



## Wendell Town Board of Commissioners

Town Hall, Board Room

15 E Fourth Street, Wendell, NC, 27591

Regular Session Agenda

Monday, May 8, 2023 @ 7:00 PM

### CALL TO ORDER

Call to Order - Mayor Virginia Gray

Pledge of Allegiance - East Wake High School Student, Kelsea McNair

Invocation - Wendell United Methodist Church

### 1. ADJUSTMENT AND APPROVAL OF THE AGENDA

### 2. PUBLIC COMMENT PERIOD

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

1. 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.
2. Submitting written statements via email to the Town Clerk at [mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov) 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.

### 3. CONSENT AGENDA

3.a A23-01: Certificate of Sufficiency and Resolution Fixing Date of the Public Hearing for Non-Contiguous Annexation of Approximately 161.65 acres, PINs: 1774215619, 1774310710, 1774208592, 1774303504, 1774400683, 1774400477, 1774400372, 1774400176, 1773490956, 1773490866, 1773490750, 1773490554, 1773490348, 1774307526, 1773299719, 1774404748, 1774400779, 1773390385, 1773382633, 1773495822, 1774403200, 1773393718, 1773397748, Located at 0 Carrington Woods Dr, 0 Petunia Ln, 0 Martin Pond Rd, 6320, 6401, 6417, 6429, 6432, 6505 Petunia Ln and 0 Poppys Pond Path

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

3.b A23-02: Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for Approximately 41.43 Acres, PINs: 1773450771, 1773459902, 1773550778, 1773369082, 1773463324, 1773467369, Located at 0 & 1812 Wendell Falls Parkway and 400 & 405 Richardson Farm Lane

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

3.c A22-04: Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for a 10.92-Acre Parcel, PIN: 1784238304, Located at 0 Liles Dean Road

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

3.d Acceptance of 1,150ft of Roadway of Landing View Drive for Town Maintenance

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

3.e Approval of Summary of Minutes from August 24, 2023 - Budget Work Session

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

3.f Approval of Summary of Minutes from April 24, 2023

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

#### **4. RECOGNITIONS, REPORTS, AND PRESENTATIONS**

4.a Recognition of East Wake High School Staff Member, Tiffany Robinson

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

4.b Proclamation Recognizing May 8-12, 2023 as National Economic Development Week

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

4.c Proclamation Recognizing May 14-20, 2023 as National Police Week and May 15, 2023 as Peace Officers' Memorial Day

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

4.d Proclamation Recognizing May 20, 2023 as Kids to Parks Day

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

## 5. PUBLIC HEARINGS

### 5.a Public Hearing for the Proposed Fiscal Year (FY) 2023-2024 Town of Wendell Budget

Staff Contact: Marc Collins  
Town Manager  
[mcollins@townofwendellnc.gov](mailto:mcollins@townofwendellnc.gov)

## 6. ADMINISTRATIVE ITEMS

### 6.a Fourth 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@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

### 6.b Agreement for Upgraded Streetlight Services Between the Town of Wendell and Hollybrook Association

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

### 6.c Agreement for Upgraded Streetlight Services Between the Town of Wendell and NC Wendell Parkway LLC

Staff Contact: Bryan Coates  
Planning Director  
[bcoates@townofwendellnc.gov](mailto:bcoates@townofwendellnc.gov)

### 6.d Agreement Between Geosyntec Consultants and The Town of Wendell to Provide Environmental Services for the Wendell Brownfield Program

Staff Contact: Matt Garner  
Economic Development Specialist  
[mgarner@townofwendellnc.gov](mailto:mgarner@townofwendellnc.gov)

### 6.e Appointments to the Planning Board and Parks and Recreation Commission (In Town)

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

### 6.f Request to Adopt the 2023 Strategic Plan

Staff Contact: Marc Collins, ICMA-CM  
Town Manager  
[mcollins@townofwendellnc.gov](mailto:mcollins@townofwendellnc.gov)

## **7. OTHER BUSINESS**

Update on Board Committees by Town Board Members:

Wendell Volunteer Fire Department Board of Directors - Mayor Pro Tempore Jason Joyner  
Triangle J Council of Governments - Commissioner Joe DeLoach

## **8. COMMISSIONERS' REPORTS / COMMENTS**

## **9. MAYOR'S REPORTS / COMMENTS**

## **10. CLOSED SESSION**

**ADJOURN**



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Bryan Coates, Planning

**ITEM TYPE:** Planning

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** A23-01: Certificate of Sufficiency and Resolution Fixing Date of the Public Hearing for Non-Contiguous Annexation of Approximately 161.65 acres, PINs: 1774215619, 1774310710, 1774208592, 1774303504, 1774400683, 1774400477, 1774400372, 1774400176, 1773490956, 1773490866, 1773490750, 1773490554, 1773490348, 1774307526, 1773299719, 1774404748, 1774400779, 1773390385, 1773382633, 1773495822, 1774403200, 1773393718, 1773397748, Located at 0 Carrington Woods Dr, 0 Petunia Ln, 0 Martin Pond Rd, 6320, 6401, 6417, 6429, 6432, 6505 Petunia Ln and 0 Poppy's Pond Path

**SPECIFIC ACTION REQUESTED:** Receive the Clerk's Certificate of Sufficiency and Schedule the Public Hearing for Annexation Petition A23-01 for Monday, June 12, 2023 by adopting the attached Resolution

**ITEM SUMMARY:** Morris & Ritchie Associates of NC has submitted an annexation request on behalf of the property owners for approximately 161.65 acres, PINs: 1774215619, 1774310710, 1774208592, 1774303504, 1774400683, 1774400477, 1774400372, 1774400176, 1773490956, 1773490866, 1773490750, 1773490554, 1773490348, 1774307526, 1773299719, 1774404748, 1774400779, 1773390385, 1773382633, 1773495822, 1774403200, 1773393718, 1773397748, located at 0 Carrington Woods Dr, 0 Petunia Ln, 0 Martin Pond Rd, 6320, 6401, 6417, 6429, 6432, 6505 Petunia Ln and 0 Poppy's Pond Path.

Zoning District: The parcels are currently in the Residential Agricultural (RA) and Rural Residential (RR) zoning districts. The applicant has also submitted a Conditional District rezoning application.

**ATTACHMENTS:**

[Certificate of Sufficiency A23-01](#)

[R-14-2023 Resolution Setting PH for Annexation A23-01](#)

[Location Map - A23-01](#)



**TOWN OF WENDELL**

**NORTH CAROLINA**

**CERTIFICATE OF SUFFICIENCY**

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

I, Mary Beth Tew, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with NC G.S. 160A-58.2.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Wendell, this 8<sup>th</sup> day of May, 2023.

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Mary Beth Tew  
Town Clerk

**A23-01:**

0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774215619; non-contiguous  
0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774310710; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774208592; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774303504; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400683; non-contiguous  
0 Martin Pond Rd; approximately 1.02 acres; PIN 1774400477; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400372; non-contiguous  
0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400176; non-contiguous  
6429 Petunia Ln; approximately 0.92 acres; PIN 1773490956; non-contiguous  
6432 Petunia Ln; approximately 0.99 acres; PIN 1773490866; non-contiguous  
0 Martin Pond Rd; approximately 0.99 acres; PIN 1773490750; non-contiguous  
0 Martin Pond Rd; approximately 1.04 acres; PIN 1773490554; non-contiguous  
0 Martin Pond Rd; approximately 1.05 acres; PIN 1773490348; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774307526; non-contiguous  
6320 Petunia Ln; approximately 5.91 acres; PIN 1773299719; non-contiguous  
0 Martin Pond Rd; approximately 7.23 acres; PIN 1774404748; non-contiguous  
0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400779; non-contiguous  
0 Poppys Pond Path; approximately 5.91 acres; PIN 1773390385; non-contiguous  
0 Martin Pond Rd; approximately 39.50 acres; PIN 1773382633; non-contiguous  
6505 Petunia Ln; approximately 16.96 acres; PIN 1773495822; non-contiguous  
0 Petunia Ln; approximately 2.00 acres; PIN 1774403200; non-contiguous  
6401 Petunia Ln; approximately 5.91 acres; PIN 1773393718; non-contiguous  
6417 Petunia Ln; approximately 5.91 acres; PIN 1773397748; non-contiguous



**TOWN OF WENDELL**

**NORTH CAROLINA**

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF  
ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2  
RESOLUTION NO.: R-14-2023**

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

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

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

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

**SECTION 1.** A public hearing on the question of annexation of the area described herein will be held at the Wendell Town Hall, Board Room, at 7:00 p.m. on Monday, June 12, 2023.

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

0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774215619; non-contiguous  
0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774310710; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774208592; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774303504; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400683; non-contiguous  
0 Martin Pond Rd; approximately 1.02 acres; PIN 1774400477; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400372; non-contiguous  
0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400176; non-contiguous  
6429 Petunia Ln; approximately 0.92 acres; PIN 1773490956; non-contiguous  
6432 Petunia Ln; approximately 0.99 acres; PIN 1773490866; non-contiguous  
0 Martin Pond Rd; approximately 0.99 acres; PIN 1773490750; non-contiguous  
0 Martin Pond Rd; approximately 1.04 acres; PIN 1773490554; non-contiguous  
0 Martin Pond Rd; approximately 1.05 acres; PIN 1773490348; non-contiguous  
0 Petunia Ln; approximately 5.91 acres; PIN 1774307526; non-contiguous  
6320 Petunia Ln; approximately 5.91 acres; PIN 1773299719; non-contiguous  
0 Martin Pond Rd; approximately 7.23 acres; PIN 1774404748; non-contiguous  
0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400779; non-contiguous  
0 Poppys Pond Path; approximately 5.91 acres; PIN 1773390385; non-contiguous  
0 Martin Pond Rd; approximately 39.50 acres; PIN 1773382633; non-contiguous  
6505 Petunia Ln; approximately 16.96 acres; PIN 1773495822; non-contiguous  
0 Petunia Ln; approximately 2.00 acres; PIN 1774403200; non-contiguous  
6401 Petunia Ln; approximately 5.91 acres; PIN 1773393718; non-contiguous  
6417 Petunia Ln; approximately 5.91 acres; PIN 1773397748; non-contiguous



## TOWN OF WENDELL

## NORTH CAROLINA

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

Duly adopted this 8<sup>th</sup> day of May, 2023, while in regular session.

