the kids clearly love her. We could use a lot more Christie Crudups in this world, and are so lucky to have the original here at Wendell Creative Arts and Science Magnet Elementary School.

ATTACHMENTS:



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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Megan Howard, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Proclamation Proclaiming Mayor Virginia Gray's Monarch Pledge
REPORT TO THE BOARD OF COMMISSIONERS:	March 28, 2022 - Proclamation
SPECIFIC ACTION REQUESTED:	Present the Proclamation to the public.
ITEM SUMMARY:	On March 22nd, Mayor Virginia Gray received several handwritten letters from 3rd grade students at Pine Springs Preparatory Academy in Holly Springs, asking her to sign the National Wildlife Federation's Mayors' Monarch Pledge, committing to take three actions to help save the declining monarch butterfly and other pollinators.
ATTACHMENTS:	Item 4b - Proclamation - Mayor's Monarch Pledge 2022.pdf



TOWN OF WENDELL

NORTH CAROLINA

PROCLAIMING MAYOR VIRGINIA GRAY'S MONARCH PLEDGE

WHEREAS, the monarch butterfly is one of the most iconic and studied butterflies in North America, widely admired for its beauty; and

WHEREAS, the monarch butterfly is extremely beneficial, pollinating many cultivated flowers and crops, and serving as an indicator species for the ecological health of large geographical areas; and

WHEREAS, the monarch butterfly's annual migration, which has been described as one of the most spectacular in the insect world, is now classified as a threatened phenomenon by the International Union for the Conservation of Nature; and

WHEREAS, 25 years ago, more than one billion monarch butterflies migrated to Mexico, but just 8 years ago, only 60 million made the trip; and

WHEREAS, a major reason for the decline is the widespread loss of the milkweed, the only plant monarch butterflies lay their eggs on, as well as it being the monarch's primary larval food source; and

WHEREAS, the entire community can play a critical role in providing habitat for this species by planting milkweed and nectar plants;

NOW, THEREFORE, I, Mayor Virginia Gray do hereby proclaim on March 28, 2022, that I will participate in the **Mayor's Monarch Pledge**, and through the signing of the National Wildlife Federation's Mayor's Monarch Pledge, commit the town of Wendell to voluntarily help restore habitat for the monarch and encourage all people of Wendell to do the same.

DULY PROCLAIMED this the 28th day of March 2022.

Virginia R. Gray, Mayor



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Stephanie Smith, Administration
ITEM TYPE:	Road Closure and Alcohol Waiver Request
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Meet on Main Road Closure, Co-Sponsorship Request & Alcohol Waiver for April 15, 2022
REPORT TO THE BOARD OF COMMISSIONERS:	Monday, April 28, 2022
SPECIFIC ACTION REQUESTED:	Approve the temporary closure of the section of Main Street, Campen Street, and Depot Street, approve the co-sponsorship request and allow alcohol in permitted areas as requested.
ITEM SUMMARY:	The Wendell Community Partnership (WCP) plans to host the “Meet on Main” event on April 15, 2022. The event will run from 5:00 p.m. until 9:30 p.m. This event is open to the public. The WCP requests the Town to approve the temporary closure of Main Street (from Fourth Street to Third Street), Campen Street (Tobacco Alley to Perry’s Alley), and Depot Street (Cypress Street to Pine Street). The Police Department will make necessary road closure announcements and railroad notifications as per normal procedures. A map of the proposed road closure is attached. The WCP also requests Co-Sponsorship, which will except the event from any non-staffing fees. Town of Wendell Code of Ordinances Section 14-21 prohibits the consumption of alcoholic beverages “on or within the

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

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

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

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

ATTACHMENTS:

[Meet on Main Special Event Permit Application 4.15.2022.pdf](#)



Town of Wendell
Special Event Permit Application

Applicant Information

Applicant Name: JOSEPH PINO
Organization (if applicable): WENDELL COMMUNITY PARTNERSHIP LLC.
Address: 36 N. PINE ST WENDELL NC 27591
Street/Route City State Zip
Home Telephone # _____ Business Telephone # 919-366-5252
Cell Phone # _____ Fax # _____
Email Address: JOE@GRILLBILLIESBBQ.COM

Event Information

Name of Event: MEET ON MAIN
Purpose of Event: STREET FESTIVAL - FOR FAMILIES OF THE COMMUNITY - MUSIC WINE & BEER

Event Location(s):	<u>SEE ATTACHED MAP</u>
Event Date:	<u>4/15/22</u>
Set-up Time Begins:	<u>3:00 PM</u>
Time Event Begins:	<u>5:00 PM</u>
Time Event Ends:	<u>9:30 PM</u>
Clean-up Time Ends:	<u>11:00 PM</u>

Attendance: <u>1,500</u>	Check which box applies
Large Event - 150 or more people	☐
Large Event - 150 or more people and street closure(s) Name street(s) to be closed: <u>SEE ATTACHED MAP</u>	☒
Small Event - less than 150 people	☐

Site Plan for events with 150 or more people:



Please use the attached template (or separate drawing) to include a detailed site plan must be attached to the application that includes all event features including vendor placement, trash cans/dumpsters, portable restrooms, security fencing, canopies, and tents. Include dimensions of all tents and canopies. Also include a plan to address parking to support this event.

