Wendell Town Board of Commissioners

Town Hall, Board Room

409 Landing View Drive, Wendell, NC, 27591

Regular Session Agenda

Monday, April 13, 2026 @ 7:00 PM

CALL TO ORDER

Call to Order - Mayor Virginia Gray
Pledge of Allegiance - Wendell Elementary School Student, Vanesa Rodriguez Carbajal
Invocation - Wendell Council of Churches

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 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 Fiscal Year 2026 Annual Operating Budget Ordinance Amendment #4

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

3.b Town Board Member Committee Assignments

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.c Approval of Summary of Minutes from March 23, 2026

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

4.a Recognition of Wendell Elementary School Counselor, Ms. Kate Davis

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

4.b Proclamation Recognizing April 22, 2026 as Administrative Professionals Day

Staff Contact: Tyler Newman
Communications Manager
tnewman@townofwendellnc.gov

4.c Proclamation Recognizing April 18, 2026 as Line Worker Appreciation Day in the Town of Wendell

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

5. PUBLIC HEARINGS

5.a Public Hearing on a Proposed Moratorium Ordinance Regulation on Data Centers, Data Processing Facilities, and Cryptocurrency Mining

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

5.b Public Hearing to Annex (A25-01) and Rezone (CD25 -01) Approximately +/- 2.82 Acres from Wake County Residential 30 (WC-R30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to Construct a Child Daycare.

Staff Contact: Stacy Griffin
Assistant Planning Director
sgriffin@townofwendellnc.gov

5.c Public Hearing CD25-06: A Request to Rezone Approximately +/- 4.15 Acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to Construct Third Street Apollo

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

5.d Public Hearing on a Development Agreement Between Hollybrook Partners LLC and The Town of Wendell for the Third Street Apollo Mixed-Use Development

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

5.e Public Hearing to Annex (A26-01) and Rezone (R26-02) Approximately ± 35.44 Acres Located at 2621 North Carolina Highway 97 from Wake County Residential 40 (R40) to Town of Wendell Neighborhood Center (NC)

Staff Contact: Kevin McCarthy
Planner III
kmccarthy@townofwendellnc.gov

6. ADMINISTRATIVE ITEMS

6.a Resolution of Intent to Formally Close Right of Way known as South Pine Street Located between East Haywood and Fowlkes Street

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

6.b Request Addition of a Human Resources Specialist Position to the FY 2026 Budget

Staff Contact: Marc Collins, ICMA-CM (Presenter as Budget Officer)
Town Manager
mcollins@townofwendellnc.gov

Melanie Joyner
Human Resources Director
mjoyner@townofwendellnc.gov

6.c Personnel Policy Updates - Sick Leave and FMLA

Staff Contact: Melanie Joyner
Human Resources Director
mjoyner@townofwendellnc.gov

6.d Town of Wendell Unified Development Ordinance (UDO) Update Steering Committee

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

7. OTHER BUSINESS

8. COMMISSIONERS' REPORTS / COMMENTS

9. MAYOR'S REPORTS / COMMENTS

10. CLOSED SESSION

ADJOURN

AGENDA ITEM NO. 3.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Garrett Johnson, Finance
ITEM TYPE:	Budget Item
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Fiscal Year 2026 Annual Operating Budget Ordinance Amendment #4
SPECIFIC ACTION REQUESTED:	Motion to Adopt Ordinance O-17-2026, Amendment #4 of the Fiscal Year 2026 Annual Operating Budget Ordinance

ITEM SUMMARY:

In order to maintain budgetary compliance, a budget amendment, as proposed, needs to be added Fiscal Year 2026 Annual Operating Budget Ordinance, originally adopted on May 27, 2025, and most recently amended on March 9, 2026, to account for originally unbudgeted projects/initiatives, budgetary overages, and the recognition of new revenues. Staff will review the Budget quarterly, at a minimum, and prepare budget amendments for recommendation as necessary.

The Town is required to maintain a balanced budget which entails an equal amount of anticipated revenues and fund balance appropriations to match all appropriated expenditures. While the Budget is legally adopted at the department level and only requires adjustment if a department as a whole is over budget, staff makes adjustments at the line-item level. Budget amendment highlights are as follows:

<u>General Fund</u>

- Increase in projected sales tax revenue
- Recognition of various revenues received in excess of previously anticipated levels
- Decrease in necessary Fund Balance Appropriations by $429,610
    - Original Fund Balance Appropriation $317,285
    - Proposed Adjusted Fund Balance Appropriation $518,900

        - $201,615 overall increase
    - Increase in IT Department salaries to account for Director-level promotion
    - Increase in Parks & Recreation facilities maintenance to begin study with North Carolina Cooperative Extension
    - Increase in Umpire/Officials, Uniform, and Senior Center Programming Expenses
        - Partially funded with internal transfers
        - Partially funded from Planning Department lapse salary (Code Compliance Officer) and unexpended contract services
    - Increase in Special Programs & Camps for Wendell Wonderland storage and 250th Celebration expenses
    - Various internal transfers within department budgets
        - Purchase of office furniture to upfit two offices in anticipation of new positions in Administration Department covered by lapse salary (HR Administrator)
        - Additional vehicle upfit expenses rolled from prior fiscal year covered by lapse salary (various officer vacancies)

Stormwater Fund

- Internal Transfer for CDL training

ATTACHMENTS:

FY 2026 Operating Budget Ordinance Amendment #4
FY 2026 Operating Budget Ordinance Amendment #4 Summary

TOWN OF WENDELL
BUDGET ORDINANCE AMENDMENT
O-17-2026

Fiscal Year - 2025-2026

The Wendell Town Board of Commissioners, while in regular session, adopts the following amendment to the above fiscal year operating budget ordinance:

Fund - General Fund

I. General Fund Revenue Increases / (Decreases):

Account Description	*Account Number:*		*Amount:*
TAXES AD VALOREM - 1ST PRIOR YEAR	10-301-0100	$	210
TAXES AD VALOREM - 2ND PRIOR YEAR	10-301-0200	$	10
TAXES AD VALOREM - CURRENT YEAR	10-301-0400	$	58,405
TAX PENALTY & INTEREST	10-301-0500	$	3,080
GOLF CART FEES	10-319-0100	$	1,800
STREET CLOSING FEES	10-333-0000	$	80
WENDELL MARKET FEES	10-334-0000	$	250
MISCELLANEOUS REVENUES	10-335-0000	$	40
ADMINISTRATIVE FEES	10-339-0000	$	3,600
LOCAL OPTION SALES TAX	10-345-0000	$	370,000
RALEIGH TRANSACTION FEES	10-350-0100	$	110
CEMETERY REVENUE	10-361-0000	$	6,000
RECREATION REVENUE	10-365-0000	$	18,040
RECREATION SPONSOR	10-365-0100	$	4,120
RECREATION RENTAL PROCEEDS	10-365-0200	$	11,520
RECREATION - TRACKOUT PROGRAM	10-365-0500	$	(7,980)
INSURANCE REVENUE	10-399-0100	$	22,065
FUND BALANCE APPROPRIATIONS	10-398-0000	$	(429,610)
Amendment General Fund Revenues Total:		$	**61,740**

II. General Fund Expenses Increases / (Decreases):

Account Description	*Account Number:*		*Amount:*	
CONTRACT SERVICES - ELECTION	10-410-4600	$	(3,490)	A
BOARD RETREAT	10-410-5800	$	3,490	A
SALARIES - REGULAR	10-420-0100	$	(16,176)	A
MAINTENANCE & REPAIR - EQUIPMENT	10-420-1600	$	600	A
FACILITY & EQUIPMENT RENTAL	10-420-2100	$	(500)	A
DEPARTMENTAL SUPPLIES	10-420-3300	$	(100)	A
NON-CAPITAL EXPENSE ITEMS	10-420-7300	$	20,220	A
FICA EXPENSE	10-420-9500	$	(1,214)	A
RETIREMENT EXPENSE	10-420-9700	$	(2,830)	A
SALARIES - REGULAR	10-430-0100	$	1,375	
FICA EXPENSE	10-430-9500	$	105	
SALARIES - REGULAR	10-440-0100	$	(8,035)	
CONTRACT SERVICES - FINANCIAL SERVICES	10-440-4800	$	(4,250)	A
CONTRACT SERVICES - OPEB	10-440-4900	$	4,250	A
TRAVEL, TRAINING & SCHOOLS	10-450-1400	$	(750)	A
LAUNCHWENDELL PROGRAM	10-450-4800	$	750	A
SALARIES - REGULAR	10-490-0100	$	(29,447)	
SALARIES - PART-TIME	10-490-0200	$	(2,700)	
CONTRACTED SERVICES	10-490-4600	$	(10,000)	

TOWN OF WENDELL
BUDGET ORDINANCE AMENDMENT
O-17-2026

Fiscal Year - 2025-2026

The Wendell Town Board of Commissioners, while in regular session, adopts the following amendment to the above fiscal year operating budget ordinance:

SALARIES - REGULAR	10-500-0100	$	(1,815)	A
MAINTENANCE & REPAIR - EQUIPMENT	10-500-1600	$	15	A
CONTRACT SERVICES - LANDSCAPING	10-500-4700	$	1,800	A
NON-CAPITAL EXPENSE ITEMS	10-500-7300	$	825	
SALARIES - REGULAR	10-510-0100	$	(38,915)	A
CAPITAL OUTLAY - EQUIPMENT	10-510-7400	$	70,750	A
LEASE PAYMENT	10-510-7500	$	22,065	
FICA EXPENSE	10-510-9500	$	(10,610)	A
RETIREMENT EXPENSE	10-510-9700	$	(21,225)	A
SALARIES - REGULAR	10-620-0100	$	(11,000)	A
SALARIES - OVERTIME	10-620-0300	$	105	A
UMPIRES & OFFICIALS	10-620-0400	$	10,000	A
UMPIRES & OFFICIALS	10-620-0400	$	27,089	
MAINTENANCE & REPAIR - BUILDINGS/GROUNDS	10-620-1500	$	12,345	
MAINTENANCE & REPAIR - SENIOR CENTER	10-620-1501	$	2,000	A
MAINTENANCE & REPAIR - VEHICLES	10-620-1700	$	800	A
DEPARTMENTAL SUPPLIES	10-620-3300	$	(233)	A
UNIFORMS	10-620-3600	$	4,420	A
UNIFORMS	10-620-3600	$	17,183	
CONTRACT SERVICES - GENERAL PROGRAMS	10-620-4700	$	2,000	A
CONTRACT SERVICES - GENERAL PROGRAMS	10-620-4700	$	4,430	
DUES & SUBSCRIPTIONS	10-620-5300	$	(420)	A
SPECIAL PROGRAMS & CAMPS	10-620-5700	$	16,505	
TRACKOUT PROGRAM	10-620-5800	$	(2,567)	A
FICA EXPENSE	10-620-9500	$	(2,000)	A
RETIREMENT EXPENSE	10-620-9700	$	(3,105)	A
INSURANCE & BONDS	10-660-5400	$	10,000	
TRANSFER TO STORMWATER FUND	10-660-9500	$	0	
TRANSFER TO CAPITAL PROJECT FUND GENERAL	10-660-9600	$	0	
Amendment General Fund Expenses Total:		$	**61,740**	
AMENDED GENERAL FUND REVENUES FOR FY 2025-2026:		$	**27,347,559**	
AMENDED GENERAL FUND EXPENSES FOR FY 2025-2026:		$	**27,347,559**	

Fund - Stormwater Fund

III. Stormwater Fund Revenue Increases / (Decreases):

Account Description	*Account Number:*		*Amount:*
STORMWATER FEES	34-353-0000	$	
TRANSFER IN FROM GENERAL FUND	34-399-0000	$	
Amendment Stormwater Fund Revenues Total:		$	**0**

IV. Stormwater Fund Expenses Increases / (Decreases):

Account Description	*Account Number:*	*Amount:*

TOWN OF WENDELL
BUDGET ORDINANCE AMENDMENT
O-17-2026

Fiscal Year - 2025-2026

The Wendell Town Board of Commissioners, while in regular session, adopts the following amendment to the above fiscal year operating budget ordinance:

TRAVEL, TRAINING, & SCHOOLS	34-580-1400	$	2,654	A
FACILITY & EQUIPMENT RENTAL	34-580-2100	$	(2,654)	A
Amendment Stormwater Fund Expenses Total:		$	**0**	
AMENDED STORMWATER FUND REVENUES FOR FY 2025-2026:		$	**1,282,435**	
AMENDED STORMWATER FUND EXPENSES FOR FY 2025-2026:		$	**1,282,435**	

Adopted this 13th Day of April, 2026.

Virginia Gray, Mayor

Attest:

Mary E. Tew - Town Clerk

Approved as to form:

James P. Cauley, III - Town Attorney

* An "A" next to a line-item indicates that it was part of a previous administrative approval by the Town Manager as authorized by the Board in the original Budget Ordinance (O-08-2025)

General Fund Amendment Summary	Amendment	
Expenses	$ 61,740	↑
Revenues	$ 491,350	↑
Fund Balance Appropriations	$ (429,610)	↓

Revenue Summary	Amendment	
Additional Revenues	$ 469,285	↑
New Revenues	$ -	↔
Other Financing Sources	$ 22,065	↑

Department Summary	Amendment	
Governing Body	$ -	↔
Administration	$ -	↔
Information Technology	$ 1,480	↑
Finance	$ (8,035)	↓
Economic Development	$ -	↔
Planning	$ (42,147)	↓
Public Buildings & Grounds	$ 825	↑
Police	$ 22,065	↑
Fire	$ -	↔
Public Works	$ -	↔
Streets	$ -	↔
Stormwater	$ -	↔
Parks & Recreation	$ 77,552	↑
Non-Departmental	$ 10,000	↑
Special Appropriations	$ -	↔

Stormwater Fund Amendment Summary	Amendment	
Expenses	$ -	↔
Revenues	$ -	↔
Fund Balance Appropriations	$ -	↔

Revenue Summary	Amendment	
Additional Revenues	$ -	↔
New Revenues	$ -	↔
Other Financing Sources	$ -	↔

Department Summary	Amendment	
Finance	$ -	↔
Stormwater	$ -	↔
Non-Departmental	$ -	↔

AGENDA ITEM NO. 3.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Board Member Committee Assignments
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Town Board Member Committee Assignments
SPECIFIC ACTION REQUESTED:	Approve the Town Board Member Committee Assignments
ITEM SUMMARY:	At the January 10, 2026 Organizational Retreat, the Board discussed Committee Assignments for Town Board Members. They are as follows:

- Capital Area Metropolitan Planning Organization (CAMPO)

Primary - [Deans Eatman] Alternate – [Joe DeLoach]

- Wendell Fire Department Board of Directors

Primary – [Jason Joyner] Alternate – [Braxton Honeycutt]

- Central Pines Regional Council

Primary – [Joe DeLoach] Alternate – [Braxton Honeycutt]

- Wake County Fire Commission

Primary – [Jason Joyner]

- North Carolina League of Municipalities (NCLM)

Primary – [Virginia Gray] Alternate – [Dustin Ingalls]

AGENDA ITEM NO. 3.c

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Approval of Summary of Minutes from March 23, 2026
SPECIFIC ACTION REQUESTED:	Approve the Summary of Minutes
ITEM SUMMARY:	On Monday, March 23, 2026, at 7:00 p.m., the Town Board of Commissioners held a Regular Meeting at Town Hall, 409 Landing View Drive, 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:
Minutes - March 23, 2026

TOWN OF WENDELL
TOWN BOARD OF COMMISSIONERS REGULAR SESSION MINUTES
March 23, 2026

The Wendell Town Board of Commissioners held their Regular Session on Monday, March 23, 2026, in the Town Board Room, Wendell Town Hall, 409 Landing View Drive.

Present: Mayor Virginia Gray, Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls

CALL TO ORDER

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

The Pledge of Allegiance was led by Lake Myra Elementary School Student, Derrick (DJ) Jackson.

The Invocation was provided by Rev. Wallace Johnson, from Wendell United Methodist Church.

1. ADJUSTMENT AND APPROVAL OF THE AGENDA

ACTION
Mover: Mayor Pro Tempore Joe DeLoach made a motion to approve the agenda.
Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls
Nays: None
Vote: 5-0

2. PUBLIC COMMENT PERIOD

No one spoke during Public Comment Period.

3. CONSENT AGENDA

ACTION
Mover: Mayor Pro Tempore Joe DeLoach made a motion to approve the Consent Agenda.
Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls
Nays: None
Vote: 5-0

3.a Certificate of Sufficiency and Resolution Fixing the Date of a Public Hearing for a Non-Contiguous Annexation (A26-01) of approximately 35.45 Acres located at 2621 NC 97 Hwy (PIN: 1785417801)

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

3.b Certificate of Sufficiency and Resolution Fixing the Date of a Public Hearing for a Non-Contiguous Annexation (A25-01) of approximately 2.80 Acres located at 729 Eagle Rock Road (PIN: 1774456682)

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

3.c Wake County Tax Report

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.d Approval of Summary of Minutes from January 12, 2026

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.e Approval of Summary of Minutes from February 9, 2026

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.f Approval of Summary of Minutes from February 23, 2026

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

3.g Approval of Summary of Minutes from March 9, 2026

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

4. RECOGNITIONS, REPORTS, AND PRESENTATIONS

4.a Recognition of Lake Myra Elementary School Teacher, Mr. Ryan Schultz

Staff Contact: Mary Beth Tew
Town Clerk
mtew@townofwendellnc.gov

Mayor Gray recognised Lake Myra Elementary School teacher, Mr. Ryan Schultz.

4.b Fiscal Year 2026 Monthly Financial Reports for January and February, 2026

Staff Contact: Garrett Johnson
Finance Director
gjohnson@townofwendellnc.gov

No questions were asked regarding this item.

5. PUBLIC HEARINGS

5.a Public Hearing on an Amendment (CD25-09) to a Previously Approved Conditional District Rezoning (CD21-10) Richardson Farms and Annexation (A25-10) of Approximately .849 Acres Located at 1821 Wendell Falls Parkway

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

Bryan Coates, Planning Director, provided the staff report for this item.

Mayor Gray opened the Public Hearing.

Commissioner Benson asked about the open space required.

Speakers:
Adam Ashbaugh, DRB Group

Mayor Gray closed the Public Hearing.

ACTION

Mover: Mayor Pro Tempore Joe DeLoach made a motion to adopt the attached Ordinance to Amend the Previously Approved Master Plan for Richardson Farms (CD21-10) to rezone and annex the 0.849 acre Parcel Located at 1821 Wendell Falls Parkway and also Increase the Setback for the Commercial/Multi-Family Use from 10 feet to 20 feet.
Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls
Nays: None
Vote: 5-0

6. ADMINISTRATIVE ITEMS

6.a Approval of Task Order with The John R. McAdams Company, Inc. for Engineering Design and Construction Administration Services for the Blakeford Drive Dam Restoration Project

Staff Contact: Jeffery P. Brown, PE
Assistant Town Manager
jbrown@townofwendellnc.gov

Jeffery Brown, Assistant Town Manager, provided the staff report for this item.

ACTION

Mover: Mayor Pro Tempore Joe DeLoach made a motion to accept Proposal from the John R. McAdams Company, Inc. for Engineering Design and Construction Administration Services for the Blakeford Drive Dam Restoration Project and Authorize the Town Manager to Negotiate and Sign the Task Order.

Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls

Nays: None

Vote: 5-0

6.b Raleigh Water Deed of Easement for Sanitary Sewer Purposed on Town Owned Land

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

Bryan Coates, Planning Director, provided the staff report for this item.

ACTION

Mover: Mayor Pro Tempore Joe DeLoach made a motion to approve the Deed of Easement for Raleigh Water.

Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls

Nays: None

Vote: 5-0

6.c Fee in Lieu Request for a Portion of Old Tarboro Road Paving

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

Bryan Coates, Planning Director, provided the staff report for this item.

Commissioner Honeycutt asked a question regarding the Fee in Lieu money.

Garrett Johnson, Finance Director, and Marc Collins, Town Manager, provided an answer.

ACTION

Mover: Mayor Pro Tempore Joe DeLoach made a motion to approve a Fee-In-Lieu Request for a Portion of Old Tarboro Road Paving.

Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls

Nays: None

Vote: 5-0

6.d Resolution Calling for a Public Hearing on a Proposed Moratorium Ordinance Regulation on Data Centers, Data Processing Facilities, and Cryptocurrency Mining

Staff Contact: Bryan Coates
Planning Director
bcoates@townofwendellnc.gov

Bryan Coates, Planning Director, provided the staff report for this item.

Commissioner Benson asked if there was a specific length of time for the moratorium.

Mr. Coates said the Ordinance that would be approved after the Public Hearing has language that says up to a year or until the UDO is adopted.

Commissioner Eatman spoke about this and how it connects to our current UDO update.

Commissioner Ingalls clarified that this was being proactive, versus reactive to applications already received.

ACTION
Mover: Mayor Pro Tempore Joe DeLoach made a motion to approve Resolution Setting a Public Hearing Date for April 13, 2026 on a Proposed Moratorium Ordinance Regulation on Data Centers, Data Processing Facilities, and Cryptocurrency Mining.
Ayes: Mayor Pro Tempore Joe DeLoach, Commissioner Kate Benson, Commissioner Deans Eatman, Commissioner Braxton Honeycutt, and Commissioner Dustin Ingalls
Nays: None
Vote: 5-0

7. OTHER BUSINESS

Update on Board Committees by Town Board Members:
Capital Area Metropolitan Planning Organization - Commissioner Deans Eatman

8. COMMISSIONERS' REPORTS / COMMENTS

Mayor Pro Tempore DeLoach spoke about the Food Truck Rodeo this past weekend and the great turnout. He also noted the pollen season starting. He thanked staff for all their hard work. He also mentioned the passing of Tookie Gullie.

Commissioner Benson spoke about the impact that Tookie Gullie had on our community and the Wendell Rams organization.

Commissioner Honeycutt spoke about the Food Truck Rodeo and said staff did an excellent job. He also spoke about the passing of Tookie Gullie. He also mentioned Friday will be Dancing with the Stars of Wendell and Zebulon 2026.

Commissioner Ingalls attended the Stars in the East at Knightdale High School and said we have a lot of talented young people in the Town of Wendell. He also noted that last Friday he

joined other community leaders to help build an affordable home in Garner for Habitat for Humanity of Wake County.

9. MAYOR'S REPORTS / COMMENTS

Mayor Gray thanked everyone who came out for the Community Arbor Day Event and thanked everyone who attended the Food Truck Rodeo. She mentioned that staff put in a lot of work and she was very proud and appreciates all of their hard work. She also noted the Town of Wendell is giving away 250 seedling trees to celebrate the 250th anniversary of the signing of the Declaration of Independence, and they can be picked up at the Community Center. Wendell Market is getting ready to start again, and the first event will be April 2nd, from 5:30 p.m. to 8:30 p.m. Mayor Gray spoke about Mr. Tookie Gullie's passing the previous week and her families connection with him from when they first moved here to a couple days before he passed away.

10. CLOSED SESSION

ADJOURN

There being no further business to come before the Board, the meeting adjourned at 7:47 p.m. in honor of Tookie Gullie.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

AGENDA ITEM NO. 4.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Awards and Presentations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Recognition of Wendell Elementary School Counselor, Ms. Kate Davis
SPECIFIC ACTION REQUESTED:	Recognition
ITEM SUMMARY:	Ms. Davis is always there to support our students! Students are facing a wide range of challenges at home that impact them everyday. Ms. Davis is always there to help us support them in the classroom and equip them with tools and strategies so that they can be successful at home as well. She frequently checks in and is very responsive and supportive when we reach out.

AGENDA ITEM NO. 4.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Tyler Newman, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Proclamation Recognizing April 22, 2026 as Administrative Professionals Day
SPECIFIC ACTION REQUESTED:	Read and Present the Proclamation to Town Administrative Professionals
ITEM SUMMARY:	Every April annually, Administrative Professionals are recognized across the country for the work they do for organizations both public and private. The Town of Wendell acknowledges and appreciates our administrative professionals who work across every department daily to ensure smooth operations and support at all levels.

ATTACHMENTS:
Proclamation - Administrative Professionals' Day - April 22, 2026

TOWN OF WENDELL  **NORTH CAROLINA**

PROCLAMATION RECOGNIZING APRIL 22, 2026 AS ADMINISTRATIVE PROFESSIONALS' DAY

WHEREAS, Administrative Professionals play a critical role in coordinating the office operations of businesses, government, educational institutions, and other organizations; and

WHEREAS, Administrative Professionals are important front-line public relations ambassadors for their respective organizations and essential contributors to the team-oriented environments in which they work; and

WHEREAS, the duties of an Administrative Professional requires advanced knowledge and expertise in many skills, including communications, computer software, office equipment, project management, organization, customer service, and other office management responsibilities, and most importantly, have the willingness to learn and accept new challenges; and

WHEREAS, the Town of Wendell is incredibly proud of our talented and highly skilled Administrative Professional staff and officially recognize and appreciate their hard work, support, and continued professional growth.

NOW, THEREFORE, on behalf of the Wendell Town Board of Commissioners, I, Virginia Gray, Mayor of the Town of Wendell, do hereby proclaim April 22, 2026 as Administrative Professionals' Day in the Town of Wendell and encourage all employers within the Town to recognize and appreciate their administrative support.

DULY PROCLAIMED this 13th day of April, 2026.

Virginia R. Gray
Mayor

AGENDA ITEM NO. 4.c

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Mary Beth Tew, Administration
ITEM TYPE:	Proclamations
AGENDA SECTION:	RECOGNITIONS, REPORTS, AND PRESENTATIONS
SUBJECT:	Proclamation Recognizing April 18, 2026 as Line Worker Appreciation Day in the Town of Wendell
SPECIFIC ACTION REQUESTED:	Read and Present the Proclamation Recognizing April 18, 2026 as Line Worker Appreciation Day in the Town of Wendell
ITEM SUMMARY:	Presentation of a Proclamation Recognizing April 18, 2026 as Line Worker Appreciation Day in the Town of Wendell.

ATTACHMENTS:
Proclamation - 2026 Line Worker Appreciation Day

TOWN OF WENDELL NORTH CAROLINA

PROCLAMATION RECOGNIZING APRIL 18, 2026 AS LINE WORKER APPRECIATION DAY IN THE TOWN OF WENDELL

WHEREAS, on April 10, 2013, a resolution was passed in the United States Senate to recognize April 18 annually as National Lineman (Line Worker) Appreciation Day; and

WHEREAS, the profession of the electrical line worker is steeped in personal, family, and professional tradition; and

WHEREAS, line workers are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety officials, and to expedite the return of vital electrical power to our communities; and

WHEREAS, these brave men and women work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, risking and sometimes losing their lives to keep electricity flowing; and

WHEREAS, line workers are often faced with dangerous conditions, far from their families, as they work to construct and maintain energy infrastructure throughout the State of North Carolina and the United States; and

WHEREAS, line workers must use their technical knowledge, physical strength and ingenuity to achieve success in challenges they face every day; and

WHEREAS, the Town of Wendell thanks these skilled and heroic line workers who brave hurricanes, ice storms, snow storms, floods, and other natural disasters to maintain our community's energy grid.

NOW THEREFORE BE IT RESOLVED that I, Virginia Gray, Mayor of the Town of Wendell, North Carolina, do hereby proclaim Saturday, April 18, 2026 as "Line Worker Appreciation Day" in the Town of Wendell.

DULY PROCLAIMED, this the 13th day of April, 2026.

_____

Virginia R. Gray, Mayor

AGENDA ITEM NO. 5.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Discussion
AGENDA SECTION:	PUBLIC HEARINGS
SUBJECT:	Public Hearing on a Proposed Moratorium Ordinance Regulation on Data Centers, Data Processing Facilities, and Cryptocurrency Mining
SPECIFIC ACTION REQUESTED:	Hold a Public Hearing and Consider Making a Motion to Adopt the Attached Moratorium Ordinance Regulation on Data Centers, Data Processing Facilities, and Cryptocurrency Mining
ITEM SUMMARY:	The proposed moratorium would apply to acceptance, processing, or approval of applications for development permits related to Data Centers, Data Processing Facilities, and Cryptocurrency Mining. The Board of Commissioners at their March 23, 2026 regular meeting passed a resolution authorizing the town to initiate the moratorium process and notice a public hearing for the April 13, 2026 regular meeting; Purpose of the moratorium is to allow the Town sufficient time to study the potential impacts of such high intensity digital infrastructure on public infrastructure, environmental resources, land use compatibility, and community character, and to consider appropriate updates to the Town's Unified Development Ordinance (UDO). The Town is currently in the process of updating the UDO. The Town's current UDO does not clearly address the use of Data Centers, Data Processing Facilities, and Cryptocurrency Mining. The temporary moratorium would be commencing on April 13th and expiring on December 31, 2026 or upon approval of the new zoning regulations regarding data centers, data processing facilities, cryptocurrency mining operations and similar uses not yet defined in the UDO, whichever occurs

earlier.

The Town has not received an application for a Data Center. The action is staff requested to recommend protection of the public to ensure the land use code is updated in the event the Town ever receives an application in the future.

ATTACHMENTS:
O-12-2026 Moratorium Ordinance- Town of Wendell.docx
Resolution Data Centers- Setting Public Hearing.pdf

TOWN OF WENDELL NORTH CAROLINA

ORD #: O-12-2026

ORDINANCE OF THE TOWN OF WENDELL BOARD OF COMMISSIONERS INSTITUTING A TEMPORARY MORATORIUM ON THE PERMITTING OF DATA CENTERS, DATA PROCESSING FACILITIES, CRYPTOCURRENCY MINING OPERATIONS AND SIMILAR USES

WHEREAS, N.C. Gen. Stat. § 160D-107 authorizes local governments to adopt a temporary moratorium on any development approval required by law; and

WHEREAS, the Town of Wendell Unified Development Ordinance (UDO) does not define data centers, cryptocurrency mining, data processing, and other uses associated with data centers as specific uses; and

WHEREAS, the Board of Commissioners at their March 23, 2026 regular meeting passed a resolution authorizing the town to initiate the moratorium process and notice a public hearing for the April 13, 2026 regular meeting;

WHEREAS, after duly noticing a public hearing in accordance with N.C. Gen. Stat. § 160D-601, the Board of Commissioners held a public hearing at the April 13, 2026 regular meeting to receive public input on the proposed moratorium;

WHEREAS, the Board of Commissioners hereby adopts a temporary moratorium on development approvals for data centers, data processing facilities, cryptocurrency mining operations, and similar uses to protect the public interest and welfare of the residents of the Town of Wendell until regulations regarding the aforementioned uses are adopted.