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Virginia R. Gray  
Mayor

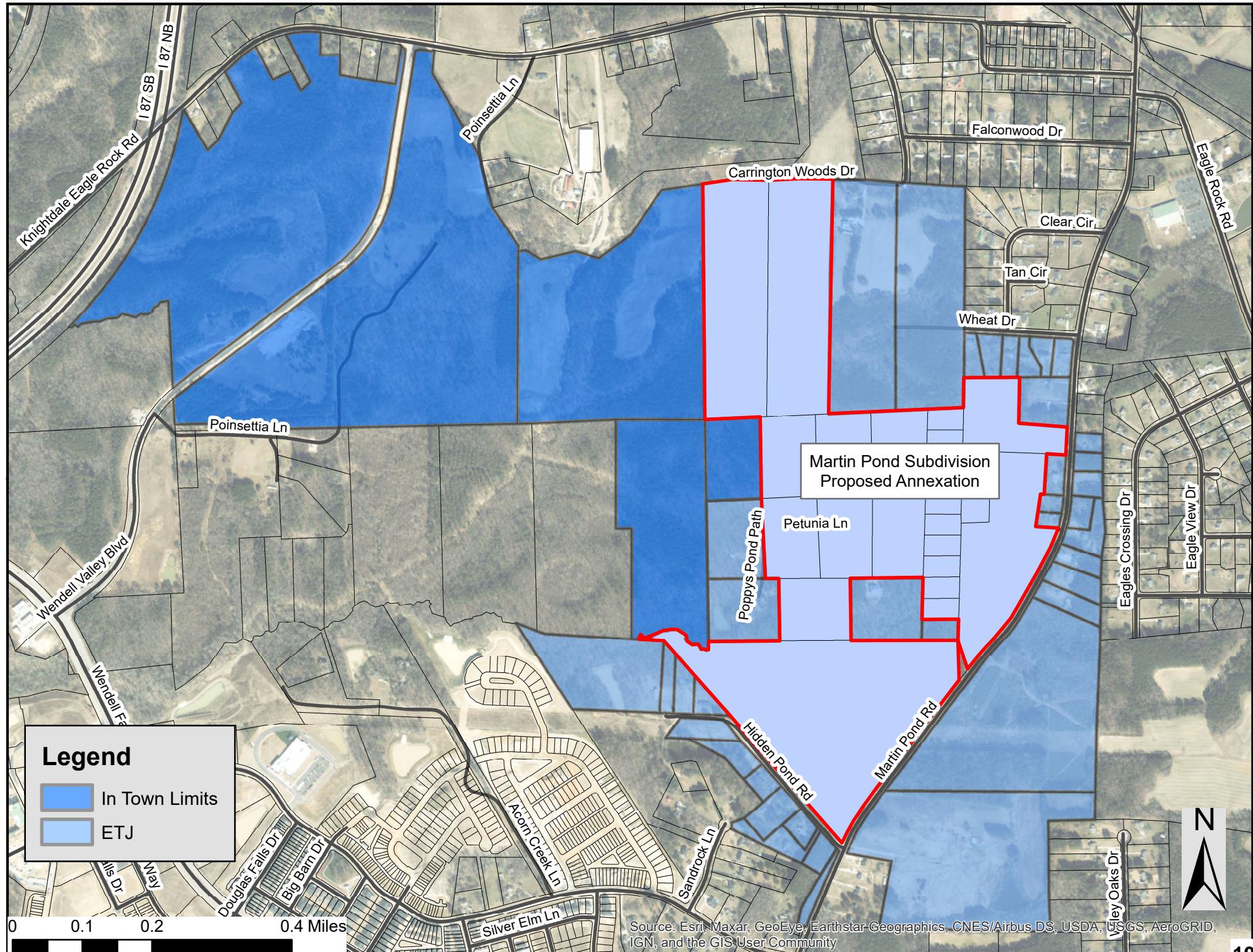
ATTEST:

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Mary Beth Tew  
Town Clerk

**A23-01:**

0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774215619; non-contiguous  
0 Carrington Woods Dr; approximately 19.88 acres; PIN 1774310710; non-contiguous  
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0 Petunia Ln; approximately 5.91 acres; PIN 1774303504; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400683; non-contiguous  
0 Martin Pond Rd; approximately 1.02 acres; PIN 1774400477; non-contiguous  
0 Martin Pond Rd; approximately 1.01 acres; PIN 1774400372; non-contiguous  
0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400176; non-contiguous  
6429 Petunia Ln; approximately 0.92 acres; PIN 1773490956; non-contiguous  
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0 Martin Pond Rd; approximately 0.99 acres; PIN 1773490750; non-contiguous  
0 Martin Pond Rd; approximately 1.04 acres; PIN 1773490554; non-contiguous  
0 Martin Pond Rd; approximately 1.05 acres; PIN 1773490348; non-contiguous  
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0 Martin Pond Rd; approximately 1.00 acres; PIN 1774400779; non-contiguous  
0 Poppys Pond Path; approximately 5.91 acres; PIN 1773390385; non-contiguous  
0 Martin Pond Rd; approximately 39.50 acres; PIN 1773382633; non-contiguous  
6505 Petunia Ln; approximately 16.96 acres; PIN 1773495822; non-contiguous  
0 Petunia Ln; approximately 2.00 acres; PIN 1774403200; non-contiguous  
6401 Petunia Ln; approximately 5.91 acres; PIN 1773393718; non-contiguous  
6417 Petunia Ln; approximately 5.91 acres; PIN 1773397748; non-contiguous





# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Bryan Coates, Planning

**ITEM TYPE:** Annexation

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** A23-02: Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for Approximately 41.43 Acres, PINs: 1773450771, 1773459902, 1773550778, 1773369082, 1773463324, 1773467369, Located at 0 & 1812 Wendell Falls Parkway and 400 & 405 Richardson Farm Lane

**SPECIFIC ACTION REQUESTED:**

Direct the Town Clerk to Certify the Sufficiency of Annexation Petition A23-02 by Approving the Attached Resolution

**ITEM SUMMARY:**

Tony Tate of TMTLA Associates on behalf of the property owners has submitted an annexation request for approximately 41.43 acres, PINs: 1773450771, 1773459902, 1773550778, 1773369082, 1773463324, 1773467369, Located at 0 & 1812 Wendell Falls Parkway and 400 & 405 Richardson Farm Lane. The applicant has also submitted a Conditional District rezoning request to create a mixed-use development.

**Zoning District:** The parcels are in the Town of Wendell's Extra-Territorial Jurisdiction (ETJ) and are zoned Rural Agricultural (RA). The applicant is requesting to rezone to Neighborhood Center Conditional District (NC-CD). The rezoning request will be presented to the Planning Board for recommendation before a public hearing is scheduled on the annexation/rezoning request.

The next step in the annexation process is to adopt the attached resolution for the Clerk to investigate the annexation application to ensure sufficiency as provided for in Statute.

**ATTACHMENTS:**

R-12-2023 - Resolution Directing The Clerk To Investigate A23-02  
Location Map - A23-02



**TOWN OF WENDELL**

**NORTH CAROLINA**

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

**RESOLUTION NO.: R-12-2023**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on April 17, 2023, 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 8<sup>th</sup> day of May, 2023, while in regular session.

ATTEST:

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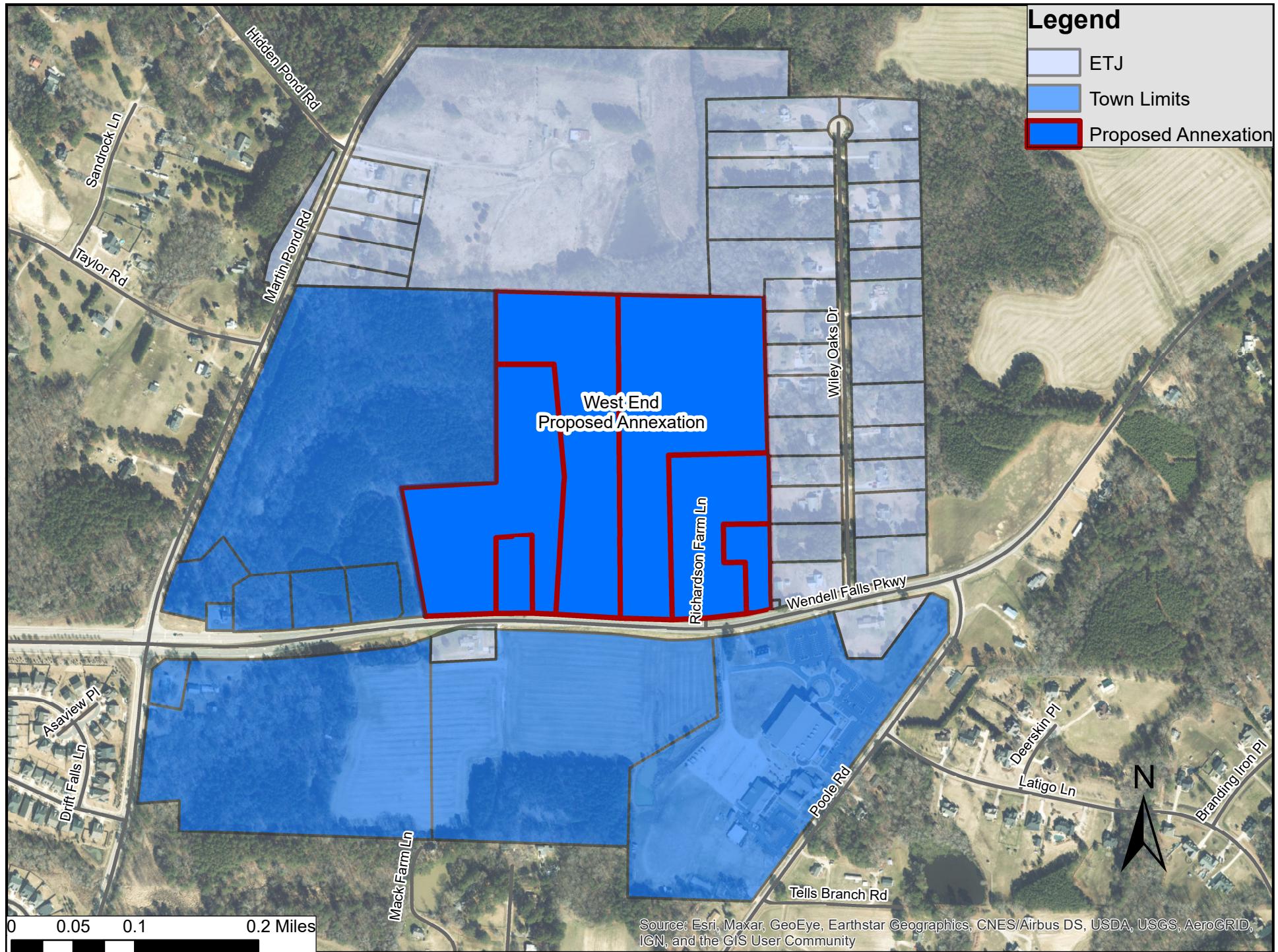
Virginia R. Gray  
Mayor

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Mary Beth Tew  
Town Clerk

**A23-02:**

0, 1812 Wendell Falls Parkway and 400, 405 Richardson Farm Lane; approximately 41.43 acres; PINs 1773450771, 1773459902, 1773550778, 1773369082, 1773463324, 1773467369; non-contiguous





# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Bryan Coates, Planning

**ITEM TYPE:** Annexation

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** A22-04: Resolution Directing the Clerk to Investigate a Non-Contiguous Annexation for a 10.92-Acre Parcel, PIN: 1784238304, Located at 0 Liles Dean Road

**SPECIFIC ACTION REQUESTED:** Direct the Town Clerk to Certify the Sufficiency of Annexation Petition A22-04 by Approving the Attached Resolution

**ITEM SUMMARY:** Mitchell T. Murphy of Clay Pigeon Properties LLC has submitted an annexation request for a 10.92-acre parcel, PIN: 1784238304, located at 0 Liles Dean Road. The applicant has also submitted a Conditional District rezoning request to create a single-family residential neighborhood.

**Zoning District:** This parcel is in the Town of Wendell's Extra-Territorial Jurisdiction (ETJ) and zoned Rural Agricultural (RA). The applicant is requesting to rezone to Residential 4 Conditional District (R4-CD). The rezoning request will be presented to the Planning Board for recommendation before a public hearing is scheduled on the annexation/rezoning request.

The next step in the annexation process is to adopt the attached resolution for the Clerk to investigate the annexation application to ensure sufficiency as provided for in Statute.

## ATTACHMENTS:

R-11-2023 - Resolution Directing The Clerk To Investigate A22-04  
Location Map - A22-04



**TOWN OF WENDELL**

**NORTH CAROLINA**

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

**RESOLUTION NO.: R-11-2023**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on March 28, 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 8<sup>th</sup> day of May, 2023, while in regular session.