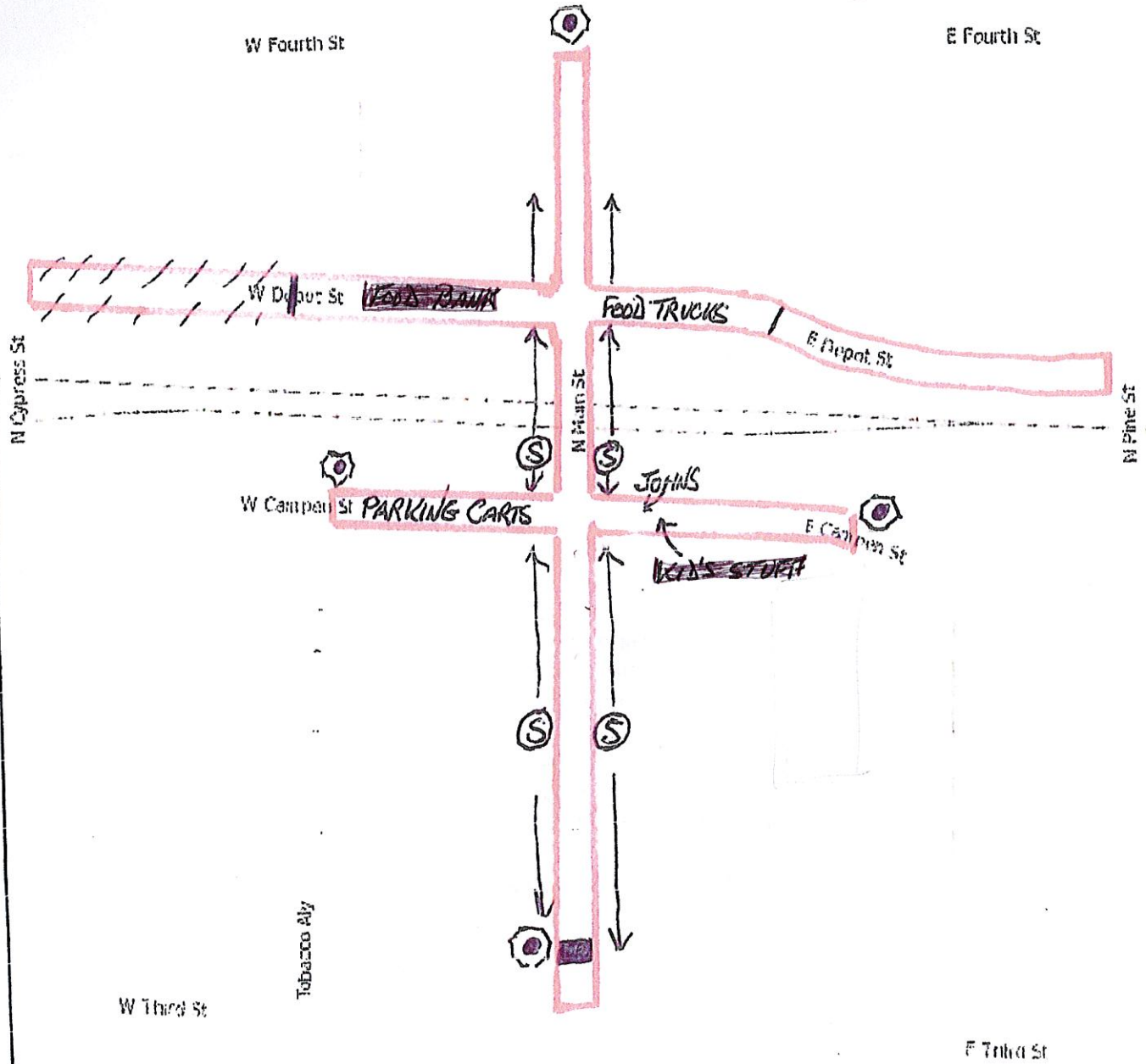
Check all that apply for the purpose of Event. Please review the Special Event Policy for additional information on applicable fees, staffing and/or permits:

	Yes	No
Will signs be used to advertise the event? <i>If yes, please submit Sign Permit Form</i>	☐	☒
Will streets need to be closed during this event? <i>If yes, please submit Street Closure Form</i>	☒	☐
Will this event include a parade? <i>If yes, please submit Parade Permit</i>	☐	☒
Will alcohol be served at this event? <i>If yes, contact ABC Commission North Carolina. Law Enforcement presence will also be required.</i>	☒	☐
Will vendors be part of your event?	☒	☐
If yes, please indicate the maximum number of expected vendors in each of the following types: - Food: <u>6</u> - Merchandise: <u>0</u> - Amusement rides: <u>0</u> Food Vendors: Contact the Wake County Environmental Services, Temporary Food Establishment at 336 Fayetteville Street in Raleigh or call 919-856-7419 to secure a Temporary Food Event Coordinators Application and to schedule an inspection if needed. Amusement Ride and/or Inflatable Rides Vendors: Contact the Department of Labor and Amusement Device Bureau at 11 Hillsborough Street in Raleigh or call 919-807-2770 to ensure compliance and schedule an inspection if needed.		
	Yes	No
Will you need access to electricity for this event?	☒	☐
Will your event need additional trash dumpsters, recycle containers or assistance with disposal of grease or similar waste?	☒	☐
If yes, please indicate below how you plan to dispose of trash, grease or similar waste, and include trash receptacles/dumpster locations on the site plan. <u>RENT 30 yd. DUMPSTER</u>		
Will your event need additional restroom facilities? <u>YES</u>		
If yes, please provide the following information: - Indicate the location on the site plan of each unit. - Indicate the number of regular units planned for the event: <u>4</u> - Indicate the number of handicap units planned: <u>1</u>		
Will you need access to water for this event?	☐	☒
Will amplified microphones, music or musical instruments be used at this event? <i>If yes, please submit Sound Device Permit</i>	☒	☐
Will you be using tents larger than 10x10 for this event? <i>If yes, please contact the Fire Marshal</i>	☒	☒
Are you requesting additional Police (security) for this event?	☒	☐

Applicant Responsibilities

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

Doc. 2.

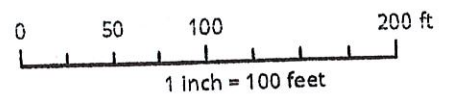


Ⓢ = SECURITY

■ = BAND

⊙ = NO ALCOHOL BEYOND

Meet on Main
Road
Closure



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.