BE IT ORDAINED by the Board of Commissioners of the Town of Wendell that:

1. A temporary moratorium is hereby imposed commencing on April 13, 2026, and expiring on December 31, 2026, or upon approval of new zoning regulations regarding data centers, data processing facilities, cryptocurrency mining operations, and similar uses not yet defined in the UDO, whichever occurs earlier. This moratorium specifically includes all land uses that involve data centers, data processing facilities, cryptocurrency mining, and similar uses in the incorporated areas and planning jurisdiction of the Town of Wendell.

   For purposes of this moratorium, “Data Center,” “Data Processing Facility,” and “Cryptocurrency Mining Operation” are used interchangeably to describe the use of land in which a building or dedicated space within a building, houses computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data include but are not limited to: computationally intensive applications such as cryptocurrency

mining, artificial intelligence computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. To support operations, such facilities may utilize air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure.

2. Pursuant to the requirements of N.C. Gen. Stat. § 160D-107, the Town makes the following statements:

    a. Data centers, data processing facilities, cryptocurrency mining operations, and other uses associated with data processing facilities require considerable amounts of electricity and water usage, which threaten to strain the Town's ability to provide these utilities to existing residences and businesses. Further uncertainty lies in the extent of greenhouse gas emissions, pollution, e-waste, noise, and other local impacts that these uses will have on residents and businesses near the facilities. The Wendell Planning Department is in the process of researching and studying the effects of these uses and will develop zoning standards in light of these findings. It is necessary and in the public interest for the Town to have sufficient time to develop such standards. The Town has looked at alternative solutions to a moratorium; however, there is no substitute for careful and deliberate planning, especially in light of the threat to public resources these uses pose without a thorough and coordinated plan to provide necessary utilities to these uses. The Town has determined that to simply allow this intensive land use to be permitted without regard to location, height, size, density, population, need for resources, and capacity to provide resources would be counter to the Town's goal of providing organized and responsible growth, and hinder implementation of the forthcoming updates to the UDO.

    b. All development approvals for data centers, data processing facilities, cryptocurrency mining operations, and any uses associated with data processing facilities are subject to the moratorium. A moratorium on these approvals will provide the Town with the opportunity to conduct meaningful research of the effects of these uses; evaluate the Town's capacity to provide utilities to these uses; and develop appropriate regulations as are necessary to ensure organized and responsible growth without sacrificing public health and safety.

    c. The moratorium shall begin on April 13, 2026 and shall last until December 31, 2026, or upon adoption of zoning regulation(s) addressing the land uses of data centers, data processing facilities, cryptocurrency mining, and associated uses, whichever occurs earlier. This moratorium is necessary to allow Town staff sufficient time to study these uses and their impacts, to consider zoning standards to appropriately address any such impacts, and to prepare amendments to the UDO to address data centers, data processing facilities, cryptocurrency mining, and associated uses prior to the expiration of the moratorium.

d. In the first four months of the moratorium, Planning Staff intends to study the impacts of data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities on the community, analyzing the effects on both residential and commercial areas within the town. Planning Staff intends to simultaneously investigate how other communities in North Carolina and surrounding states have addressed these impacts through zoning regulations. Planning Staff will develop the land use regulations required to ensure that data centers, data processing facilities, cryptocurrency mining, and any other uses associated with data processing facilities exist in harmony with the principles of organized and responsible growth. Subsequently, it is anticipated that a series of text amendments to the UDO will be proposed. In the following months, the legislative process will be followed to adopt such amendments. Public input will be sought during each part of the process. The research, policy development, and legislative processes necessitate a moratorium of at least six (6) months.

3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.
4. This ordinance shall become effective upon its adoption by the Wendell Board of Commissioners.

DULY ADOPTED this 13th day of April, 2026, while in regular session.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

TOWN OF WENDELL NORTH CAROLINA

RESOLUTION CALLING FOR A PUBLIC HEARING ON A PROPOSED MORATORIUM ORDINANCE REGULATION ON DATA CENTERS, DATA PROCESSING FACILITIES, AND CRYPTOCURRENCY MINING

RESOLUTION NO.: R-10-2026

WHEREAS, the Wendell Board of Commissioners is considering the adoption of a temporary development moratorium pursuant to N.C. Gen. Stat. 160D-107 and,

WHEREAS, the proposed moratorium would apply to the acceptance, processing, or approval of applications for development approvals related to data centers, data processing facilities, and cryptocurrency mining; and

WHEREAS, the purpose of the moratorium is to allow the Town sufficient time to study the potential impacts of digital infrastructure on public infrastructure, environmental resources, land use compatibility, and community character, and to consider appropriate amendments to the Town's Unified Development Ordinance (UDO); and

WHEREAS, the land uses of data center, data processing facilities, and cryptocurrency mining, are not clearly defined within the Town's UDO; and

WHEREAS, the Town of Wendell has begun updating its current Unified Development Ordinance; and

WHEREAS, prior to adopting a development moratorium, the Town is required to hold a public hearing and receive public comment on the proposed ordinance.

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

1. A public hearing shall be held on Monday April 13th, 2026 at 7:00pm at Wendell Town Hall, located at 409 Landing View Drive, to receive public input on the proposed moratorium ordinance concerning data centers, data processing facilities, and cryptocurrency mining.

2. The Town Clerk is directed to publish notice of the public hearing in accordance with NC Gen Stat 160D-601, including publication for two successive weeks, the first of which shall be at least ten (10) days prior to the hearing date.

Duly resolved this 23rd day of March, 2026, while in regular session.

Virginia R. Gray
Mayor

ATTEST:

Mary Beth Tew
Town Clerk

TOWN OF WENDELL INCORPORATED 1903 NORTH CAROLINA

AGENDA ITEM NO. 5.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Rezoning
AGENDA SECTION:	PUBLIC HEARINGS
SUBJECT:	Public Hearing to Annex (A25-01) and Rezone (CD25-01) Approximately +/- 2.82 Acres from Wake County Residential 30 (WC-R30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to Construct a Child Daycare.
SPECIFIC ACTION REQUESTED:	Hold a Public Hearing on the Proposed Annexation and Rezoning and Consider Making a Motion to Adopt the Attached Ordinance
ITEM SUMMARY:	Applications have been received for the annexation and rezoning of approximately 2.82 acres at 729 Eagle Rock Road (PIN 1774-45-6682) from Wake County Residential 30 (WC R-30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to create a commercial parcel containing a child daycare. The parcel is owned by 729 Eagle Rock LLC. The proposed daycare building is 12,614 square feet with a 7,050 square foot playground space in the rear. The parcel will connect to Eagle Rock Road in the front and to Old Battle Bridge Road in the rear.

ATTACHMENTS:

Saff Analysis - CD25-01 729 Eagle Rock.doc
729 Eagle Rock Site Plan
729 Eagle Rock Road_Neighborhood Meeting Package.pdf
Planning Board Recommendation - CD25-01.pdf
O-13-2026 - Ordinance Annexation Rezoning - 729 Eagle Rock.docx

Planning

Staff Analysis

Item Title: Public Hearing to Annex (A25-01) and Rezone (CD25-01) Approximately +/- 2.82 Acres from Wake County Residential 30 (WC-R30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to Construct a Child Daycare.

Item Summary:

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The proposed daycare building is 12,614 square feet with a 7,050 square foot playground space in the rear.

The parcel will connect to Eagle Rock Road in the front and to Old Battle Bridge Road in the rear.

Impacts to Town Services

The property will be required to annex into Town limits and as such will receive services from Town departments. With the development of the property, there could be a need for services from the Town's Police and Public Works departments. Secondary service impacts will be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are available to the property and would be provided by the City of Raleigh Public Utilities Department.

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Residential	NC-CD
South	Residential	NC-CD
East	Residential	R4-CD
West	Residential	WC R-30

To the north is Old Tarboro Residential and to the east is Peyton Place subdivision. To the south is LEO at Eagle Rock, a build to rent community. To the west are single family homes that are zoned Wake County Residential 30.

Zoning Map



Zoning District

The subject property is within Wake County's jurisdiction and will need to be annexed in conjunction with this rezoning.

The Neighborhood Center District is coded to provide for areas for residential and mixed-use development in close proximity to existing and planned neighborhood centers. The intent is to create higher density residential areas that complement commercial districts with physical proximity and pedestrian connectivity. Different housing types and lot styles are encouraged. Development in this district should encourage pedestrian use through connections to adjacent neighborhoods and the construction of mixed-use buildings.

The applicant is meeting the required setbacks for the NC district other than the maximum setback of 10 feet. They are asking for relief from that requirement via Condition 1.

Minimum setbacks for commercial buildings in the NC district are 0 for front and rear and 5 feet on an exterior zoning border or 0 feet within a NC zoned development.

Proposed Zoning Conditions

The applicant has proposed the following zoning conditions:

1. The proposed building will exceed the maximum setback limit due to site topography conditions.
2. The rear yard buffer between proposed commercial zoning and residential zoning districts will not meet width requirements for a Type B buffer yard. Width shall be what is required for a Type C buffer yard (10 feet reduced to 7.5 feet with addition of opaque fence) and will be planted to meet landscape requirements for Type B buffer yard.

Environmental

The applicant will need to obtain stormwater and sedimentation-erosion control permits from Wake County Environmental Services before any site work can commence. The proposed development plan must meet the requirements of the UDO. Wake County provides stormwater, sedimentation, and erosion control services for the Town of Wendell.

- The proposed plans show the development of one stormwater control measure.

Buffers

When a commercial use borders a single-family residential use, a 20-foot Type B buffer is required. The applicant requests that a 10-foot Type C buffer width, which would be reduced to 7.5 feet with an opaque fence, be allowed but they have agreed to install the amount of plantings that would be required if the Type B buffer were installed.

A Type B buffer is 20 feet wide and contains a tree every 25 feet and a shrub every 6 feet.

The single-family home properties to the east of the proposed 7.5 foot buffer have 20ft of open space at the rear of the lots.

Open Space

The UDO does not require open space dedication for commercial developments.

Streams and Wetlands

UDO Section 16.3 Environmental Survey requires that all streams, wetlands, floodplains, and other features be shown on preliminary plans.

- The plan shows a jurisdictional stream with a riparian buffer on the north side of the site.

Transportation

When projects are anticipated to have more than 100 peak hour trips or 1,000 daily trips, the UDO requires a Transportation Impact Analysis. A TIA was not required for this project as it did not meet the threshold.

The UDO does require right-of-way dedication, additional asphalt, sidewalk, and street trees with a change of use from residential to commercial. Those are shown on both the Eagle Rock and Old Battle Bridge road frontages.

Phasing

The development only has only phase.

Comprehensive Plan

The Wendell Blueprint 2030 Comprehensive Plan identifies this parcel Medium Residential Living 2.

PLACETYPE

MEDIUM RESIDENTIAL LIVING - 2

MRL-2

Characterized by moderate-density residential development, this area is composed of predominantly single-family detached homes but may have attached single-family units such as townhomes and duplexes. The mix of housing types is intended to create intergenerational neighborhoods. The average density of these neighborhoods is between 4 and 8 dwelling units per acre. Improved open spaces in the form of greens, pocket parks, and neighborhood parks are interspersed. Greenway trails connect internally as well as provide links to trails and walkways in neighboring development.



USES + BUILDINGS

Existing Development:
- *Single-family detached homes, up to 4 unit per acre sf/ac*
- *Attached single-family: Duplex*

New Development:
- *Medium-lot single-family detached homes*
- *Small-lot single-family detached homes*
- *Pocket neighborhood cottages*
- *Attached single-family: Duplex, Triplex, Townhome*

Both:
- *Accessory dwelling units**
- *Neighborhood centers and amenity buildings (clubhouses)*
- *Off-street parking*

STREET PATTERN

Street Pattern: *Grid / Modified Grid*

Max Block Length:
- *400'*
- *800' with mid-block pedestrian connections*

Connectivity:
Highly connected internally and externally (to adjacent development)

Street Types:
- *Private*
- *Local 2-lane*
- *Local 2-lane divided*

OPEN SPACE

- *Pocket parks*
- *Formal and informal greens*
- *Neighborhood parks*
- *Greenway trails*

The proposed development does not meet the description of the Medium Residential Living – 2 placetype as it does not allow for commercial development.

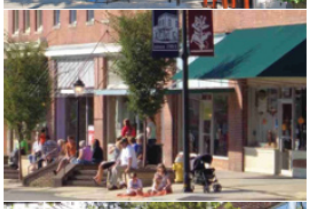
If this conditional district rezoning is approved, the placetype would be changed to Activity Center 1 which is intended for a mix of retail, restaurant, service, office and civic uses in addition to residential. The parcel is adjacent to other parcels designated as Activity Center.

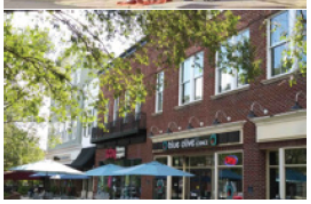
ACTIVITY CENTER 1

AC-1

These areas are intended to be centers of activity that include a mix of retail, restaurant, service, office, and civic uses in addition to a variety of residential housing types. The mix of uses can be horizontal as well as vertical where a change in use can occur between floors of the same building. Buildings of two or more stories are common, and connected streets include short block lengths and pedestrian facilities. Open space is integrated in the form of plazas and formal greens.







USES + BUILDINGS

- *Retail, including specialty and large-format*
- *Restaurants*
- *Movie theaters*
- *Personal services (branch banks, dry cleaners, tailors, hair and nail salons)*
- *Small to medium-sized offices*
- *Attached single-family (townhome)*
- *Multi-family (condominiums, apartments)*
- *Lodging, hotels*
- *Civic uses including governmental offices and services such as library branches*
- *Event spaces such as greens or amphitheaters*

STREET PATTERN

Street Pattern: *Grid, Modified Grid*
Max Block Length: *500'*
Connectivity:

- *High internal and external connectivity (to adjacent development and roadways)*
- *Includes many pedestrian amenities*

Street Types:

- *Private*
- *Local 2-lane with on-street parking*
- *Collector*

OPEN SPACE

- *Plazas and formal greens*
- *Gathering spaces that can be used for events, such as greens and amphitheaters*

Statement of Plan Consistency and Reasonableness

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

While the plan is not consistent with Blueprint Wendell 2030, it could be considered reasonable as it assists with the plan goal listed below:

- Centers of Activity CA1. *Support development of key nodes (large and small)*. Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses. This development is adjacent to developments designated as Activity Center 2 and 3.
- Economic Development E3.7. *Reduce retail leakage and increase spending on businesses here*. Daycares are in high demand as the Town grows. This site will help local families who might have to go to adjacent towns to find daycare.

Neighborhood Meeting

The applicant held an in-person neighborhood meeting on August 28, 2025. One neighbor was in attendance. Meeting minutes are added as an attachment.

Technical Review Committee (TRC) Comments:

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

Staff Comments:

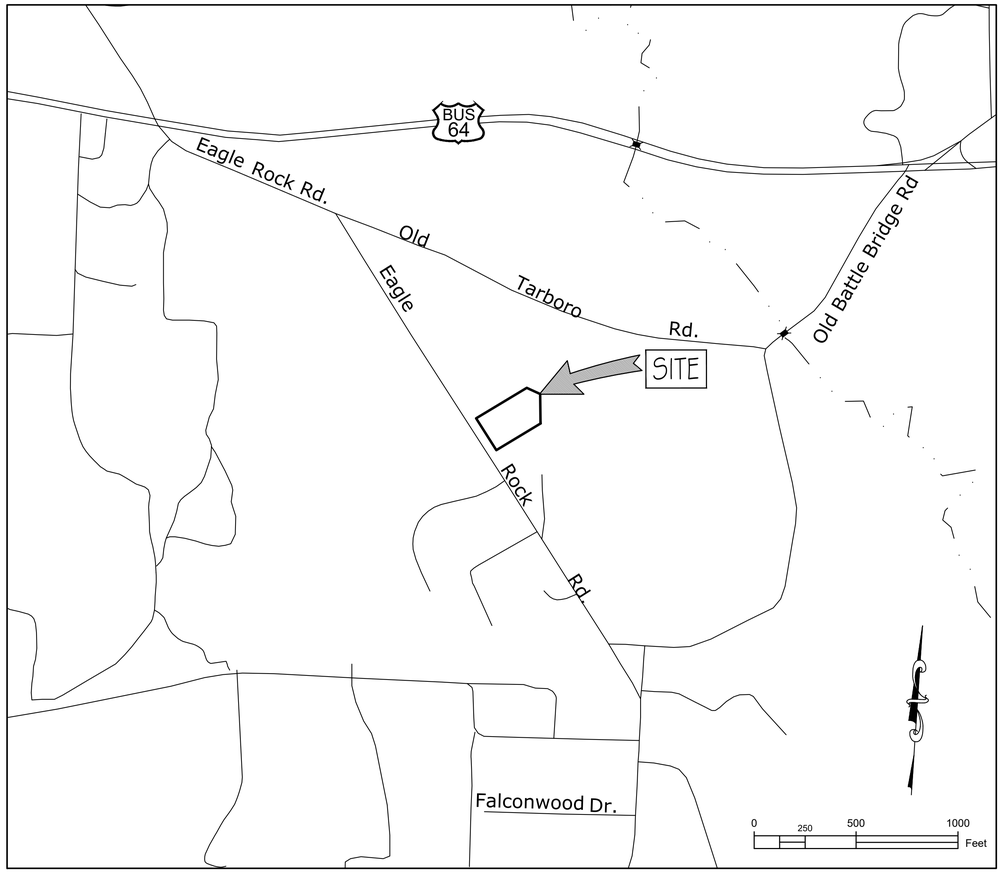
The proposed development is inconsistent with the Wendell Comprehensive Plan – Blueprint Wendell 2030 but could be considered reasonable since it fulfills the goals of the comprehensive plan noted above and therefore staff recommends approval.

SITE PLAN DRAWINGS FOR

729 EAGLE ROCK ROAD

729 EAGLE ROCK RD
WENDELL, NORTH CAROLINA 27591

CASE NO. CD25-01



PROJECT DATA:

1.	PROJECT ADDRESS:	729 EAGLE ROCK RD WENDELL, NC 27591
2.	PARCEL ID NO:	1774456682
3.	REID NO:	0164188
4.	CONSULTANT:	CSD ENGINEERING JOHN F. OGLESBY, PE 919-624-0997 |M 910-791-1551 |O 910-791-1501 |F john@csd-engineering.com
5.	PROPERTY OWNER:	729 EAGLE ROCK LLC PO BOX 1523 WRIGHTSVILLE BEACH, NC 28480 910-264-2009 hpeebles3@gmail.com
6.	EXISTING ZONING:	R-30 (WAKE COUNTY)
7.	PROPOSED ZONING:	NEIGHBORHOOD CENTER (NC) CONDITIONAL DISTRICT
8.	FUTURE LAND USE CLASS:	NEIGHBORHOOD CENTER (NC)
9.	PROPOSED LAND USE:	CHILD CARE CENTER (MORE THAN 8 PERSONS)
10.	PARCEL AREA	= 2.82 AC (122,839 SQ FT)
11.	MIN/MAX LOT AREA	= NONE
	LOT AREA	= 122,839 SQ FT
12.	MIN LOT WIDTH	= 32 FT
	LOT WIDTH	= 263.5 FT
13.	MIN LOT DEPTH	= NONE
	LOT DEPTH	= 384 FT (AVERAGE)
14.	MAX LOT COVERAGE	= 85 (% OF LOT AREA)
15.	MIN FRONT STREET SETBACK	= 0 FT
	MAX FRONT STREET SETBACK	= 10 FT
	PROP FRONT STREET SETBACK	= 165 FT
16.	MIN SIDE SETBACK	= 5 FT
	PROPOSED SIDE SETBACK	= 5 FT
17.	MIN REAR SETBACK:	= 10 FT
	PROPOSED REAR SETBACK	= 10 FT
18.	MAX BUILDING HEIGHT:	= 3 STORIES
19.	PROPOSED YARD BUFFERS:	= 10 FT IN REAR TO BE PLANTED AS TYPE B
20.	STREET SCAPE BUFFERS:	= 10 FT MIN FROM LOT LINES
21.	ACTUAL LOT COVERAGE:	= SEE LOT COVERAGE NOTE ON SHEET C3.0

PROPOSED CONDITIONS:

1. THE PROPOSED BUILDING WILL EXCEED THE MAXIMUM SETBACK LIMIT DUE TO SITE TOPOGRAPHY CONDITIONS.
2. THE REAR YARD BUFFER BETWEEN PROPOSED COMMERCIAL ZONING AND RESIDENTIAL ZONING DISTRICTS WILL NOT MEET WIDTH REQUIREMENTS FOR TYPE B BUFFER YARD. WIDTH SHALL BE WHAT IS REQUIRED FOR TYPE C BUFFER YARD (10 FEET AND REDUCED TO 7.5 FEET WITH ADDITION OF OPAQUE FENCE) AND WILL BE PLANTED TO MEET LANDSCAPE REQUIREMENTS FOR TYPE B BUFFER YARD.

GENERAL NOTES:

1. THIS MAP IS NOT FOR CONVEYANCE, RECORDATION OR SALES.
2. BOUNDARY & TOPOGRAPHIC SURVEY WAS PERFORMED BY JOHN DOWNING, PLS.
3. STORMWATER DRAINS TO UT BUFFALO CREEK (C;NSW); RIVER BASIN: NEUSE; STREAM INDEX: 27-57-16-(2).
4. THERE ARE JURISDICTIONAL STREAMS OR WETLANDS ON SITE; STREAM IS SUBJECT TO NC RIPARIAN BUFFER RULES.
5. WATER AND SEWER WILL BE PUBLIC, CITY OF RALEIGH PUBLIC UTILITIES.
6. THE SITE IS NOT LOCATED IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD ZONE (100-YEAR FLOODPLAIN); DFIRM NO. 3720177400K 7/19/22.
7. PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATIONS. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL.

RALEIGH WATER CONDITIONS OF APPROVAL

1. ALL WATER, SANITARY SEWER, AND REUSE FACILITIES SHALL BE INSTALLED, INSPECTED, TESTED, AND ACCEPTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT FOR OPERATIONS AND MAINTENANCE PRIOR TO FIRST CO.
2. A PETITION FOR ANNEXATION INTO THE TOWN LIMITS SHALL BE SUBMITTED IN ACCORDANCE WITH TOWN COUNCIL POLICY FOR EXTENSION OF UTILITY SERVICE TO PROPERTIES CURRENTLY OUTSIDE OF TOWN LIMITS PRIOR TO CONSTRUCTION.
3. CONSTRUCTION DRAWINGS MUST BE APPROVED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT FOR ALL PUBLIC WATER, PUBLIC SEWER, AND/OR PRIVATE SEWER EXTENSIONS PRIOR TO PLAT RECORDATION.

INDEX TO DRAWINGS

SHEET No.	DESCRIPTION	DRAWING No.
1 OF 13	COVER SHEET & LOCATION MAP	C1.0
2 OF 13	EXISTING CONDITIONS & DEMOLITION PLAN	C2.0
3 OF 13	SITE PLAN WITH OFFSITE IMPROVEMENTS	C3.0
4 OF 13	LANDSCAPE PLAN	C3.1
5 OF 13	PAVEMENT MARKING & SIGNING PLAN	C3.2
6 OF 13	SITE PLAN DETAILS	C3.3
X OF X	RESERVED FOR GRADING & DRAINAGE - OVERALL	C4.0
X OF X	RESERVED FOR GRADING & DRAINAGE PLAN DETAILS	C4.1
X OF X	RESERVED FOR GRADING & DRAINAGE PLAN DETAILS	C4.2
X OF X	RESERVED FOR GRADING & DRAINAGE PLAN DETAILS	C4.3
7 OF 13	UTILITY PLAN	C5.0
8 OF 13	UTILITY PLAN & PROFILE - FRONT WATER LINE	C5.1
9 OF 13	UTILITY PLAN & PROFILE - FRONT FIRE & WATER SERVICE	C5.2
10 OF 13	UTILITY PLAN & PROFILE - REAR FIRE HYDRANT ADDITION	C5.3
11 OF 13	UTILITY PLAN & PROFILE - SANITARY SEWER SERVICE	C5.4
12 OF 13	UTILITY PLAN DETAILS SH.1	C5.5
13 OF 13	UTILITY PLAN DETAILS SH.2	C5.6
X OF X	RESERVED FOR EROSION & SEDIMENT CONTROL PLAN	C6.3
X OF X	RESERVED FOR EROSION & SEDIMENT CONTROL PLAN	C6.4

INDEX TO DRAWINGS BY OTHERS

SHEET No.	DESCRIPTION	DRAWING No.
1 OF 2	ARCH - LICENSING PLAN (GROSS FLOOR AREA)	PR01
2 OF 2	ARCH - BUILDING ELEVATIONS	PR02

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE (ADMINISTRATOR) OR (TRC) OF THE TOWN OF WENDELL ON THE _____ DAY OF _____ 20___.

_____
ADMINISTRATOR

CITY OF RALEIGH
PUBLIC UTILITIES DEPARTMENT

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COVER SHEET & LOCATION MAP

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

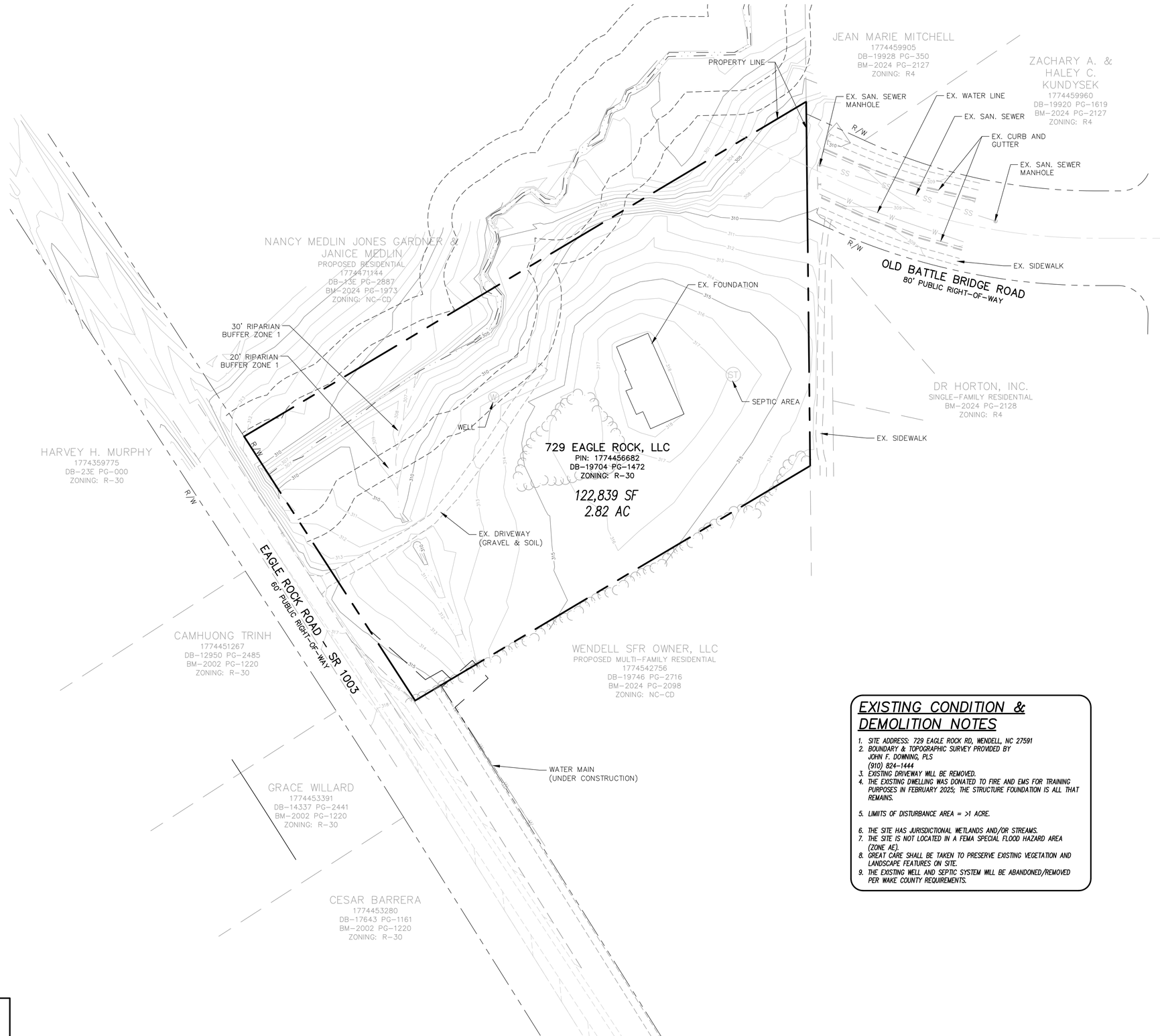
OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-2009

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOHN F. OGLESBY
PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: 1" = 500'
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25-0717

Sheet C1.0
Sheet No. 1 OF 13



EXISTING CONDITION & DEMOLITION NOTES

1. SITE ADDRESS: 729 EAGLE ROCK RD, WENDELL, NC 27591
2. BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY JOHN F. DOWNING, PLS (910) 824-1444
3. EXISTING DRIVEWAY WILL BE REMOVED.
4. THE EXISTING DWELLING WAS DONATED TO FIRE AND EMS FOR TRAINING PURPOSES IN FEBRUARY 2025; THE STRUCTURE FOUNDATION IS ALL THAT REMAINS.
5. LIMITS OF DISTURBANCE AREA = >1 ACRE.
6. THE SITE HAS JURISDICTIONAL WETLANDS AND/OR STREAMS.
7. THE SITE IS NOT LOCATED IN A FEMA SPECIAL FLOOD HAZARD AREA (ZONE AE).
8. GREAT CARE SHALL BE TAKEN TO PRESERVE EXISTING VEGETATION AND LANDSCAPE FEATURES ON SITE.
9. THE EXISTING WELL AND SEPTIC SYSTEM WILL BE ABANDONED/REMOVED PER WAKE COUNTY REQUIREMENTS.

0 20 40 80 Feet

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE (ADMINISTRATOR) OR (TRC) OF THE TOWN OF WENDELL ON THE _____ DAY OF _____ 20__.