ATTEST:

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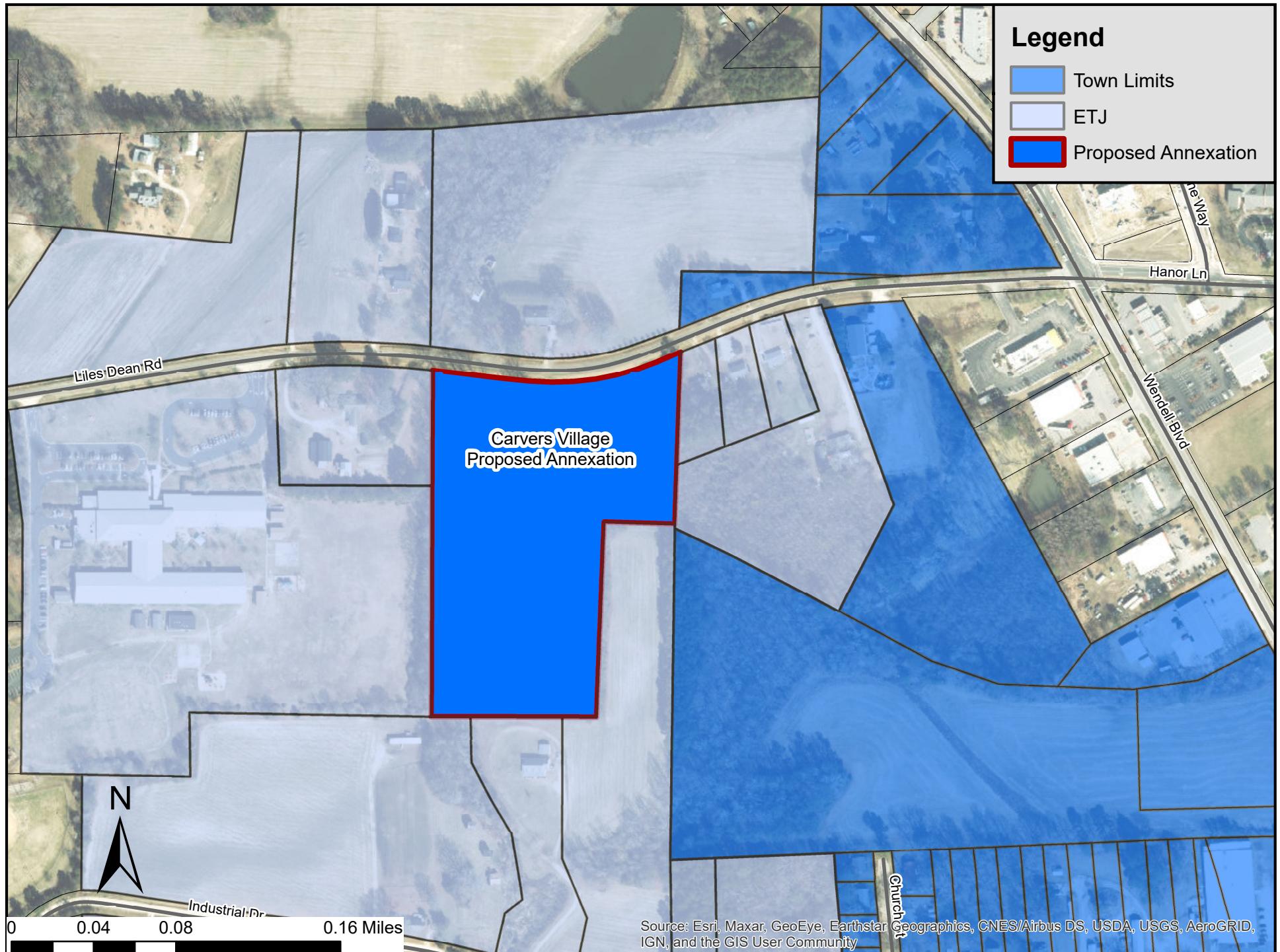
Virginia R. Gray  
Mayor

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Mary Beth Tew  
Town Clerk

**A22-04:**

0 Liles Dean Road.; approximately 10.92 acre; PIN 1784238304; non-contiguous





# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Bryan Coates, Planning
<b>ITEM TYPE:</b>	Planning
<b>AGENDA SECTION:</b>	CONSENT AGENDA
<b>SUBJECT:</b>	Acceptance of 1,150ft of Roadway of Landing View Drive for Town Maintenance
<b>SPECIFIC ACTION REQUESTED:</b>	Motion to adopt a resolution accepting 1,150ft roadway of Landing View Drive for maintenance by the Town of Wendell
<b>ITEM SUMMARY:</b>	<p>While approval of final plats for new subdivisions includes the dedication of public right-of-way to serve new streets, public maintenance of roads does not commence until additional steps are taken by the developer and verified by Town staff.</p> <p>The 1,150ft extension of Landing View Drive was built as part of the Town Hall project. The public right of way has been recorded, water &amp; sewer has been accepted by the City of Raleigh and town staff has worked with the contractor on completing all requirements.</p> <p>Following the installation of the final surface course, a final inspection by Town staff was conducted and a punch list generated of items required to be repaired. Final acceptance of streets is subject to satisfactory correction of any defects in the facilities. The Town's contract engineer and public works staff have verified that all defects have been addressed and the street meets our Town requirements.</p> <p>The 1,150 lineal feet within the identified street would be added to the next annual Powell Bill map, which would increase the town's eligible Powell Bill funding.</p>

**ATTACHMENTS:**

R-13-2023 - Resolution Accepting a Portion of Landing View Drive



**TOWN OF WENDELL**

**NORTH CAROLINA**

**RESOLUTION ACCEPTING A PORTION OF LANDING VIEW DRIVE**

**RESOLUTION NO.: R-13-2023**

**WHEREAS**, the Wendell Board of Commissioners is authorized to regulate the use of public streets, sidewalks, alleys, and bridges of the Town of Wendell pursuant to North Carolina law; and,

**WHEREAS**, a portion of Landing View Drive which includes 1,150 lineal feet of publicly dedicated streets, as depicted within Exhibit 1; and

**WHEREAS**, pursuant to the Town's Standards and Specifications document, said streets were required to be constructed and maintained by the developer until a minimum of 80 percent of lots were constructed and granted certificates of occupancy within the identified subdivision or otherwise specified by the Town Representative; and

**WHEREAS**, said street was completed and the Wendell Public Works staff and Town Engineer has inspected said streets and has certified that said streets have been constructed in accordance with the design standards of the Town of Wendell and are in a condition acceptable to the Town of Wendell; and

**WHEREAS**, the Board of Commissioners of the Town of Wendell has determined that said streets should be accepted for maintenance by the Town of Wendell.

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

Section 1. The Town of Wendell does hereby agree to accept 1,150 lineal feet of Landing View Drive (as further depicted in Exhibit 1) for maintenance, all pursuant to Statutes in force and effect in the State of North Carolina.

Duly resolved this 8<sup>th</sup> day of May, 2023, while in regular session.

ATTEST:

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Virginia R. Gray  
Mayor

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Mary Beth Tew  
Town Clerk



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew, Administration

**ITEM TYPE:** Minutes

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Approval of Summary of Minutes from August 24, 2023 - Budget Work Session

**SPECIFIC ACTION REQUESTED:** Approve the Summary of Minutes

**ITEM SUMMARY:** On Monday, April 24, 2023, at 5:00 p.m., the Town Board of Commissioners held a Budget Work Session at Town Hall, 15 E Fourth Street, Wendell, NC 27591. The attached Summary of Minutes are to be approved at the Town Board of Commissioners' Meeting and then posted to the website and kept in the Minutes Book.

**ATTACHMENTS:**

[Summary of Minutes - April 24, 2023 - Budget Work Session](#)

**TOWN OF WENDELL**  
**TOWN BOARD OF COMMISSIONERS BUDGET WORK SESSION MINUTES**  
**April 24, 2023**

The Wendell Town Board of Commissioners held their Budget Work Session on Monday, April 24, 2023, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

**Present:** Mayor Virginia Gray, Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz (arrived at 5:17 p.m.), Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach

**CALL TO ORDER**

*Mayor Gray called the meeting to order at 5:10 p.m.*

**ITEMS FOR DISCUSSION**

1. Draft Fiscal Year 2024 Budget Document

Staff Contact: Marc Collins  
Town Manager  
[mcollins@townofwendellinc.gov](mailto:mcollins@townofwendellinc.gov)

*Marc Collins, Town Manager, provided an overview of the work session agenda.*

*Mr. Collins reviewed the budget document and how the document gets put together.*

*Mr. Collins then overviewed the Fiscal Year 2024 Budget challenges.*

*Commissioner Lutz arrived at 5:17 p.m.*

*Mr. Collins reviewed the revenues of the budget.*

*The Board discussed the fee schedule and requested the Parks and Recreation youth registration fees be changed to increase non-resident fees by \$20 and leave the resident rate the same.*

*Mr. Collins continued his presentation by reviewing department operations, the 5 year Capital Improvement Plan, and the Fiscal Year 2024 Capital Budget.*

*Mr. Collins then went over the next steps for the budget process.*

*Mayor Pro Tempore requested digital copies of the presentation and handouts. He also asked about the future bond referendum and the projected amounts for transportation to be increased.*

*Commissioner Eatman requested the sidewalk program be budgeted at \$250,000.*

## ADJOURNMENT

*There being no further business to come before the Board, the meeting adjourned at 6:49 p.m.*

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Virginia R. Gray  
Mayor

## ATTEST:

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Mary Beth Tew  
Town Clerk



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew, Administration

**ITEM TYPE:** Minutes

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** Approval of Summary of Minutes from April 24, 2023

**SPECIFIC ACTION REQUESTED:** Approve the Summary of Minutes

**ITEM SUMMARY:** On Monday, April 24, 2023, at 7:00 p.m., the Town Board of Commissioners held a Regular Meeting at Town Hall, 15 E Fourth Street, Wendell, NC 27591. The attached Summary of Minutes are to be approved at the Town Board of Commissioners' Meeting and then posted to the website and kept in the Minutes Book.

**ATTACHMENTS:**

[Summary of Minutes - April 24, 2023](#)

**TOWN OF WENDELL**  
**TOWN BOARD OF COMMISSIONERS REGULAR SESSION MINUTES**  
**April 24, 2023**

The Wendell Town Board of Commissioners held their Regular Session on Monday, April 24, 2023, in the Town Board Room, Wendell Town Hall, 15 East Fourth Street.

**Present:** Mayor Virginia Gray, Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach

**CALL TO ORDER**

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

*The Pledge of Allegiance was led by Wendell Middle School Student, Dani Hernandez.*

*The Invocation was led by Errol Briggerman, from Wendell Baptist Church.*

**1. ADJUSTMENT AND APPROVAL OF THE AGENDA**

**ACTION**

Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the agenda, with the removal of item 6d.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

**2. PUBLIC COMMENT PERIOD**

*The following people spoke during Public Comment Period:*

*Mary Jo Cashion, PO Box 157  
Caitlin Gooch, 6400 Knightdale Eagle Rock Road*

**3. CONSENT AGENDA**

**ACTION**

Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the Consent Agenda.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

**3.a Proclamation Proclaiming Mayor Virginia Gray's Monarch Pledge**

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellinc.gov](mailto:mtew@townofwendellinc.gov)

### 3.b Wake County Tax Report

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

### 3.c Approval of Summary of Minutes from March 27, 2023

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

## 4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

### 4.a Recognition of Wendell Middle School Teacher, Mrs. Delaine Machado

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

*Mayor Gray recognized Mrs. Delaine Machado.*

*Mrs. Machado thanked the Board and her administration, and said it was an honor to serve this community.*

### 4.b Proclamation Recognizing April 30-May 6, 2023 as the 54th Annual Professional Municipal Clerks' Week

Staff Contact: Mary Beth Tew  
Town Clerk  
[mtew@townofwendellnc.gov](mailto:mtew@townofwendellnc.gov)

*Mayor Gray read the Proclamation.*

### 4.c Presentation on Parks and Recreation Programs and Projects

Staff Contact: Jeff Polaski  
Parks and Recreation Director  
[jpolaski@townofwendellnc.gov](mailto:jpolaski@townofwendellnc.gov)

*Jeff Polaski, Parks and Recreation Director, provided the staff report for this item.*

*Mayor Pro Tempore Joyner requested a digital copy of the presentation.*

## 5. PUBLIC HEARINGS

## 6. ADMINISTRATIVE ITEMS

### 6.a Fee Waiver Request by Wendell First Baptist Church to Host the HBCU College and Career Fair at the Wendell Community Center

Staff Contact: Jeff Polaski

Parks and Recreation Director  
[jpolaski@townofwendellnc.gov](mailto:jpolaski@townofwendellnc.gov)

*Jeff Polaski, Parks and Recreation Director, provided the staff report for this item.*

**ACTION**

Mover: Commissioner Deans Eatman made a motion to approve the fee waiver.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

6.b Agreement Between Surface 678, PA and the Town of Wendell to Provide Design and Planning Services for the Proposed Buffalo Creek Greenway and Phase I Implementation