Town of Wendell Sound Device Permit

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

Applicant Information

Applicant Name: JOSEPH PINO FOR WCP LLC.
Organization (if applicable): WENDELL COMMUNITY PARTNERSHIP LLC.
Applicant Address: 36 N. PINE ST WENDELL, NC 27591
Street/Route City State Zip
Home Telephone # 919-366-5252 Business Telephone # _____
Cell Phone # _____ Fax # _____
Email Address: JOE@GRILLBILLIESBBQ.COM
Signature of Applicant: [Signature] Date: 3/10/22

Event Information

Name of Event: MEET ON MAIN
Type of Event: STREET FAIR
Location of event: MAIN ST.
Person in charge and who will be on site during Event: JOE PINO
Phone Number of person in charge and who will be on site during Event: 919-366-5252

Event Date(s):	<u>4/15/22</u>
Set-up Time(s) Begins	<u>3:00 PM</u>
Time(s) Event Begins:	<u>5:00 PM</u>
Time(s) Event Ends:	<u>9:30 PM</u>
Clean-up Time(s) Ends:	<u>11:00 PM</u>

Type of Sound Equipment: AMPLIFIED MUSIC

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

Explain the purpose of the event and the types of activities during the event: _____

MUSIC, BEER, WINE FOR FAMILIES TO ENJOY

Applicant Responsibilities

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

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

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

Town of Wendell Staff Use Only

Date received: _____

Received by: _____

Police Chief and Town Manager Decision

_____ Approved as submitted.

_____ Approved with the following condition(s): _____

_____ Reason for Denial: _____

Police Chief or Designee

Date

Town Manager

Date



Town of Wendell Street Closing Application

CONTACT INFORMATION

Name of Organization: <i>WENDELL COMMUNITY PARTNERSHIP</i>	Name of Event Coordinator: <i>JOE PINO</i>
Email Address: <i>JOE@GRILLBILLIESBBQ.COM</i>	Phone Number: <i>919-366-5252</i>
Address: <i>36 N. PINE ST</i>	City, State, Zip Code: <i>WENDELL, NC 27591</i>

EVENT INFORMATION:

What is the event: <i>"MEET ON MAIN"</i>		
Types of activities during the event: <i>MUSIC, FAMILY ENTERTAINMENT, BEER & WINE</i>		
Date of Closure: <i>4/15/22</i>	Set-up Time Begins: <i>3:00 PM</i>	Time Event Begins: <i>5:00 PM</i>
Time Event Ends: <i>9:30 PM</i>	Clean-up time Ends: <i>11:00 PM</i>	Estimated Attendance: <i>1,500</i>
Requirement of Town barricades and/or cones are at the discretion of staff. If required, an additional \$25 fee will be due for approval.		

EVENT LOCATION:

Street(s): <i>PER ATTACHED MAP</i>	Block: <i>—</i>
---------------------------------------	--------------------

Street Closing Requirements:

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

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

Event Organizer Certification:

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

Signed: _____

Date: 3/10/22

Print Name: _____

Please submit completed application and application fee payment to:

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

Phone: 919.365.4450
Fax: 919.366.1462

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

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

Approved:
Yes ☐ No ☐
Date: _____

Note(s): _____

Town Manager _____

Date of Notifications: _____

☐

Police

☐

Public Works

☐

Finance

☐

Event Organizer

Insurance Requirements and Affidavit of Event Coordinator

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

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

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

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

JOSEPH PINO

Name of the Event Coordinator

[Signature]

Signature of the Event Coordinator

3/10/22

Date

Town of Wendell Staff Use Only

Date application received:

Received by:

Fees Received by:

Amount of Payment:

Co-Sponsored Events Policy

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

A. Criteria for Co-Sponsorship. The following criteria are used when determining co-sponsored events:

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

B. Conditions of Co-Sponsorship. The Event Organizer should understand and agree to the following if requested:

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

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

JOSEPH PINO
Name of Event Coordinator
36 N. PINE ST. WENDELL, NC
Address
919-366-5252
Phone Number

[Signature]
Signature of Event Coordinator
3/10/22
Date
JOE@GNILLBILLIESBBQ.COM
Email Address

Town of Wendell Staff Use Only

Date application received:

Received by:

Hold Harmless Waiver for "Meet on Main Event"
Sponsored By the Wendell Community Partnership, LLC.

Event Date: April 15, 2022

Event Location: Main Street, Wendell, NC

To the fullest extent permitted by law the **undersigned** shall indemnify, hold harmless, and defend the **Wendell Community Partnership, The Town of Wendell** and its officers, directors employees, agents, affiliates, successors and permitted assigns against all claims, damages, losses and expenses, including but not limited to attorneys fee arising out of or resulting from the participation in this event, and any such claim, damage loss, or expense attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, to the extent caused in whole or in part by any negligent act or omission or, including those directly or indirectly associated to them or anyone for whose acts it may be liable, regardless of whether it's caused in part by a party indemnified hereunder including their successors, executors, administration and assigns, who hereby agree to the full performance of the covenants of this agreement.

Company Name WENDELL COMMUNITY PARTNERSHIP, LLC.
Print JOSEPH PINO Sign [Signature] Date 3/11/22
For WCP

File:GrillBilliesbbq/documents/meet on main/Wendell docs for MOM 9-17-21



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: March 28, 2022

SUBMITTED BY: Bryan Coates, Planning

ITEM TYPE: Annexation

AGENDA SECTION: ADMINISTRATIVE ITEMS

SUBJECT: A21-06: Second Reading for a contiguous annexation for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S. Main Street right-of-way] located at 0 Lake Glad Road.

REPORT TO THE BOARD OF COMMISSIONERS: March 28, 2022- Second Reading

March 14, 2022 – Public Hearing

February 14, 2022 – Resolution Setting the Date for a Public Hearing

October 11, 2021 – Direct Clerk to Certify the Sufficiency of the Annexation Petition

SPECIFIC ACTION REQUESTED: Hear a second reading for Annexation Petition A21-06 and adopt the attached ordinance

ITEM SUMMARY: Capitol Funds Inc. has submitted an annexation request for 1 parcel totaling 42.38 acres [39.49 acres for PIN 1783569875, 1.76 acres for Lake Glad Road/W. Haywood Street right-of-way and 1.13 acres for S Main Street right-of-way] located at 0 Lake Glad Road. A second hearing is required as the vote to approve the requested annexation at the March 14th, 2022 meeting was 3-1 in favor of the motion. NCGS 160A requires a second reading without a super--majority vote.