_____
ADMINISTRATOR

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EXISTING CONDITIONS & DEMOLITION PLAN

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6089

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOHN F. OGLESBY
PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25-0717

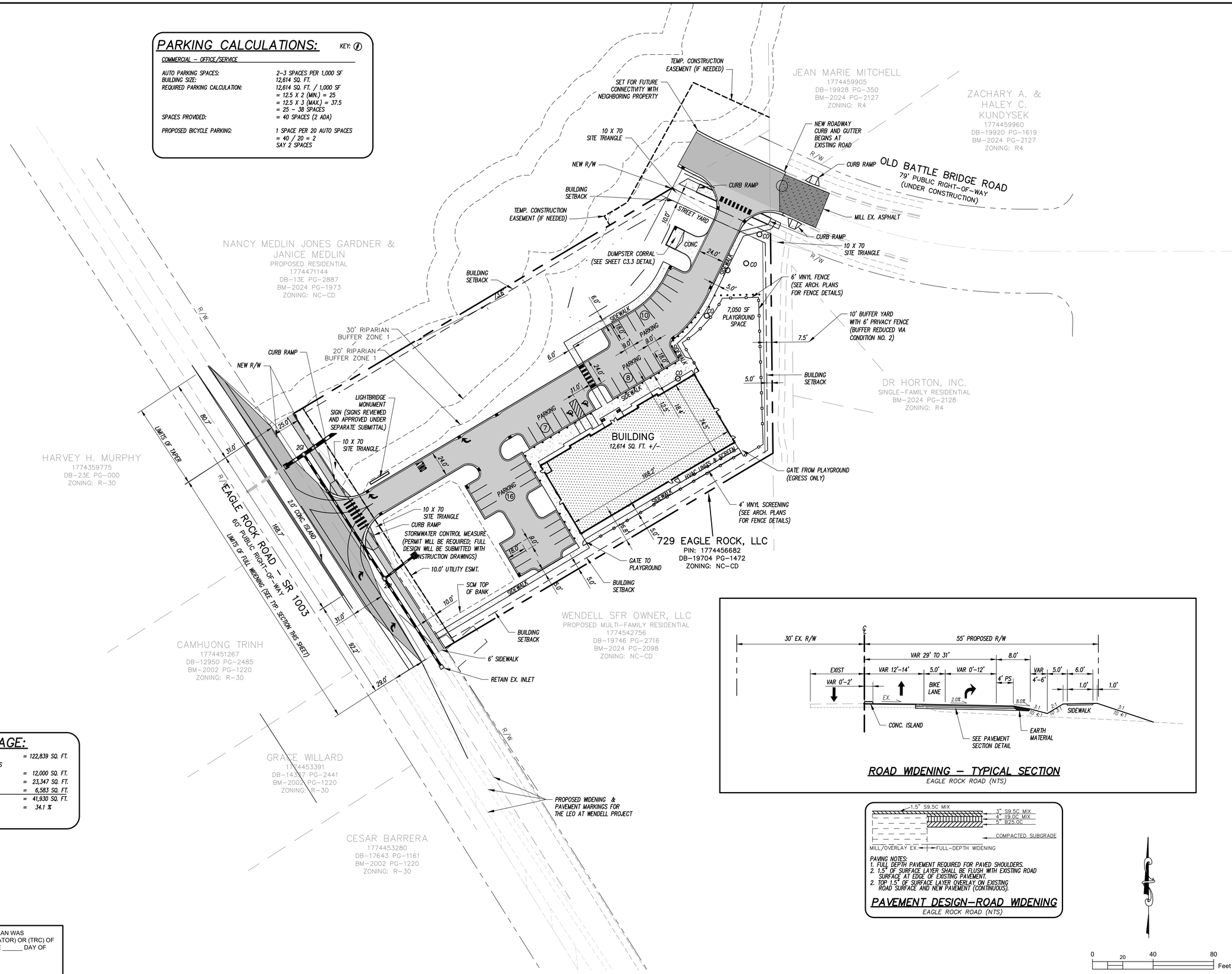
Sheet C2.0
Sheet No. 2 OF 13

PARKING CALCULATIONS:

KEY: (F)

COMMERCIAL – OFFICE/SERVICE

AUTO PARKING SPACES:	2–3 SPACES PER 1,000 SF
BUILDING SIZE:	12,614 SQ. FT.
REQUIRED PARKING CALCULATION:	12,614 SQ. FT. / 1,000 SF = 12.5 X 2 (MIN.) = 25 = 12.5 X 3 (MAX.) = 37.5 = 25 – 38 SPACES
SPACES PROVIDED:	= 40 SPACES (2 ADA)
PROPOSED BICYCLE PARKING:	1 SPACE PER 20 AUTO SPACES = 40 / 20 = 2 SAY 2 SPACES



LOT COVERAGE:

PARCEL AREA	=	122,839 SQ. FT.
PROPOSED ON–SITE IMPERVIOUS		
BUILDING ADDITION	=	12,000 SQ. FT.
DRIVEWAY & PARKING	=	23,347 SQ. FT.
NEW SIDEWALK	=	6,583 SQ. FT.
TOTAL	=	41,930 SQ. FT.
COVERAGE	=	34.1 %

ROAD WIDENING – TYPICAL SECTION

EAGLE ROCK ROAD (NTS)

PAVING NOTES:
1. FULL DEPTH PAVEMENT REQUIRED FOR PAVED SHOULDERS.
2. 1.5" OF SURFACE LAYER SHALL BE FLUSH WITH EXISTING ROAD SURFACE AT EDGE OF EXISTING PAVEMENT.
2. TOP 1.5" OF SURFACE LAYER OVERLAY ON EXISTING ROAD SURFACE AND NEW PAVEMENT (CONTINUOUS).

PAVEMENT DESIGN–ROAD WIDENING

EAGLE ROCK ROAD (NTS)

I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE (ADMINISTRATOR) OR (TRC) OF THE TOWN OF WENDELL ON THE _____ DAY OF _____ 20___.

_____
ADMINISTRATOR

0 20 40 80 Feet

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SITE PLAN
WITH OFFSITE IMPROVEMENTS

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

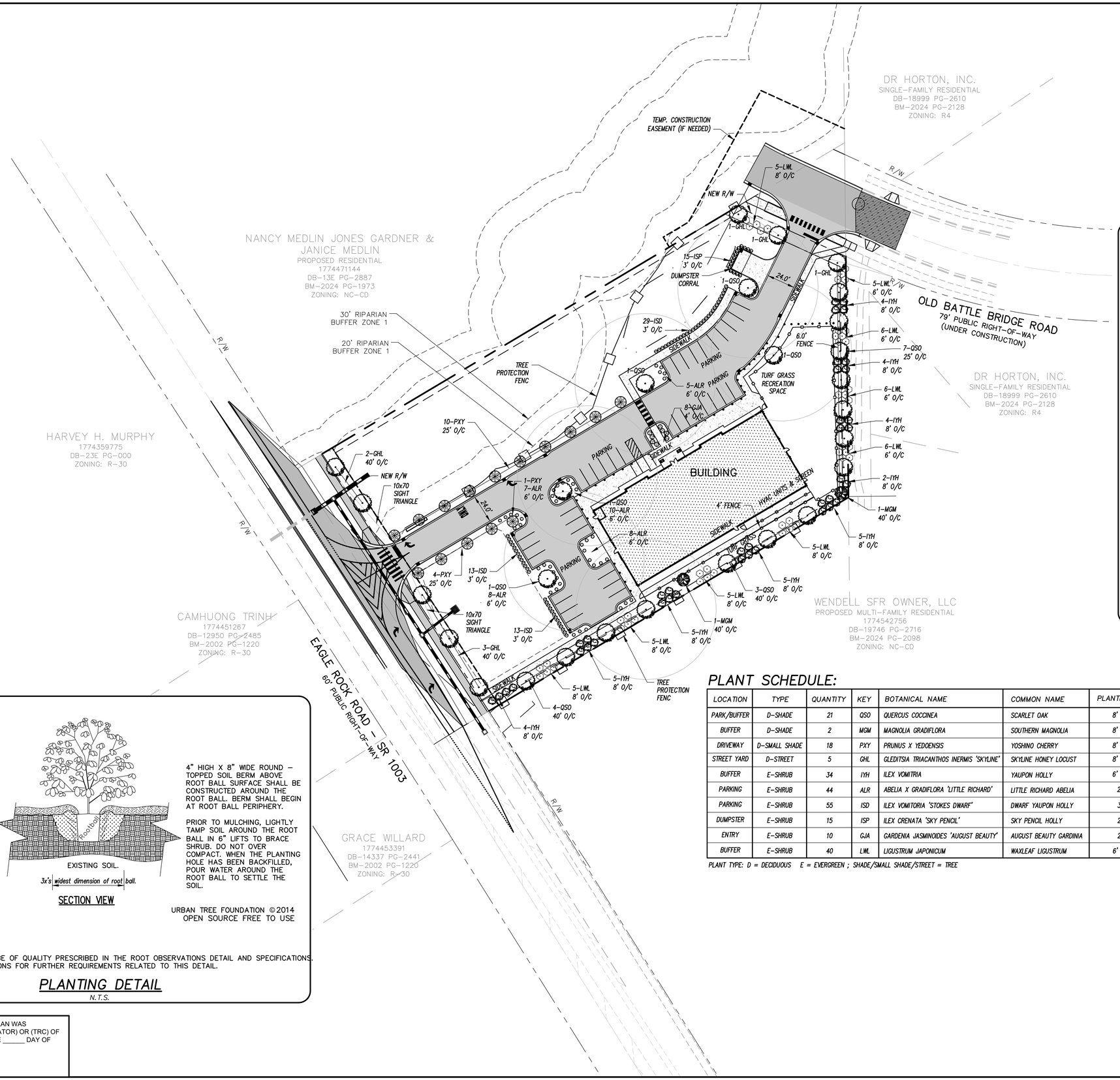
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOHN F. OGLESBY

PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

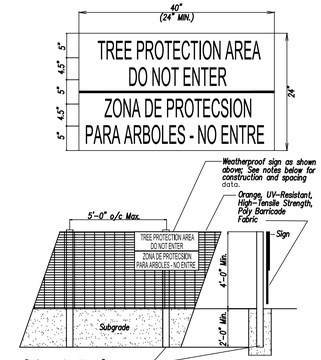
DATE: 2/24/2026
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25–0717

Sheet **C3.0**
Sheet No. 3 OF 13



LANDSCAPE PLAN LEGEND:

- SCARLET OAK (QSO)
- SOUTHERN MAGNOLIA (MGM)
- YOSHINO CHERRY (PXY)
- YAUPON HOLLY (IYH)
- LITTLE RICHARD ABELIA (ALR)
- DWARF YAUPON HOLLY (ISD)
- SKY PENCIL HOLLY (ISP)
- AUGUST BEAUTY GARGENIA (GJA)
- WAXLEAF LIGUSTRUM (LWL)



NOTES:

1. INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR THE INITIAL ON-SITE INSPECTION.
2. WARNING SIGNS TO BE MADE OF DURABLE, WEATHERPROOF MATERIAL.
3. LETTERS ARE TO BE 3" HIGH MINIMUM, CLEARLY LEGIBLE AND SPACED AS DETAILED.
4. SIGNS ARE TO BE PLACED NO GREATER THAN 150' ON-CENTER.
5. PLACE SIGN AT EACH END OF LINEAR TREE PROTECTION AREAS AND 150' ON-CENTER THEREAFTER.
6. ATTACH SIGNS SECURELY TO FENCE POSTS AND FABRIC.
7. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT.

TP **TREE PROTECTION FENCE**
NTS

SECTION VIEW

NOTES:
1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

PLANTING DETAIL
N.T.S.

PLANT SCHEDULE:

LOCATION	TYPE	QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	PLANTING HT.	PLANTING SIZE	ROOT	MATURE HT.
PARK/BUFFER	D-SHADE	21	QSO	QUERCUS COCCINEA	SCARLET OAK	8' MIN.	2" CALIPER	BALLED & BURLAPPED	50' - 80'
BUFFER	D-SHADE	2	MGM	MAGNOLIA GRADIFLORA	SOUTHERN MAGNOLIA	8' MIN.	2" CALIPER	BALLED & BURLAPPED	60' - 80'
DRIVEWAY	D-SMALL SHADE	18	PXY	PRUNUS X YEDOENSIS	YOSHINO CHERRY	8' MIN.	2" CALIPER	BALLED & BURLAPPED	20' - 30'
STREET YARD	D-STREET	5	GHL	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	SKYLINE HONEY LOCUST	8' MIN.	2" CALIPER	BALLED & BURLAPPED	20' - 30'
BUFFER	E-SHRUB	34	IYH	ILEX VOMITRIA	YAUPON HOLLY	6' MIN.	1.5" CALIPER	BALLED & BURLAPPED	10' - 20'
PARKING	E-SHRUB	44	ALR	ABELIA X GRADIFLORA 'LITTLE RICHARD'	LITTLE RICHARD ABELIA	24"	3 GALLON	CONTAINER	3'
PARKING	E-SHRUB	55	ISD	ILEX VOMITORIA 'STOKES DWARF'	DWARF YAUPON HOLLY	36"	3 GALLON	CONTAINER	3'
DUMPSTER	E-SHRUB	15	ISP	ILEX CRENATA 'SKY PENCIL'	SKY PENCIL HOLLY	24"	3 GALLON	CONTAINER	3'
ENTRY	E-SHRUB	10	GJA	GARDENIA JASMINOIDES 'AUGUST BEAUTY'	AUGUST BEAUTY GARDINIA	24"	3 GALLON	CONTAINER	3'
BUFFER	E-SHRUB	40	LWL	LIGUSTRUM JAPONICUM	WAXLEAF LIGUSTRUM	6' MIN.	1.5" CALIPER	BALLED & BURLAPPED	6' -12'

PLANT TYPE: D = DECIDUOUS E = EVERGREEN ; SHADE/SMALL SHADE/STREET = TREE

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_____
ADMINISTRATOR

0 20 40 80 Feet

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LANDSCAPE PLAN
WITH TREE PROTECTION

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6099

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOSEPH T. FOGLESONG
PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25-0717

Sheet C3.1
Sheet No. 4 OF 13

SIGNING NOTES

ELECTRIC VEHICLE CHARGING STATION SPACES SHALL BE RESERVED FOR THE CHARGING OF ELECTRIC VEHICLES ONLY AND SHALL BE POSTED WITH SIGNAGE IDENTIFYING THE SPACES AS RESERVED ONLY FOR THE CHARGING OF ELECTRIC VEHICLES, AMPERAGE AND VOLTAGE LEVELS, AND ENFORCEABLE TIME LIMITS OR TOW AWAY PROVISIONS, AND CONTACT INFORMATION FOR REPORTING NON-OPERATING EQUIPMENT OR OTHER PROBLEMS.

SIGNING LEGEND

(A1) PARKING ONLY — R59-A
VAN ACCESSIBLE ADA SYMBOL PAINT AND SIGN LOCATIONS (SEE DETAILS SHEET C3.3)

(A2) PARKING ONLY — R59-A
ADA SYMBOL PAINT AND SIGN LOCATIONS (SEE DETAILS SHEET C3.3)

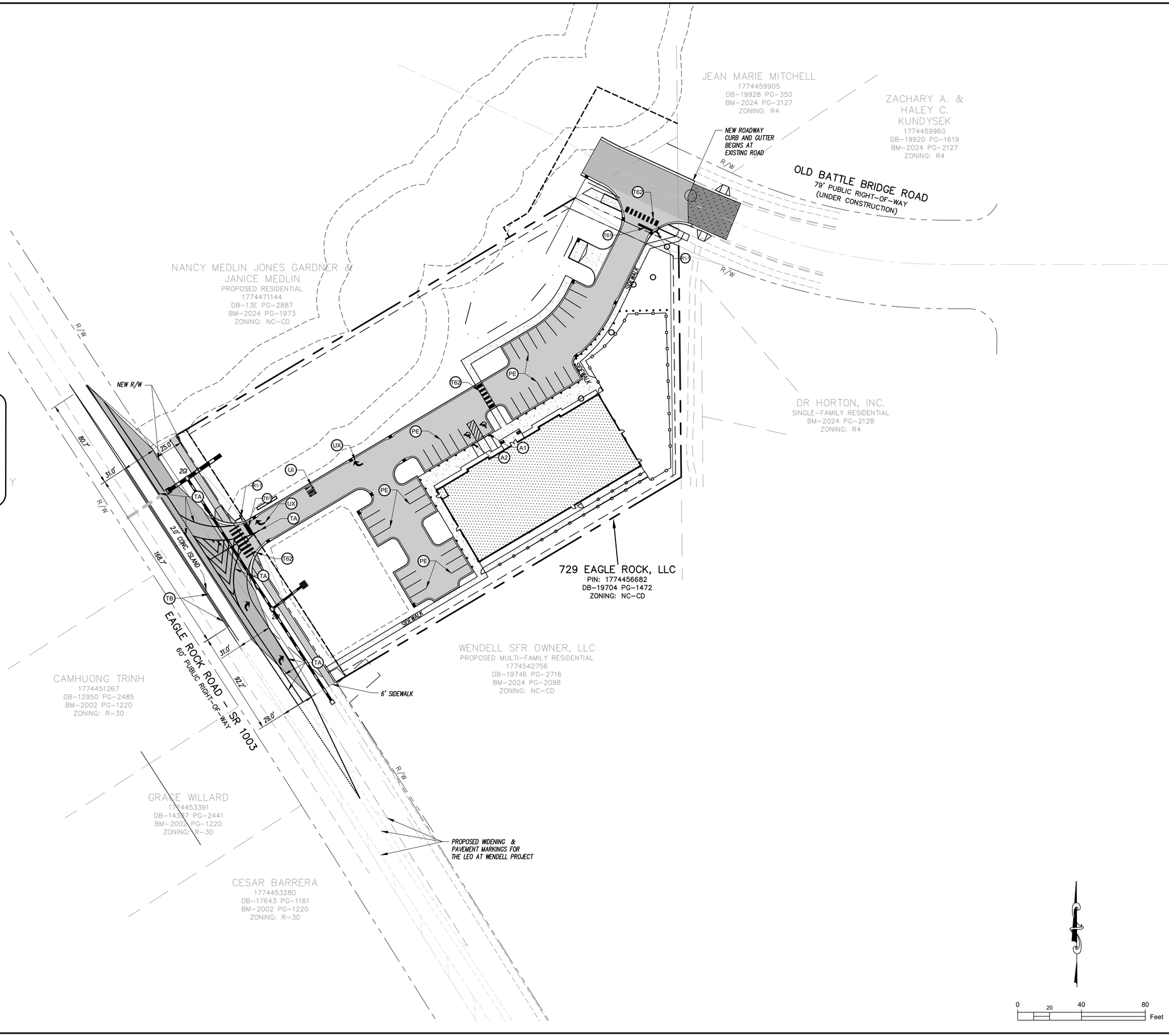
(R1-1) STOP — STOP SIGN 30" x 30" (ONE "U" POST PER SIGN)

PAVEMENT MARKING NOTES

1. PAVEMENT MARKINGS WILL BE CONSISTENT WITH MUTCD AND NCDOT STANDARD SPECIFICATIONS.
2. PAVEMENT PARKINGS WITHIN PARKING LOT WILL BE PAINT PER MUTCD AND NCDOT SPECIFICTIONS.
3. HIGH-VISIBILITY CROSSWALKS, FIRE LANES, AND STOP BARS WITHIN PUBLIC RIGHT-OF-WAY WILL BE THERMOPLASTIC.

PAVEMENT MARKING LEGEND

ON-SITE (PAINT)	NCDOT R/W (THERMOPLASTIC)
(PE) 4" WHITE SOLID LANE LINE	(T61) 24" WHITE STOPBAR (90 MIL)
	(T62) 24" WHITE CROSSWALK LINE (90 MIL)
	(TA) 4" WHITE EDGELINE (90 MIL)
	(TB) 4" YELLOW EDGELINE (90 MIL)
	(UX) FISH-HOOK LEFT/RIGHT ARROW (90 MIL)
	(UI) ALPHANUMERIC CHAR. (120 MIL)



I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE (ADMINISTRATOR) OR (TRC) OF THE TOWN OF WENDELL ON THE _____ DAY OF _____ 20___.

_____
ADMINISTRATOR

0 20 40 80 Feet

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SITE PLAN
PAVEMENT MARKING & SIGNING

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

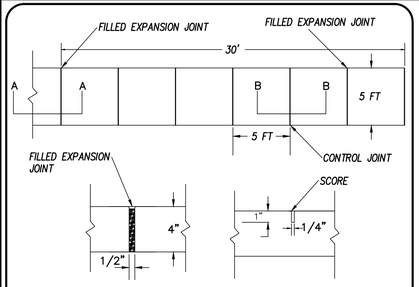
OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOHN F. OGLESBY
PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
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VERT. SCALE: N/A
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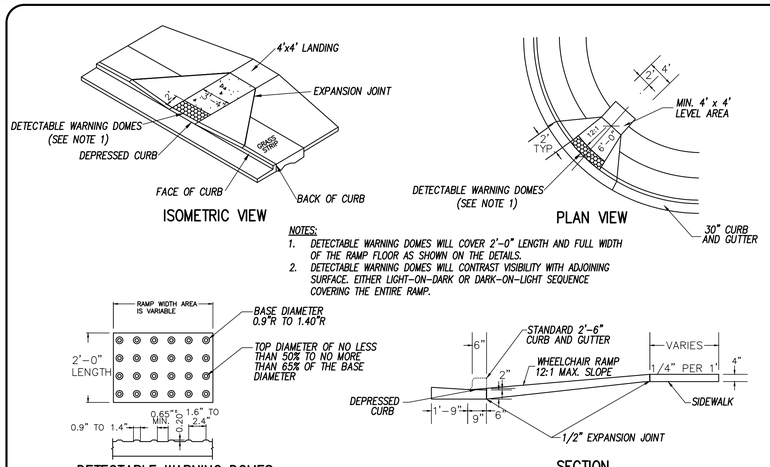
Sheet C3.2
Sheet No. 5 OF 13



GENERAL NOTES:
1. JOINT MATERIAL TO COMPLY WITH CURRENT NCDOT STANDARDS.
2. SANITARY SEWER CLEAN-OUTS, WATER METERS, MANHOLES, AND VALVE LIDS TO BE LOCATED OUTSIDE SIDEWALK WHERE FEASIBLE
3. CONCRETE FOR ALL SIDEWALKS (EXCEPT ANY PORTION CONTAIN WITHIN A DRIVEWAY APRON) SHALL BE CLASS "A" – 3,000 PSI.
4. MINIMUM REPLACEMENT FOR REPAIRS IS A 5' X 5' PANEL
5. 4" STONE BASE MAY BE REQUIRED FOR POOR SOIL CONDITIONS
6. MINIMUM DEPTH FOR TUNNELING BELOW SIDEWALK IS 12"
7. MAX ADJACENT GROUND SLOPE WITHOUT RAILING IS 2:1
8. MIN GRADE FOR PROPER DRAINAGE IS 1% IN AT LEAST 1 DIRECTION. MAX CROSS SLOPE IS 2% ,MAX LONGITUDINAL SLOPE IS 8.3%, 10% IF LIMITED BY EXISTING CONDITIONS, OR NO GREATER THAN THE SLOPE OF THE EXISTING ADJACENT ROAD.

STANDARD SIDEWALK DETAIL

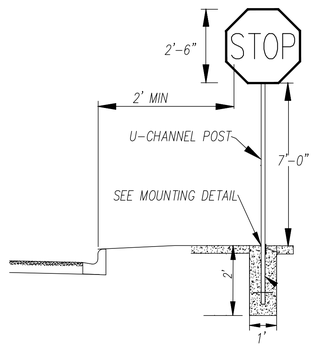
NOT TO SCALE



NOTES:
1. DETECTABLE WARNING DOMES WILL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
2. DETECTABLE WARNING DOMES WILL CONTRAST VISIBILITY WITH ADJOINING SURFACE. EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT SEQUENCE COVERING THE ENTIRE RAMP.

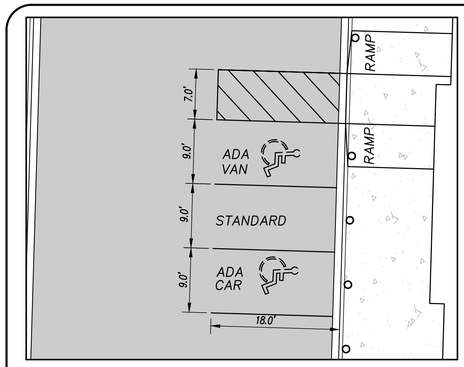
STANDARD "ADA" RAMP DETAIL

NOT TO SCALE



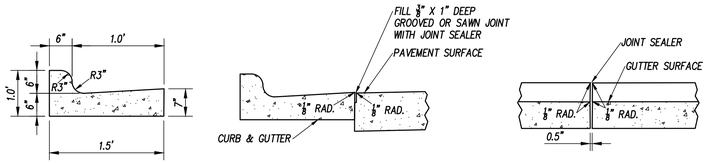
STOP SIGN INSTALLATION

NOT TO SCALE



PARKING SPACE & ADA RAMP DETAIL

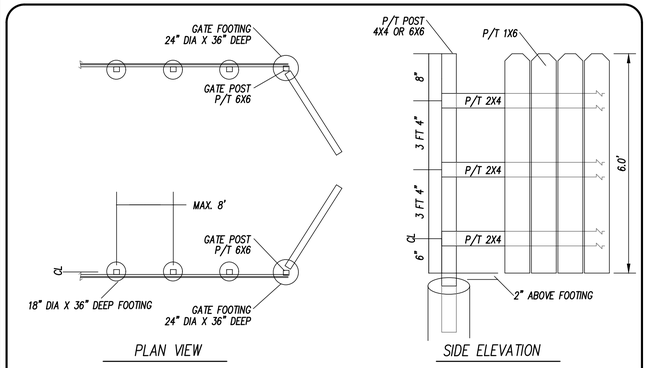
NOT TO SCALE



GENERAL NOTES:
1. USE NCDOT CLASS B CONCRETE (MIN. 3000 PSI).
2. PLACE CONSTRUCTION JOINTS AT 10' INTERVALS, EXCEPT THAT A 15" SPACING MAY BE USED WHEN A MACHINE IS USED OR WHEN SATISFACTORY SUPPORT FOR THE FACE FORM CAN BE OBTAINED WITHOUT THE USE OF TEMPLATES AT 10' INTERVALS.
3. JOINT SPACING MAY BE ALTERED IF REQUIRED BY ENGINEER.
4. CONTRACTION JOINTS MAY BE INSTALLED WITH THE USE OF TEMPLATES OR FORMED BY OTHER APPROVED METHODS; CONSTRUCT NON-TEMPLATE FORMED JOINTS A MIN. OF 1.5" DEEP.
5. FILL ALL CONSTRUCTION JOINTS, EXCEPT IN 8" X 6" MEDIAN CURB, WITH JOINT FILLER AND SEALER.
6. SPACE EXPANSION JOINTS AT 90' INTERVALS AND ADJACENT TO A RIGID OBJECTS (I.E. CATCH BASIN).

CONCRETE CURB & GUTTER

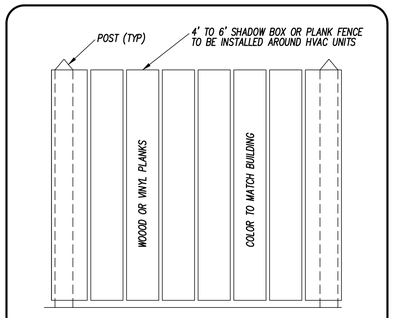
NTS



P/T = PRESSURE TREATED

WOOD "STOCKADE" PRIVACY FENCE

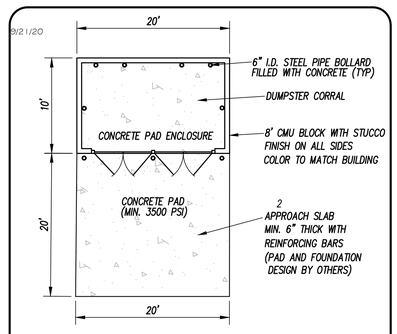
N.T.S.