Staff Contact: Marc Collins  
Town Manager  
[mcollins@townofwendellnc.gov](mailto:mcollins@townofwendellnc.gov)

*Marc Collins, Town Manager, provided the staff report for this item.*

**ACTION**

Mover: Mayor Pro Tempore Jason Joyner made a motion to approve entering into the attached agreement between Surface 678, PA and the Town of Wendell and authorize the Town Manager to sign the agreement.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

6.c Agreement Between McAdams and the Town of Wendell to Provide Design for the South Main Street Greenway

Staff Contact: Marc Collins  
Town Manager  
[mcollins@townofwendellnc.gov](mailto:mcollins@townofwendellnc.gov)

*Marc Collins, Town Manager, provided the staff report for this item.*

**ACTION**

Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the agreement between McAdams and the Town of Wendell to provide design for the South Main Street Greenway and authorize the Town Manager to sign.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

~~6.d Agreement Between Geosyntec Consultants and The Town of Wendell to Provide Environmental Services for the Wendell Brownfield Program~~

Staff Contact: Matt Garner  
Economic Development Specialist  
[mgarner@townofwendellnc.gov](mailto:mgarner@townofwendellnc.gov)

*This item was removed from the agenda.*

**6.e Sole Source Procurement for Adventure Playground at Hollybrook Park**

Staff Contact: Stephanie Smith  
Assistant Town Manager  
[ssmith@townofwendellnc.gov](mailto:ssmith@townofwendellnc.gov)

*Stephanie Smith, Assistant Town Manager, provided the staff report for this item.*

**ACTION**

Mover: Mayor Pro Tempore Jason Joyner made a motion to approve the Beanstalk Builders Adventure Playground Contract under Sole Source Procurement and authorize the Town Manager or his designee to sign the agreement.  
Ayes: Mayor Pro Tempore Jason Joyner, Commissioner Jon Lutz, Commissioner Deans Eatman, Commissioner Philip Tarnaski, and Commissioner Joe DeLoach  
Nays: None  
Vote: 5-0

**7. OTHER BUSINESS**

*Marc Collins, Town Manager, spoke about the future Bond Referendum regarding Transportation and adding 8 million dollars, to make it 10 million dollars total. All Commissioner nodded yes.*

*Update on Board Committees by Town Board Members:*

*Capital Area Metropolitan Planning Organization - Commissioner Deans Eatman*

*Wendell Volunteer Fire Department Board of Directors - Mayor Pro Tempore Jason Joyner*

*Wake County Fire Commission - Mayor Pro Tempore Jason Joyner*

**8. COMMISSIONERS' REPORTS / COMMENTS**

*Mayor Pro Tempore Joyner stated that he appreciated everyone who attended the meeting. He also noted that the budget public hearing was coming up and said to let the Board know what you would like to see included in the Budget. He also thanked staff for their work on the budget.*

*Commissioner Tarnaski said Happy Easter.*

Commissioner DeLoach noted that the Senior Center is having their annual fish fry on May 6, 2023, from 11 a.m. to 3 p.m. \$ 14 per plate and he has tickets for anyone who would like to attend. He also thanked those who put on the Meet on Main event this past Friday night.

## 9. MAYOR'S REPORTS / COMMENTS

Interested in public art and beautification efforts? How about downtown development to attract and retain new businesses in Wendell? We have lots of openings for Citizen Advisory Boards coming available in June.

Send in your applications by April 30<sup>th</sup>, 2023 to be considered. Appointments will be made at the May 2023 Town Board of Commissioners meetings. Applications can be found on the Town's website, here:

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

*This year's Spring into the Arts event will be combined with the May 4th Wendell Market!*

*Come and shop at over 40 local vendor booths, and enjoy one of several food trucks, live artist demonstrations, and live music. Bring your friends and family on Thursday, May the 4th, on East and West Campen Street from 6 to 9 p.m.!*

*Activities include:*

- Chalk Art for kids on W. Campen Street
- Food Trucks
- Live Artist Demos
- Live Music

*Public Safety Day is THE place to be for fun with local law enforcement! Come downtown to W. Campen Street on Saturday, May 6th from 10 a.m. to 2 p.m. for a FREE community awareness event for the whole family! Public safety agencies will be demonstrating their equipment and vehicles. There will also be activities such as educational booths, kids' bounce houses, balloon artists, face painting, raffles, and free food & drinks!*

*Kids can also sign up for Camp Choices, a free summer camp for kids ages 9-12 that takes place June 12-16<sup>th</sup>.*

## 10. CLOSED SESSION

### ADJOURN

*There being no further business to come before the Board, the meeting adjourned at 8:04 p.m.*

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Virginia R. Gray  
Mayor

**ATTEST:**

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Mary Beth Tew  
Town Clerk



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew, Administration

**ITEM TYPE:** Awards and Presentations

**AGENDA SECTION:** RECOGNITIONS, REPORTS, AND PRESENTATIONS

**SUBJECT:** Recognition of East Wake High School Staff Member, Tiffany Robinson

**SPECIFIC ACTION REQUESTED:** Recognition

**ITEM SUMMARY:** Mrs. Tiffany Robinson is a highly accomplished educator who has made significant contributions to the Town of Wendell as the Dean of Student Services at East Wake High School. Since joining East Wake in July of 2019, Mrs. Robinson has brought with her a wealth of experience and expertise, having previously served as a school counselor at Millbrook High School and the Dean of Student Services in the Carrboro/Chapel Hill School District.

Mrs. Robinson has been an outstanding leader at East Wake, where she has been instrumental in implementing a comprehensive school counseling program that prioritizes the needs of students, builds relationships with families and the community, and contributes to the holistic educational development of students through academic, career readiness, and social/emotional programming. Despite the challenges posed by the COVID-19 pandemic, Mrs. Robinson has continued to demonstrate exceptional leadership and dedication to East Wake's students, ensuring that they receive the best possible support and guidance during these challenging times.

Under Mrs. Robinson's leadership, East Wake has made

significant strides in improving test scores, becoming a magnet school, and increasing services for students facing mental health challenges. Her tireless efforts have helped to create a positive and inclusive learning environment that values the well-being and success of all students.

While Mrs. Robinson will be greatly missed by the East Wake community, her decision to take a break to spend more time with her daughter and husband is well-deserved. Her contributions to the Town of Wendell have been invaluable, and her legacy as an exceptional educator and leader will continue to inspire and guide future generations of students and educators alike. East Wake wishes to recognize Mrs. Robinson for her outstanding contributions and wishes her all the best in her future endeavors.



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew, Administration

**ITEM TYPE:** Proclamations

**AGENDA SECTION:** RECOGNITIONS, REPORTS, AND PRESENTATIONS

**SUBJECT:** Proclamation Recognizing May 8-12, 2023 as National Economic Development Week

**SPECIFIC ACTION REQUESTED:** Present the Proclamation

**ITEM SUMMARY:** Mayor Virginia Gray will read the Proclamation Recognizing May 8-12, 2023 as Economic Development Week.

**ATTACHMENTS:**  
[Proclamation - 2023 Economic Development Week](#)



**TOWN OF WENDELL**

**NORTH CAROLINA**

## **PROCLAMATION RECOGNIZING MAY 8-MAY 12, 2023 AS ECONOMIC DEVELOPMENT WEEK**

**WHEREAS**, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

**WHEREAS**, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional; and

**WHEREAS**, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

**WHEREAS**, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

**WHEREAS**, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

**WHEREAS**, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

**WHEREAS**, economic developers work in the Town of Wendell, within the State of North Carolina.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Wendell recognizes the week of May 8 through May 12, 2023, as Economic Development Week, and reminds individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

**DULY PROCLAIMED** this 8<sup>th</sup> day of May, 2023.

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Virginia R. Gray, Mayor



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew, Administration

**ITEM TYPE:** Proclamations

**AGENDA SECTION:** RECOGNITIONS, REPORTS, AND PRESENTATIONS

**SUBJECT:** Proclamation Recognizing May 14-20, 2023 as National Police Week and May 15, 2023 as Peace Officers' Memorial Day

**SPECIFIC ACTION REQUESTED:** Present the Proclamation

**ITEM SUMMARY:** Mayor Virginia Gray will read the Proclamation Recognizing May 14-20, 2023 as National Police Week and May 15, 2023 as Peace Officers' Memorial Day.

**ATTACHMENTS:**

[Proclaiming National Police Week and Peace Officers' Memorial Day 2023](#)



**TOWN OF WENDELL**

**NORTH CAROLINA**

**PROCLAIMING MAY 14-20, 2023 AS NATIONAL POLICE WEEK AND MAY 15<sup>TH</sup> AS PEACE OFFICERS' MEMORIAL DAY**

**WHEREAS**, The Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police week; and

**WHEREAS**, The members of the law enforcement agency of the Wendell Police Department play an essential role in safeguarding the rights and freedoms of those inside the Town of Wendell; and

**WHEREAS**, It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our Wendell Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

**WHEREAS**, All citizens of Wendell should remember and recognize the men and women who serve and protect them, and keep in mind that there are law enforcement officers working in the Town every hour of every day to ensure that they remain safe.

**NOW THEREFORE**, as we near the end of the week of recognition, I, Virginia Gray, Mayor of the Town of Wendell, do recognize the week of May 14-20, 2023, as National Police Week and further recognize May 15th as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty.

**DULY PROCLAIMED** this 8<sup>th</sup> day of May, 2023.

---

Virginia R. Gray, Mayor

**Small Town. Big Charm.**



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Mary Beth Tew

**ITEM TYPE:** Proclamations

**AGENDA SECTION:** RECOGNITIONS, REPORTS, AND PRESENTATIONS

**SUBJECT:** Proclamation Recognizing May 20, 2023 as Kids to Parks Day

**SPECIFIC ACTION REQUESTED:** Present the Proclamation

**ITEM SUMMARY:** Mayor Virginia Gray will read the Proclamation Recognizing May 20, 2023 as Kids to Parks Day.

**ATTACHMENTS:**

[Proclamation - Kids to Parks Day May 20, 2023](#)



**TOWN OF WENDELL**

**NORTH CAROLINA**

**PROCLAIMING MAY 20, 2023 AS KIDS TO PARKS DAY IN THE  
TOWN OF WENDELL**

**WHEREAS**, May 20, 2023, is the thirteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**WHEREAS**, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors.

**NOW, THEREFORE**, on behalf of the Wendell Town Board of Commissioners, I, Virginia Gray, Mayor of the Town of Wendell, do hereby proclaim May 20, 2023 as Kids to Parks Day.

**DULY PROCLAIMED** this 8<sup>th</sup> day of May, 2023.

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Virginia R. Gray, Mayor



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Garrett Johnson, Finance

**ITEM TYPE:** Budget Item

**AGENDA SECTION:** PUBLIC HEARINGS

**SUBJECT:** Public Hearing for the Proposed Fiscal Year (FY) 2023-2024  
Town of Wendell Budget

**SPECIFIC ACTION REQUESTED:** Receive a Budget presentation and hold a public hearing on the proposed FY 2023-2024 Town of Wendell Budget and to take action at the Monday, May 22, 2023 Board Meeting

**ITEM SUMMARY:** The Town Manager will present a summary of the recommended Budget for Fiscal Year 2024 which begins on July 1, 2023 prior to the Board receiving comments from the public. The Board will consider taking action on the proposed Budget at the May 22, 2023 meeting. The Budget is available for public review on the Town Website at <https://www.townofwendell.com/departments/finance/budget>.



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

**DATE:** May 8, 2023

**SUBMITTED BY:** Bryan Coates, Planning

**ITEM TYPE:** Planning

**AGENDA SECTION:** ADMINISTRATIVE ITEMS

**SUBJECT:** Fourth Amendment to the Agreement for Upgraded Streetlight Services Between the Town of Wendell and Wendell Falls Community Association

**SPECIFIC ACTION REQUESTED:** Authorize the Town Manager to sign an amended Streetlight Reimbursement Agreement with Wendell Falls

**ITEM SUMMARY:** The Town's ordinance permits subdivisions using more than 25 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 neighborhoods 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 the development.