Zoning District:

The property is located within the Town of Wendell extraterritorial jurisdiction and abuts Corporate Limits on all 4 sides. The parcel is currently zoned Rural Agricultural (RA). The applicant has submitted an application to rezone the parcel to Neighborhood Center Conditional District (NC-CD).

Impacts to Town Services:

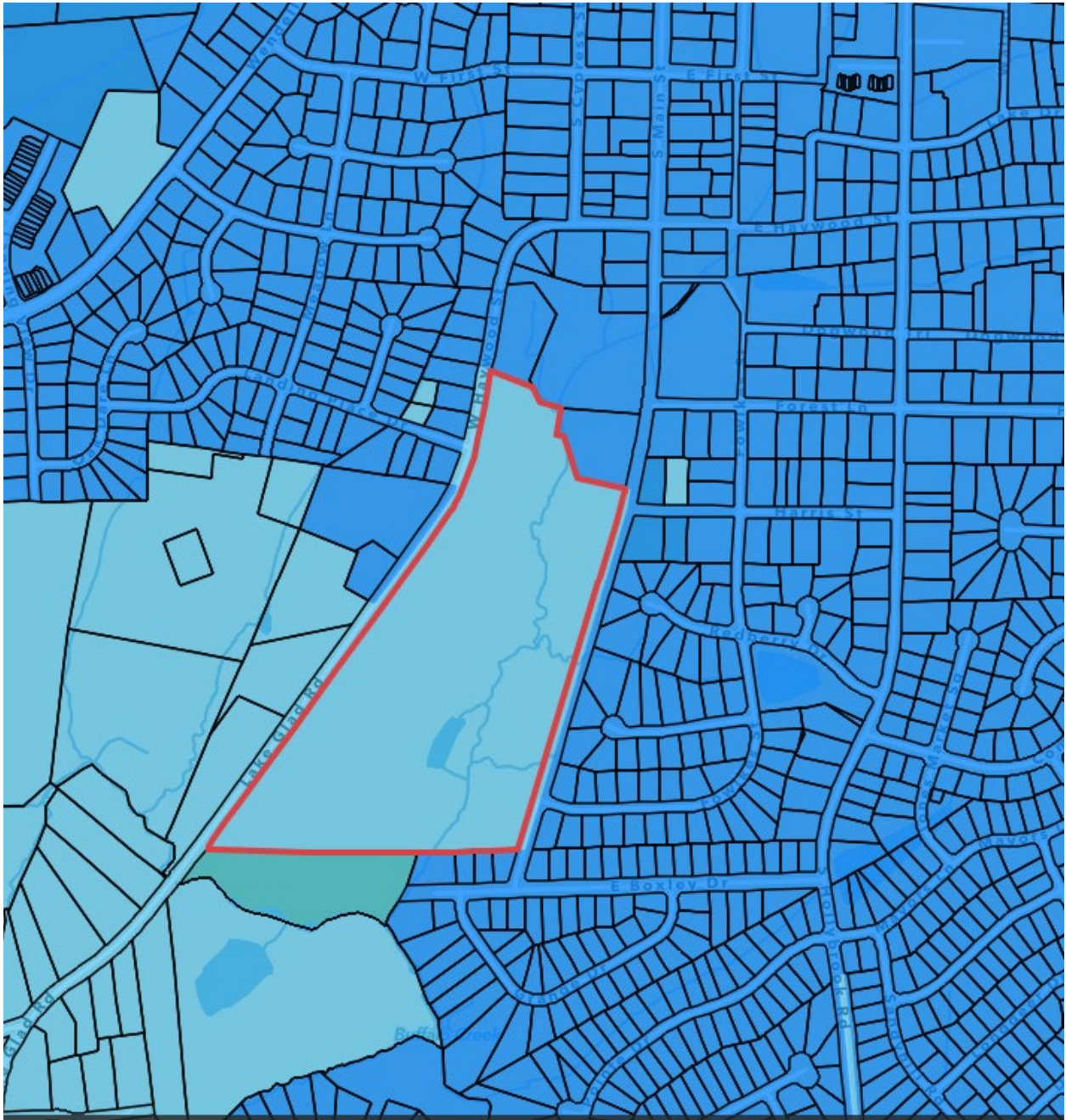
The proposed annexation area would require services from the Town's Police, Public Works, and Parks and Recreation Departments if annexed and developed. Secondary service impacts will be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are readily available to the property and provided by the Wendell Service Area by the City of Raleigh Utilities Department. Specific impacts are dependent on the use, density, and design of development and subject to approvals for utility allocations and land use.

ATTACHMENTS:

[Item 5b. Attachment A - Location Map.pdf](#)

[Item_5b._Attachment_B_-_ORDINANCE_TO_ANNEX_A21-06 \(1\).pdf](#)

Location Map:



Return Address: Bryan Coates, Planning Director
Town of Wendell
15 E. Fourth Street
Wendell, NC 27591

A21-06

ORDINANCE NO. 0-09-2022
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF WENDELL, NORTH CAROLINA

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of said petition; and,

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Wendell Courtroom at 7:00 p.m. on the 28th day of March, 2022, after due notice by publication on the 4th day of March, 2022.

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

WHEREAS, the Board of Commissioners further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Board of Commissioners further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wendell, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-31, the parcel identified by PIN 1783569875 and also shown as the 42.38 acre tract located at 0 Lake Glad Road and on the below identified survey plat is hereby annexed and made part of the Town of Wendell, North Carolina, as of the date of adoption of this Ordinance on March 28, 2022. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Plat, Extension of Corporate Limits of the Town of Wendell" and recorded in Book of Maps Book Number _____, Page Number _____, Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the attached described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wendell and shall be entitled to the same privileges and benefits as other parts of the Town of Wendell. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Wendell shall cause to be recorded in the Office of the Register of Deeds of Wake County, and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of the ordinance. Such map shall also be delivered to the County Board of Elections as required by G.S. 163.228.1.

Duly adopted the 28th day of March 2022.