ENSURE PROPER HEIGHT TO SCREEN HVAC UNITS

HVAC UNIT SCREENING (TYP)

(NOT TO SCALE)



DUMPSTER APPROACH & CORRAL

(NOT TO SCALE)

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(910) 791-4441

SITE PLAN
DETAILS SH.1

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SITE PLAN/CONSTRUCTION DRAWINGS FOR:
729 EAGLE ROCK ROAD
LOCATED IN WENDELL, WAKE COUNTY, NORTH CAROLINA

OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

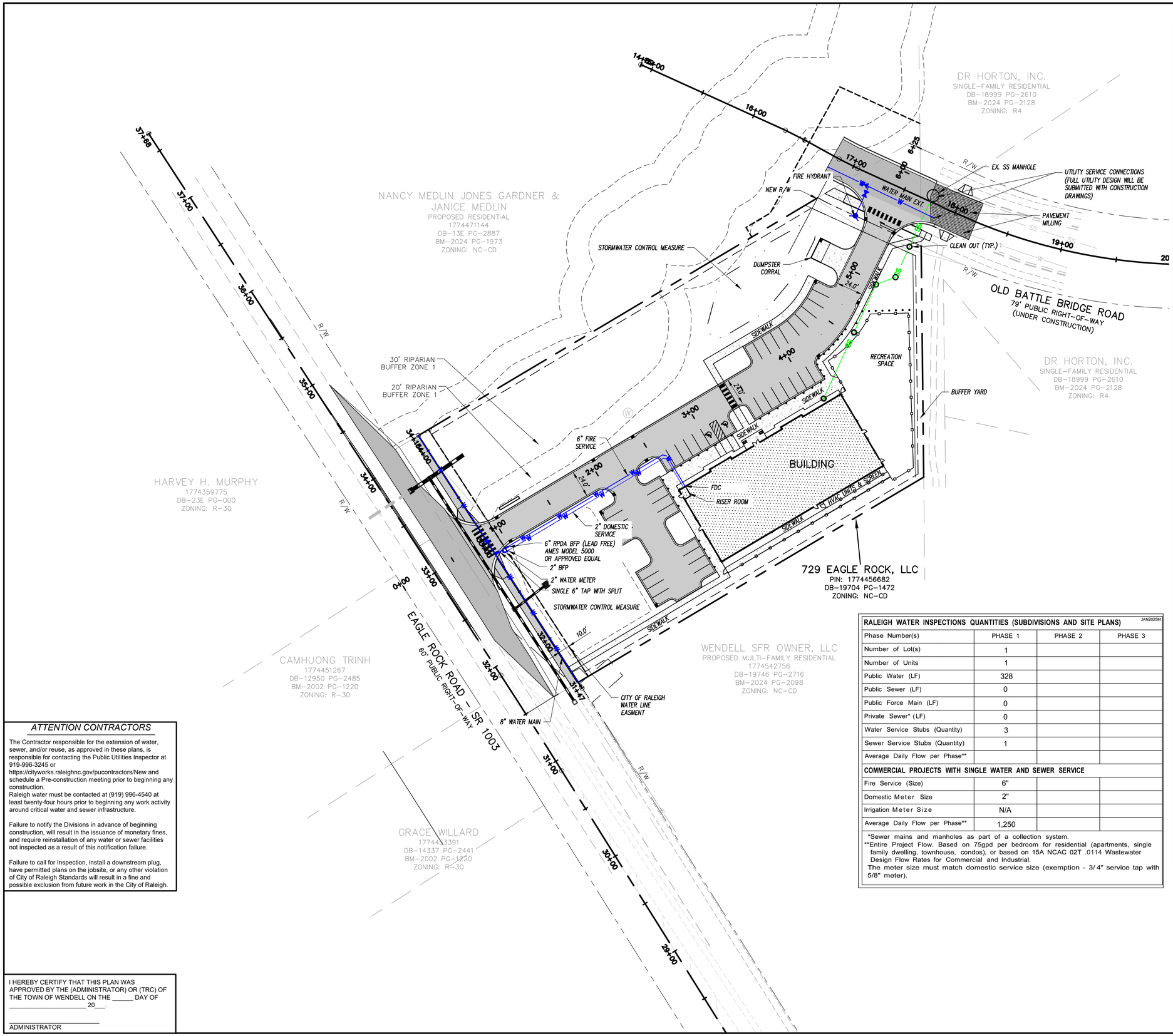
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 032721 JOHN F. OGLESBY

PLAN NOT RELEASED FOR CONSTRUCTION

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: N/A
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25-0717

Sheet C3.3
Sheet No. 6 OF 13



CITY OF RALEIGH UTILITY NOTES:

1. ALL MATERIALS & CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CITY OF RALEIGH DESIGN STANDARDS, DETAILS & SPECIFICATIONS (REFERENCE: CORPUD HANDBOOK, CURRENT EDITION)
2. UTILITY SEPARATION REQUIREMENTS:
   a) A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25 FROM A PRIVATE WELL OR 50 FROM A PUBLIC WELL.
   b) WHEN INSTALLING WATER &/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
   c) WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATERMAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10'ON EACH SIDE OF CROSSING MUST BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS.
   d) 5.0'MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER
   e) MAINTAIN 18'MIN. VERTICAL SEPARATION AT ALL WATERMAIN & RCP STORM DRAIN CROSSINGS; MAINTAIN 18'MIN. VERTICAL SEPARATION AT ALL SANITARY SEWER & RCP STORMDRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS & A CONCRETE CRADLE HAVING 6"MIN. CLEARANCE (PER CORPUD DETAILS W- 41 & S-49).
   f) ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18'MIN. VERTICAL SEPARATION REQUIRED.
3. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN &/OR PROFILE BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
4. DEVELOPER SHALL PROVIDE 30 DAYS ADVANCE WRITTEN NOTICE TO OWNER FOR ANY WORK REQUIRED WITHIN AN EXISTING CITY OF RALEIGH UTILITY EASEMENT TRAVERSING PRIVATE PROPERTY.
5. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING RESIDENCES & BUSINESSES THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE PRECEDED BY A 24-HOUR ADVANCE NOTICE TO THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT.
6. SEWER BYPASS PUMPING -A BYPASS PLAN SEALED BY AN NC PROFESSIONAL ENGINEER SHALL BE PROVIDED TO RALEIGH WATER PRIOR TO PUMPING OPERATIONS FOR APPROVAL. THE OPERATIONS AND EQUIPMENT SHALL COMPLY WITH THE PUBLIC UTILITIES HANDBOOK.
7. 3.0 MINIMUM COVER IS REQUIRED ON ALL WATER MAINS & SEWER FORCE MAINS. 4.0 MINIMUM COVER IS REQUIRED ON ALL REUSE MAINS.
8. IT IS THE DEVELOPER'S RESPONSIBILITY TO ABANDON OR REMOVE EXISTING WATER & SEWER SERVICES NOT BEING USED IN REDEVELOPMENT OF A SITE UNLESS OTHERWISE DIRECTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT. THIS INCLUDES ABANDING TAP AT MAIN & REMOVAL OF SERVICE FROM ROW OR EASEMENT PER CORPUD HANDBOOK PROCEDURE.
9. INSTALL WATER SERVICES WITH METERS LOCATED AT ROW OR WITHIN A 2'X2' WATERLINE EASEMENT IMMEDIATELY ADJACENT. IT IS THE APPLICANT'S RESPONSIBILITY TO PROPERLY SIZE THE WATER SERVICE FOR EACH CONNECTION TO PROVIDE ADEQUATE FLOW & PRESSURE.
10. INSPECTIONS OF 4" AND LARGER WATER MAINS OF THE PRIVATE DISTRIBUTION SYSTEM WILL BE INSPECTED AS PART OF THE INFRASTRUCTURE PERMIT.
11. PRIVATE SEWER MAINS AS PART OF A COLLECTION SYSTEM ARE PERMITTED AND INSPECTED UNDER THE PRIVATE INFRASTRUCTURE PERMIT FOR SEWER.
12. ANY WATER OR SEWER SERVICES ON PRIVATE PROPERTY THAT WILL BE INSTALLED UNDER CONSTRUCTION DRAWINGS MAY REQUIRE A PLUMBING UTILITY PERMIT IN THE CITY OF RALEIGH. CONSULT WITH THE ENGINEERING INSPECTION COORDINATOR DURING THE PRE-CONSTRUCTION MEETING ON THE NECESSARY PERMITS.
13. INSTALL SEWER SERVICES WITH CLEANOUTS LOCATED AT ROW OR EASEMENT LINE & SPACED PER THE CURRENT NC PLUMBING CODE.
14. PRESSURE REDUCING VALVES ARE REQUIRED ON ALL WATER SERVICES EXCEEDING 80 PSI; BACKWATER VALVES ARE REQUIRED ON ALL SANITARY SEWER SERVICES HAVING BUILDING DRAINS LOWER THAN 1.0' ABOVE THE NEXT UPSTREAMMANHOLE.
15. ALL ENVIRONMENTAL PERMITS APPLICABLE TO THE PROJECT MUST BE OBTAINED FROM NCDWQ, USACE &/OR FEMA FOR ANY RIPARIAN BUFFER, WETLAND &/OR FLOODPLAIN IMPACTS (RESPECTIVELY) PRIOR TO CONSTRUCTION.
16. NCDOT / RAILROAD ENCROACHMENT AGREEMENTS ARE REQUIRED FOR ANY UTILITY WORK (INCLUDING MAIN EXTENSIONS & SERVICE TAPS) WITHIN STATE OR RAILROAD ROW PRIOR TO CONSTRUCTION.
17. GREASE INTERCEPTOR / OIL WATER SEPARATOR SIZING CALCULATIONS & INSTALLATION SPECIFICATIONS SHALL BE APPROVED BY THE RW FOG PROGRAM COORDINATOR PRIOR TO ISSUANCE OF A UC AND/OR BUILDING PERMIT. CONTACT (919) 996-4516 OR FOG@RALEIGHNC.GOV FOR MORE INFORMATION.
18. CROSS-CONNECTION CONTROL PROTECTION DEVICES ARE REQUIRED BASED ON THE DEGREE OF HEALTH HAZARD INVOLVED AS LISTED IN APPENDIX B OF THE RULES GOVERNING PUBLIC WATER SYSTEMS IN NORTH CAROLINA.
19. THE DEVICES SHALL MEET THE AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE) STANDARDS AND BE ON THE UNIVERSITY OF SOUTHERN CALIFORNIA APPROVAL LIST.
20. THE DEVICE AND INSTALLATION SHALL MEET THE GUIDELINES OF APPENDIX A -GUIDELINES AND REQUIREMENTS FOR THE CROSS CONNECTION PROGRAM IN RALEIGH'S SERVICE AREA.
21. THE DEVICES SHALL BE INSTALLED AND TESTED (BOTH, INITIAL AND PERIODIC TESTING THEREAFTER) IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR THE LOCAL CROSS CONNECTION CONTROL PROGRAM, WHICHEVER IS MORE STRINGENT. CONTACT CROSS.CONNECTION@RALEIGHNC.GOV FOR MORE INFORMATION.
22. NOTICE FOR PROJECTS THAT INVOLVE AN OVERSIZED MAIN OR URBAN MAIN REPLACEMENT. ANY CITY REIMBURSEMENT GREATER THAN $250,000.00 MUST UNDERGO THE PUBLIC BIDDING PROCESS.
23. PRIVATE SUB-METERING – NO RESALE OF WATER SHALL OCCUR WITHOUT APPROVAL OF THE NORTH CAROLINA UTILITY COMMISSION. SUB-METERING SHALL BE IN ACCORDANCE WITH SECTION 1400 OF THE "SAFE DRINKING WATER ACT".

RALEIGH WATER INSPECTIONS QUANTITIES (SUBDIVISIONS AND SITE PLANS) JAN2025M

Phase Number(s)	PHASE 1	PHASE 2	PHASE 3
Number of Lot(s)	1		
Number of Units	1		
Public Water (LF)	328		
Public Sewer (LF)	0		
Public Force Main (LF)	0		
Private Sewer* (LF)	0		
Water Service Stubs (Quantity)	3		
Sewer Service Stubs (Quantity)	1		
Average Daily Flow per Phase**			
COMMERCIAL PROJECTS WITH SINGLE WATER AND SEWER SERVICE			
Fire Service (Size)	6"		
Domestic Meter Size	2"		
Irrigation Meter Size	N/A		
Average Daily Flow per Phase**	1,250		

*Sewer mains and manholes as part of a collection system.
**Entire Project Flow. Based on 75gpd per bedroom for residential (apartments, single family dwelling, townhouse, condos), or based on 15A NCAC 02T .0114 Wastewater Design Flow Rates for Commercial and Industrial.
The meter size must match domestic service size (exemption - 3/4" service tap with 5/8" meter).

ATTENTION CONTRACTORS

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I HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE (ADMINISTRATOR) OR (TRC) OF THE TOWN OF WENDELL ON THE _____ DAY OF _____ 20___.

_____
ADMINISTRATOR

0 20 40 80 Feet

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UTILITY PLAN
PRELIMINARY UTILITY PLAN

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

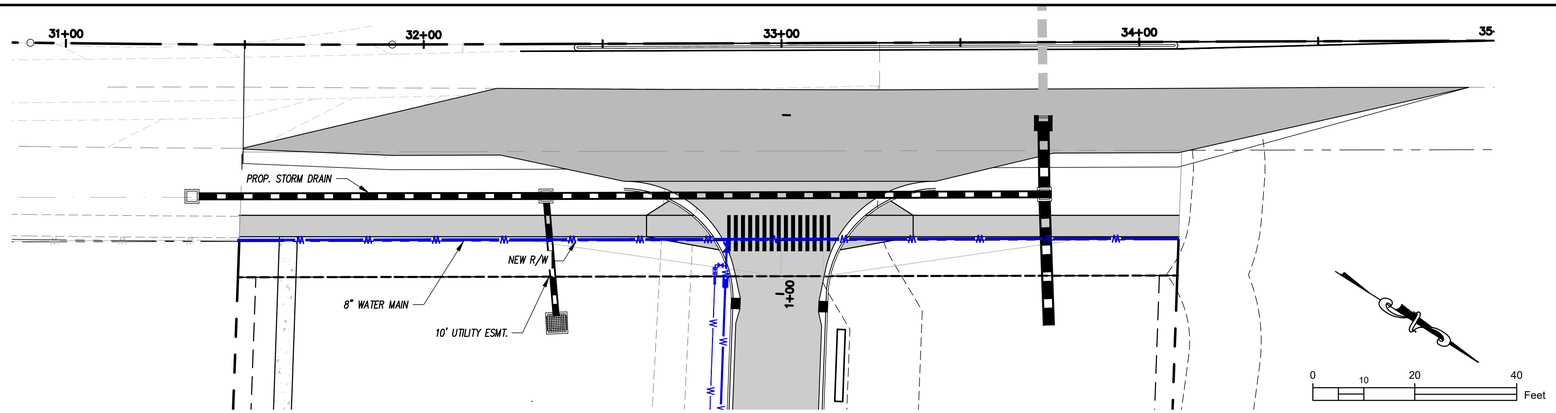
OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

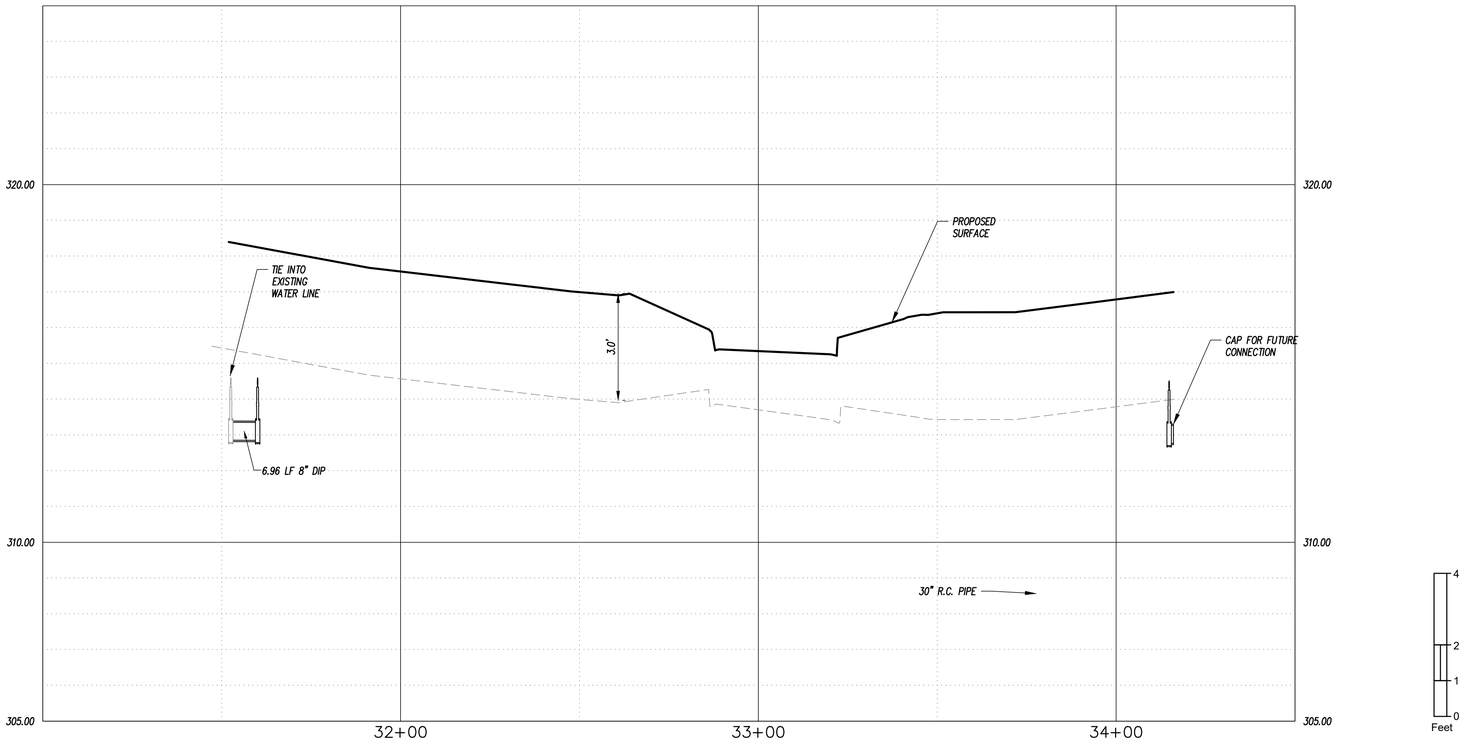
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PROJECT NO.: 25-0717

Sheet C5.0
Sheet No. 8 OF 13





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_____
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UTILITY PLAN & PROFILE
FRONT WATER LINE

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
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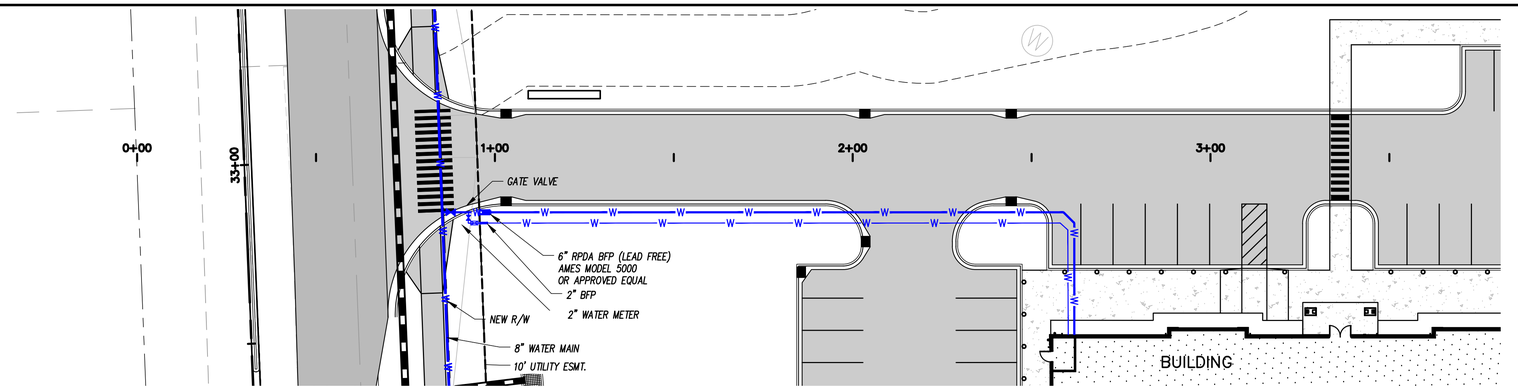
OWNER: 729 EAGLE ROCK LLC
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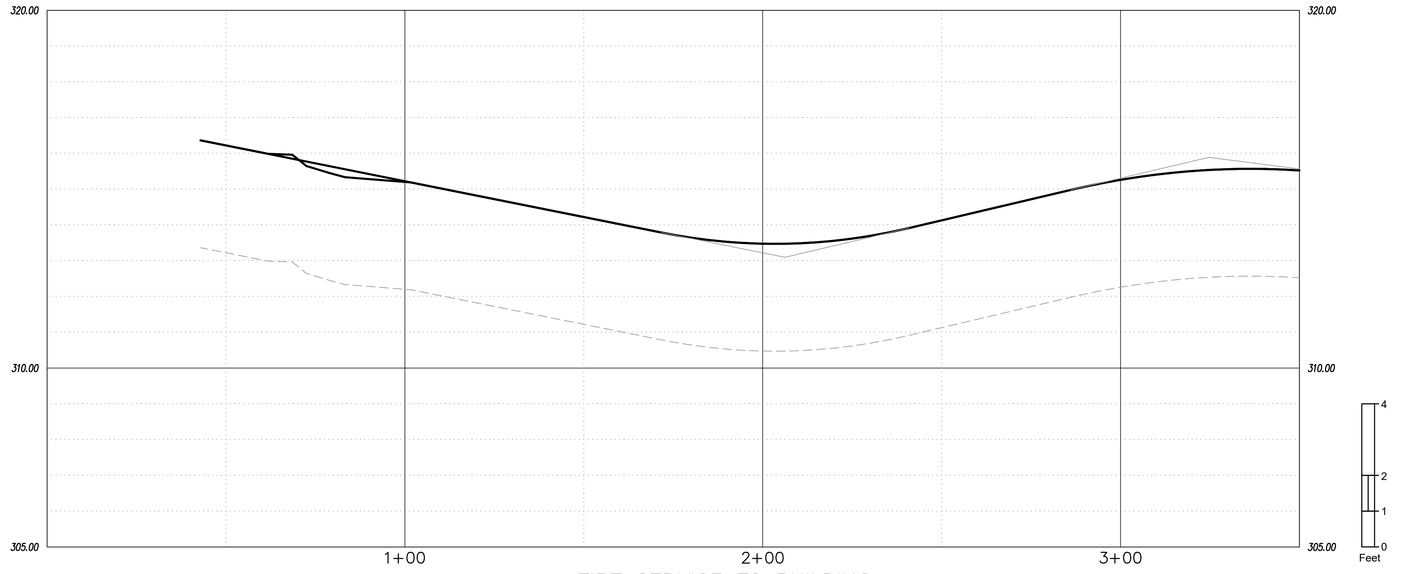
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CHECKED BY: JFO
PROJECT NO.: 25-0717

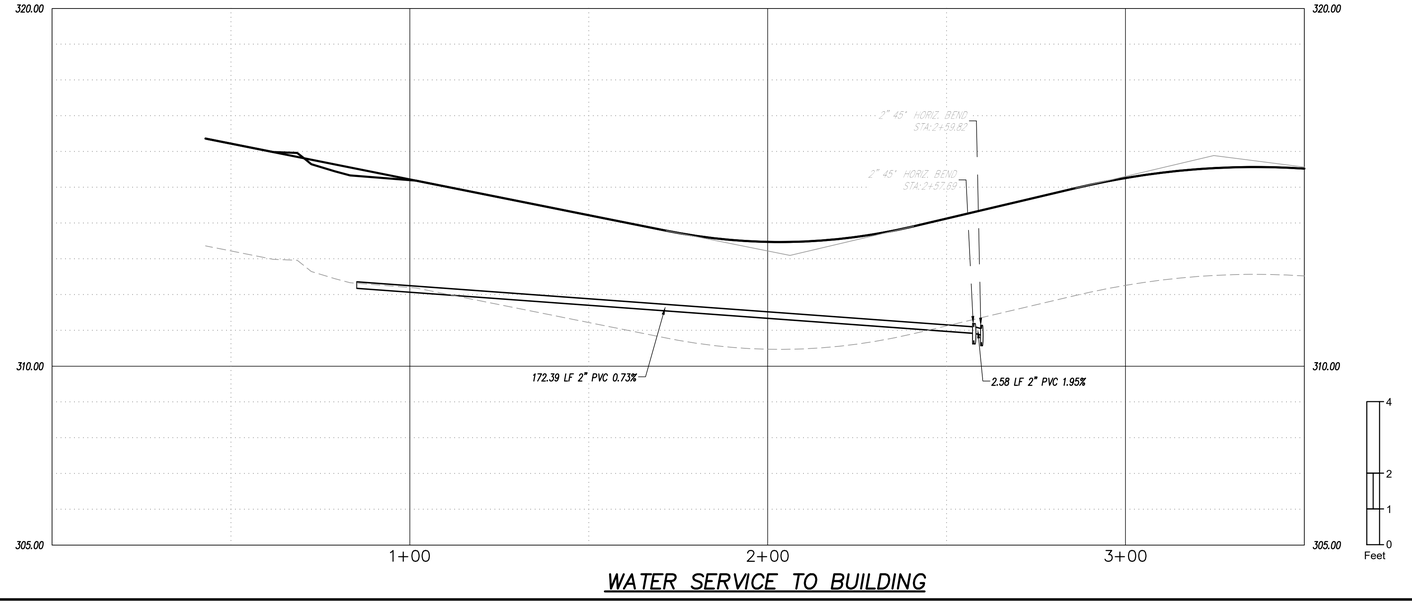
Sheet C5.1
Sheet No. 9 OF 13



FIRE AND WATER SERVICES TO BUILDING



FIRE SERVICE TO BUILDING



WATER SERVICE TO BUILDING

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ADMINISTRATOR

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UTILITY PLAN & PROFILE
FRONT FIRE & WATER SERVICE

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

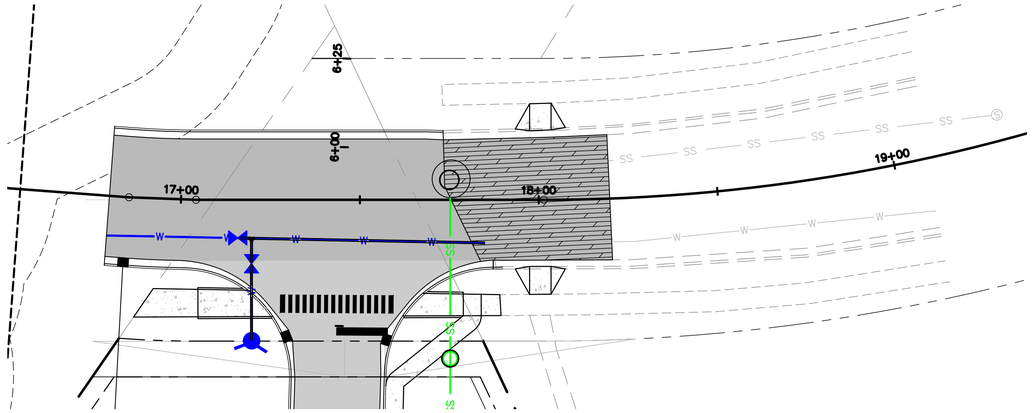
OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

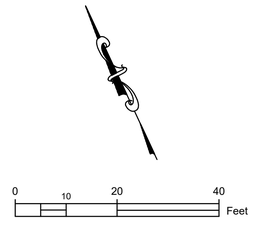
PRELIMINARY

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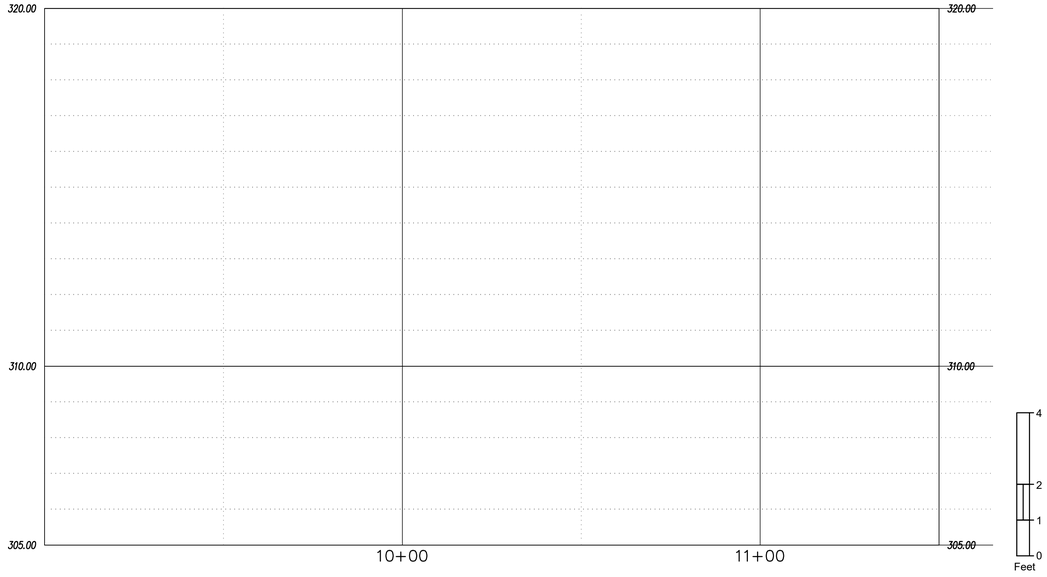
DATE: 2/24/2026
HORZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 2'
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PROJECT NO.: 25-0717

Sheet C5.2
Sheet No. 10 OF 13





REAR FIRE SERVICE / HYDRANT ADDITION



ATTENTION CONTRACTORS

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ADMINISTRATOR

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UTILITY PLAN & PROFILE
REAR FIRE HYDRANT ADDITION

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

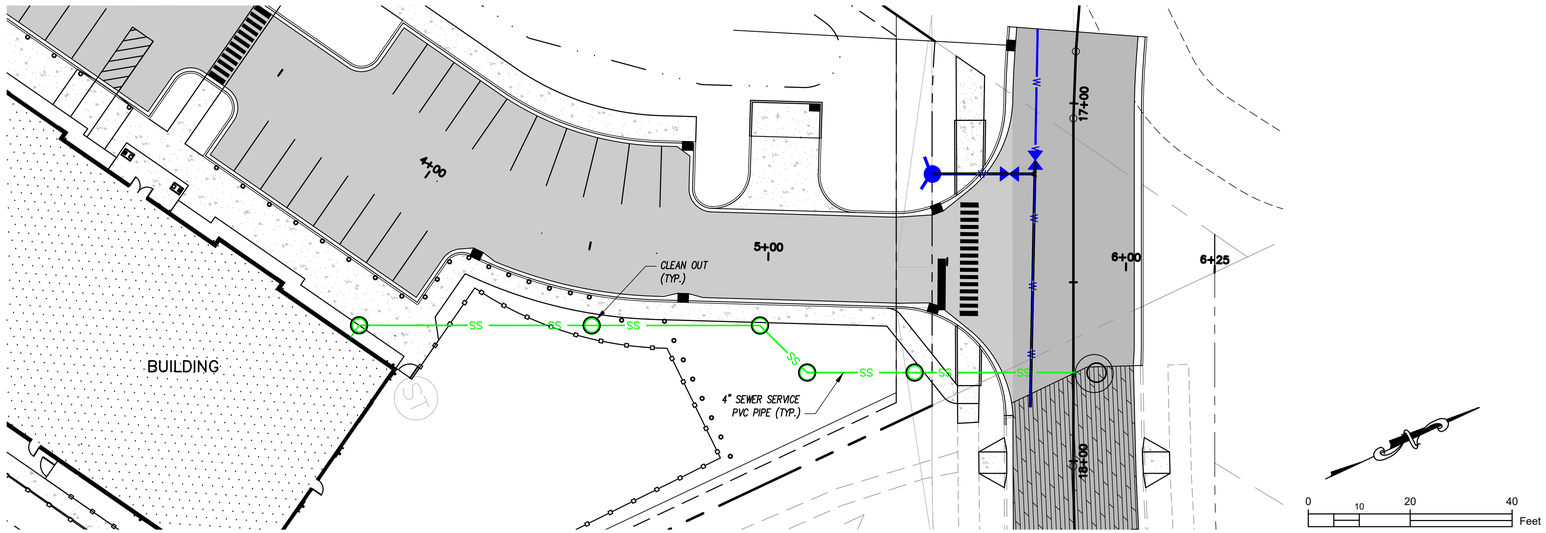
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CONTACT: HARRISON PEEBLES
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910-264-6069