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 third amendment to the agreement, dated March 28, 2022, 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 9A, 9B, 9C, 12, 7A and Elk Falls Extension.

The attached Streetlight Agreement has been amended to include additional fixtures and reimbursement for Taylor Road. These additions would cover 27 streetlights and increase the annual reimbursement from \$33,372.95 to \$36,940.32.

The additional streetlight reimbursement costs included in this amended agreement are budgeted for in the proposed FY24 budget.

**ATTACHMENTS:**

[Fourth Amendment to Town of Wendell Street Light Agreement with Wendell Falls](#)

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

Version Dated: March 15, 2023

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

WHEREAS, in the original Agreement, WF requested that 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;

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 standard for brightness and uniformity of coverage;

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

WHEREAS, 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 TOWN;

WHEREAS, 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 TOWN’S minimum standards for brightness and uniformity of coverage;

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;

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;

**FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES**

WHEREAS, in the Third Amendment to the Agreement, dated March 15, 2022, 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 9A, 9B, 9C, 12, 7A and Elk Falls Extension;

WHEREAS, during the calendar year 2022, WF has installed additional streetlights within Taylor Road Extension; and

WHEREAS, TOWN and WF desire to amend the Agreement to provide for reimbursement of WF by TOWN for the monthly charge of the streetlights referred to in the Agreement as well as those added by this Fourth Amendment, namely those installed within Taylor Road 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 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 publicly 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 TOWN will not take over ownership of the upgraded system and 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 TOWN demonstrating that the total number of streetlights to be reimbursed by 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 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 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, TOWN will reimburse WF for the equivalent cost of a standard streetlight system meeting TOWN'S requirement as specified in the municipal streetlight rate schedule approved by the North Carolina Utilities Commission for the

**FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES**

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**

<b>95 – “LED 75W” fixtures @ \$7.53/mo.</b>	<b>95 x \$7.53 = \$715.35/mo.</b>
<b>95 – Gray Fiberglass poles @ \$2.71/mo.</b>	<b>95 x \$2.71 = \$257.45/mo.</b>
<b>7% NC Sales Tax</b>	<b>Subtotal = \$972.8/mo. x 7% = \$1,040.90/mo.</b>

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

<b>49 – “LED 75W” fixtures @ \$7.38/mo.</b>	<b>49 x \$7.38 = \$361.62/mo.</b>
<b>49 – Gray Fiberglass poles @ \$2.71/mo.</b>	<b>49 x \$2.71 = \$132.79/mo.</b>
<b>7% NC Sales Tax</b>	<b>Subtotal = \$494.41/mo. x 7% = \$529.02/mo.</b>

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

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

**2020 Installations:  
Phases 8C, 8D and 8E**

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

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

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

**2022 Installations:  
Taylor Road Extension**

<b>27 – “LED 75W” fixtures @ \$7.50/mo.</b>	<b>27 x \$7.50 = \$202.50/mo.</b>
<b>27 – Gray Fiberglass poles @ \$2.79/mo.</b>	<b>27 x \$2.79 = \$75.33/mo.</b>
<b>7% NC Sales Tax</b>	<b>Subtotal = \$277.83/mo. x 7% = \$297.28/mo.</b>

**THE TOWN OF WENDELL 2017-2022 ANNUAL  
TOTAL REIMBURSEMENT FOR THIS SYSTEM WILL BE:  
\$3,078.36/mo. x 12 = \$36,940.32**

**FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES  
Page 3 of 8**

8.0 WF hereby releases 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 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 TOWN. Contractor understands and agrees that 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 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. 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.

#### FOURTH AMENDMENT TO THE AGREEMENT FOR UPGRADED STREETLIGHT SERVICES

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. 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

FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES

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.

*[Remainder of page left intentionally blank; signature pages to follow.]*

EXECUTED BY THE TOWN MANAGER ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**THE TOWN OF WENDELL**

By: \_\_\_\_\_  
MARVIN E. COLLINS  
Town Manager

Attest: \_\_\_\_\_  
MARY BETH TEW  
Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature page to follow.]*

FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES  
Page 7 of 8

**WENDELL FALLS COMMUNITY ASSOCIATION, INC.**

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

By: \_\_\_\_\_  
Tanya Matzen, President

Date: \_\_\_\_\_

*[End of document.]*

FOURTH AMENDMENT TO THE  
AGREEMENT FOR UPGRADED STREETLIGHT SERVICES  
Page 8 of 8



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Bryan Coates, Planning
<b>ITEM TYPE:</b>	Planning
<b>AGENDA SECTION:</b>	ADMINISTRATIVE ITEMS
<b>SUBJECT:</b>	Agreement for Upgraded Streetlight Services Between the Town of Wendell and Hollybrook Association
<b>SPECIFIC ACTION REQUESTED:</b>	Authorize the Town Manager to Sign the Street Light Reimbursement Agreement with Hollybrook Association
<b>ITEM SUMMARY:</b>	<p>The Town's ordinance permits subdivisions using more than 25 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 neighborhoods to use more elaborate lighting fixtures without the Town incurring any additional costs beyond what it would normally cover in a typical subdivision.</p> <p>The Hollybrook Association is the Homeowner's Association for the Glen &amp; Meadows subdivision which is currently under construction on South Hollybrook Road. The development contains a total of 47 decorative streetlights and would be eligible for reimbursement based on 24 standard streetlights for a total of \$3,337.32.</p> <p>The streetlight reimbursement costs included in this agreement are budgeted for in the proposed FY24 budget.</p>

**ATTACHMENTS:**

[Hollybrook Association - Town of Wendell Streetlight Agreement - updated 2023 \(144308676.3\)](#)

**Agreement for Upgraded Streetlight Services  
Between  
Town of Wendell  
and  
Hollybrook Association, Inc.**

This is an agreement BETWEEN The Town of Wendell (hereinafter referred to as the TOWN) and Hollybrook Association, Inc. (hereinafter referred to as Hollybrook Association), a duly incorporated association established according to North Carolina law.

WHEREAS, Hollybrook Association is the homeowners' association for the Hollybrook Subdivision, a residential community under phased development in the Town of Wendell, North Carolina; and

WHEREAS Hollybrook Association has requested that the TOWN allow the installation of an upgraded streetlight system in the public right-of-way, a streetlight system that differs from those typically used to meet current TOWN standards; and

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

WHEREAS the TOWN, after reviewing this proposed upgraded streetlight design has 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;

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

- 1.0 Hollybrook Association has, or shall contemporaneously with execution of this Agreement, 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.
- 2.0 The number of streetlights reimbursed shall be based on the standard set forth in the Town's Unified Development Ordinance, as the same may be from time to time amended. At the time of this agreement, the standard is the total linear feet within a Phase divided by 300. In the event of a fraction, the number shall be rounded up to the nearest whole number.

Upon execution of the agreement between DUKE and Hollybrook Association as referenced in Paragraph 1.0, for the requested upgraded streetlight system consisting of **47 decorative lights**. Hollybrook Association has paid DUKE a one-time charge for installing the underground facilities for the streetlight system as required by the TOWN'S development regulations. The Town and the Hollybrook Association shall update this Agreement by amendment upon recordation of additional Subdivision phases, and/or upon modification of Unified Development Standard referenced in Section 2.0 above, or upon modification of the Municipal Streetlight Rate Schedule referenced in Section 6.0 below.

- 3.0 For the duration of this Agreement, Hollybrook Association is responsible for paying all the monthly operating charges for the upgraded streetlight system directly to DUKE based upon billing from DUKE to Hollybrook Association.
- 4.0 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. Hollybrook Association will be responsible for maintaining the streetlight system in proper working order and repairs made to damaged poles in a timely manner.
- 5.0 By March 15 of each year following approval of this agreement Hollybrook Association will provide to the TOWN copies of all bills paid from DUKE for this upgraded system during the previous calendar year beginning January 1 of each year this agreement is in effect.
- 6.0 Based upon confirmation of these payments having been made, in July of the same calendar year as receipt of payment documentation the TOWN will reimburse Hollybrook Association 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. As of June 1, 2022 the following approved rates were in effect according to SLS-74 for the fixtures in this agreement:

<b>24 - "LED 75W" fixtures @ \$8.04/mo</b>	<b>24 x \$8.04 = \$192.96/mo</b>
<b>24 - Gray Fiberglass poles @ \$2.79/mo</b>	<b>24 x \$2.79 = \$66.96/mo</b>
<b>7% NC Sales Tax</b>	<b>Subtotal = \$259.92/mo x 7% = \$18.19/mo</b>

**THE TOTAL TOWN OF WENDELL ANNUAL  
REIMBURSEMENT FOR THIS SYSTEM WILL BE:  
\$278.11/mo x 12 = \$3,337.32\***

**\*Payments shall be prorated for any streetlights that are not installed or are not operational during each billing cycle.**

- 7.0 Hollybrook Association 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.

8.0 Either party may terminate this agreement at any time by giving the other party a thirty (30) day written notice of such termination. In the event of such termination by Hollybrook Association, Hollybrook Association shall assume responsibility for any cost associated with restoring the streetlights to TOWN standards in effect at the time of such termination.

9.0 Further Undertakings of Hollybrook Association. Hollybrook Association, in consideration of the signing of this Agreement, for itself, its agents, officials, employees and servants, agrees not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement, no matter how remote.

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

11.0 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.

12.0 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 Hollybrook Association are subject to the public records laws of the State of North Carolina and it is the responsibility of the Hollybrook Association 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. Hollybrook Association 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.

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

The Hollybrook Association 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. Hollybrook Association represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

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

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

In the event of such an audit, Hollybrook Association agrees that the Town, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in Town's reasonable judgment have any bearing on or pertain to any matters, rights, duties, or obligations pertaining to the operations and services performed under this Contract. The Hollybrook Association agrees that the Town, or its designated representative, shall have access to Hollybrook Association personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations, and compliance records. Hollybrook Association agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Hollybrook Association agrees to allow the Town's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Town's authorized representative or designee shall have reasonable access to the Hollybrook Association's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided, to the extent reasonably available, adequate and appropriate workspace, in order to conduct audits in compliance with this article. Further, Hollybrook Association agrees to apply its best effort to include a similar right to the Town to audit and interview staff in any subcontract related to performance of this contract.

Hollybrook Association shall apply its best effort to require all payees in connection with the operations and services performed under this Agreement, to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Hollybrook Association and payee. Hollybrook Association will apply its best effort to ensure that all payees have the same right to audit provisions contained in this Contract.

The Town agrees to provide Hollybrook Association 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. Hollybrook Association 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 Hollybrook Association's knowledge, any subcontractor employed by Hollybrook Association 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.

EXECUTED BY THE TOWN MANAGER ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_

TOWN OF WENDELL

BY: \_\_\_\_\_

Marvin Collins  
Town Manager

ATTEST: \_\_\_\_\_

Mary Beth Tew  
Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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JAMES P. CAULEY III  
Town Attorney

Date: \_\_\_\_\_

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\_\_\_\_\_ HOLLYBROOK ASSOCIATION, INC.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

CORPORATE  
ACKNOWLEDGEMENT

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, with whom I am personally acquainted, who, being by me duly sworn, says that they hold the position of \_\_\_\_\_ with the Hollybrook Association Homeowners Association, Inc., the corporation and principal named in the foregoing and attached instrument; that the name of the corporation was subscribed thereto by the said treasurer, and that the said treasurer and president subscribed their names thereto, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public

My Commission Expires: \_\_\_\_\_

[OFFICIAL SEAL]

**STATE OF NORTH CAROLINA, COUNTY OF WAKE  
AFFIDAVIT**

NOW COMES Affiant, \_\_\_\_\_, being duly authorized by law and on behalf of \_\_\_\_\_ ("Hollybrook Association") after first being duly sworn hereby swears or affirms as follows:

1. Hollybrook Association has submitted a bid for contract or desires to enter into a contract with the Town of Wendell;

2. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Hollybrook Association attests that he/she is aware of and in compliance with the requirements of E-Verify, the federal program operated by the United States Department of Homeland Security, and Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States, verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employs less than twenty-five (25) employees in the State of North Carolina.

3. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Hollybrook Association attests that to the best of his/her knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
  

---

Affiant

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
  

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\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

[OFFICIAL SEAL]



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Bryan Coates, Planning
<b>ITEM TYPE:</b>	Planning
<b>AGENDA SECTION:</b>	ADMINISTRATIVE ITEMS
<b>SUBJECT:</b>	Agreement for Upgraded Streetlight Services Between the Town of Wendell and NC Wendell Parkway LLC
<b>SPECIFIC ACTION REQUESTED:</b>	Authorize the Town Manager to Sign the Streetlight Reimbursement Agreement with NC Wendell Parkway LLC
<b>ITEM SUMMARY:</b>	<p>The Town's ordinance permits subdivisions using more than 25 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 neighborhoods to use more elaborate lighting fixtures without the Town incurring any additional costs beyond what it would normally cover in a typical subdivision.</p> <p>The NC Wendell Parkway LLC is the Homeowner's Association for the Sadie Oaks subdivision which is expected to be under construction this summer and was previously known as 1320 Wendell Falls Parkway. The development contains a total of 29 decorative streetlights and would be eligible for reimbursement based on 5 standard streetlights for a total of \$695.28. The Sadie Oaks development is required by a Zoning Condition to utilize pedestrian style streetlights.</p> <p>The streetlight reimbursement costs included in this agreement will need to be budgeted for in the FY25 budget.</p>

### ATTACHMENTS:

[Streetlight Agreement - Sadie Oaks](#)

**Agreement for Upgraded Streetlight Services  
Between  
Town of Wendell  
and  
NC Wendell Parkway LLC**

This is an agreement BETWEEN The Town of Wendell (hereinafter referred to as the TOWN) and NC Wendell Parkway LLC a duly incorporated association established according to North Carolina law.

WHEREAS NC Wendell Parkway LLC has requested that the TOWN allow the installation of an upgraded streetlight system in the public right-of-way, a streetlight system that differs from those typically used to meet current TOWN standards; and

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

WHEREAS the TOWN, after reviewing this proposed upgraded streetlight design has 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;

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

- 1.0 NC Wendell Parkway LLC 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.
- 2.0 The number of streetlights reimbursed shall be based on the standard set forth in the Town's Unified Development Ordinance. At the time of this agreement, the standard is the total linear feet within a Phase divided by 300. In the event of a fraction, the number shall be rounded up to the nearest whole number.

Upon execution of the agreement between DUKE and NC Wendell Parkway LLC as referenced in Paragraph 1.0, for the requested upgraded streetlight system consisting of

29 decorative lights. NC Wendell Parkway LLC has paid DUKE a one-time charge for installing the underground facilities for the streetlight system as required by the TOWN'S development regulations.

- 3.0 NC Wendell Parkway LLC is responsible for paying all the monthly operating charges for the upgraded streetlight system directly to DUKE based upon billing from DUKE to NC Wendell Parkway LLC.
- 4.0 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. NC Wendell Parkway LLC will be responsible for maintaining the streetlight system in proper working order and repairs made to damaged poles in a timely manner.
- 5.0 By March 15 of each year following approval of this agreement NC Wendell Parkway LLC will provide to the TOWN copies of all bills paid from DUKE for this upgraded system during the previous calendar year beginning January 1 of each year this agreement is in effect.
- 6.0 Based upon confirmation of these payments having been made, in July of the same calendar year as receipt of payment documentation the TOWN will reimburse NC Wendell Parkway LLC 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. As of June 1, 2022 the following approved rates were in effect according to SLS-74 for the fixtures in this agreement:

5 - "LED 75W" fixtures @ \$8.04/mo	5 x \$8.04 = \$40.20/mo
5 - Gray Fiberglass poles @ \$2.79/mo	5 x \$2.79 = \$13.95/mo
7% NC Sales Tax	Subtotal = \$54.15/mo x 7% = \$57.94/mo

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

$$\$57.94/\text{mo} \times 12 = \$695.28^*$$

\*Payments shall be prorated for any streetlights that are not installed or are not operational during each billing cycle.

- 7.0 NC Wendell Parkway LLC 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.
- 8.0 Either party may terminate this agreement at any time by giving the other party a thirty (30) day written notice of such termination. In the event of such termination by NC Wendell Parkway LLC, NC Wendell Parkway LLC shall assume responsibility for any cost

associated with restoring the streetlights to TOWN standards in effect at the time of such termination.

- 9.0 Further Undertakings of Hollybrook Association. NC Wendell Parkway LLC, in consideration of the signing of this Agreement, for itself, its agents, officials, employees and servants, agrees not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Agreement, no matter how remote.
- 10.0 Binding Effect. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.
- 11.0 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.
- 12.0 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.
- 13.0 Miscellaneous  
The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract and will reimburse the Town for the replacement value of its loss or damage.  
  
The Contractor 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. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

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

#### 14.0 Audit

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

In the event of such an audit, Contractor agrees that the Town, or its designated representative, shall have the right to review and to copy any work, materials, payrolls, records, data, supporting documentation, or any other sources of information and matters that may in Town's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by any Contract Document. The Contractor agrees that the Town, or its designated representative, shall have access to Contractor personnel pertaining to the performance of this contract, including but not limited to financial, performance, operations, and compliance records. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the Town's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Town's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Further, Contractor agrees to include a similar right to the Town to audit and interview staff in any subcontract related to performance of this contract.

Contractor shall require all payees to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees have the same right to audit provisions contained in this Contract.

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

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

Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

EXECUTED BY THE TOWN MANAGER ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_

TOWN OF WENDELL

BY: \_\_\_\_\_

Marvin Collins  
Town Manager

ATTEST: \_\_\_\_\_

Mary Beth Tew  
Town Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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JAMES P. CAULEY III  
Town Attorney

Date: \_\_\_\_\_

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NC Wendell Parkway LLC.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NORTH CAROLINA

COUNTY OF \_\_\_\_\_

CORPORATE  
ACKNOWLEDGEMENT

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, with whom I am personally acquainted, who, being by me duly sworn, says that they hold the position of \_\_\_\_\_ with the NC Wendell Parkway LLC the corporation and principal named in the foregoing and attached instrument; that the name of the corporation was subscribed thereto by the said treasurer, and that the said treasurer and president subscribed their names thereto, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF WAKE  
AFFIDAVIT

NOW COMES Affiant, \_\_\_\_\_, being duly authorized by law and on behalf of NC Wendell Parkway LLC ("Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor has submitted a bid for contract or desires to enter into a contract with the Town of Wendell;

2. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that he/she is aware of and in compliance with the requirements of E-Verify, the federal program operated by the United States Department of Homeland Security, and Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

- After hiring an employee to work in the United States, verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
- Employs less than twenty-five (25) employees in the State of North Carolina.

3. As part of his/her duties and responsibilities pursuant to said bid and/or contract, Contractor attests that to the best of his/her knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Affiant

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

[OFFICIAL SEAL]

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, Notary Public



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Matt Garner, Administration
<b>ITEM TYPE:</b>	Agreements/Contracts
<b>AGENDA SECTION:</b>	ADMINISTRATIVE ITEMS
<b>SUBJECT:</b>	Agreement Between Geosyntec Consultants and The Town of Wendell to Provide Environmental Services for the Wendell Brownfield Program
<b>SPECIFIC ACTION REQUESTED:</b>	Motion to approve the agreement between Geosyntec and the Town of Wendell to provide environmental services and administer the EPA Brownfield Grant and authorize the Town Manager or his designee to sign the Agreement
<b>ITEM SUMMARY:</b>	<p>The Town has negotiated an agreement with Geosyntec Consultants for professional environmental services and the administration of the Town's Environmental Protection Agency (EPA) Brownfield Assessment Grant. The Town was awarded the \$500,000 grant in 2022, and Geosyntec was the highest scoring respondent to the Town's RFQ for services related to the grant.</p> <p>A Master Service Agreement provides a scope of services and is a guide for the development of task service agreements that are approved on a project by project basis for services allowed for in the Federal grant. The consultant will be required to follow all Federal processes and policies set forth in the grant agreement between the Town and the EPA. All expenditures for work under this agreement are paid by the grant with no Town funding match.</p> <p>Examples of work provided include environment assessments (Phase 1 and Phase 2) for properties in Wendell and the development of an abatement strategy and redevelopment planning. One project planned for which a task service agreement will be developed is the environmental assessments for the Pleasant Grove Community Center project at the Old Carver School.</p>

**ATTACHMENTS:**

[Wendell Client Agreement - MSA - Geosyntec \(JPC rev\)](#)

MASTER PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
GEOSYNTEC CONSULTANTS, INC.  
AND  
THE TOWN OF WENDELL

This Master Professional Services Agreement ("Agreement") is made effective , 20 by and between The Town of Wendell ("Client") and Geosyntec Consultants, Inc. and its subsidiaries and affiliates (collectively "Geosyntec"). The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties".

**NOW, THEREFORE**, in consideration of the promises set forth below, the Parties hereby agree as follows:

**1. SERVICE ORDERS:** The services to be provided by Geosyntec pursuant to this Agreement ("Services") shall be described in written orders ("Service Orders") agreed to by the Parties. Service Orders shall set forth the Services, schedule and budgeted fees and expenses for the Services. If Services are to be rendered in connection with a specific location, the Service Order shall also describe the site ("Project Site"). The terms and conditions of this Agreement shall apply to and be incorporated into each Service Order and any Purchase Order, or other document issued by Client and to all Services to be rendered. Any terms introduced or proposed by Client which are not expressly incorporated into this Agreement or a Service Order are rejected.

**2. CLIENT RESPONSIBILITY:** Client shall provide Geosyntec, in writing, all information relating to Client's requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the project ("Project"), and provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of known subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.

**3. COMPENSATION, INVOICING AND PAYMENT:** The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec's rate schedule, along with any expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the U.S., Canada, Australia, Ireland, and the United Kingdom. Where compensation is subject to a "not to exceed" budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation which Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec's then current rate schedule.

Geosyntec shall periodically submit invoices to Client and Client shall pay each invoice in accordance with any applicable prompt payment legislation within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec in writing of the objection within thirty (30) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntec more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by ten (10) days written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any

subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

**4. CHANGES:** In the event services beyond those specified in the Services Order are provided by Geosyntec or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.

**5. RECOGNITION OF RISK:** Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results and uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.

**6. STANDARD OF CARE:** Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntec's liability shall be limited to the correction of the error or omission and shall be contingent upon Geosyntec being notified promptly.

**7. INDEMNIFICATION:** To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.

**8. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including, without limitation, third party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued, shall not exceed, in the aggregate, the sum of \$1,000,000. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.

**9. INSURANCE:** Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

(i)	Workers' Compensation Employer's Liability	Statutory - \$1,000,000 per occurrence
(ii)	Commercial General Liability or Public Liability Insurance	- \$1,000,000 per occurrence
(iii)	Comprehensive Automobile Liability	- \$2,000,000 combined single limit
(iv)	Professional Liability	- \$1,000,000 per claim

Geosyntec shall provide Client with an insurance certificate naming Client as an additional insured (except Workers' Compensation and Professional Liability) upon Client's request.

**10. DISPUTES:** The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 20 below. Any applicable statute of limitations on any claim in any way related to this Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of limitations would otherwise apply.

**11. RIGHT OF ENTRY:** Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

**12. PROJECT SITE RESPONSIBILITIES:** If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, and quality of work the contractor's, to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.

**13. HAZARDOUS SUBSTANCES:** "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests, Geosyntec will only sign as agent on behalf of Client, and Geosyntec will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from such signing and from Geosyntec's handling of Hazardous Substances.

**14. CONFIDENTIALITY:** Geosyntec will maintain as confidential the provisions of this Agreement and any business

information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

**15. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS:** Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntec may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntec as part of the Services ("Reports") without Geosyntec's separate written consent, and Geosyntec shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntec harmless from any claims by third parties arising from the use of any Reports if such use is expressly authorized by Client.

**16. DELAYS AND FORCE MAJEURE:** Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

**17. SUSPENSION/TERMINATION:** If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**18. ASSIGNMENT AND THIRD PARTY RIGHTS:** Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.