(Town Seal)

Virginia R. Gray, Mayor

ATTEST:

APPROVED AS TO FORM:

Megan Howard, CMC, Town Clerk

James P. Cauley III, Town Attorney

Page 2

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CLERK’S CERTIFICATION

I, **MEGAN HOWARD**, Town Clerk of the Town of Wendell, North Carolina, do hereby certify that the attached is original ordinance **#0-09-2022**, as adopted by the Wendell Board of Commissioners on the 28th day of March, 2022 for property owned by **Capitol Funds Inc**, and is approved for recording in the Wake County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Wendell, North Carolina this 28 day of March, 2022.

[TOWN SEAL]

Megan Howard, CMC, Town Clerk



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Agreements/Contracts
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	3rd Amendment to the Agreement for Upgraded Streetlight Services between the Town of Wendell and Wendell Falls Community Association
REPORT TO THE BOARD OF COMMISSIONERS:	Monday, March 28, 2022- Board Decision
SPECIFIC ACTION REQUESTED:	Authorize the Town Manager to sign an amended Streetlight Reimbursement Agreement with Wendell Falls Community Association
ITEM SUMMARY:	The Town’s ordinance permits subdivisions using upgraded streetlight fixtures to contract directly with Duke/Progress Energy and request the Town to reimburse them the cost of the standard pole and fixture at the standard spacing. This allows neighborhood to use more elaborate lighting fixtures without the Town incurring any additional costs beyond what it would normally cover in a typical subdivision. On May 30, 2018, the Town entered into such an agreement to reimburse Wendell Falls for Streetlight costs associated with Phases SF1, SF2, SF3, and SF13 of their development in the amount of \$12,491 (for 95 fixtures). The first amendment to the agreement, dated April 30, 2019, the parties agreed to amend the Agreement to provide for reimbursement of additional streetlights installed by Wendell Falls adjacent to the right-of-way within Phases 5A, 5B, 5C, 5D, 5E, 6A and 6B of their development in the amount of

\$6,348 (for 49 fixtures).

The second amendment to the agreement, dated March 30, 2021, the parties agreed to amend the Agreement to provide for reimbursement of additional streetlights installed by Wendell Falls adjacent to the right-of-way within Phases 5F, 8A, 8B, 8C, 8D, 8E and Big Falls Extension.

The attached Streetlight Agreement has been amended to include additional fixtures and reimbursement for Phases 9A, 9B, 9C, 12, 7A and Elk Falls Extension. These additions would cover 57 streetlights and increase the annual reimbursement from \$25,702 to \$33,372.95.

The additional streetlight reimbursement costs included in this amended agreement are budgeted for in the proposed FY23 budget.

ATTACHMENTS:

[2022.03.12 2021 Third Amendment to Town of Wendell Street Light Agreement \(for 2017-2021\) v.1 .pdf](#)

**Third Amendment to Agreement for
Upgraded Streetlight Services
between
The Town of Wendell
and
Wendell Falls Community Association, Inc.**

Version Dated: March 15, 2022

This is the Third Amendment (“Third Amendment”) to an agreement (the “Agreement”) previously entered into by the parties on or about May 30, 2018 and periodically amended thereafter BETWEEN The Town of Wendell (hereinafter referred to as the TOWN) and Wendell Falls Community Association, Inc. (hereinafter referred to as “WF”), a duly incorporated non-profit association established according to North Carolina law.

WHEREAS, in the original Agreement, WF requested that the TOWN allow the installation of an upgraded streetlight system of the adjacent to the public right-of-way **within phases SF1, SF2, SF3, and SF13 of the development**, a streetlight system that differs from those typically used to meet current TOWN standards; and

WHEREAS the installation of this upgraded streetlight system resulted in a higher monthly charge from DUKE ENERGY PROGRESS, INC., (hereinafter referred to as DUKE) than for a typical streetlight system meeting TOWN standards for brightness and uniformity of coverage; and

WHEREAS, WF sought reimbursement from TOWN and TOWN desired to reimburse WF for the cost of streetlights typically installed by the TOWN to meet current TOWN standards; and

WHEREAS the TOWN, after reviewing this proposed upgraded streetlight design determined that the installation of such a system would meet or exceed current TOWN standards while not being injurious to the health and well-being of the citizens of the TOWN; and

WHEREAS the TOWN reserves the right to inspect any streetlight system installed on or adjacent to public right-of-way and to require certification that such system meets or exceeds the TOWN’S minimum standards for brightness and uniformity of coverage; and

WHEREAS, in the First Amendment to Agreement, dated April 30, 2019, the parties agreed to amend the Agreement to provide for reimbursement of additional streetlights installed by WF adjacent to the right-of-way within Phases 5A, 5B, 5C, 5D, 5E, 6A and 6B; and

WHEREAS, in the Second Amendment to Agreement, dated March 30, 2021, the parties agreed to amend the Agreement to provide for reimbursement of additional streetlights installed by WF adjacent to the right-of-way within Phases 5F, 8A, 8B, 8C, 8D, 8E and Big Falls Extension;

WHEREAS, during the calendar year 2021, WF has installed additional streetlights adjacent to the right-of-way within Phases 9A, 9B, 9C, 12, 7A and Elk Falls Extension; and

WHEREAS, the TOWN and WF desire to amend the Agreement to provide for reimbursement of WF by the Town for the monthly charge of the streetlights referred to in the Agreement as well as those added by this Third Amendment, namely those installed in Phases, namely phases 9A, 9B, 9C, 12, 7A and Elk Falls Extension;

NOW, THEREFORE, IT IS RESOLVED THAT in consideration for the commitments set forth below and for other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows;