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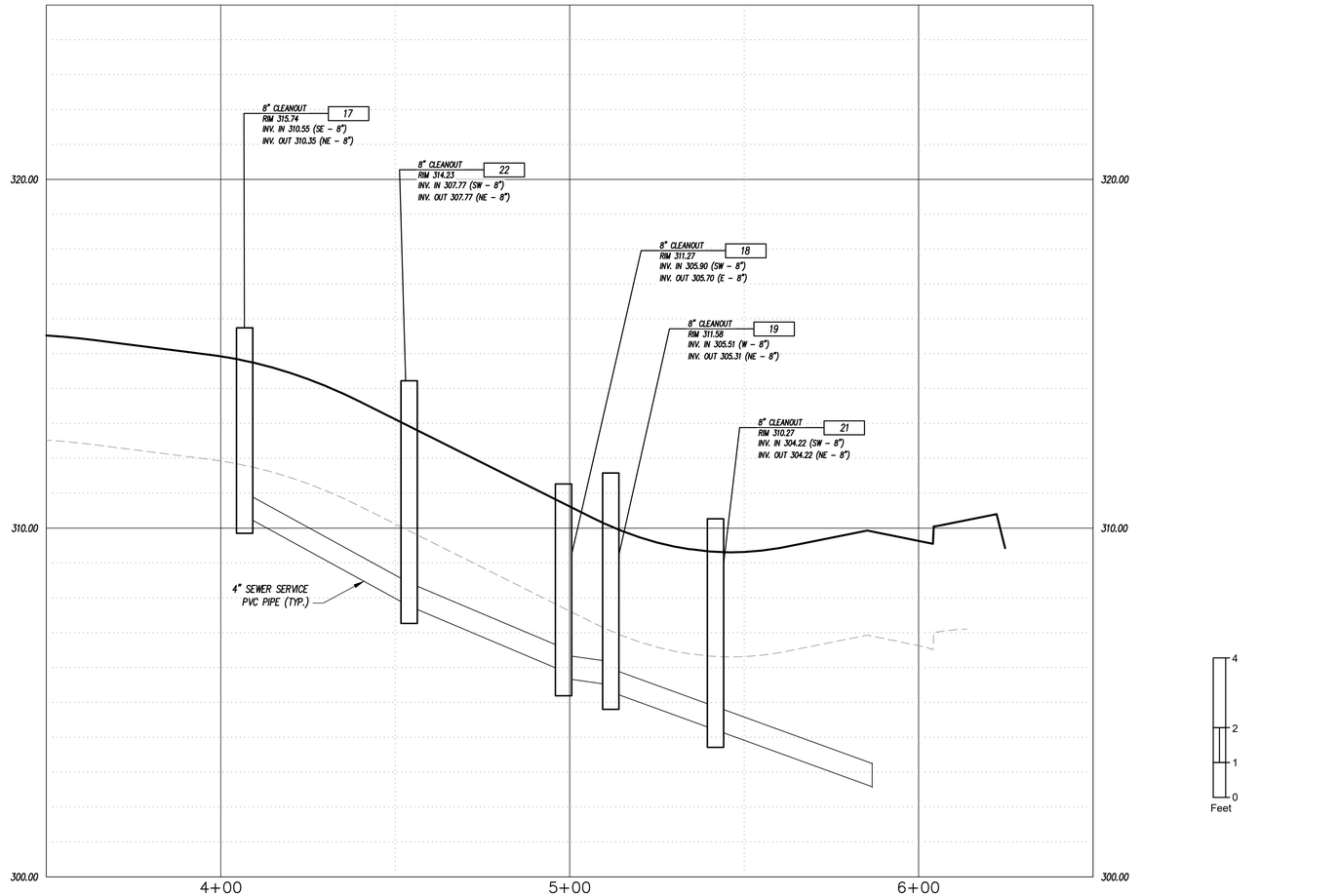
REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: 1" = 20'
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CHECKED BY: JFO
PROJECT NO.: 25-0717

Sheet C5.3
Sheet No. 11 OF 13



SANITARY SEWER SERVICE TO BUILDING



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_____
ADMINISTRATOR

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UTILITY PLAN & PROFILE
SANITARY SEWER SERVICE

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SITE PLAN/CONSTRUCTION DRAWINGS FOR:
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WAKE COUNTY, NORTH CAROLINA

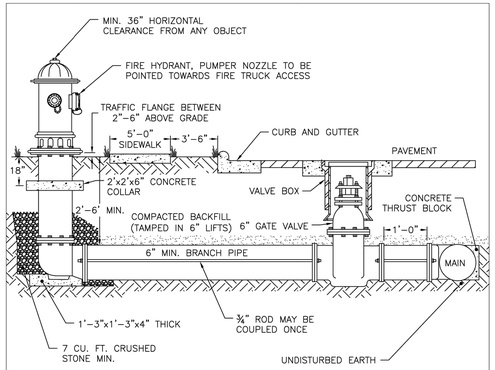
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REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
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VERT. SCALE: 1" = 2'
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CHECKED BY: JFO
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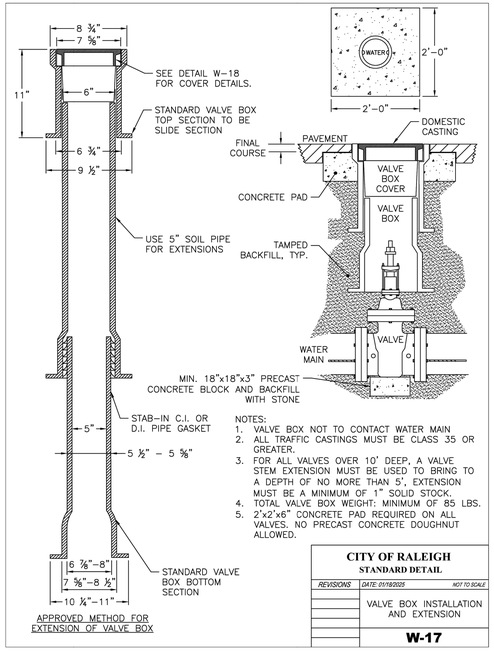
Sheet C5.4
Sheet No. 12 OF 13



NOTES:
1. FIRE HYDRANT SHALL BE AS MANUFACTURED: MUELLER, AMERICAN DARLING, KENNEDY OR CLOW.
2. BRANCH PIPE SHALL BE DUCTILE IRON AWWA C150.
3. 6" GATE VALVE SHALL BE AWWA C500 OPEN LEFT.
4. RODS AND BOLTS SHALL BE ¾" 316 STAINLESS STEEL.
5. FIRE HYDRANTS WILL BE INSTALLED IN TRUE VERTICAL POSITION.
6. RODS SHALL NOT BE COUPLED MORE THAN ONCE. IF THE LENGTH FROM THE VALVE TO THE HYDRANT EXCEEDS 20' THEN A MECHANICAL RESTRAINING GLAND WITH A REBAR CAGE SHALL BE INSTALLED NO MORE THAN 10' FROM HYDRANT AND POURED IN CONCRETE.
7. FIRE HYDRANTS TO BE LOCATED IN ROW OR 2.5 FOOT EASEMENT (ON ALL SIDES OF HYDRANT) FOOT EASEMENT ADJACENT TO ROW.
8. ANYTIME SITE WORK, CONSTRUCTION, ROAD WORK, OR ANY OTHER WORK CHANGES THE GRADE OF THE FIRE HYDRANT, THE PERSON RESPONSIBLE FOR THE WORK IS RESPONSIBLE FOR ADJUSTING THE FIRE HYDRANT TO STAY WITHIN COMPLIANCE.

CITY OF RALEIGH
STANDARD DETAIL

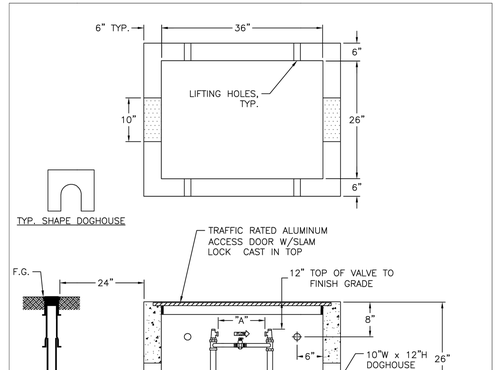
REVISIONS	DATE: 01/18/2025	NOT TO SCALE
	STANDARD FIRE HYDRANT INSTALLATION (RESTRAINT RODS)	
	W-4A	



NOTES:
1. VALVE BOX NOT TO CONTACT WATER MAIN
2. ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER.
3. FOR ALL VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5', EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK.
4. TOTAL VALVE BOX WEIGHT: MINIMUM OF 85 LBS.
5. 2'x2'x6" CONCRETE PAD REQUIRED ON ALL VALVES. NO PRECAST CONCRETE DOUGHNUT ALLOWED.

CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/18/2025	NOT TO SCALE
	VALVE BOX INSTALLATION AND EXTENSION	
	W-17	



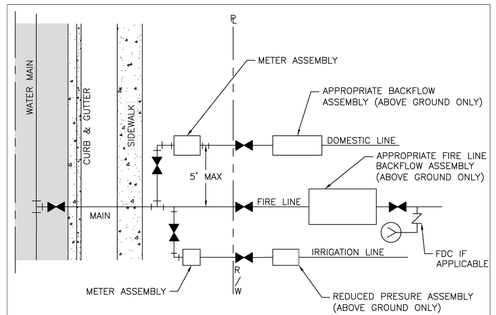
NOTES:
1. METER AS MANUFACTURED BY SENSUS OR NEPTUNE. METER TO BE PROVIDED BY RALEIGH WATER.
2. BACKFILL TAMPED IN 6" LIFTS.
3. REINFORCEMENT: #4 @ 6" O.C.E.W.
4. CONCRETE: 4,000 PSI @ 28 DAYS.
5. ALL RPZ BACKFLOW PREVENTION DEVICES MUST BE INSTALLED PRIOR TO METER BEING SET.
6. ALL COPPER SETTERS ARE TO HAVE A BALL TYPE SHUT OFF VALVE ON BOTH SIDES OF COPPER SETTER WITH HIGH RISE BYPASS THAT IS MANUFACTURED BY FORD, MUELLER, OR AY McDONALD (NO EXCEPTIONS).
7. HEIGHT ADJUSTMENTS ALLOWED BY PRECAST RISERS OR BRICK AND MORTAR. DRY STACKING OF BLOCK IS NOT ALLOWED.

"A"	
1 ½" METER	13 ¼"
2" METER	17 ¼"

** TRAFFIC RATED VAULT WALL THICKNESS

CITY OF RALEIGH
STANDARD DETAIL

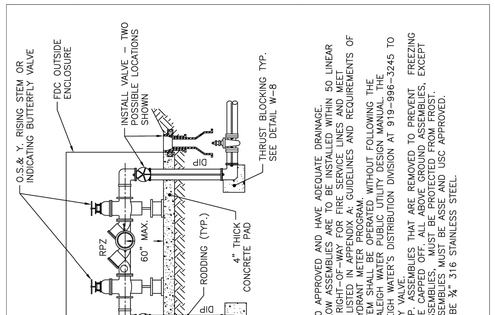
REVISIONS	DATE: 01/18/2025	NOT TO SCALE
	TYPICAL 1 ½"–2" WATER METER BOX INSTALLATION	
	W-31	



NOTES:
1. SERVICE TAPS FOR 2" AND SMALLER DOMESTIC SERVICES MAY BE BY CORPORATION COCKS. LARGER SERVICES WILL REQUIRE A TEE AND GATE VALVE OR TAPPING SLEEVE AND VALVE ASSEMBLY AND 90° BEND.
2. DOMESTIC SERVICE TAPS SHALL BE ALLOWED ON 4" AND LARGER FIRE LINE BEFORE THE BACKFLOW ASSEMBLY, PROVIDED THAT THE FIRE PROTECTION AND SPRINKLER PLANS AND SITE PLANS ARE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER.
3. ONE DOMESTIC TAP PER FIRE LINE ON STREET SIDE OF BACKFLOW.
4. FIRE LINE SHALL HAVE A FIRE HYDRANT OR BLOW OFF ASSEMBLY AT ITS END TO FACILITATE FLUSHING WHEN NEEDED.
5. IRRIGATION METER SHALL BE LOCATED ON THE SIDE OF DOMESTIC METER WITH INCREASING ADDRESSES.
6. THE CONTAINMENT BACKFLOW ASSEMBLY SHALL BE INSTALLED WITHIN 50 LINEAR PIPING FEET OF THE METER OR RIGHT–OF–WAY FOR FIRE SERVICE LINES.
7. DOMESTIC/IRRIGATION BACKFLOW RISER/STANDPIPE SHALL BE OF APPROVED MATERIALS AS LISTED IN NC PLUMBING CODE.
8. THE RP RELIEF VALVE SHALL BE A MINIMUM OF 12" ABOVE ANY MATERIAL (MULCH INCLUDED) OR GRADE.
9. A SERVICE VALVE IS REQUIRED AFTER THE METER BUT BEFORE THE BACKFLOW ASSEMBLY FOR MAINTENANCE AND REPLACEMENT PURPOSES.
10. THE INSTALLATION MUST ALSO MEET ALL CODE REQUIREMENTS PER THE NC PLUMBING CODE.

CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/18/2025	NOT TO SCALE
	FIRE, DOMESTIC & IRRIGATION OPTIONS SCHEMATIC	
	W-34	



NOTES:
1. ENCLOSURE MUST BE ASSE 1060 APPROVED AND HAVE ADEQUATE DRAINAGE.
2. CONTAINMENT RPZ/RPDA BACKFLOW ASSEMBLIES ARE TO BE INSTALLED WITHIN 50 LINEAR PIPING FEET OF THE METER OR RIGHT–OF–WAY FOR FIRE SERVICE LINES AND MEET INSTALLATION REQUIREMENTS AS LISTED IN APPENDIX A. GUIDELINES AND REQUIREMENTS OF THE CROSS CONNECTION AND HYDRANT METER PROGRAM.
3. NO VALVE IN THE EXISTING SYSTEM SHALL BE OPERATED WITHOUT FOLLOWING THE PROCEDURE OUTLINED IN THE RALEIGH WATER PUBLIC UTILITY DESIGN MANUAL. THE CONTRACTOR SHALL NOTIFY RALEIGH WATER'S DISTRIBUTION DIVISION AT 919–996–3245 TO REQUEST THE OPERATION OF ANY VALVE.
4. RESIDENTIAL LAWN IRRIGATION R.P. ASSEMBLIES THAT ARE REMOVED TO PREVENT FREEZING DURING THE WINTER MONTHS MUST BE CAPPED OFF AT THE GROUND FROM ASSEMBLIES, EXCEPT RESIDENTIAL LAWN IRRIGATION ASSEMBLIES WHICH ARE DETAILED FROM THE FACTORY.
5. ALL CONTAINMENT BACKFLOW ASSEMBLIES MUST BE ASSE AND USC APPROVED.
6. STEEL RODS AND BOLTS SHALL BE ¾" 316 STAINLESS STEEL.

CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/18/2025	NOT TO SCALE
	REDUCED PRESSURE ZONE AND REDUCED PRESSURE DETECTOR ASSEMBLY	
	W-36	

CSD ENGINEERING
LICENSE # C–2710
ENGINEERING
LAND PLANNING
COMMERCIAL / RESIDENTIAL
P.O. BOX 1250
WENDELL, NC 27591
(910) 791–4441

UTILITY PLAN
DETAILS SH.1

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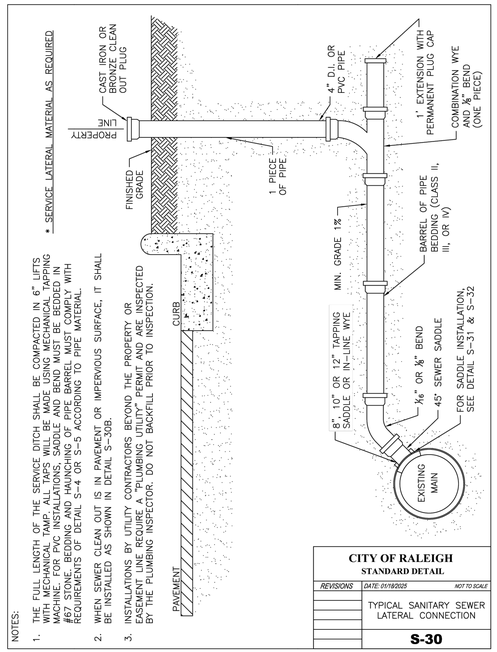
SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA
OWNER: 729 EAGLE ROCK LLC
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
CONTACT: HARRISON PEEBLES
910-264-6069

PRELIMINARY

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ SCALE: N/A
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25–0717

Sheet C5.5
Sheet No. 13 OF 13

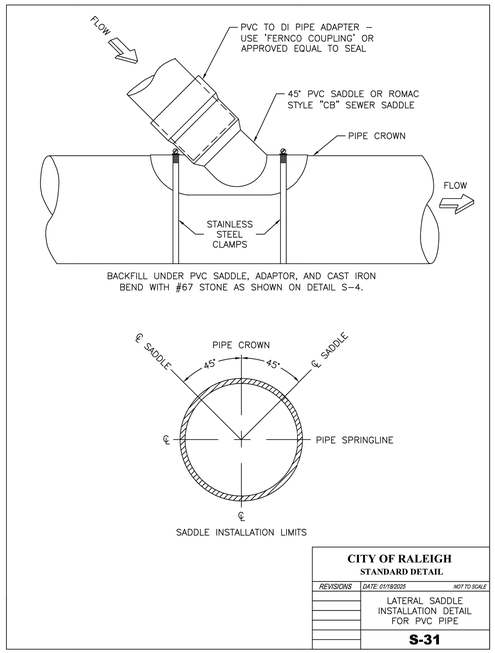


NOTES:

1. THE FULL LENGTH OF THE SERVICE DITCH SHALL BE COMPACTED IN 6" LIFTS WITH MECHANICAL TAMP. ALL TAPS WILL BE MADE USING MECHANICAL TAPPING MACHINE. FOR PVC INSTALLATIONS, SADDLE AND BEND MUST BE BEDDED IN #67 STONE. BEDDING AND HAUNCHING OF PIPE BARREL MUST COMPLY WITH REQUIREMENTS OF DETAIL S-4 OR S-5 ACCORDING TO PIPE MATERIAL.
2. WHEN SEWER CLEAN OUT IS IN PAVEMENT OR IMPERVIOUS SURFACE, IT SHALL BE INSTALLED AS SHOWN IN DETAIL S-30B.
3. INSTALLATIONS BY UTILITY CONTRACTORS BEYOND THE PROPERTY OR EASEMENT LINE REQUIRE A "PLUMBING UTILITY" PERMIT AND ARE INSPECTED BY THE PLUMBING INSPECTOR. DO NOT BACKFILL PRIOR TO INSPECTION.

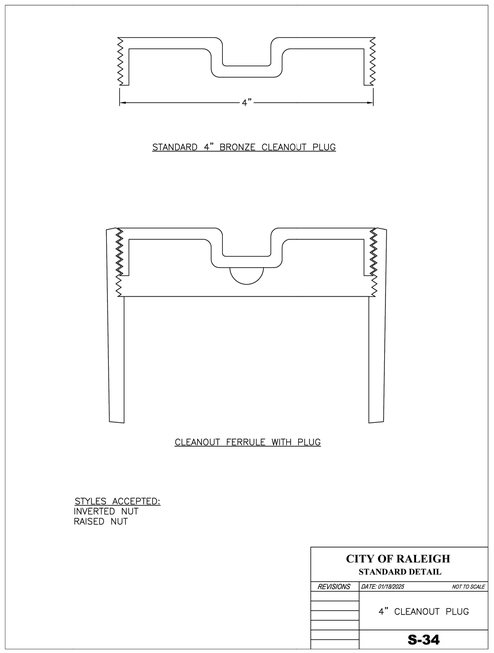
CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/19/2025	NOT TO SCALE
	TYPICAL SANITARY SEWER LATERAL CONNECTION	
	S-30	



CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/19/2025	NOT TO SCALE
	LATERAL SADDLE INSTALLATION DETAIL FOR PVC PIPE	
	S-31	



STYLES ACCEPTED:
INVERTED NUT
RAISED NUT

CITY OF RALEIGH
STANDARD DETAIL

REVISIONS	DATE: 01/19/2025	NOT TO SCALE
	4" CLEANOUT PLUG	
	S-34	

CSD ENGINEERING

LICENSE # C-2710
ENGINEERING
LAND PLANNING
COMMERCIAL / RESIDENTIAL

P.O. BOX 1250
WENDELL, NC 27591
(910) 791-4441

UTILITY PLAN
DETAILS SH.2

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SITE PLAN/CONSTRUCTION DRAWINGS FOR
729 EAGLE ROCK ROAD
LOCATED IN WENDELL
WAKE COUNTY, NORTH CAROLINA

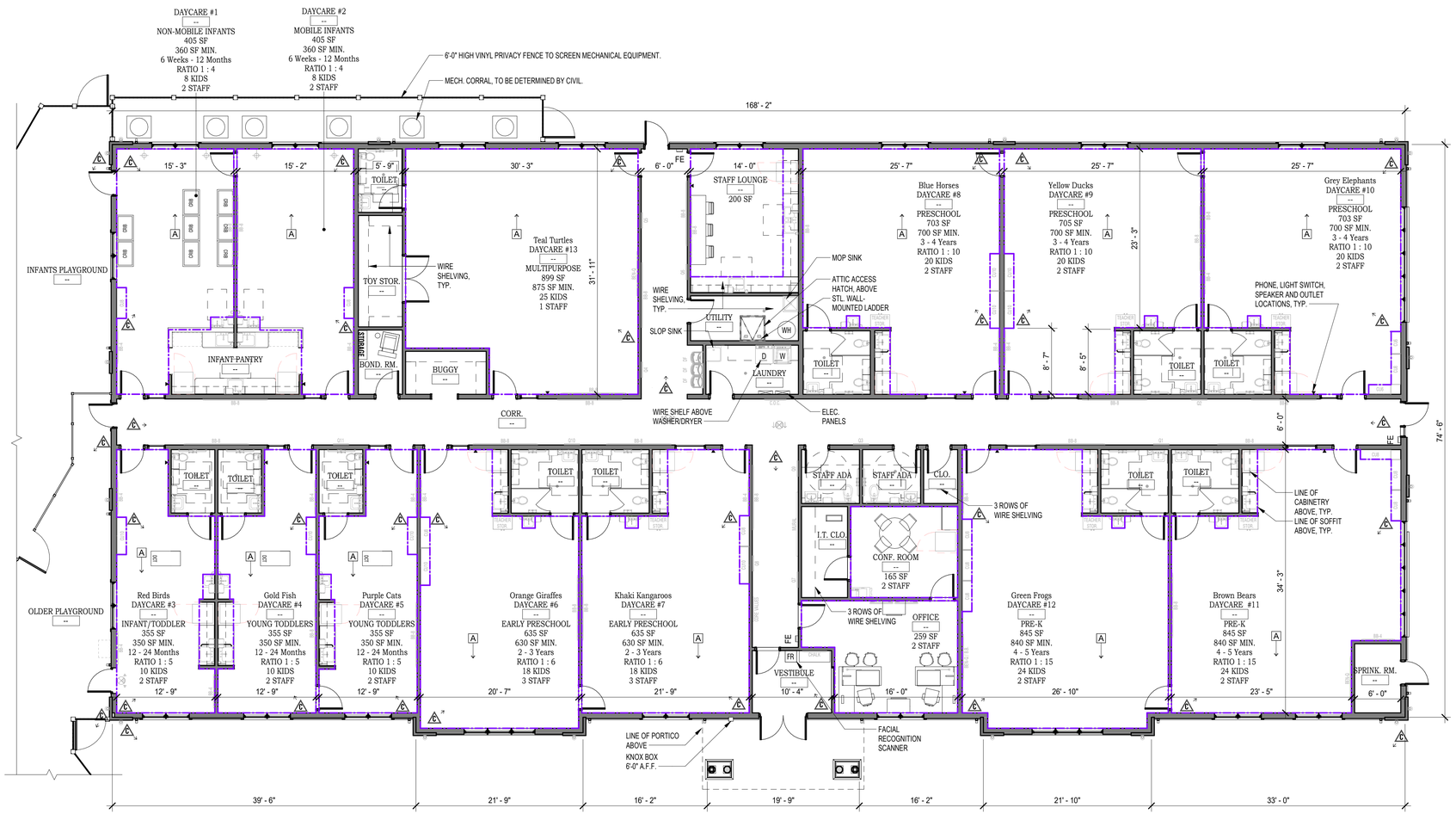
OWNER: 729 EAGLE ROCK LLC
CONTACT: HARRISON PEEBLES
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480
910-264-6069

PRELIMINARY

REV. NO.	REMARKS	BY	DATE

DATE: 2/24/2026
HORZ. SCALE: N/A
VERT. SCALE: N/A
DRAWN BY: LMB
CHECKED BY: JFO
PROJECT NO.: 25-0717

Sheet C5.6
Sheet No. 14 OF 13



1 LICENSING PLAN

1/8" = 1'-0"

TOTAL GROSS FLOOR AREA: 12,614 SF

MINIMUM PLUMBING FIXTURE COUNT :

AS PER 2018 NORTH CAROLINA PLUMBING CODE:

WATER CLOSETS	USE: I-4
	246 occupants
	1 per 15
	246/15 = 16.4
	17 REQUIRED
	20 PROVIDED

LAVATORIES	USE: I-4
	246 occupants
	1 per 25
	246/25 = 9.84
	10 REQUIRED
	39 PROVIDED

DRINKING FOUNTAIN	Use: I-4
	246 occupants
	1 per 100
	246/100 = 2.46
	3 drinking fountains required
	3 drinking fountains provided

BATHTUBS/ SHOWERS	Use: I-4
	246 occupants
	0 bathtub/shower required
	0 bathtub/shower provided

OTHER	Use: I-4
	1 service sink required
	1 service sink provided

LEGEND

- AREA BOUNDARY LINE
- ROOM NAME [101] / AGE DESCRIPTION / ACTUAL S.F. / REQUIRED MINIMUM AREA / MINIMUM - MAXIMUM AGE / TEACHER : CHILD RATIO / NO. OF CHILDREN / NO. OF STAFF — ROOM LICENSING TAG
- ← A — ACCENT WALL ORIENTATION
- CAMERA LOCATION

CHILDCARE LICENSING

ROOM	ACTUAL AREA	REQUIRED AREA	AGE	TYPE	TEACHER : CHILD RATIO	# OF CHILDREN	# OF STAFF	LICENSING AREA PER CHILD
CONF. ROOM	165 SF						2	
STAFF LOUNGE	200 SF							
OFFICE	259 SF						2	
DAYCARE #1	405 SF	360 SF	6 Weeks to 12 Months	NON-MOBILE INFANTS	1 : 4	8	2	45 SF
DAYCARE #2	405 SF	360 SF	6 Weeks to 12 Months	MOBILE INFANTS	1 : 4	8	2	45 SF
DAYCARE #3	355 SF	350 SF	12 to 24 Months	INFANT/TODDLER	1 : 5	10	2	35 SF
DAYCARE #4	355 SF	350 SF	12 to 24 Months	YOUNG TODDLERS	1 : 5	10	2	35 SF
DAYCARE #5	355 SF	350 SF	12 to 24 Months	YOUNG TODDLERS	1 : 5	10	2	35 SF
DAYCARE #6	635 SF	630 SF	2 to 3 Years	EARLY PRESCHOOL	1 : 6	18	3	35 SF
DAYCARE #7	635 SF	630 SF	2 to 3 Years	EARLY PRESCHOOL	1 : 6	18	3	35 SF
DAYCARE #8	703 SF	700 SF	3 to 4 Years	PRESCHOOL	1 : 10	20	2	35 SF
DAYCARE #9	705 SF	700 SF	3 to 4 Years	PRESCHOOL	1 : 10	20	2	35 SF
DAYCARE #10	703 SF	700 SF	3 to 4 Years	PRESCHOOL	1 : 10	20	2	35 SF
DAYCARE #11	845 SF	840 SF	4 to 5 Years	PRE-K	1 : 15	24	2	35 SF
DAYCARE #12	845 SF	840 SF	4 to 5 Years	PRE-K	1 : 15	24	2	35 SF
PROFORMA TOTAL	7569 SF					190	30	
DAYCARE #13	899 SF	875 SF		MULTIPURPOSE		25	1	35 SF
TOTAL W/ MULTI. RM.	8468 SF					215	31	

JAM ARCH
IS NOW COLLIERS ENGINEERING & DESIGN

ARCHITECT OF RECORD:
Justin A. Mihalik, AIA
300 Tice Boulevard
Suite 101
Woodcliff Lake, NJ 07677
ph: (845) 352-0411
www.colliersengineering.com

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

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JUSTIN A. MIHALIK, AIA NC LIC. #: 11621

Lightbridge Academy℠
Innovators in Educational Child Care

PROJECT
NEW CONSTRUCTION OF:
LIGHTBRIDGE ACADEMY
729 EAGLE ROCK RD.
WENDELL, NC 27591

CLIENT
729 EAGLE ROCK LLC
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480

LEGAL DESCRIPTION
PIN: 1774456682

SHEET TITLE:
LICENSING PLAN

REV.	DATE	REMARKS
	09/17/2025	SD REVISION - ISSUE FOR LB REVIEW
	09/03/2025	SD REVISION - ISSUE FOR LB REVIEW
	06/27/2025	ISSUE FOR LB REVIEW
	05/13/2025	ISSUE FOR LB REVIEW
	04/28/2025	ISSUE FOR LB REVIEW

JOB NUMBER: 25003182A
DATE: 09/03/2025
DRAWN BY: MN
CHECKED BY: AS

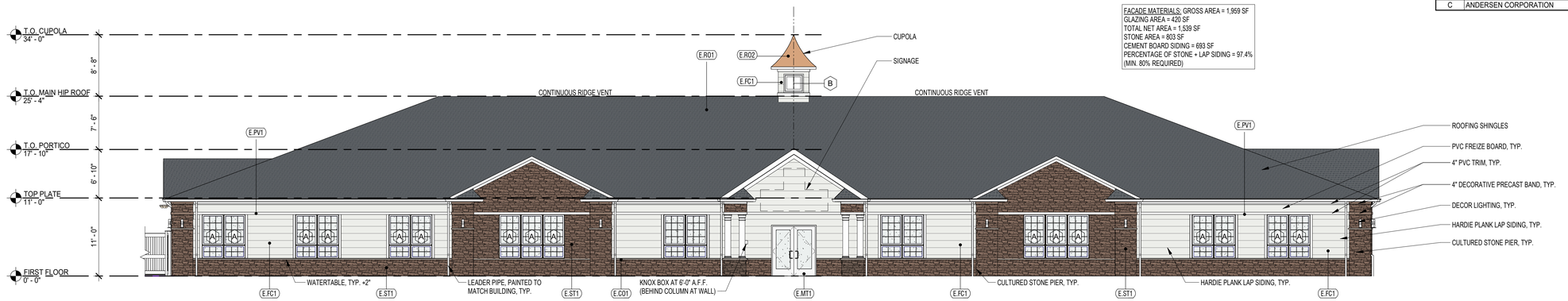
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PR01