**19. VALIDITY AND SEVERABILITY:** The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

**20. GOVERNING LAW AND VENUE:** This Agreement and all disputes related to it shall be governed and construed by the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Wake County, North Carolina. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**21. INTEGRATED WRITING:** This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntec regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.

**22. NOTICES, SIGNATURES AND AUTHORIZED REPRESENTATIVES:** The following signatories of this Agreement are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

**IN WITNESS WHEREOF**, the Parties hereby consent to the use and enforceability of electronic signatures in the course of their doing business and they have caused this Agreement to be executed by their duly authorized representatives, as follows:

The Town of Wendell

Geosyntec Consultants of NC, P.C.

By: \_\_\_\_\_

Name:

Title:

Date of Signature:

By: \_\_\_\_\_

Name:

Title:

Date of Signature:



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Mary Beth Tew, Administration
<b>ITEM TYPE:</b>	Citizen Advisory Board Appointment
<b>AGENDA SECTION:</b>	ADMINISTRATIVE ITEMS
<b>SUBJECT:</b>	Appointments to the Planning Board and Parks and Recreation Commission (In Town)
<b>SPECIFIC ACTION REQUESTED:</b>	Appoint One Member to the Planning Board and Four Members to the Parks and Recreation Commission (In Town)
<b>ITEM SUMMARY:</b>	<p>The Town Board will appoint members to the Planning Board and Parks and Recreation (In Town). Citizen Advisory Board recruitment began in February of 2023, with the application deadline being April 30, 2023. There is one in town vacancy for the Planning Board, and four in town vacancies for the Parks and Recreation Commission. The Planning Board received 3 applications, and the Parks and Recreation (In Town) received 6 applications.</p> <p>Applicants were informed of the appointment process and were encouraged to attend tonight's meeting at 6:30 to introduce themselves to the Board by approaching the dais prior to the meeting. The Board will vote for appointments on a separate ballot for each Citizen Advisory Board, and then print their name on their ballot.</p> <p>Staff will reopen the applications for the remaining Citizen Advisory Board vacancies, as there were insufficient applications received. The Appearance Commission, Board of Adjustment (In Town and ETJ), Downtown Development Commission, and the Parks and Recreation Commission (ETJ) will continue to receive applications until a sufficient number of applications have been received, unless otherwise directed by the Board.</p>



# Item Cover Page

## TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

<b>DATE:</b>	May 8, 2023
<b>SUBMITTED BY:</b>	Stephanie Smith, Administration
<b>ITEM TYPE:</b>	Budget Item
<b>AGENDA SECTION:</b>	ADMINISTRATIVE ITEMS
<b>SUBJECT:</b>	Request to Adopt the 2023 Strategic Plan
<b>SPECIFIC ACTION REQUESTED:</b>	Motion to adopt the 2023 Strategic Plan
<b>ITEM SUMMARY:</b>	<p>The Town Manager will present the final draft of the 2023 Strategic Plan.</p>

Strategic Plans are used to establish actionable initiatives to advance strategic goals that are in alignment with available and planned resources. The effort provides the commitment of Town leaders and staff to bridge the gap between the assessed current conditions and the envisioned community of the future.

The Strategic Planning Process began in Fall 2022 at the Board of Commissioner Retreat. Following the initial guidance, input was received from staff and appointed Boards to draft strategic initiatives. The draft initiatives for each of the five (5) strategic goals were presented to the public at four (4) community charrettes held in differing areas of Wendell (Downtown, Edgemont Landing, Pleasant Grove, and Wendell Falls). The community feedback was presented to the Board at the Budget Retreat in March 2023 and initiatives were prioritized in a facilitated process.

After presentation to the public at the March 27, 2023 Board Meeting, the draft plan was prepared in its new format and is returning to the Board for consideration of adoption at the May 8, 2023 meeting. Following adoption, the Strategic Plan is incorporated into the Fiscal Year 2024 Budget and Fiscal Year 2025 Budget documents and the policy direction is used to guide the allocation of available resources.

**ATTACHMENTS:**

Strategic Plan 2023 Final

# TOWN OF WENDELL

## 2023 STRATEGIC PLAN



# PURPOSE



The Town of Wendell recognizes that the realization of a community vision is only achieved when the strategic goals of the community are in alignment with available and planned resources.

As such, the purpose of the strategic plan is to provide for a process that aligns resources with commitment from Town organization leaders to bridge the gap between the assessed current conditions and the envisioned community of the future.



To this end, the Strategic Plan is developed and guides the development of the Budget for two (2) successive fiscal years. The plan is reviewed and re-prioritized in the second fiscal year to ensure that Board vision and staff implementation is consistent with resources allocated.

# PROCESS



The Strategic Planning process was initiated at the fall 2022 Board policy retreat. Management presented strategic initiatives that are in progress, emerging issues identified by departments, and facilitated the identification of new or changed initiatives with the Board. Staff used the guidance to establish draft initiatives that were presented to appointed citizen committees and boards for additional feedback and revision.

The draft initiatives for each of the five (5) strategic goals were presented to the public at four (4) community charettes held in differing areas of Wendell (Downtown, Edgemont Landing, Pleasant Grove, and Wendell Falls). The community feedback was presented to the Board at the Budget Retreat in March 2023 and initiatives were prioritized in a facilitated process.

Initiatives are divided into two categories: Management in Progress (staff-committed items to complete) and Strategic Initiatives (Board valued items to advance in Budgets). While all components of the Strategic Plan are of value, prioritization of the Strategic Initiatives by the Board provides policy guidance to staff for the direction of limited resources in developing the Budget. Priority initiatives are categorized as Top Priority (priority of 5 or 6 Board Members) and High Priority (priority of 3 or 4 Board Members).

# VISION STATEMENT

The Town of Wendell is clean, safe, vibrant, and full service with a diverse population. Our citizen-friendly reputation is assured by the quality of our facilities and professional staff who work efficiently to provide great customer service.

We have a knowledgeable Town Board who works efficiently to incorporate input from Citizen Advisory Boards and staff to be responsible stewards of our tax dollars, through leveraging, by watching return on investments and maintaining our fund balance.



## Wendell Board of Commissioners

*Left to right, back to front.*

Dr. Jon Lutz, Commissioner  
Jason Joyner, Mayor Pro-Tem  
Joe DeLoach, Commissioner  
Deans Eatman, Commissioner  
Virginia Gray, Mayor  
Phil Tarnaski, Commissioner

In working to achieve this vision for the Town of Wendell, the Board of Commissioners have committed to the following:

- Consider all aspects of a situation and make thorough, deliberate, and well-reasoned decisions.
- Explore all viewpoints. We are open to hearing from others, learning from them, and compromising, when needed.
- Stay cohesive, collaborative, collegial, and connected to the manager and to each other.
- Demonstrate respect for all opinions, especially in public. We support the decisions of the Board. Once decisions are made by the majority, we support that decision.
- Strive for efficiency in the way we handle business. We are hard-working and attend all meetings.
- Keep the best interests of the Town uppermost in our minds.
- Tackle new and novel ideas and processes.

# POLICY GOALS

**P**olicy goal areas are intentionally broad and are used to identify the most critical issues facing the community. Each policy goal has specific action initiatives that are

annually prioritized to assist in the allocation of resources and staff time to ensure efficiency and effectiveness. The policy goal areas are identified to include the following:

## GOAL 1:

### Downtown Vibrancy, Economic Growth, and Community Character

Promote economic vitality through the development of a vibrant Downtown, economic growth, and unique community character.

## GOAL 2:

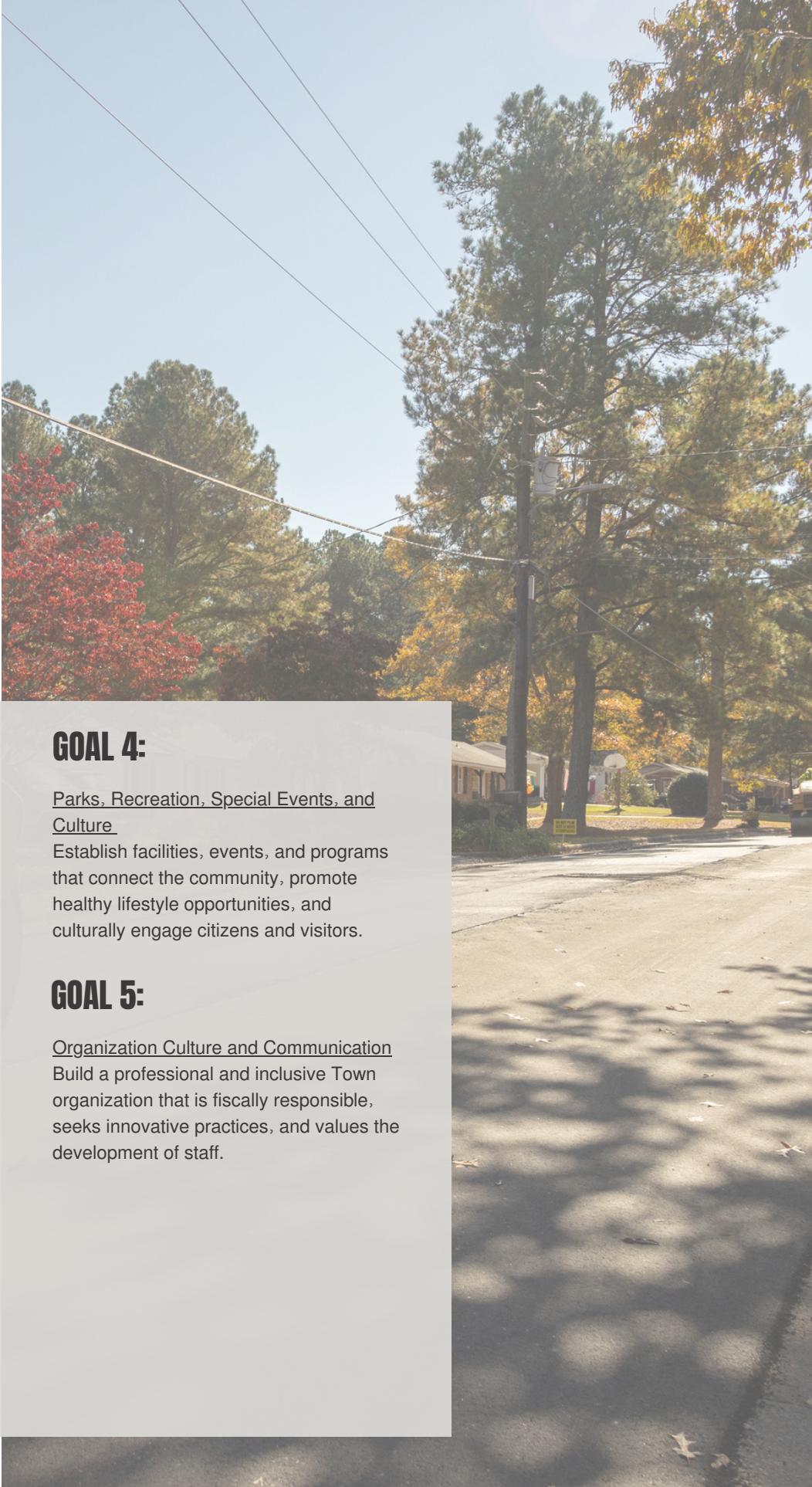
### Public Safety and Neighborhood Improvement

Provide for a safe and secure community that nurtures livable and well-maintained neighborhoods that are family friendly.

## GOAL 3:

### Infrastructure, Transportation, and the Environment

Develop and maintain infrastructure and policies to support new growth, improve the quality of life for residents, and provide for a clean and green environment.



## GOAL 4:

### Parks, Recreation, Special Events, and Culture

Establish facilities, events, and programs that connect the community, promote healthy lifestyle opportunities, and culturally engage citizens and visitors.

## GOAL 5:

### Organization Culture and Communication

Build a professional and inclusive Town organization that is fiscally responsible, seeks innovative practices, and values the development of staff.