- 1.0 The Recitals above are incorporated herein by reference with the full effect as if fully set out herein.
- 2.0 **WF** has entered into an agreement with DUKE to assume responsibility for any and all financial charges associated with this proposed upgraded streetlight system on or adjacent to public right of way.
- 3.0 The number of streetlights reimbursed by TOWN shall be based on the standard set forth in the TOWN's Unified Development Ordinance. At the time of this Agreement, the standard number of streetlights eligible for reimbursement is derived by dividing the total linear feet of publically dedicated streets within a Phase by 300. In the event of a fraction, the number shall be rounded up to the nearest whole number.
- 4.0 **WF** is responsible for paying all the monthly operating charges for the upgraded streetlight system directly to DUKE based upon billing from DUKE to WF.
- 5.0 It is hereby acknowledged that the TOWN will not take over ownership of the upgraded system and the TOWN will not be responsible for any monthly payments to DUKE or be involved in any way with the day to day maintenance of the system. WF will be responsible for maintaining the streetlight system in proper working order and repairs will be made to damaged poles in a timely manner.
- 6.0 By March 15 of each year following approval of this Agreement WF intends to provide documentation to the TOWN demonstrating that the total number of streetlights to be reimbursed by the TOWN (as referenced in Section 3.0) were installed and operational by the end of the previous fiscal year. Such documentation must include, but is not limited to, copies of bills paid from DUKE for this upgraded system during December of the previous year. Reimbursements from the TOWN shall be based on one full calendar year, even if installation occurred mid-year. In the event that WF has not installed the total number of operational streetlights to be reimbursed by the TOWN (as referenced in Section 3.0) by December of the previous year, WF must wait an additional year to be eligible to apply for reimbursement.
- 7.0 Based upon confirmation that the requirements detailed in Section 6.0 have been met, and upon receipt of an invoice dated July 1 or after of the fiscal year, the TOWN will reimburse WF for the equivalent cost of a standard streetlight system meeting the TOWN'S requirement as specified in the municipal streetlight rate schedule approved by the North Carolina Utilities Commission for the current fiscal year on or after July 1 of the current year. The following approved rates, as applicable to the year of installation, were in effect according to SLS-28A for the fixtures in this Agreement:

**2017 Installations
(Phases SF1, SF2, SF 3 and SF13)**

95 - "LED 75W" fixtures @ \$7.53/mo	_95_ x \$7.53 = \$715.35/mo
95 - Gray Fiberglass poles @ \$2.71/mo	_95_ x \$2.71 = \$257.45/mo
7% NC Sales Tax	Subtotal = \$972.8/mo x 7% = \$1040.90/mo

**2018 Installations
Phases 5A, 5B, 5C, 5D, 5E, 6A and 6B**

49 - "LED 75W" fixtures @ \$7.38/mo.	49 x \$7.38 = \$361.62/mo.
49 - Gray Fiberglass poles @\$2.71/mo.	49 x \$2.71 = \$132.79/mo.
7% NC Sales Tax	Subtotal = \$494.41 x 7% = \$529.02/mo.

2019 Installations
Phases 5F, 8A, 8B and Big Falls Extension

29___ – “LED 75W” fixtures @ \$7.57/mo.	29 x \$7.57 = \$219.53/mo.
29_ – Gray Fiberglass poles @\$2.71/mo.	29 x \$2.71 = \$78.59/mo.
7% NC Sales Tax	Subtotal = \$298.12 x 7% = \$318.99/mo.

2020 Installations
Phases 8C, 8D and 8E

23___ – “LED 75W” fixtures @ \$7.57/mo.	23 x \$7.57 = \$174.11/mo.
23_ – Gray Fiberglass poles @\$2.71/mo.	23 x \$2.71 = \$62.33/mo.
7% NC Sales Tax	Subtotal = \$236.44 x 7% = \$252.99/mo.

2021 Installations
Phases 9A, 9B, 9C, 12, 7A and Elk Falls Extension

57___ – “LED 75W” fixtures @ \$7.41/mo.	57 x \$7.41 = \$422.37mo.
57_ – Gray Fiberglass poles @\$3.07/mo.	57 x \$3.07 = \$174.99/mo.
7% NC Sales Tax	Subtotal = \$597.36 x 7% = \$639.18/mo.

**THE TOTAL TOWN OF WENDELL 2021 ANNUAL
REIMBURSEMENT FOR THIS SYSTEM WILL BE:**

\$2,781.08/mo x 12 = \$33,372.950 [add up totals for 2017-2021]

- 8.0 WF hereby releases the TOWN from any and all liability or any other responsibility associated with this upgraded streetlight system except as specified in this Agreement.

- 9.0 TOWN may terminate this agreement for failure of WF to cure a material default after thirty (30) day’s written notice of the nature of the default. WF may terminate this Agreement at any time upon thirty (30) day’s written notice to TOWN but, in the event of such termination by WF, WF shall assume responsibility for any cost associated with restoring the streetlights to TOWN standards in effect at the time of such termination.

- 10.0 Intentionally left blank.

- 11.0 Binding Effect. This Agreement shall be binding upon and enure to the benefit of all of the parties hereto, their agents and their heirs, personal representatives, grantees, successors, and assigns.

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

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

14.0 Miscellaneous

WF shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. WF represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the TOWN.

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

15.0 Audit

The Town of Wendell Finance Department may conduct an audit of WF's financial, performance and compliance records maintained in connection with the operations and services performed under this Agreement. The TOWN or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment or longer if required by law.

The TOWN agrees to provide Contractor with an opportunity to discuss and respond to any findings before a final audit report is issued. TOWN's rights under this provision shall survive the termination of this Agreement. The TOWN may conduct an audit up to three years after this Agreement terminates.

15.0 E - Verify

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

16.0 Entire Agreement.

This Agreement embodies the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by WF and TOWN. Each Party acknowledges that it has not been induced by or relied upon any information, representation, warranties, or statements, whether oral or written, express or implied, made by the other Party or any other person representing or purporting to represent the other Party which are not expressly set forth or provided for in this Agreement.

17.0 No Waiver.

Failure of either Party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such Party to subsequently insist upon compliance with that provision or any other provision of this Agreement nor in any way to affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

18.0 Construction of Agreement.

WF and TOWN acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and the effect of all the provisions of this Agreement. WF and TOWN agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these provisions. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent

prepared the document. Typewritten or handwritten provisions, if any, inserted in this Agreement that are initialed by the Parties shall control over all printed provisions of this Agreement in conflict therewith. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

19.0 Counterparts.

This Agreement may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. The delivery of an executed counterpart of this Agreement by facsimile or as a PDF or similar attachment to an email, shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart.