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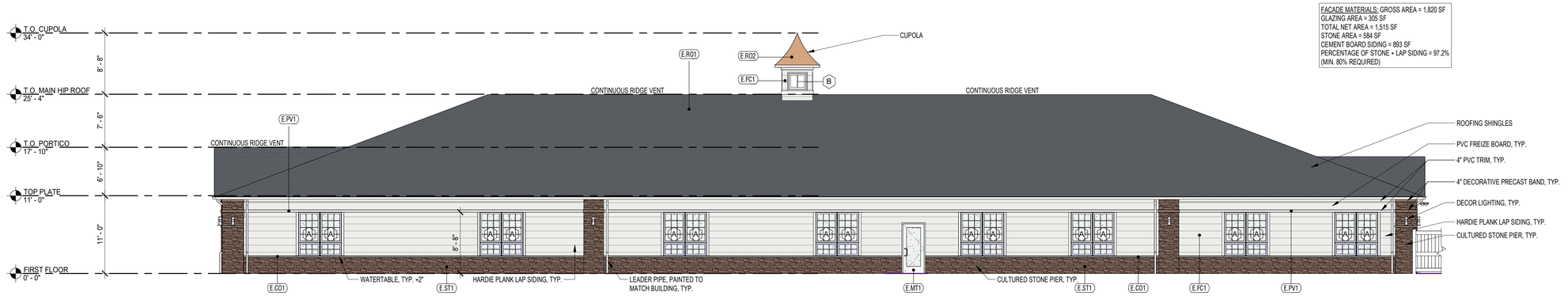
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WINDOW SCHEDULE

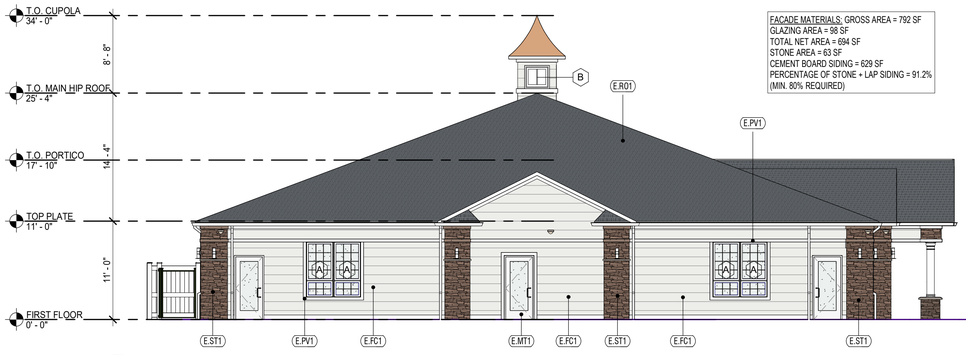
TYPE	MANUF.	SIZE
A	ANDERSEN CORPORATION	3'-0" x 6'-5"
B	ANDERSEN CORPORATION	2'-6" x 2'-4"
C	ANDERSEN CORPORATION	3'-0" x 7'-5"



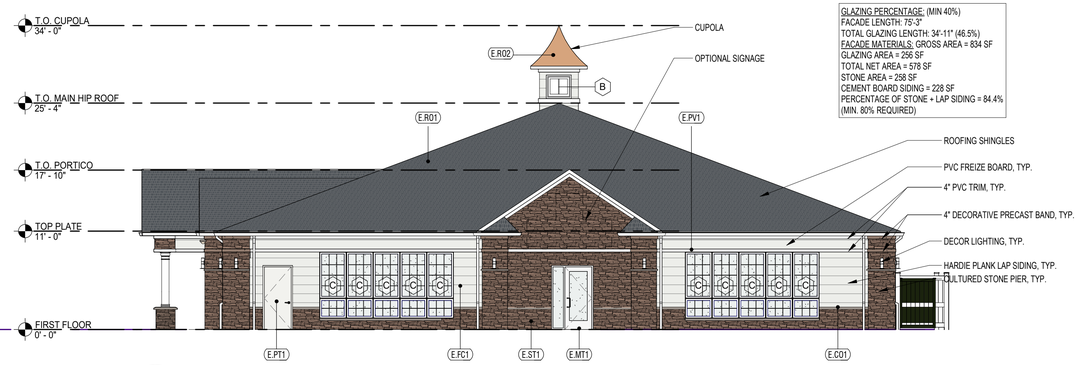
1 FRONT ELEVATION
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



3 LEFT SIDE ELEVATION
1/8" = 1'-0"

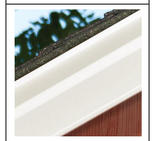


4 RIGHT SIDE ELEVATION
1/8" = 1'-0"

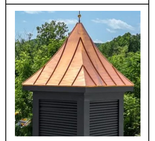
E.CO1


E.MT1


E.FC1


E.PV1


E.RO1


E.RO2


E.ST1


DECORATIVE LIGHT


MANUF. : PROGRESS LIGHTING
MODEL NO. : P5675-20/30K

EXTERIOR FINISH LEGEND

MARK	DESCRIPTION	MANUFACTURER	PRODUCT NUMBER/CODE	COLOR/FINISH	COMMENTS
E.CO1	PRECAST CONCRETE SILL	CULTURED STONE		-	WATER TABLE
E.FC1	FIBER CEMENT SIDING - HORIZONTAL LAP	JAMES HARDIE		STYLE: SMOOTH; PAINT COLOR: SW6106 'KILIM BEIGE'; SIZE:7-1/4" BOARDS WITH 6" EXPOSURE	
E.GL1	1" INSULATED TEMPERED GLASS	-			REFER TO COMCHECK FOR ENERGY REQUIREMENTS FOR WINDOW/DOOR ASSEMBLY
E.MT1	ANODIZED ALUMINUM	TBD		COLOR: WHITE	
E.MT2	METAL COPING	TBD			
E.PS2	PAINTED STUCCO - ACCENT COLOR	STO CORP.	32132	COLOR: SPECTRAL	
E.PT1	EXTERIOR PAINT	SHERWIN WILLIAMS	SW6106	PAINT COLOR: SW6106 'KILIM BEIGE'	PAINT HOLLOW METAL DOOR
E.PV1	PVC TRIM	TBD	-	SIZE:8" WIDE X 1" THICK	PVC SUB-FASCIA
E.RO1	PREMIUM ASPHALT ROOF SHINGLES	GAF		STYLE:TIMBERLINE ULTRA HD; COLOR:WEATHERED WOOD	
E.RO2	STANDING SEAM METAL ROOFING	-	-	COLOR: COPPER	-
E.ST1	CULTURED STONE	CULTURED STONE		TYPE:COUNTRY LEDGESTONE; STYLE:LEDGESTONE CHARDONNAY	STONE VENEER

JAM ARCH
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ARCHITECT OF RECORD:
Justin A. Mihalik, AIA
300 Tice Boulevard
Suite 101
Woodcliff Lake, NJ 07677
ph: (845) 352-0411
www.colliersengineering.com
Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

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JUSTIN A. MIHALIK, AIA NC LIC. #: 11621

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PROJECT
NEW CONSTRUCTION OF:
LIGHTBRIDGE ACADEMY
729 EAGLE ROCK RD.
WENDELL, NC 27591

CLIENT
729 EAGLE ROCK LLC
PO BOX 1523
WRIGHTSVILLE BEACH, NC 28480

LEGAL DESCRIPTION
PIN: 1774456682

SHEET TITLE:
BUILDING ELEVATIONS

REV.	DATE	REMARKS
	09/17/2025	SD REVISION - ISSUE FOR LB REVIEW
	09/03/2025	SD REVISION - ISSUE FOR LB REVIEW
	06/27/2025	ISSUE FOR LB REVIEW
	05/13/2025	ISSUE FOR LB REVIEW
	04/28/2025	ISSUE FOR LB REVIEW

JOB NUMBER: 25003182A
DATE: 09/03/2025
DRAWN BY: MN
CHECKED BY: AS

SHEET NO.
PR02

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CSD ENGINEERING

August 9, 2025

Re: **Neighborhood Meeting Notification**
Subject: **Rezoning and Annexation of property in your vicinity**

Dear Neighbor,

You are invited to a neighborhood meeting to review and discuss the development proposal at:

Address:	**729 Eagle Rock Road** **Wendell, NC 27591**	
Wake County PIN:	**1774456682**	**Real Estate ID: 0164188**

This meeting is required by the Town of Wendell Planning Department. This meeting is intended to be a way for the applicant to discuss the project with adjacent neighbors and neighborhood organization before review and action by the Town of Wendell Planning Board. This provides neighbors an opportunity to raise any questions and discuss any concerns about the impacts of the project. Questions and concerns will be presented to the Planning Board. Once an application has been submitted to the Town, it may be tracked using the Town of Wendell Current Development Project located at https://townofwendellnc.gov/business_detail_T9_R133.php

The Neighborhood Meeting is requested because this project will include an application for **Conditional Zoning .** The proposal is to change the property current zoned Residential – R-30 within the Wake County zoning jurisdiction to Neighborhood Center (NC) – Conditional Zoning (Town of Wendel zoning district). This will allow more flexibility for daycare and early childhood development. The adjoining properties on Eagle Rock Road are currently zoned NC and the adjoining properties on Old Battle Bridge Road are zoned R4. All adjoining properties are within the Town of Wendell zoning jurisdiction and Town Limits. The property is currently vacant except for the brick foundation of a house that was on the property. A **Petition for Annexation** has also been submitted to the Town.

The Planning Board meeting is scheduled for September 15, 2025 according to the Town's meeting schedule. The meeting will be held three weeks before so that the applicant can prepare a presentation for the Planning Board. You can find the meeting schedule at
https://townofwendellnc.gov/calendar.php?view=month&month=09&day=01&year=2025

Meeting Information:

Property Owner's Name:	729 Eagle Rock, LLC
Property Owner Contact:	Harrison Peebles
Contact Information:	hpeebles3@gmail.com (910) 264-2009
Applicant:	CSD Engineering
Applicant Contact:	John F. Oglesby, PE
Applicant Contact Information:	john@csd-engineering.com (919) 624-0997
Date of Meeting:	Thursday August 28, 2025
Time of Meeting:	5:30 to 7:30 pm
Meeting Address:	114 N. Main Street – Wendell, NC 27591 Universal Chevrolet Show Room

If you have any questions, please do not hesitate to contact me at the number provided.

Sincerely,
John F. Oglesby, PE

(on behalf of Harrison Peebles of 729 Eagle Rock, LLC)

Personal Mailing Address		ZIP
1115 HUNTERS GRANDE TRL	WENDELL NC 27591-6805	27591
PO BOX 392	WENDELL NC 27591-0392	27591
1213 PERSEUS HILL CT	WENDELL NC 27591-4202	27591
5091 MARGARITA LN	KNIGHTDALE NC 27545	27591
808 EAGLE ROCK RD	WENDELL NC 27591-9696	27591
17501 BISCAYNE BLVD STE 300	AVENTURA FL 33160-4804	27591
2000 AERIAL CENTER PKWY STE 110	MORRISVILLE NC 27560-9294	27591
3715 SWIFT DR	RALEIGH NC 27606-2543	27591
PO BOX 1523	WRIGHTSVILLE BEACH NC 28480-15	27591
1212 PERSEUS HILL CT	WENDELL NC 27591-4202	27591

Property Address	Owner
1115 HUNTERS GRANDE TRL	TRINH, CAMHUONG
736 EAGLE ROCK RD	WILLARD, GRACE
1213 PERSEUS HILL CT	KUNDYSEK, ZACHARY ANDREW KUNDYSEK, HALEY CHRISTINA
1119 HUNTERS GRANDE TRL	BARRERA, CESAR
808 EAGLE ROCK RD	MURPHREY, HARVEY H
0 OLD BATTLE BRIDGE RD	WENDELL SFR OWNER LLC
805 CANIS MINOR RD	DR HORTON INC
617 OLD TARBORO RD	GARDNER, NANCY MEDLIN JONES, JANICE MEDLIN
729 EAGLE ROCK RD	729 EAGLE ROCK LLC
1212 PERSEUS HILL CT	MITCHELL, JEAN MARIE

NEIGHBORHOOD MEETING SIGN-IN SHEET:

Project Name: 729 Eagle Rock Rd (Lightbridge)
Meeting Address: 114 N. Main St. Wendell, NC 27591
Date of Meeting: 8/28/2025 **Time of Meeting:** 5:30pm
Property Owner(s) Names: 729 Eagle Rock LLC
Applicants: 729 Eagle Rock LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only.

	Name/ Organization	Address	Phone#	E-mail
1	Tracey Lorcaes	808 Eagle Rock Rd	919-819-1578	mematracey@
2	representing Harvey Murphrey ↑			yahoo.com
3	Robert Sanders / CSD Eng	375 E Third St	919-624-0997	Robert@CSD-engineering.com
4	John Oglesby / CSD Eng	375 E Third St	919-414-2705	John@CSD-engineering.com
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Attach Additional Sheets If Necessary.

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

Project Name: 729 Eagle Rock (Lightbridge)
Meeting Address: 114 N. Main St. Wendell, NC 27591
Date of Meeting: 8/28/2025 **Time of Meeting:** 5:30pm
Property Owner(s) Names: 729 Eagle Rock LLC
Applicants: 729 Eagle Rock LLC

Please summarize the questions/comments and your response from the Neighborhood Meeting in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/ Concern #1 Growth in Area (large projects), traffic

Applicant Response: This is a low-impact project, showed plans to widen road, short discussion on area development, Transportation plan

Question/ Concern #2

Applicant Response:

Question/ Concern #3

Applicant Response:

Question/ Concern #4

Applicant Response:

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

I, John F. Oglesby, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Master Subdivision Plan, or Special Use Permit.

2. The meeting invitations were mailed to the adjoining property owners as provided by the Town of Wendell via first class mail a minimum of 10 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at 114 N. Main St (location/address) on 8/28/25 (date) from 5:30 (start time) to 7: (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

8/28/2025 By: John F. Oglesby
Date

STATE OF NC
COUNTY OF Franklin

Sworn and subscribed before me, Sheila M Keen, a Notary Public for the above State and County, on this the 28 day of Aug, 2025.

SEAL Sheila M Keen
Notary Public

Sheila M Keen
Print Name

SHEILA M KEEN NOTARY PUBLIC FRANKLIN COUNTY, NC

My Commission Expires: 10-19-29

WENDELL

Planning Department

Wendell Planning Board Recommendation to the Wendell Board of Commissioners

CD25-01:
Request to Rezone Approximately +/- 2.82 Acres from Wake County Residential 30 (WC-R30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to Construct a Child Daycare.

Case Description:

- The request is to rezone approximately 2.82 acres at 729 Eagle Rock Road (PIN 1774-45-6682) from Wake County Residential 30 (WC R-30) to Town of Wendell Neighborhood Center Conditional District (NC-CD) to create a commercial parcel containing a child daycare. The parcel is owned by 729 Eagle Rock LLC.
- The proposed daycare building is 12,614 square feet with a 7,050 square foot playground space in the rear.
- The parcel will connect to Eagle Rock Road in the front and to Old Battle Bridge Road in the rear.

Proposed Zoning Conditions

The applicant has proposed the following zoning conditions:

1. The proposed building will exceed the maximum setback limit due to site topography conditions.
2. The rear yard buffer between proposed commercial zoning and residential zoning districts will not meet width requirements for a Type B buffer yard. Width shall be what is required for a Type C buffer yard (10 feet reduced to 7.5 feet with addition of opaque fence) and will be planted to meet landscape requirements for Type B buffer yard.

Planning Board Action:

At their March 16, 2026 meeting, the Planning Board voted 5-0 on the motion to recommend approval of CD25-01.

Voting in Favor: Gregory Hopkins, Caleb Sanderson, Jonathan Olson, Lewis Hardee, Ken Weeden

Voting Against: None

Absent: Tevis High, Graham Andres, Nate Wyscarver and Matthew Meinig

Statement of Plan Consistency and Reasonableness:

The Planning Board recommends approval of zoning map amendment CD-25-01, as it is partially consistent with Blueprint Wendell 2030 comprehensive plan and is reasonable and in the public interest because it will likely (E3.7) Reduce retail leakage and increase spending on businesses here. Daycares are in high demand as the Town grows. This site will help local families who might have to go to adjacent towns to find daycare.

Signed by the Planning Board Chairman

Planning Board Chairman

20 Mar 2026

Date

Return Address: Bryan Coates, Planning Director
Town of Wendell
409 Landing View Drive
Wendell, NC 27591

ANNEXATION PETITION: A25-01
REZONING PETITION: CD25-01
PIN: 1774456682
Owner: 729 Eagle Rock LLC
Non-Contiguous: 3.0 +/- acres

ORDINANCE NO. O-13-2026
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS AND AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE TOWN OF WENDELL, NORTH CAROLINA

WHEREAS, the Town of Wendell has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, a petition has been filed with the Board of Commissioners of the Town of Wendell requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Wendell to include in the Neighborhood Center Conditional District (NC-CD25-01) zone the property described below, said property formerly being zoned Wake County Residential-30 (R-30); and

WHEREAS, said property is owned by 729 Eagle Rock LLC and bears the PIN set forth above; and

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the annexation petition; and

WHEREAS, notice of a public hearing to consider the annexation petition was duly published in The Wake Weekly, a local newspaper of general circulation, as required by Section 160A-58.2 of the North Carolina General Statutes; and

WHEREAS, notice of a public hearing to consider the proposed zoning change was duly published in The Wake Weekly, a local newspaper, as required by the Wendell Unified Development Ordinance and by Section 160D-601 of the North Carolina General Statutes; and

WHEREAS, a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by the Zoning Ordinance of the Town of Wendell and by Section 160D-602 of the General Statutes; and

WHEREAS, the said public hearing on the questions of the annexation petition and the proposed zoning change was actually conducted at 7:00 p.m. on April 13, 2026, wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

WHEREAS, the Town of Wendell finds that the annexation petition meets the requirements of G.S. 160A-58.1(b) to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the Town;
b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
d. No subdivision, as defined in G.S. 160D-802, will be fragmented by this proposed annexation; and

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

Section 1: Extending the Corporate Limits of the Town of Wendell, North Carolina.

Part 1. By virtue of the authority granted by G.S. 160A-58.2, the following described territory is hereby annexed and made part of the Town of Wendell as of April 13, 2026:

The property identified by PIN 1774456682 and also shown as the 3.0-acre tract located at 729 Eagle Rock Rd on the below identified survey plat is hereby annexed and made part of the Town of Wendell, North Carolina, as of the date of adoption of this Ordinance on April 13, 2026. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Plat, Satellite Extension of Corporate Limits of the Town of Wendell" and recorded in Book of Maps Book Number _____, Page Number _____, Wake County Registry.

Part 2. Upon and after April 13, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Wendell and shall be entitled to the same privileges and benefits as other parts of the Town of Wendell. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Part 3. The Mayor of the Town of Wendell shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Section 2: Amending the Zoning Ordinance and Zoning Map of the Town of Wendell, North Carolina.

Part 1. That the Unified Development Ordinance of the Town of Wendell is hereby amended to include in the Neighborhood Center Conditional District (NC-CD25-01) zone the following described property:

General Description:
Property is located at: 729 Eagle Rock Rd

Specific Description:
Parcel Identification Number: 1774456682

Part 2. That the official Town of Wendell Zoning Map is hereby amended to include in the **Neighborhood Center Conditional District (NC-CD25-01)** zoning district 3.0 acres of land located at 729 Eagle Rock Rd, PIN: 1774456682.

Part 3. The requested zoning map amendment for the parcel within the rezoning area identified as CD25-01 from Wake County Residential-30 to **NC-CD25-01** is found to be inconsistent with the Blueprint Wendell 2030 Comprehensive Plan but can be considered reasonable since it supports the following goals:

Centers of Activity CA1. *Support development of key nodes (large and small).* Consistent with the Future Land Use Map, delineate centers of activity where the more intense development includes a mix of uses.

Economic Development E3.7. *Reduce retail leakage and increase spending on businesses here*.

Part 4. That the application is approved with the following zoning/site plan conditions:

1. The proposed building will exceed the maximum setback limit due to site topography conditions.
2. The rear yard buffer between proposed commercial zoning and residential zoning districts will not meet width requirements for a Type B buffer yard. Width shall be what is required for a Type C buffer yard (10 feet reduced to 7.5 feet with addition of opaque fence) and will be planted to meet landscape requirements for Type B buffer yard.

Part 5. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of Commissioners of the Town of Wendell on the 13th day of April 2026 while in regular session.

(Town Seal)

_____
Virginia R. Gray, Mayor

ATTEST:

_____
Mary Beth Tew, Town Clerk

APPROVED AS TO FORM:

_____
James P. Cauley III, Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CLERK'S CERTIFICATION

I, **MARY BETH TEW,** Town Clerk of the Town of Wendell, North Carolina, do hereby certify that the attached is original ordinance **#O-13-2026** as adopted by the Wendell Board of Commissioners on the 13th day of April 2026 for property owned by **729 Eagle Rock LLC** and is approved for recording in the Wake County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Wendell, North Carolina this _____ day of _____, 2026.

[TOWN SEAL]

_____
Mary Beth Tew, Town Clerk

AGENDA ITEM NO. 5.c

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Rezoning
AGENDA SECTION:	PUBLIC HEARINGS
SUBJECT:	Public Hearing CD25-06: A Request to Rezone Approximately +/- 4.15 Acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to Construct Third Street Apollo
SPECIFIC ACTION REQUESTED:	Hold a Public Hearing on the Proposed Rezoning and Consider Making a Motion to Adopt the Attached Ordinance
ITEM SUMMARY:	The request is to rezone approximately 4.15 acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to construct Third Street Apollo, a mixed-use development for small businesses, entertainment, dining, office, civic spaces, light manufacturing, and other uses. No residential uses are proposed. The parcel, owned by 9 N Hollybrook LLC, is located at 9 N Hollybrook Road and can be referred to by PIN 1783 79 7828. The Monk Henderson building has also been home to Kemp Furniture, Mortex and a variety of other businesses. The building was built in 1945. The development will remove roughly 6,000 square feet of the building to create an open plaza between the two other existing buildings that will remain – one that is 28,254 square feet and the other which is 80,636 square feet. Parking will also be established on the lot.

ATTACHMENTS:

Staff Analysis - CD25-06 Third Street Apollo.doc
Third Street Apollo Master Plan
Minutes of Neighbor Meeting.pdf
Planning Board Recommendation - CD25-06.pdf
O-14-2026 Ordinance Conditional District Rezoning- CD25-06.doc

Planning

Staff Analysis

Item Title: CD25-06 – Public Hearing to Rezone Approximately +/- 4.15 Acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to Construct Third Street Apollo

Item Summary:

The request is to rezone approximately 4.15 acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to construct Third Street Apollo, a mixed-use development for small businesses, entertainment, dining, office, civic spaces, light manufacturing, and other uses. No residential uses are proposed.

The parcel, owned by 9 N Hollybrook LLC, is located at 9 N Hollybrook Road and can be referred to by PIN 1783 79 7828. The Monk Henderson building has also been home to Kemp Furniture, Mortex and a variety of other businesses. The building was built in 1945.

The development will remove roughly 6,000 square feet of the building to create an open plaza between the two other existing buildings that will remain – one that is 28,254 square feet and the other which is 80,636 square feet. Parking will also be established on the lot.

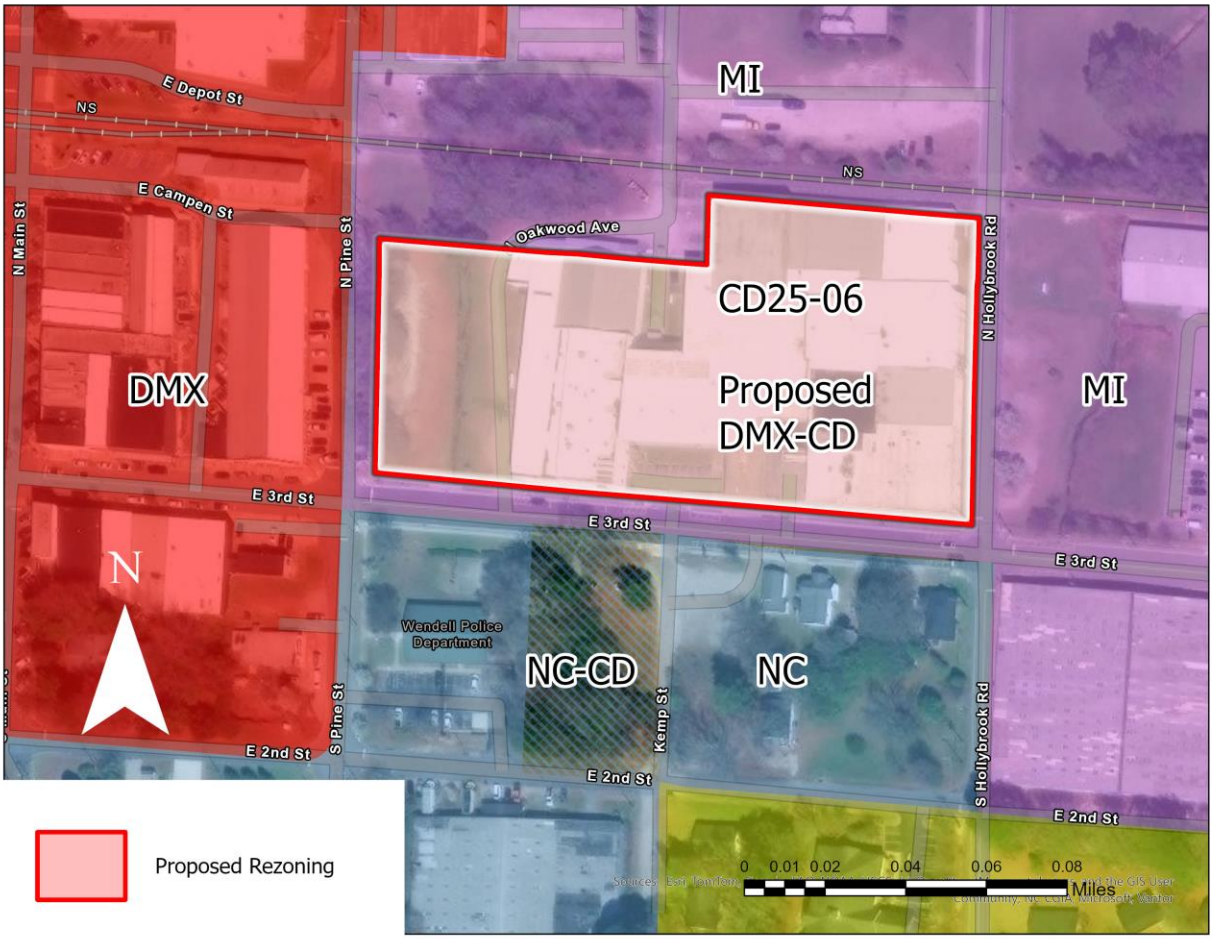
Impacts to Town Services

The property is already in Town limits and as such already receives services from Town departments like the Police and Public Works departments. Secondary service impacts will be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are already provided by the City of Raleigh Public Utilities Department.

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Cell Tower/Park and Ride Lot	MI
South	Police Station, Residential, Commercial, Vacant	NC
East	Commercial	MI
West	Commercial	DMX

Zoning Map



Zoning District

The Downtown Mixed Use District is coded to encourage the redevelopment and expansion of the traditional Downtown area. Individual buildings are encouraged to be mixed vertically with street level commercial and upper level residential or commercial uses. Higher densities of residential development are encouraged.

The building is existing so there is no requested change to setbacks. Mixed Use buildings in the DMX zoning district do not have a front or rear setback minimum but there is a 10-foot maximum front setback.

Proposed Zoning Conditions

The applicant has proposed the following zoning conditions:

1. Third Street Apollo may consist of the permitted (“P”) uses in the Master Plan Table of Allowable Uses and not include those uses indicated as not permitted (“NP”). The additional standards and special use permit requirements contained in Chapter 3 of the Unified Development Ordinance will not be applicable, unless and except the Master

Plan Table of Allowable Uses indicates that it is permitted subject to additional standards ("PS").

2. This Master Development Plan for Third Street Apollo is a site-specific Conditional Zoning Plan and is itself a condition of the Conditional District.

3. This Master Development Plan for Third Street Apollo satisfies the requirements set forth in Chapters 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the UDO, including any inconsistent requirement or provision illustrated or depicted therein. Otherwise, the provisions of the UDO shall serve as the prevailing standards which apply to Third Street Apollo. All standards and conditions included within the Master Development Plan and CD application shall supersede any conflicting standards of the UDO.

4. Under circumstances where the Master Development Plan and CD application do not directly address a standard or provision and a UDO provision does, the Zoning Administrator may grant minor deviations (as determined by the Zoning Administrator) from UDO development standards if they are satisfied that doing so will be consistent with the overall intent and approach of the Master Development Plan and CD and not inconsistent with the general objectives of the UDO. Except for substantial changes set forth in Section 15.13.F of the UDO, any changes to the Master Development Plan and CD or subsequent Final Plan are reviewed and approved by the Zoning Administrator.

5. Third Street Apollo and the Master Development Plan require the contemporaneous approval of a Development Agreement by and among Hollybrook Partners LLC, a North Carolina limited liability company and the Town of Wendell, a municipal corporation of the State of North Carolina, satisfactory to the Applicant which is a condition of this CD application.

6. Third Street Apollo's signage will be governed by Chapter 12 of the UDO and the Master Development Plan, which will fulfill the Town's goal to "promote Wendell's attractiveness to business and people of all walks of life." Third Street Apollo's tenants will comply with section 12.7(C) of the UDO; however, as a building greater than 25,000 square feet with multiple points of entry, the overall signage for Third Street Apollo will be exempt from the maximum area of 200 square feet per façade facing right-of-way and specific applicability maximum percentages of ten percent (10 %) of the front building and five percent (5%) of side or rear façade facing right-of-way. Notwithstanding the foregoing, signage for Third Street Apollo will not exceed the maximum area of 300 square feet per façade facing right-of-way. Third Street Apollo's overall signage will be submitted to the Administrator for approval in accordance with Chapter 12.

What follows is the Master Plan Table of Allowable Uses as mentioned in Condition #1.