# Goal 1: Downtown Vibrancy, Economic Growth & Community Character

Promote economic vitality through the development of a vibrant Downtown, economic growth, and unique community character.

Downtown vibrancy, economic growth, and community character goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Downtown contains a vibrant mix of businesses that are centered on food and beverage retail, and neighborhood services that attract area residents in coordination with sufficient parking, attractive public spaces, and regular special events to foster the "Small Town, Big Charm" motto.

B.) The Town contains an appropriate mix of land uses including the development of commercial, office, and industrial uses to enhance property values, create jobs for residents, and make opportunities available for shopping, services, and products desired by the community and region.

## Management in Progress

1. Complete the update of the Unified Development Ordinance (UDO) to reflect the policies established in the Blueprint Wendell 2030 Comprehensive Plan.

2. Complete the Downtown Streetscape Plan to replace dated infrastructure, ensure ADA accessibility is in compliance, and enhance attractive public spaces and parking areas in the downtown area.

3. Implement the Brownfield Program using Assessment Program funds received from the US Environmental Protection Agency (EPA) to assess and plan for adaptive reuse of selected properties.

4. Continue working with education and health industry partners for the construction of the Wake Tech East Wake Campus, new and renovated public school sites, and medical office and health infrastructure expansion.



## Strategic Initiatives

### Top priority

- Seek opportunities around Downtown and encourage infill development and redevelopment for vacant, dilapidated, and under-utilized properties while encouraging the preservation of historic structures and architectural elements.

### Top priority

- Evaluate areas near I-87 and the Wake Tech campus for expansion of non-residential development to promote diversification of the tax base and job growth.

### High priority

- Seek opportunities to promote and preserve the unique history and environment around Wendell by identifying projects with Capital Area Preservation, Wendell Historical Society, the Conservation Fund, Triangle Land Conservancy, and other like partners.

### High priority

- Identify funding opportunities to implement the Downtown Streetscape Plan and fund enhanced services in the Downtown area.

### High priority

- Work with the Pleasant Grove Baptist Church, Wake County, area non-profits, and neighborhood residents to complete a neighborhood plan to include areas within the Town jurisdiction, rehabilitate the Old Carver School into a community center, and extend services and infrastructure (public and private) into the community.

# Goal 1: Downtown Vibrancy, Economic Growth & Community Character

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## Strategic Initiatives (continued)

- Work with Wake County to update the Broadband Access Plan and identify needs and means to implement expanded broadband access including an update of the Downtown public Wi-Fi service area.
- Seek redevelopment of a site identified in the Brownfield Program to encourage infill development in the downtown area.
- Initiate an update of the 2025 Economic Development Strategic Plan to guide economic development initiatives for the following five (5) years.
- Work with Wake County and housing partners to ensure continued opportunities for housing affordability, diversity of housing types, and the services and transportation needed to support the housing.
- Identify opportunities to enhance gateways to Town, update wayfinding signs, and provide aesthetic improvements to public spaces and medians throughout the jurisdiction.



# Goal 2: Public Safety & Neighborhood Improvement

Provide for a safe and secure community that nurtures livable and well-maintained neighborhoods that are family friendly.

Public safety and neighborhood improvement goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Develop an environment for community-engaged policing and code enforcement that emphasizes maintaining safe, family-friendly neighborhoods, improving the public environment for accessibility, and encourage community ownership in improving private property.



## Management in Progress

1. Complete the CALEA accreditation process and maintain efforts to retain the accreditation once received.
2. Continue department-wide training on implicit bias and community-engaged policing to promote the mission of the Wendell Police Department.
3. Hold a "Neighborhood Clean Up Day" to promote awareness of services available to improve housing, utility savings, social services, and food accessibility in conjunction with service projects by property owners and groups to beautify, improve access, and remove debris from the neighborhood.
4. Maintain Crisis Intervention Training (CIT) for all police officers to properly assist persons in crisis receive appropriate agency referrals and awareness of resources available.



## Strategic Initiatives

### Top priority

- Further traffic calming efforts when warranted through evaluation of speed limits, physical improvements, all-way stops and signalization, public education, and enforcement.

### Top priority

- Support police department efforts and public safety partnerships to enhance training and equipment for high risk and active shooter response in coordination with area education and community partners.

### High priority

- Continue Neighborhood Improvement Program project efforts in Zone 2 to improve sidewalk connectivity between existing housing, schools, and downtown.

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A.) Develop an environment for community-engaged policing and code enforcement that emphasizes maintaining safe, family-friendly neighborhoods, improving the public environment for accessibility, and encourage community ownership in improving private property.



## Strategic Initiatives (continued)

- Implement the Police Department Communication Plan and related policies to develop an intentional community engagement program to increase awareness of efforts, visibility in the community, and programs to support public safety awareness.
- Develop a pedestrian and bicycle safety strategy to include public education, communication, and enforcement.
- Identify opportunities to encourage safe housing options for both rental and home ownership programs through communications, partnerships, and code enforcement.
- Implement speed limit reductions on local roads in residential neighborhoods to 25 mph unless otherwise posted to encourage safer driving practices.
- Continue efforts to partner with Wendell Fire Department and Wake County EMS to promote fire prevention and health awareness as well as implement traffic signal enhancements and neighborhood connectivity to maintain response times to calls for service.



# Goal 3: Infrastructure, Transportation, and the Environment

Develop and maintain infrastructure and policies to support new growth, improve the quality of life for residents, and provide for a clean and green environment.

Infrastructure, transportation, and the environment goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Public utilities, land services, and open spaces are designed, maintained, and extended to provide for necessary water, sewer, stormwater, roads, sidewalks, bikeways, paths, intersections, facilities, and debris removal for the existing and planned community.

## Management in Progress

1. Implement the updated 5-year 2020 Pavement Condition Study for the maintenance and resurfacing of Town streets and establish plans for the next 5-year cycle.
2. Continue efforts to implement the Stormwater Management Plan and maintain a compliant program to maintain, replace, and inspect systems that drain and treat stormwater.
3. Complete construction of the Wendell Boulevard Pedestrian and Intersection improvements to install sidewalks from Hanor Lane to Wendell Falls Parkway and a traffic signal at Wendell Falls Parkway.
4. Implement the Utility Merger Close-out and update the Utility Allocation Policy to convey properties to the City of Raleigh and align available resources to be consistent with the Comprehensive Plan.



## Strategic Initiatives

### Top priority

- Conduct a Sidewalk Condition Survey and establish a 5-year plan for maintenance, replacement, and extension of sidewalks consistent with the Wendell Pedestrian Plan.

### Top priority

- Work with regional partners to promote mobility options such as the continuation of the Go Wake micro-transit service and implementing the regional bus plan.

### High priority

- Evaluate opportunities to update the Transportation Plan and Pedestrian Plan for consistency with adopted land use plans to promote mobility and accessibility.

### High priority

- Establish an infrastructure plan for the extension and connection of water and sewer in coordination with the City of Raleigh to promote appropriate development, annexation, and close service gaps.

### High priority

- Implement projects to improve stormwater drainage by repairing existing systems that cross Third Street Downtown and restoring the Blakeford Dam on Todd Lane.

# Goal 3: Infrastructure, Transportation, and the Environment

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## Strategic Initiatives (continued)

- Establish a Sustainability Program to encourage the use of alternative energy sources, composting, natural resource protection, and more efficient practices by the Town organization and encourage the same in the community.
- Conduct an analysis of the pre-regulatory landfill owned by the Town to establish a plan to address any needed concerns and evaluate opportunities to return the property to a useful condition through the Brownfield Program.
- Evaluate the condition of the Town cemetery and establish a Cemetery Improvement Plan to guide future improvements and maintenance of the property.
- Complete the design for intersection improvements for Eagle Rock Road at both Wendell Falls Parkway and Wendell Boulevard and seek funding opportunities and partnerships to implement.
- Complete a tree health study to encourage a healthy tree canopy and improved public safety in conjunction with programs recognizing Wendell reaching 40 years as a Tree City.



# Goal 4: Parks, Recreation, Special Events, and Culture

Establish facilities, events, and programs that connect the community, promote healthy lifestyle opportunities, and culturally engage citizens and visitors.

Parks, recreation, special events, and culture goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Provide recreation amenities and services to residents and visitors through quality facilities, a diverse program offering, varied parks, and special events guided by a community-driven master plan that provides for accessibility, connectivity and healthy fun for all.

## Management in Progress

1. Complete the construction of the neighborhood park at the Hollybrook Road site.
2. Complete the design and construction of the Main Street Greenway Project.
3. Encourage Wake County to complete the design and begin construction on Lake Myra Park.
4. Coordinate and plan with Wake County for the future of the next library site in Wendell.



## Strategic Initiatives

### Top priority

- Initiate design on a recreation facility to provide accessible program space and increase the number of indoor recreation and gym facilities to accommodate growing programs for basketball, volleyball, and other court sports.

### Top priority

- Complete the concept design and construction of the first phase of the Buffalo Creek Greenway and schedule the construction of future phases.

### Top priority

- Establish a project schedule to implement greenway projects identified in the updated Wendell Greenway Plan.

### High priority

- Identify and plan for the acquisition of neighborhood parks and open space in areas of Town that need additional access consistent with the Parks and Recreation Master Plan.

### High priority

- Design an athletic field complex to increase the local options for field sports such as soccer, lacrosse, and football in Wendell.

# Goal 4: Parks, Recreation, Special Events, and Culture

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Parks, recreation, special events, and culture goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Provide recreation amenities and services to residents and visitors through quality facilities, a diverse program offering, varied parks, and special events guided by a community-driven master plan that provides for accessibility, connectivity and healthy fun for all.

## Strategic Initiatives (continued)

- Develop a capital funding plan and schedule to implement the Parks & Recreation Master Plan.
- Establish a natural resource and open space program for the acquisition and stewardship of public and private open space in coordination with Federal, State, non-profit and private efforts within and adjoining the Town.
- Develop the concept plan and construction schedule for the Northside Park neighborhood park to include the Todd Road extension to provide access.
- Evaluate opportunities for the expansion of programming for diverse and special populations and to improve inclusion and access to existing programs.
- Implement the splash pad recommendation consistent with the Parks & Recreation Master Plan.



# Goal 5: Organization Culture & Communication

Build a professional and inclusive Town organization that is fiscally responsible, seeks innovative practices, and values the development of staff.

Organization culture and communication goal attainment occurs when the following opportunities are realized or conditions exist.

A.) Build an organization committed to improving daily towards a goal of excellence in service to its citizens, businesses, visitors, and employees through responsible fiscal management, inclusive communication, innovative technologies, and professional development.



## Management in Progress

1. Continue implementation of the ADA Transition Plan to improve accessibility to Town facilities, programs, infrastructure, meetings, and communications for all persons.
2. Evaluate benefits and health plan options for competitive costs and comparative services for employees, partners, and dependents.
3. Complete the design and construction of the Public Works Yard facility to provide adequate space and functionality to maintain core services.
4. Establish a timeline and financial plan for the future design and construction of a new police station.



## Strategic Initiatives

### Top priority

- Work with the financial advisor to establish a fiscally sustainable plan to fund needed capital improvements to ensure adequate public facilities, parks, greenways, roads, and infrastructure is available to the community as it grows.

### Top priority

- Establish an organization-wide customer relations management (CRM) system to receive, track, respond, and report to inquiries from citizens and customers of the Town to maintain responsive service delivery as the community grows.

### Top priority

- Continue enhancements to employee professional development and continuing education opportunities to establish succession planning and meet ever increasing skills needed for public service delivery.

### High priority

- Enhance organization communication to support clear and consistent messaging to the public for the municipal services provided and achievements obtained through the implementation of established communication plans.

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## Strategic Initiatives (continued)

- Organize wellness efforts for employees and promote public health awareness materials of partners to provide a positive environment for physical and mental health in the community.
- Develop resilient technology resources for the Town organization to ensure that services are maintained through crisis and technology that is updated to achieve efficiencies and accessibility in program delivery.
- Evaluate the existing financial enterprise and asset management systems to ensure that fiscal records are maintained in an efficient and effective manner.
- Plan for new and expanded WiFi services in Downtown and park properties.