20.0 Time of Essence.

Time is of the essence as to each provision of this Agreement.

EXECUTED BY THE TOWN MANAGER ON THE

_____ DAY OF _____, 2022.

TOWN OF WENDELL

BY: _____
MARVIN E. COLLINS
Town Manager

ATTEST: _____
MEGAN HOWARD
Town Clerk

Date: _____

Date: _____

WENDELL FALLS COMMUNITY ASSOCIATION, INC.

WENDELL FALLS COMMUNITY ASSOCIATION, INC.
a North Carolina Non-profit Corporation

By: _____
_____, Vice President



Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	March 28, 2022
SUBMITTED BY:	Marvin Collins, Administration
ITEM TYPE:	Agreements/Contracts
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Agreement for Engineering Services with McGill Associates, P.A. for the Design of Hollybrook Neighborhood Park
REPORT TO THE BOARD OF COMMISSIONERS:	Monday, March 28, 2022- Board Decision
SPECIFIC ACTION REQUESTED:	Motion to approve the Agreement for Engineering Services with McGill Associates, P.A. and authorize the Town Manager to sign.
ITEM SUMMARY:	Staff issued RFQ #2-21 for Professional Design Services for the Hollybrook Park Property project and requested responses by 2:00 pm on November 5, 2021. The Town received seven (7) responses to the RFQ by the deadline. Staff reviewed the submissions and ranked the responses based on the submittal requirements in the RFQ document (see Attachment A). The top four (4) responses were requested to provide an in-person presentation to the selection committee and respond to prepared questions from staff. The rankings were authorized on January 24, 2022 and the Town Manager directed to negotiate the contract with McGill Associates, P.A. (see attached contract). The Agreement provides for the complete design and permitting of the neighborhood park. The Agreement also provides for the development of complete bid documents, construction drawings, and assist the Town through the bid process to obtain engineering and construction services to build the park in FY 2023. The FY 2022 Budget provides \$185,000 for the design of Hollybrook Neighborhood Park. The negotiated design phase services are \$181,200. In addition, the Agreement provides

for \$8,700 to assist with construction bid and award services after the design is complete.

ATTACHMENTS:

[Item 6d Attachment A Hollybrook Park Agreement for Engineering Services with McGill Associates 3-23-22.pdf](#)

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT, made and entered into this the _____ day of _____ 2022, by and between the **Town of Wendell** (OWNER) and **McGill Associates, P.A.** (ENGINEER).

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled **Hollybrook Property Park Development** as generally described in Attachment "A" and

WHEREAS, the ENGINEER desires to render professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 - GENERAL SERVICES

The ENGINEER shall:

- 1.1. The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in the first phase of the Project; serve as OWNER's professional engineering representative for the Project; and provide professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2. The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services.
- 1.3. The ENGINEER shall obtain and furnish, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4. The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5. The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.

SECTION 2 - BASIC SERVICES

2.1 DESIGN AND PERMITTING PHASE

- 2.1.1 Meet with the Town of Wendell for the purpose of establishing communication lines, meet project team members, define project schedules, and gather initial data.
- 2.1.2 Complete an initial site investigation with the design team to review base survey information, existing site features, etc.
- 2.1.3 Establish geodetic survey control and aerial targeting in the project area tied to NAD83(2011) and NAVD88 (GEOID12B) for field and aerial mapping efforts.
- 2.1.4 Provide photogrammetry of the project area to include above ground, visible planimetric features and a digital terrain model suitable for producing a one foot contour interval.
- 2.1.5 Perform field surveying to locate planimetric and topographic features, property boundary, and location of utilities.
- 2.1.6 Contact NC One Call and request utility locations for the project area along Hollybrook Road and locate the utilities as marked by representatives of the respective utilities. Please be aware, NC One Call utility representatives are likely to locate only those underground utilities within the right-of-way of the roadway. NC One Call utility representatives will not locate underground utilities on private property. If there is a need for underground utility mapping across portions of the site that are outside of the road right-of-way, a quote from a private utility locator can be provided.
- 2.1.7 Prepare **Schematic Design Documents** to include the following:
 - A. Driveway, parking, restroom facility, prefabricated picnic shelter, landscaping, and supporting infrastructure. Water and sewer service for restrooms and shelter will be provided by adjacent utilities.
 - B. Park amenities including walking trails, multipurpose field, adventure play area, game courts, playgrounds, basketball courts, and pickleball courts. This includes incorporation design(s) from outside playground company(ies) for the playground and/or adventure play area if so desired by the Town.
- 2.1.8 Prepare a probable opinion of cost for the OWNER to review.
- 2.1.9 Review Schematic Design Documents with the Town of Wendell.
- 2.1.10 Address comments from Town of Wendell and prepare Design Development Documents, including grading, drainage, erosion control, landscaping, architectural, utility, and engineering drawings.

- 2.1.11 Prepare complete bid documents, contract documents, technical specifications and construction drawings to detail the character and scope of the work.
- 2.1.12 Review design documents with the Town of Wendell for comments and approval prior to bidding.
- 2.1.13 Submit design documents to the appropriate agencies for review and permitting. Address any comments received.
- 2.1.14 Perform an internal quality control and constructability review of the project.
- 2.1.15 Furnish up to two (2) hard copies of the final design documents to the OWNER.

2.2 BIDDING AND AWARD PHASE

- 2.2.1 Assist the OWNER in advertising, receiving, opening and evaluating bids.
- 2.2.2 Consult with and advise the OWNER as to the acceptability of contractors and subcontractors and make recommendations as to the lowest, responsive, responsible bidder.
- 2.2.3 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.
- 2.2.4 Schedule a Pre-Construction Conference with the OWNER, Contractor, ENGINEER and all other applicable parties to assure discussion of all matters related to the Project. Prepare and distribute minutes of the Pre-Construction Conference to all parties.