I. Office/Service

BASE DISTRICT	DMX
Office/Service	
Animal Services	P
ATM	P
Animal Services—Boarding as Primary	NP
Banks, Credit Unions, Financial Services	P
Business Support Services	P
Child/Adult Day Care Center (More than 8 persons)	P
Community Service Organization	P
Continuing Care Retirement Community	NP
Drive Thru Service	NP
Equipment Rental	NP
Funeral Homes	NP
Group Care Facility (More than 6 residents)	NP
Government Services	P
Laundry Services	P
Medical Services—Clinic, Urgent Care Center	P
Medical Services—Doctor office	P
Outdoor Kennels/Equine Facilities	NP
Post Office	P
Personal Services	P
Professional Services	P
Residential Treatment Facility	NP
Studio—Art, Music	P
Studio—Dance, Martial Arts	P
Tattoo Parlor	P
Vehicle Services—Minor Maintenance/Repair	NP
Vehicle Services—Major Repair/ Body Work	NP

II. Retail/Restaurants

BASE DISTRICT	DMX
Retail/Restaurants	
Alcoholic Beverage Sales Store	P
Auto Parts Sales	P
Bar/Tavern/Night Club	P
Car Wash—Stand Alone, Self Service	NP
Drive-Thru Retail/Restaurants	NP
Gas Station	NP
General Retail—10,000 sf or less	P
General Retail—10,001—50,000 sf	P
General Retail—Greater than 50,000 sf	P
Nursery and Garden Center	NP
Restaurant	P
Shopping Center—Neighborhood Center	NP
Shopping Center—Community Center	NP
Vehicle Sales	NP
Heavy Equipment/RV Sales/ Farm Equipment Sales/Mobile Home Sales	NP

III. Entertainment/Recreation

BASE DISTRICT	DMX
Entertainment/Recreation	
Adult Establishment	NP
Amusements, Indoor	P
Amusements, Outdoor	NP
Cultural or Community Facility	P
Event Venue, Outdoor	P
Farmers Markets	P
Meeting Facility/Indoor Event Venue	P
Recreation Facilities, Indoor	P
Recreation Facilities, Outdoor	P
Shooting Range, Indoor	NP
Sports Training/Fitness Complex	NP
Sweepstakes Center	NP
Theater, Live Performance, Indoor	P
Theater, Live Performance, Outdoor	NP
Theater, Movie	P

IV. Manufacturing/Wholesale/Storage

BASE DISTRICT	DMX
Manufacturing/Wholesale/ Storage	
Agriculture	NP
Commissary Kitchen	NP
Laundry, dry cleaning plant	NP
Manufacturing, Light	P
Manufacturing, Neighborhood	P
Manufacturing, Heavy	NP
Media production	P
Metal products fabrication, machine or welding shop	NP
Micro-Distillery/Micro-Brewery/Micro-Winery	P
Mini-Warehouses	NP
Research and development	P
Storage—Outdoor as a primary use	NP
Storage—Warehouse, indoor storage	P
Wholesale Distribution	NP

V. Civic / Institutional

BASE DISTRICT	DMX
Civic/Institutional	
Campground	NP
Cemetery	NP
Colleges/Universities	P
Hospital	NP
Public Safety Station	P
Religious Institutions	NP
Schools—Elementary & Secondary	NP
Schools—Vocational/Technical	P

Environmental

The applicant will need to confirm whether stormwater and sedimentation-erosion control permits from Wake County Environmental Services are needed before any site work can commence. The site will increase in impervious by just over a half-acre. Wake County provides stormwater, sedimentation, and erosion control services for the Town of Wendell.

- The proposed plan shows a new underground stormwater control measure beneath the proposed parking lot.

Buffers

Buffers are not required between commercial uses; however, the plan does show street trees as required as well as parking lot plantings.

Open Space

The UDO does not require open space dedication for commercial developments.

Streams and Wetlands

UDO Section 16.3 Environmental Survey requires that all streams, wetlands, floodplains, and other features be shown on preliminary plans.

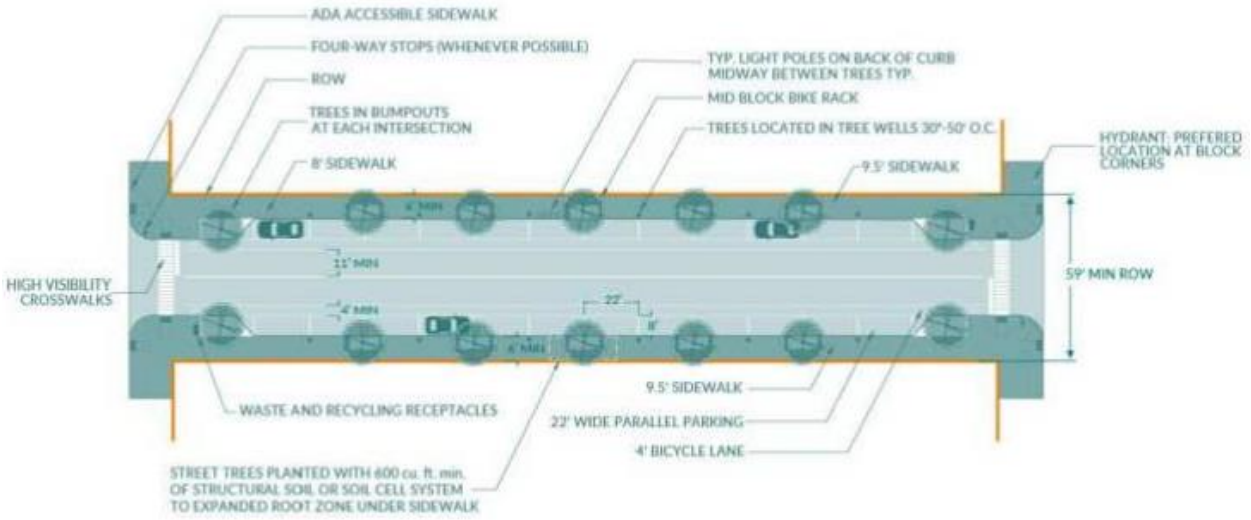
- There are flood prone soils in the area of the parking lot but there are no floodplains or jurisdictional streams on the property.

Transportation

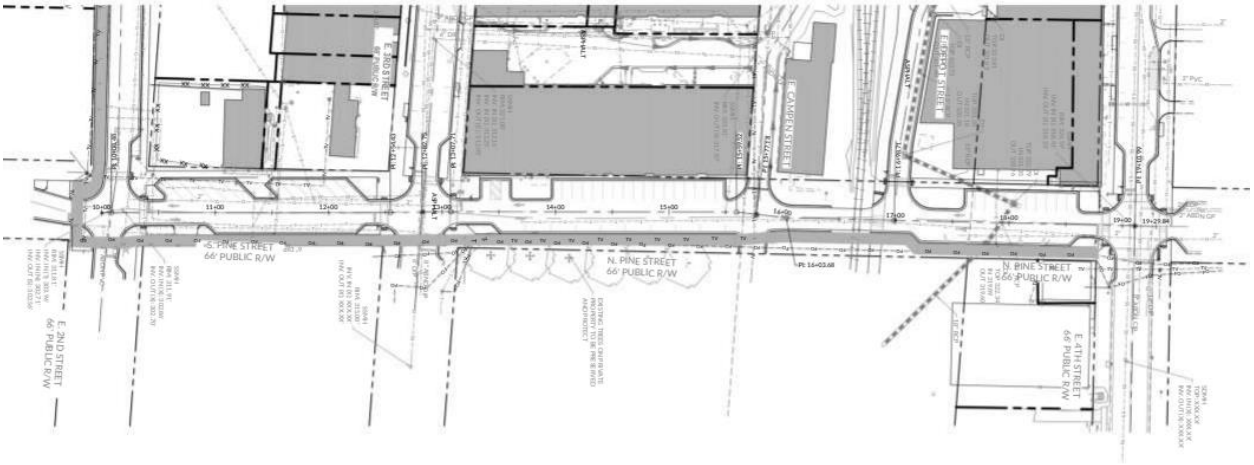
When projects are anticipated to have more than 100 peak hour trips or 1,000 daily trips, the UDO requires a Transportation Impact Analysis. A TIA was not required for this project as it isn't anticipated to exceed the number of trips already accounted for with the building's previous use(s). The applicant is also proposing to remove roughly 6,000 square feet of building square footage in the renovations thereby reducing the number of possible trips.

New sidewalk and curb and gutter are proposed along portions of the project frontage on East Third Street.

As part of the Developer's Agreement and the Town's Downtown Streetscape project the developer will construct the improvements along Third Street frontage. The streetscape design is from the recently approved Downtown Streetscape Plan and will assist with extending the Third Street area of Downtown. The applicants site plan shows the construction of a 63 space parking lot.



The Town of Wendell will construct the improvements along the Pine Street frontage per the Developer's Agreement and will also assist with public parking to be built within the railroad right of way. The Pine Street streetscape includes a greenway that will connect Downtown with the South Main Street Greenway. The Town's parking lot is not fully designed at this time but will be open for the downtown overall.



Phasing

The development only has only phase as most of the improvements will be made inside already existing buildings.

Comprehensive Plan

The Wendell Blueprint 2030 Comprehensive Plan identifies this parcel Downtown Core.

DOWNTOWN CORE / DOWNTOWN FRINGE

DTN/F

Wendell's downtown is one of three major development "nodes" in the study area, but it is unique as a link to community, history, and source of identity for the Town. Commercial buildings have distinct characters, with events and public art contributing to the sense of place. The Downtown Fringe relies more on residential development, with many structures dating back 50 or more years. The synergy between the Downtown Core and Fringe is important to both placetypes, as is creating walking connectivity between them, developing consistent streetscapes, and quality of maintenance to what amounts to the calling card of the Town.



USES + BUILDINGS

Downtown Core:
- *Commercial uses in two-to-four stories including retail restaurants, personal services, and small-to-medium offices*
- *Co-Working space/Makerspace*
- *Attached single-family (townhome)*
- *Multi-family (condominiums, apartments)*
- *Lodging, hotels*
- *Civic uses including government offices and services such as library branches*
- *Event spaces such as greens or amphitheaters*

Downtown Fringe:
- *One- and two-story homes*
- *Institutional (religious and school)*
- *Small-scale neighborhood commercial*
- *Attached single-family (townhome)*

STREET PATTERN

Street Pattern: *Grid/Modified Grid*
Max Block Length: *n/a*

Connectivity:
- *400'*
- *600' with mid-block pedestrian connections*
- *Highly connected internally and externally (to adjacent development); alleys in Core and pedestrian walkways in Fringe*

Street Types:
- *Private*
- *Local 2-lane*
- *Local 2-lane divided*

OPEN SPACE

- *Pocket parks*
- *Formal and informal greens*
- *Neighborhood parks*
- *Streetscaped hard-surface trails*

The proposed project meets characteristics outlined in the descriptions of the Downtown Core placetype as it relates to uses, street pattern, street types, connectivity and open space.



The Third Street Appollo project assists with implementing the small area plan for Downtown from Blueprint Wendell 2030. The infill adaptive mixed-use project partnering with the Town will create a new destination for residents and visitors.

Statement of Plan Consistency and Reasonableness

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

The plan is consistent with Blueprint Wendell 2030, and could be considered reasonable as it assists with the plan goal listed below:

- Downtown D1. *Strengthen downtown as the heart and central gathering place of the community.* This plan seeks to create space for numerous small businesses and restaurants and be a hub for entertainment and activity.
- Downtown D2. *Grow downtown as a larger, mixed-use center to better position Wendell as a destination in the region and competitive investment location.* This project itself grows downtown mixed use by more than 100,000 square feet.
- Downtown D2.3 *Participate in efforts to redevelop sites and reuse existing buildings.* The Town is partnering with the developer, through a Developer's Agreement, for improvements including the Downtown Streetscape project with improvements along Pine Street bordering the project.
- Centers of Activity CA1. *Support development of key nodes (large and small)*. Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses.
- Centers of Activity CA2. *Amend zoning to accommodate mixed-use development in key nodes*, including downtown. The change in zoning from MI, a manufacturing-based zoning, to Downtown Mixed Use gives the applicant more available uses to create a mixed-use development.
- Historic Preservation H1.1 *Appreciate history*. Built in 1945, the Monk-Henderson building has been the site of some of the town's largest employers and an anchor to the downtown.
- Economic Development E3.7. *Reduce retail leakage and increase spending on businesses here*. The project as proposed will have retail and entertainment uses where citizens can shop and enjoy local stores and entertainment.

Neighborhood Meeting

The applicant held a virtual neighborhood meeting on October 30, 2025. Two neighbors were in attendance. Meeting minutes are added as an attachment.

Technical Review Committee (TRC) Comments:

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

Staff Comments:

The proposed development is consistent with the Wendell Comprehensive Plan – Blueprint Wendell 2030 and could be considered reasonable since it fulfills the goals of the comprehensive plan noted above and therefore staff recommends approval.

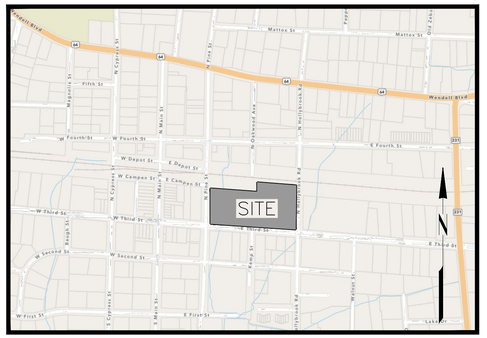
MASTER DEVELOPMENT PLAN

FOR

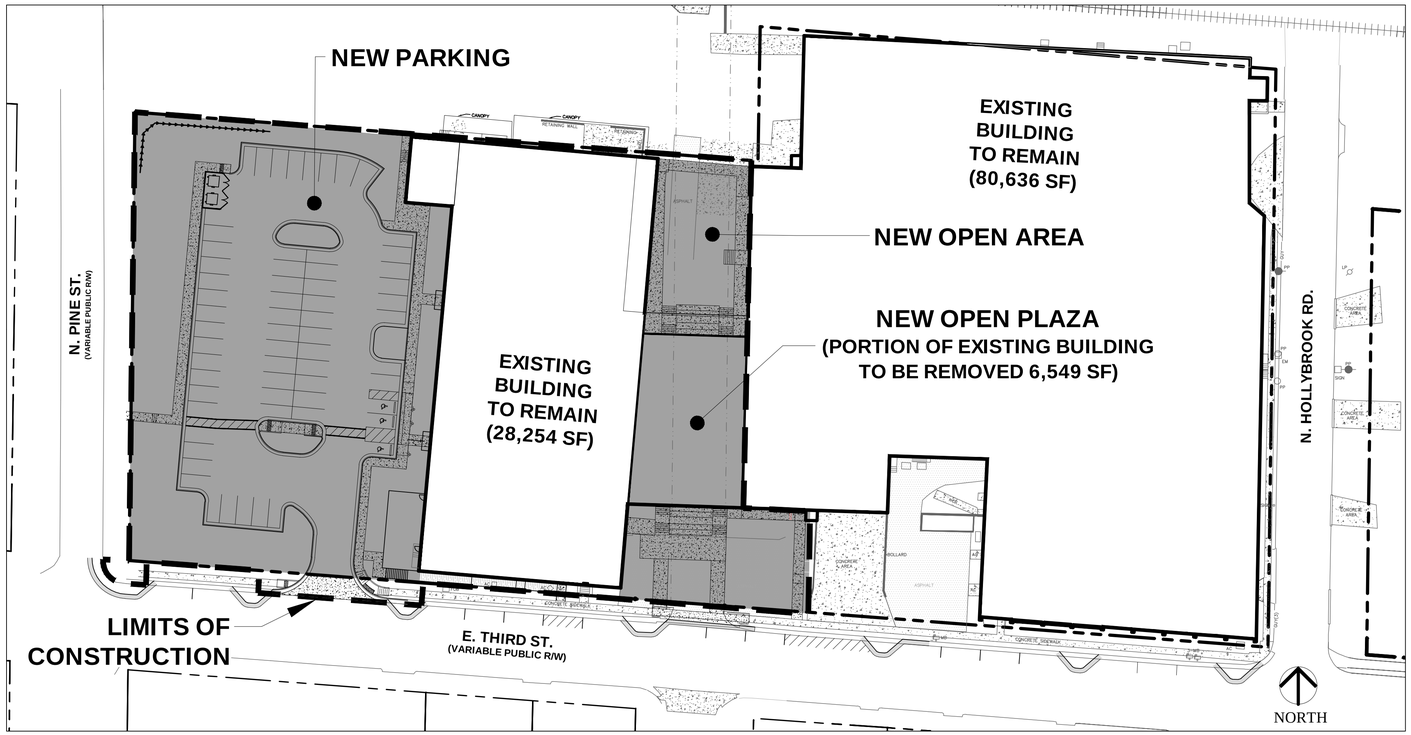
THIRD STREET APOLLO

WENDELL, NORTH CAROLINA

CASE # CD25-06



VICINITY MAP NTS



VICINITY MAP SCALE: 1"=40'

GENERAL NOTES

1. SURVEY DATA PROVIDED BY ROBINSON & PLANTE, PC. LAND SURVEYING, C-2687, 970 TRINITY ROAD, 27607, (919) 859-6030

RALEIGH WATER CONDITIONS OF APPROVAL:

1. ALL WATER, SANITARY SEWER AND REUSE FACILITIES SHALL BE INSTALLED, INSPECTED, TESTED, AND ACCEPTED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT FOR OPERATIONS AND MAINTENANCE PRIOR TO 1ST CO
2. CONSTRUCTION DRAWINGS MUST BE APPROVED BY THE CITY OF RALEIGH PUBLIC UTILITIES DEPARTMENT
3. A DOWNSTREAM SEWER CAPACITY STUDY IN COMPLIANCE WITH CORPUD HANDBOOK SHALL BE SUBMITTED BY THE PROJECT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION DRAWING APPROVAL

City of Raleigh Public Utilities Department

Preliminary approval only. Does not constitute construction approval for any proposed water or sewer main extensions. Valid only with signature of a City of Raleigh Review Officer. This electronic approval may not be edited once issued. Any modification to this approval once issued will invalidate this approval.

SITE DATA

1.	CURRENT PROPERTY OWNER/ /DEVELOPER	HOLLYHOCK PARTNERS LLC PO BOX 6247 RALEIGH NC 27628-6247
2.	CONTACT PERSON	PIEDMONT LAND DESIGN, PLLC ATTN. MIKE SCHNEIDER 8522-204 SIX FORKS ROAD RALEIGH NORTH CAROLINA 27615 (919) 845-7600 (PHONE) (919) 845-7703 (FAX) MIKES@PIEDMONTLANDDESIGN.COM
3.	TOTAL PROJECT AREA	4.15 AC
4.	PARCEL DATA:	PIN: 1783797828 ADDRESS: 9 N HOLLYBROOK RD. REF: D.B. 019241, PAGE 02419
5.	ZONING	EXISTING: MI PROPOSED: DMX CONDITIONAL DISTRICT
6.	USES	EXISTING USE: MANUFACTURING FACILITY PROPOSED USE: REFER TO ZONING DOCUMENT
7.	DISTURBED AND IMPERVIOUS AREA	DISTURBED AREA = 1.0 AC EXISTING IMPERVIOUS AREA = 133,500 SF TOTAL IMPERVIOUS AREA AFTER CONSTRUCTION BUILDING 108,486 SF * PARKING 23,755 SF SIDEWALK 22,651 SF TOTAL = 154,892 SF * THE BUILDING IMPERVIOUS AREA (108,486 SF) IS LESS THAN THE ACTUAL PROPOSED BUILDING AREA (108,890 SF) BECAUSE 404 SF OF THE EXISTING BUILDING IS OUTSIDE OF THE PROPERTY (IT IS WITHIN THE RAILROAD ROW)
8.	BUILDING AREAS	EXISTING = 115,439 SF PROPOSED = 108,890 SF
9.	PROPOSED USE	PARKING LOT 62 SPACES PROVIDED (INCLUDES 3 H/C SPACES) REFER TO PROPOSED CONDITIONAL USE SECTION III.H.PARKING
10.	INFRASTRUCTURE TOTALS	PUBLIC SIDEWALK - 86 LF STORM PIPE - 14 LF PRIVATE SIDEWALK - 730 LF STORM PIPE - 487 LF

SHEET INDEX:

MP 1.0	COVER SHEET
MP 2.0	ZONING CONDITIONS
MP 3.0	EXISTING CONDITIONS PLAN
MP 4.0	SITE PLAN
MP 5.0	UTILITY PLAN
MP 6.0	BUILDING ELEVATIONS
MP 7.0	BUILDING ELEVATIONS
MP 8.0	ILLUSTRATIVE LANDSCAPE PLAN

I hereby certify that the Plan was approved by the (Administrator) or (TRC) of the Town of Wendell on the _____ day of _____20_____.

_____
Administrator

PLD

PIEDMONT LAND DESIGN, PLLC
8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
919.845.7600 PHONE
919.845.7703 FAX
ENGR. FIRM LICENSE NO. F-0843

PRELIMINARY
NOT FOR CONSTRUCTION

THIRD STREET APOLLO
9 N HOLLYBROOK RD.
WENDELL, NORTH CAROLINA

ISSUED: **18 JUNE 2025**

REVISIONS:
- 1 17 DEC 2025 PER TOWN COMMENTS
- 2 27 JAN 2026 PER TOWN COMMENTS

DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

COVER SHEET

DWG. NO. **MP 1.0**

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A. District Provisions: Master Plan Table of Allowable Uses (UDO Section 2.3.C and 2.19.C.3.c)

Among the eight general categories of uses in the UDO, Third Street Apollo proposes to draw from uses in the following: (I) office/service, (II) retail/restaurant, (III) entertainment/recreation, (IV) manufacturing/wholesale/storage and (V) Civic / Institutional. These uses are set forth more specifically in the Master Plan Table of Allowable Uses that follow:

I. Office/Service

BASE DISTRICT	DMX
Office/Service	
Animal Services	P
ATM	P
Animal Services—Boarding as Primary	NP
Banks, Credit Unions, Financial Services	P
Business Support Services	P
Child/Adult Day Care Center (More than 8 persons)	P
Community Service Organization	P
Continuing Care Retirement Community	NP
Drive Thru Service	NP
Equipment Rental	NP
Funeral Homes	NP
Group Care Facility (More than 6 residents)	NP
Government Services	P
Laundry Services	P
Medical Services—Clinic, Urgent Care Center	P
Medical Services—Doctor office	P
Outdoor Kennels/Equine Facilities	NP
Post Office	P
Personal Services	P
Professional Services	P
Residential Treatment Facility	NP
Studio—Art, Music	P
Studio—Dance, Martial Arts	P
Tattoo Parlor	P
Vehicle Services—Minor Maintenance/Repair	NP
Vehicle Services—Major Repair/ Body Work	NP

II. Retail/Restaurants

BASE DISTRICT	DMX
Retail/Restaurants	
Alcoholic Beverage Sales Store	P
Auto Parts Sales	P
Bar/Tavern/Night Club	P
Car Wash—Stand Alone, Self Service	NP
Drive-Thru Retail/Restaurants	NP
Gas Station	NP
General Retail—10,000 sf or less	P
General Retail—10,001—50,000 sf	P
General Retail—Greater than 50,000 sf	P
Nursery and Garden Center	NP
Restaurant	P
Shopping Center—Neighborhood Center	NP
Shopping Center—Community Center	NP
Vehicle Sales	NP
Heavy Equipment/RV Sales/ Farm Equipment Sales/Mobile Home Sales	NP

III. Entertainment/Recreation

BASE DISTRICT	DMX
Entertainment/Recreation	
Adult Establishment	NP
Amusements, Indoor	P
Amusements, Outdoor	NP
Cultural or Community Facility	P
Event Venue, Outdoor	P
Farmers Markets	P
Meeting Facility/Indoor Event Venue	P
Recreation Facilities, Indoor	P
Recreation Facilities, Outdoor	P
Shooting Range, Indoor	NP
Sports Training/Fitness Complex	NP
Sweepstakes Center	NP
Theater, Live Performance, Indoor	P
Theater, Live Performance, Outdoor	NP
Theater, Movie	P

IV. Manufacturing/Wholesale/Storage

BASE DISTRICT	DMX
Manufacturing/Wholesale/ Storage	
Agriculture	NP
Commissary Kitchen	NP
Laundry, dry cleaning plant	NP
Manufacturing, Light	P
Manufacturing, Neighborhood	P
Manufacturing, Heavy	NP
Media production	P
Metal products fabrication, machine or welding shop	NP
Micro-Distillery/Micro-Brewery/Micro-Winery	P
Mini-Warehouses	NP
Research and development	P
Storage—Outdoor as a primary use	NP
Storage—Warehouse, indoor storage	P
Wholesale Distribution	NP

V. Civic / Institutional

BASE DISTRICT	DMX
Civic/Institutional	
Campground	NP
Cemetery	NP
Colleges/Universities	P
Hospital	NP
Public Safety Station	P
Religious Institutions	NP
Schools—Elementary & Secondary	NP
Schools—Vocational/Technical	P

Zoning Conditions (revised December 12, 2025)

1. Third Street Apollo may consist of the permitted ("P") uses in the Master Plan Table of Allowable Uses and not include those uses indicated as not permitted ("NP"). The additional use standards and special use permit requirements contained in Chapter 3 of the Unified Development Ordinance will not be applicable, unless and except the Master Plan Table of Allowable Uses indicates that it is permitted subject to additional standards ("PS").

2. This Master Development Plan for Third Street Apollo is a site-specific Conditional Zoning Plan and is itself a condition of the Conditional District.

3. This Master Development Plan for Third Street Apollo satisfies the requirements set forth in Chapters 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the UDO, including any inconsistent requirement or provision illustrated or depicted therein. Otherwise, the provisions of the UDO shall serve as the prevailing standards which apply to Third Street Apollo. All standards and conditions included within the Master Development Plan and CD application shall supersede any conflicting standards of the UDO.

4. Under circumstances where the Master Development Plan and CD application do not directly address a standard or provision and a UDO provision does, the Zoning Administrator may grant minor deviations (as determined by the Zoning Administrator) from UDO development standards if they are satisfied that doing so will be consistent with the overall intent and approach of the Master Development Plan and CD and not inconsistent with the general objectives of the UDO. Except for substantial changes set forth in Section 15.13.F of the UDO, any changes to the Master Development Plan and CD or subsequent Final Plan are reviewed and approved by the Zoning Administrator.

5. Third Street Apollo and the Master Development Plan require the contemporaneous approval of a Development Agreement by and among Hollybrook Partners LLC, a North Carolina limited liability company and the Town of Wendell, a municipal corporation of the State of North Carolina, satisfactory to the Applicant which is a condition of this CD application.

6. Third Street Apollo's signage will be governed by Chapter 12 of the UDO and the Master Development Plan, which will fulfill the Town's goal to "promote Wendell's attractiveness to business and people of all walks of life." Third Street Apollo's tenants will comply with Section 12.7(C) of the UDO; however, as a building greater than 25,000 square feet with multiple points of entry, the overall signage for Third Street Apollo will be exempt from the maximum area of 200 square feet per façade facing right-of-way and specific applicability maximum percentages of ten percent (10%) of the front building and five percent (5%) of side or rear façade facing right-of-way. Notwithstanding the forgoing, signage for Third Street Apollo will not exceed the maximum area of 300 square feet per façade facing right-of-way. Third Street Apollo's overall signage will be submitted to the Administrator for approval in accordance with Chapter 12.

PLD
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8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
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9 N HOLLYBROOK RD.
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ISSUED: **18 JUNE 2025**

REVISIONS:
1 19 SEP 2025
PER TOWN COMMENTS
2 17 DEC 2025
PER TOWN COMMENTS

DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

ZONING CONDITIONS

DWG. NO. **MP 2.0**

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KEMP STREET
(FORMERLY N.
OAKWOOD AVE.)

CMP 36"
INV 314.65

RAILROAD TRACKS

NORFOLK & SOUTHERN
RAILROAD 200' R/W

CMP 36"
INV 311.72

S 85°30'38" E 349.27'

GRAVEL DRIVE

CANOPY

RETAINING WALL

CONCRETE PAD

4' x 8' METAL LANDING W/ 5 METAL STEPS

CANOPY

RETAINING WALL

CONCRETE PAD

(NO TOP)
INV. 322.05

CONCRETE RAMP

EX. DROP INLET
TOP TOP 324.28
INV. 321.28

N 05°57'11" E 289.25'

S 85°16'33" E 289.25'

RAILROAD TRACKS

HVAC

CONCRETE STEPS

8" BLOCK

HVAC

FFE 328.99

FFE 329.01

FFE 329.00

FFE 329.02

WOOD LANDING AND STEPS

RISER ROOM

FDC

FFE 328.96

FFE 328.63

OVER-HANG

FFE 328.63

OVER-HANG

FFE 328.70

FH

S 85°27'54" E 116.67'

N. PINE ST.
(VARIABLE PUBLIC R/W)
RECORDED AS: 66' @ B.M. 1989 PG. 443)

N 00°45'49" E 290.74'

41" OAK

21" OAK

52" OAK

39" OAK

25" OAK

44" OAK

WETLANDS

EXISTING PROPANE TANK (TO BE REMOVED)

EXISTING CONCRETE PAD (TO BE REMOVED)

EXISTING GRAVEL DRIVE (TO BE REMOVED)

HATCH INDICATES PORTION OF THE EXISTING BUILDING THAT WILL BE REMOVED TO BECOME AN OPEN PLAZA

30' UTILITY EASEMENT
D.B. 2829, PG. 196
B.M. 1989, PG. 443

EXISTING BUILDING
115,439 SF

FFE 313.71

FFE 313.72

FFE 322.37

FFE 322.32

OVERHANG

CONCRETE AREA

FFE 323.60

FFE 324.75

ENCLOSED MECHANICAL AREA

OVERHANG

FFE 322.34

FFE 322.44

OVERHANG

FFE 322.43

FFE 324.93

FFE 328.75

STEPS TO ROOF

FFE 326.53

FFE 328.70

RISER ROOM

FDC

OVERHANG

GAS METER

GAS

GAS

PROPANE TANK

BOLLARD

CONCRETE AREA

ASPHALT

ASPHALT

FFE 321.26

OVERHANG

FFE 319.10

OVERHANG

FFE 321.32

PROPANE TANK

PROPANE TANK

DROP INLET
TOP= 321.59 INV.
319.89

OVERHANGING POWER LINES ON SIDE OF BLDG.