SECTION 3 - ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types, which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction. The ENGINEER and OWNER agree that time is of the essence in order to meet funding application deadlines. As such, the OWNER may initiate minor changes in the project scope to be incorporated by the ENGINEER, subsequent to the permit submittals, as not to impede progress toward the funding application deadlines. No work on any such changes shall occur by the ENGINEER unless preapproved by the OWNER. Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.2 Preparing documents for alternate bids requested by the OWNER for work, which is not executed, or documents for out-of-sequence work other than agreed upon in the Planning Phase.
- 3.3 Providing construction phase services. The OWNER and ENGINEER recognize that construction phase services will be necessary, however, scope of those services will be dependent upon funding and phasing. Therefore, construction phase services will be added to this agreement scope at a later time.
- 3.4 Providing geotechnical and subsurface investigations, archeological surveys and any other environmental site surveys necessary for the construction of the project.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.6 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise included in this Agreement.
- 3.7 Additional services in connection with administering project funding.
- 3.8 Preparing easement maps or plats.
- 3.9 Soliciting bids for elements to be supplied by OWNER.
- 3.10 Preparing design of retaining wall and/or certification if required.
- 3.11 Offsite engineering for water supply, utilities, and drainage other than customary connections to the adjoining public utilities.
- 3.12 Preparation of recombination plat.
- 3.13 Preparation of transportation studies and/or offsite roadway design. This does not include customary driveway entrance, bike lane, curb and gutter, sidewalk necessary on and immediately adjoining the site that do not require study or right-of-way acquisition from adjoining.

SECTION 4 - OWNERS RESPONSIBILITIES

The OWNER shall:

- 4.1 Provide full information as to the requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal in a timely manner all available information pertinent to the Project including previous documents and any other data relative to the evaluation, design, and construction of the Project.
- 4.3 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to the services in this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services under this Agreement, provided the same does not unreasonably interfere with the operation of the existing facilities.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Obtain any right-of-way easements from public bodies, entities or persons necessary for satisfactory construction of the Project.
- 4.7 Obtain any subsurface geotechnical investigations or other types of testing and analysis needed for the Project.
- 4.8 Pay for permit fees, and all costs incidental to advertising for bids, and receiving bids or proposals from licensed Contractors.
- 4.9 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor will or has used the monies paid to him under the construction contract.
- 4.10 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.11 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.12 Furnish, or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.13 Bear all costs incident to compliance with the requirements of this Section 4, except where Contractor will assume responsibility for the same.

SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period, which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the Project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

- 6.1.1 The OWNER agrees to pay the ENGINEER for Basic Services as outlined in Section 2 the following lump sum fees, inclusive of all reimbursable expenditures.

Design Phase Services	\$181,200
Bidding and Award Phase Services (Per Bid Cycle)	\$8,700

6.2 PAYMENT FOR ADDITIONAL SERVICES

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with the attached ENGINEER's standard rate and fee schedule Attachment "B", which is subject to update on an annual basis.

6.3 TIMES OF PAYMENT

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for services rendered under this Agreement.

6.4 GENERAL

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of a reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

- 7.1.1 The OWNER has the right to terminate this agreement for any reason, and without cause by providing ten (10) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

7.2 INSURANCE AND CLAIMS

- 7.2.1 The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect, and shall be in an amount not less than one million dollars (\$1,000,000).

7.3 SUCCESSORS AND ASSIGNS

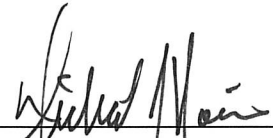
- 7.3.1 The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.4 ENTIRE AGREEMENT

- 7.4.1 This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

McGILL ASSOCIATES, P.A.

By: 
Michael J. Norris, PLA
Director of Land Planning & Recreation

(SEAL)

TOWN OF WENDELL

ATTEST: _____
Megan Howard
Town Clerk

By: _____
Marvin E. Collins
Town Manager

PRE-AUDIT CERTIFICATION:

THIS INSTRUMENT has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

By: _____
Garrett Johnson, Interim Finance Director
Town of Wendell

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

ATTACHMENT “A”
PROJECT UNDERSTANDING
HOLLYBROOK ROAD PROPERTY PARK

The Town of Wendell desires to develop a park on the Hollybrook Road Property, purchased by the Town, located on Hollybrook Road in Wendell North Carolina. The site contains approximately 19 acres and is a mixture of open farmland and wooded forest.

The project is planned to include an 8-foot wide asphalt paved multi-use trail, concrete sidewalks, picnic shelter, a playground structure, nature trail, one (1) multi-purpose field, two (2) basketball courts, four (4) pickleball courts, one (1) adventure play area, court games, restroom building, parking area, entrance road, utilities, and appurtenances. It is anticipated that the project will be funded by a combination of NC Park and Recreation Trust Fund grant and local monies. It is anticipated that sanitary sewer, electric, and water system will be provided by local utility providers.

ATTACHMENT “B”

STANDARD RATE AND FEE SCHEDULE

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$245			
Principal – Regional Manager – Director	\$195	\$210	\$220	\$225
Practice Area Lead	\$165	\$175	\$200	\$215
Senior Project Manager	\$185	\$195	\$205	\$210
Project Manager	\$165	\$180	\$185	\$190
Project Engineer	\$120	\$130	\$150	\$155
Engineering Associate	\$100	\$105	\$115	\$120
Planner- Consultant – Designer	\$105	\$120	\$140	\$155
Engineering Technician	\$95	\$110	\$120	\$125
CAD Operator – GIS Analyst	\$85	\$90	\$100	\$105
Construction Services Manager	\$135	\$150	\$160	\$165
Construction Administrator	\$100	\$115	\$125	\$130
Construction Field Representative	\$90	\$95	\$100	\$105
Environmental Specialist	\$90	\$100	\$105	\$110
Surveyor	\$95	\$100	\$105	\$110
Surveying Associate	\$75	\$80	\$85	\$90
Survey Technician	\$80	\$85	\$90	\$95
Survey Field Technician	\$65	\$70	\$75	\$80
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus fifteen (15) percent.