FFE 328.59

COVERED LANDING – 8 STEPS

N 04°47'41" E 324.23'

S 04°47'41" W 323.17'

CONCRETE AREA

SIGN

CONCRETE AREA

CONCRETE AREA

REID 0442113 0.425 ACRES 18,539 S.F. (VACANT)

EX CB
TOP 318.70 INV.IN(12") 315.9
INV.IN(8") 316.3 INV.OUT 315.5

HEADWALL
TOP 313.59
INV 310.11

30" RCP

CB
TOP 314.67
INV IN 309.89
INV OUT 309.79

10" SS MAIN

E. THIRD ST.
(VARIABLE PUBLIC R/W)
(B.M. 1990 PG. 527 / B.M. 1989 PG. 443)

N 85°38'48" W 638.43'

12"RCP

8"VCP

15" RCP

CB

RCP 36"

CB
TOP 314.53
INV IN 307.94
INV OUT 307.82

EX. 10" SS MAIN

EX. 8" WCP

EX. 7" WL

MH
TOP 315.07
INV IN (1) 307.45
INV IN (2) 307.58
INV OUT 307.37

EX. 8" PVC
SS MAIN

DLR PROPERTIES
PIN 1783.07-79-4671
D.B. 6991 PG. 609

DLR PROPERTIES
PIN 1783.08-79-5630
D.B. 11456 PG. 779

TOWN OF WENDELL
PIN 1783.07-79-3672
D.B. 16899, PG. 1036

KEMP STREET
(FORMERLY N.
OAKWOOD AVE.)
(66' PUBLIC R/W)
(B.M. 1989, PG. 443)

RBS

WMH

PP

HOLLYBROOK PARTNERS LLC
PIN 1783.08-79-7828
BOOK 19241 PG. 2419

REBECCA N. BRIDGERS
PIN 1783.08-79-7633
BOOK 21-E PG. 0

BENJAMIN & SARAH BRIDGERS
PIN 1783.08-79-8613
D.B. 19149 PG. 244

REBECCA N. BRIDGERS
PIN 1783.08-79-8682 BOOK
21-E PG. 0

N. HOLLYBROOK RD.
(55.33' PUBLIC R/W)
(B.M. 2016 PG. 2048 / B.M. 2016, PG. 310)

EX. MH
TOP 318.46
INV IN (1) 313.76
INV IN (2) 310.78
INV OUT 310.72

NORTH

0 30 60 90

SCALE IN FEET 1"=30'

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PLD

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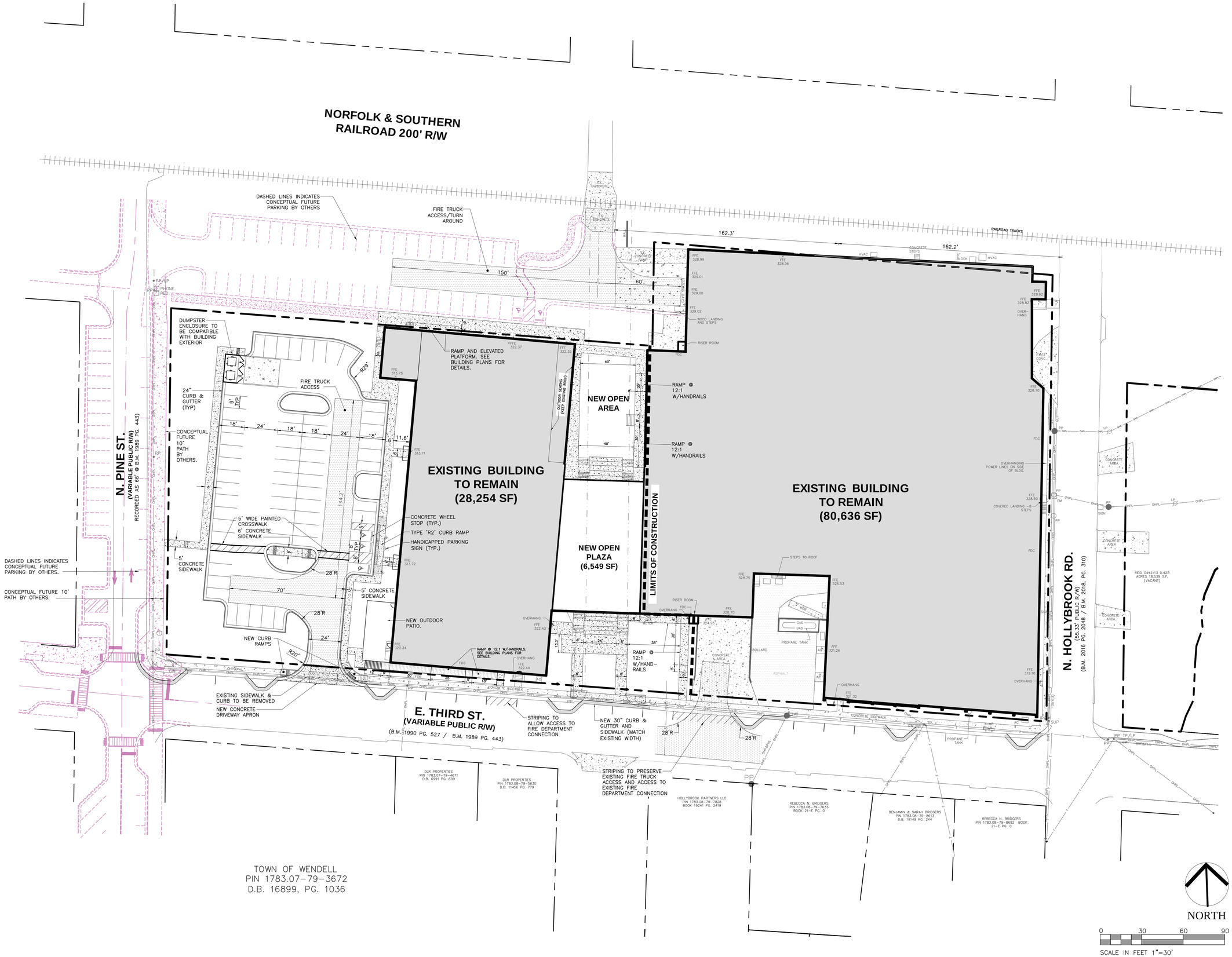
REVISIONS:

DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

EXISTING CONDITIONS PLAN

DWG. NO. **MP 3.0**



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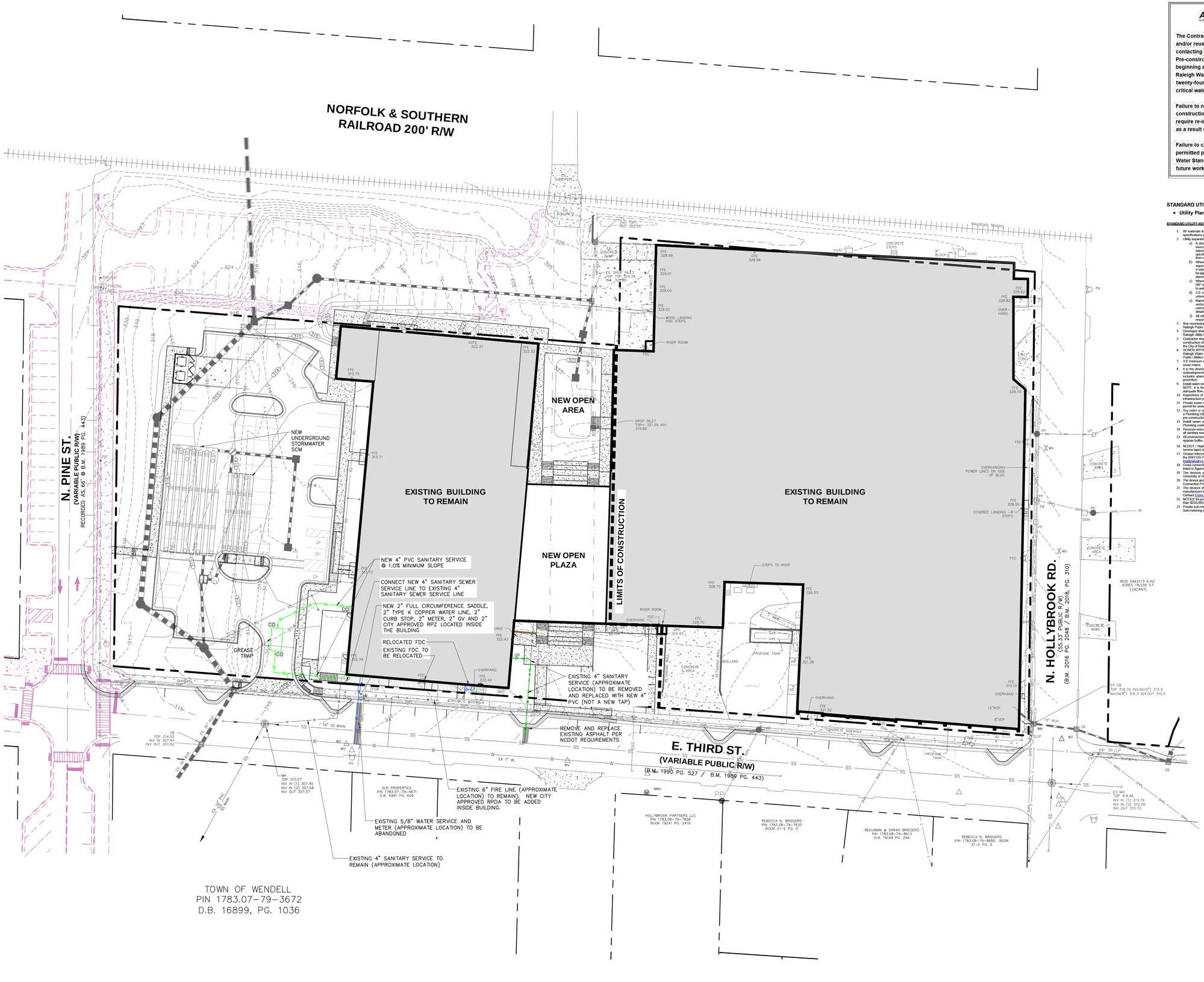
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CHECKED BY: **MLS**

PROJECT: **CCPSW**

SITE PLAN

DWG. NO. **MP 4.0**

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ATTENTION CONTRACTORS

JAN2025

The Contractor responsible for the extension of water, sewer, and/or reuse, as approved in these plans, is responsible for contacting the Infrastructure Inspections Division to schedule a Pre-construction meeting on the Development Portal prior to beginning any construction.
Raleigh Water must be contacted at (919) 996-4540 at least twenty-four hours prior to beginning any work activity around critical water and sewer infrastructure.

Failure to notify City Departments in advance of beginning construction, will result in the issuance of monetary fines, and require re-installation of any water or sewer facilities not inspected as a result of this notification failure.

Failure to call for inspection, install a downstream plug. have permitted plans on the jobsite, or any other violation of Raleigh Water Standards will result in a fine and possible exclusion from future work in the City of Raleigh.

STANDARD UTILITY NOTES

- **Utility Plan(s) for City of Raleigh and Merger Towns**

STANDARD UTILITY NOTES:

1. All materials & construction methods shall be in accordance with City of Raleigh design standards, details & specifications (reference: CORPUD Handbook, current edition)
2. Utility separation requirements:
   a) A distance of 100' shall be maintained between sanitary sewer & any private or public water supply source such as an impounded reservoir used as a source of drinking water. If adequate lateral separation cannot be achieved, ferrous sanitary sewer pipe shall be specified & installed to waterline specifications. However, the minimum separation shall not be less than 25' from a private well or 50' from a public well.
   b) When installing water &/or sewer mains, the horizontal separation between utilities shall be 10'. If this separation cannot be maintained due to existing conditions, the variation allowed is the water main in a separate trench with the elevation of the water main at least 18" above the top of the sewer & must be approved by the Public Utilities Director. All distances are measured from outside diameter to outside diameter.
   c) Where it is impossible to obtain proper separation, or anytime a sanitary sewer passes over a watermain, DIP materials or steel encasement extended 10' on each side of crossing must be specified & installed to waterline specifications.
   d) A 12" vertical separation is required between all sanitary sewer & storm sewer facilities, unless DIP material is specified for sanitary sewer
   e) Maintain 18" min. vertical separation at all watermain & RCP storm drain crossings; maintain 18" min. vertical separation at all sanitary sewer & RCP stormdrain crossings. Where adequate separations cannot be achieved, specify DIP materials & a concrete cradle having 6" min. clearance (per CORPUD details W- 41 & S-40).
   f) All other underground utilities shall cross water & sewer facilities with 18" min. vertical separation required.
3. Any necessary field revisions are subject to review & approval of an amended plan &/or profile by the City of Raleigh Public Utilities Department prior to construction.
4. Developer shall provide 30 days advance written notice to owner for any work required within an existing City of Raleigh Public Utility easement or right-of-way.
5. Contractor shall maintain continuous water & sewer service to existing residences & businesses throughout construction of project. Any necessary service interruptions shall be preceded by a 24-hour advance notice to the City of Raleigh Public Utilities Department
6. SEWER BYPASS PUMPING – A bypass plan sealed by an NC Professional Engineer shall be provided to Raleigh Water prior to pumping operations for approval. The operations and equipment shall comply with the Public Utilities Handbook.
7. 3.0' minimum cover is required on all water mains & sewer force mains. 4.0' minimum cover is required on all reuse mains.
8. It is the developer's responsibility to abandon or remove existing water & sewer services not being used in redevelopment of a site unless otherwise directed by the City of Raleigh Public Utilities Department. This includes abandoning tap at main & removal of service from ROW or easement per CORPUD Handbook procedures.
9. Install water services with meters located at ROW or within a 2'x2' Waterline Easement immediately adjacent. NOTE: it is the applicant's responsibility to properly size the water service for each connection to provide adequate flow & pressure.
10. Inspections of 4" and larger water mains of the private distribution system will be inspected as part of the infrastructure permit.
11. Private fire mains as part of a collection system are permitted and inspected under the private infrastructure permit for sewer.
12. Any water or sewer services on private property that will be installed under Construction Drawings may require a Plumbing Utility Permit in the City of Raleigh. Consult with the Engineering Inspection Coordinator during the pre-construction meeting on the necessary permits.
13. Install sewer services with cleanouts located at ROW or easement line & spaced per the current NC Plumbing code.
14. Pressure reducing valves are required on all water services exceeding 80 psi; backwater valves are required on all sanitary sewer services having building drains lower than 1.0' above the next upstream/downstream manhole.
15. All environmental permits applicable to the project must be obtained from NCDWQ, USACE &/or FEMA for any riparian buffer, wetland &/or floodplain impacts (respectively) prior to construction.
16. NCDOT / Railroad Encroachment Agreements are required for any utility work (including main extensions & service taps) within state or railroad ROW prior to construction.
17. Grease Interceptor / Oil Water Separator sizing calculations & installation specifications shall be approved by the RWFOG Program Coordinator prior to issuance of a UC and/or Building Permit. Contact (919) 996-4516 or FOG@raleighnc.gov for more information.
18. Cross-connection control protection devices are required based on the degree of health hazard involved as listed in Appendix B of the Rules Governing Public Water Systems in North Carolina.
19. The devices shall meet the American Society of Sanitary Engineering (ASSE) standards and be on the Unversity of Southern California approval list.
20. The device and installation shall meet the guidelines of Appendix A – Guidelines and Requirements for the Cross Connection Program in Raleigh's Service Area.
21. The devices shall be installed and tested (both, initial and periodic testing thereafter) in accordance with the manufacturer's recommendations or the local cross connection control program, whichever is more stringent. Contact Cross.connection@raleighnc.gov for more information.
22. NOTICE: for projects that involve an oversized main or urban main replacement. Any City reimbursement greater than $250,000.00 must undergo the public bidding process.
23. Private sub-metering - No resale of water shall occur without approval of the North Carolina Utility Commission. Sub-metering shall be in accordance with Section 1400 of the "SAFE DRINKING WATER ACT".

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DRAWN BY: **JET**
CHECKED BY: **MLS**
PROJECT: **CCPSW**

UTILITY PLAN

DWG. NO. **MP 5.0**

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SOUTH



WEST



NORTH

PLD
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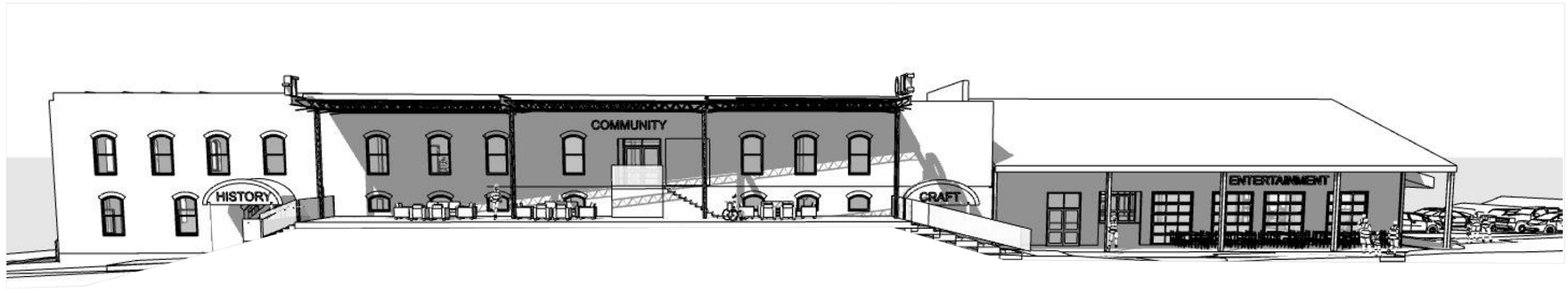
BUILDING ELEVATIONS

DWG. NO. **MP 6.0**

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FACTORY YARDS



MONK-HENDERSON YARDS



NORTH YARD



WEST SIDE



SOUTH YARD

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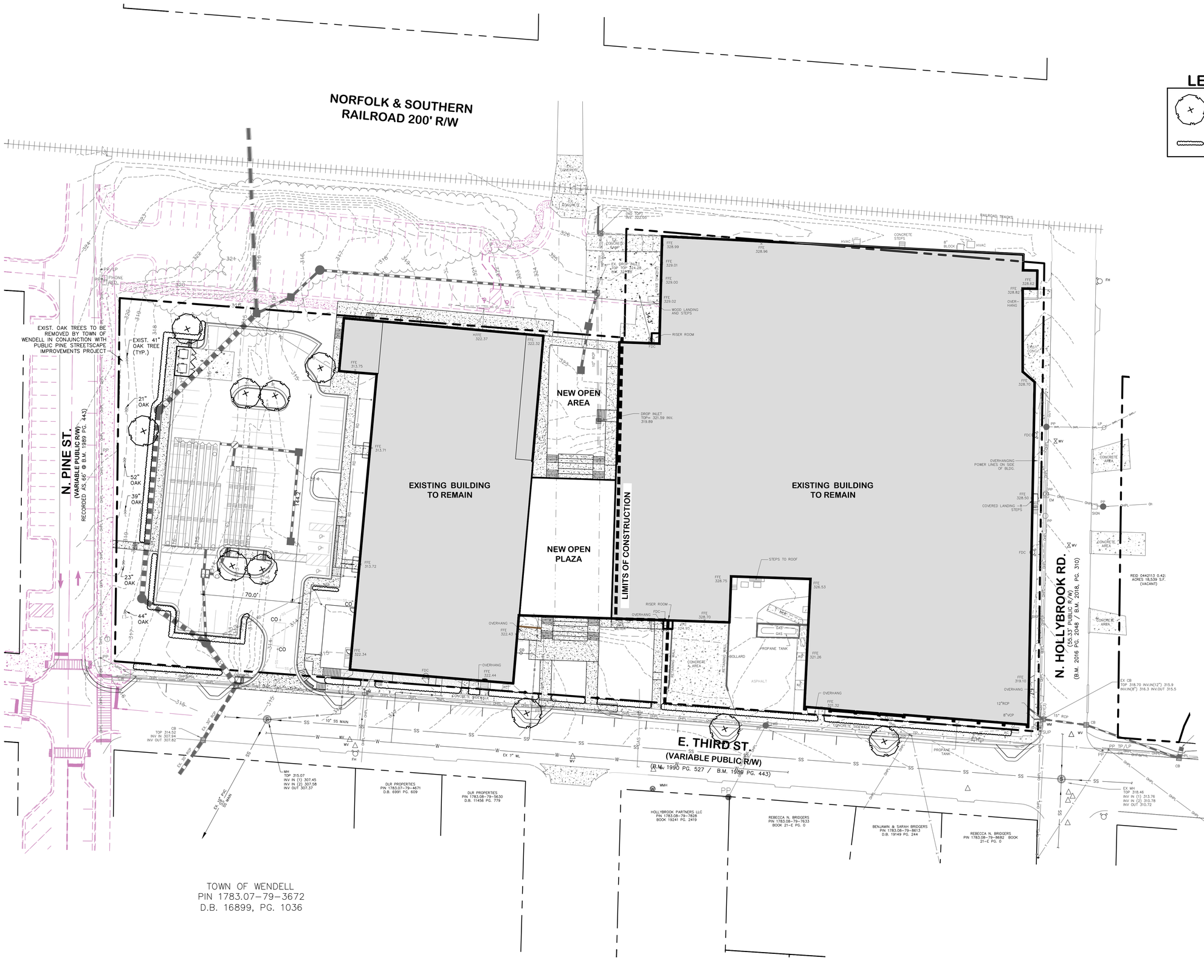
DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

BUILDING ELEVATIONS

DWG. NO. **MP 7.0**

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F:\Projects\CCPSW\Drawings\Site\CCPSW_BASE.dwg - MP 8 ILLUSTRATIVE LS Jan 27, '26 - 2:14pm

PLD

PIEDMONT LAND DESIGN, PLLC
8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
919.845.7600 PHONE
919.845.7703 FAX
ENGR. FIRM LICENSE NO. F-0843

PRELIMINARY
NOT FOR CONSTRUCTION

THIRD STREET APOLLO

9 N HOLLYBROOK RD.
WENDELL, NORTH CAROLINA

ISSUED: 17 DEC 2025

REVISIONS:

DRAWN BY: JET
CHECKED BY: MLS

PROJECT: CCPSW

ILLUSTRATIVE LANDSCAPE EXHIBIT

DWG. NO. MP 8.0

CUNNINGHAM LAW
PROFESSIONAL LIMITED LIABILITY COMPANY

Two Hannover Square
434 Fayetteville Street, Suite 2330
Raleigh, North Carolina 27601
www.CalCunninghamNC.com

CAL CUNNINGHAM
Direct: (919) 295-2270
Email: Cal@CalCunninghamNC.com

MEMORANDUM

To: Town of Wendell Planning Department
From: Cal Cunningham
Date: October 31, 2025
Re: Third Street Apollo
Minutes of Neighborhood Meeting

Background:

These Minutes of Neighborhood Meeting ("Minutes") relate to the application for conditional district rezoning for Third Street Apollo, Application No. CD25-06, Project ID: 1874492 for that tract of land at 9 North Hollybrook Road, Wendell, North Carolina, Parcel Identification Number: 1783797828; Real Estate ID: 0048165

A meeting of adjacent property owners was noticed by US Mail on October 6, 2025 and held by Zoom at 6:00PM on October 30, 2025.

Attachments:

1. Notification of Neighborhood Meeting, dated October 6, 2025, with enclosure
2. Mailing list for adjacent property owners
3. Scanned copy of mailing envelopes for mailing of notice

Attendees:

1. Cal Cunningham, 434 Fayetteville Street, Suite 2330, Raleigh, NC 27601, counsel for developer and host
2. David Arnold, 204 and 210 East Fourth Street and 1429 South Hollybrook Road, Wendell, NC 27591
3. Sandy Tyndall, Vessel Properties LLC, 375 East Third Street, Wendell, NC 27591
4. Tyler Morris, Hollybrook Partners, LLC, 9 North Hollybrook Road, Wendell, NC 27591, developer
5. Jason Stegall, Hollybrook Partners, LLC, 9 North Hollybrook Road, Wendell, NC 27591, developer

Minutes:

1. The meeting of neighbors was called to order at 6:00PM via Zoom, the above attendees were present.

2. Mr. Cunningham provided a general overview of the zoning application, with reference to the exhibits attached to the meeting notice.

3. Mr. David Arnold asked any plans for the site with cell tower on it at Oakwood Avenue and North Hollybrook. The development team noted that no development is proposed for that site at this time.

4. Ms. Sandy Tyndall raised the topic of parking and noted that she has posted signs at her building (375 West Third Street) because members of the public park in her lot for downtown events. The development team outlined the onsite and off-site parking plans for the project.

5. Ms. Tyndall asked about development timeline for phases 1 and 2 for the project. The development team indicated an intent, subject to approval of zoning and construction drawings, to have work complete and tenants in phase 1 by early 2027. Phase 2 will be subject to the development team's experience with market demand.

6. The development team offered to remain in direct touch with Mr. Arnold and Ms. Tyndall should they have additional questions or concerns. There being no further questions, input or dialogue, the meeting of neighbors was adjourned at around 6:30PM.

So certified this 31st day of October, 2025.



James C. ("Cal") Cunningham III
Counsel for Hollybrook Partners, LLC

CUNNINGHAM LAW
PROFESSIONAL LIMITED LIABILITY COMPANY

434 Fayetteville Street, Suite 2330
Raleigh, North Carolina 27601
www.CalCunninghamNC.com

CAL CUNNINGHAM
Direct: (919) 295-2270
Email: Cal@CalCunninghamNC.com

October 6, 2025

Notification of Neighborhood Meeting
9 North Hollybrook Rd., Wendell, North Carolina
Parcel Identification Number 1783797828; Real Estate ID: 0048165
Zoning Map Amendment for Conditional District

Dear Neighboring Property Owner:

We would like to cordially invite you to attend an online Neighborhood Meeting to discuss a proposed zoning map amendment affecting +/- 4.15 acres at 9 North Hollybrook Road, with other addresses at 115 East Third Street, 205 East Third Street, 209 East Third Street, 219 East Third Street and North Pine Street. A site diagram is included with this letter.

My client, Hollybrook Partners, LLC ("Hollybrook"), has submitted an application to amend the zoning map from Manufacturing & Industrial to a Conditional District with Downtown Mixed Use as the base district ("DMX-CD") (Case Number: CD25-06).

Hollybrook proposes to redevelop the property that historically contained Monk Henderson Tobacco from circa 1930-1977, the Third Street Screen Printer, and the Wenco Factory.

Third Street Apollo will consist of approximately 115,000 square feet, over two floors and a basement, with space for such offerings as: restaurants, retail shops, a theater, and offices. The site will be redeveloped in phases to accommodate absorption and stage investment. At full build-out, the project proposes to be a hub for creativity, culture and community, featuring small businesses, food concepts, office spaces and retail. No residential uses are proposed for Third Street Apollo.

As part of the Town's rezoning and development process, we seek to provide you information about the proposed Conditional District, the Master Plan and consider any comments you have. Our goal is to be transparent with the application and address any concerns you may have. Your questions and feedback will be provided to the Planning Board and the Board of Commissioners as they evaluate the application.

The meeting will be held by Zoom. Attendees may call into the meeting via telephone or access via the internet using the Zoom meeting telephone number or login information on the following page.

When you first log-on, you will be asked to register by providing your name, address, phone number and email, since we are required to provide the Town of Wendell a list of attendees. After registering, you will be provided admission to the meeting.

A recording of the meeting will be made, which will then be reduced to a written set of minutes. These minutes will also be shared with the Town.

You are invited to a Zoom meeting.
When: Oct 30, 2025 06:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:
https://us06web.zoom.us/meeting/register/DY4qnH9hROq7QXue_wrqhg

After registering, you will receive a confirmation email containing information about joining the meeting.

If you have any trouble registering in advance, or accessing the meeting, please call or email at my contact information above. If you have questions before the meeting, you may do the same.

Once again, we are inviting you, as neighbors who live in this area, to attend this virtual meeting. It is important to the future of your neighborhood area that we receive your input.

Sincerely,



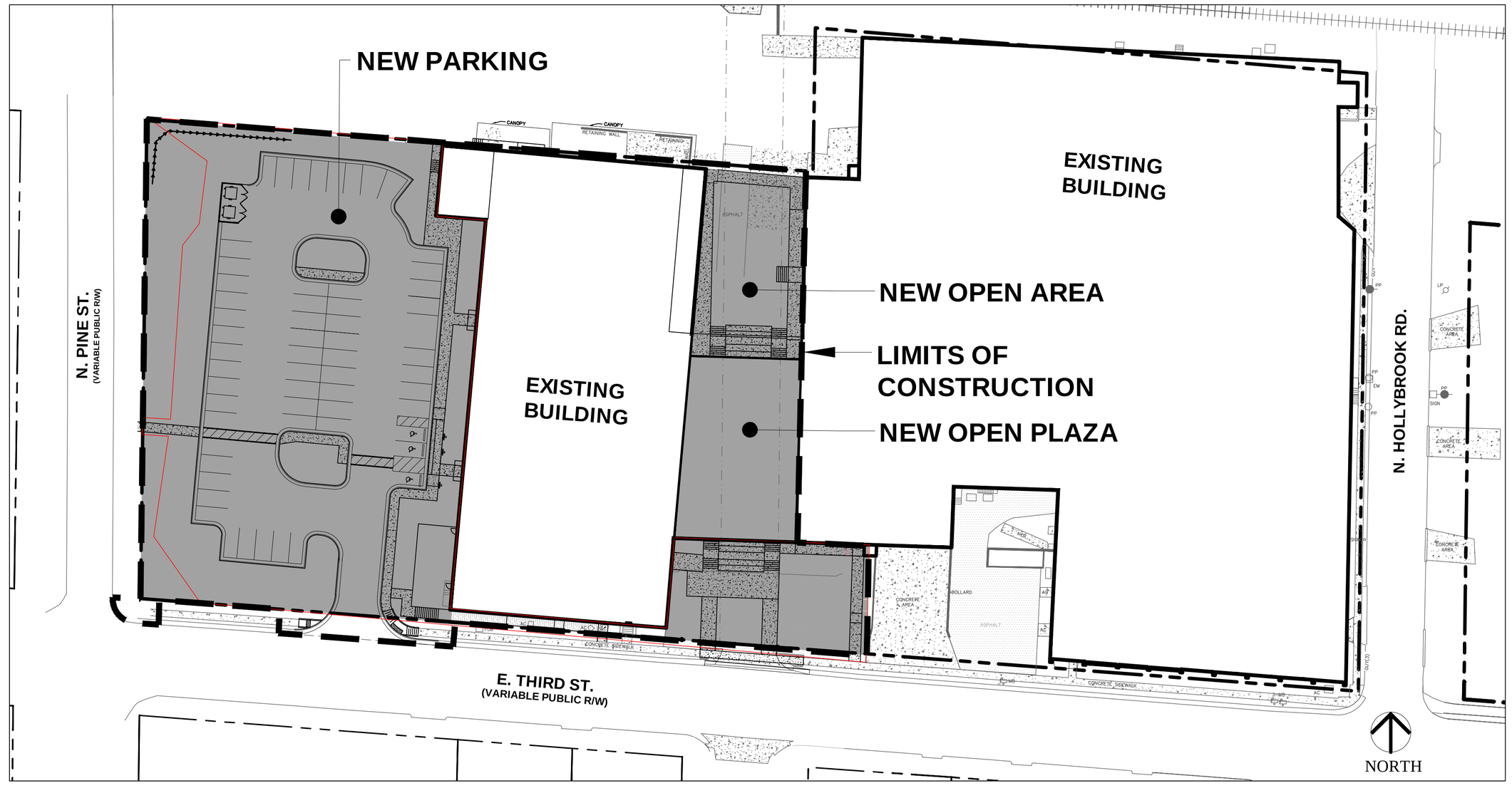
James C. Cunningham III

MASTER DEVELOPMENT PLAN

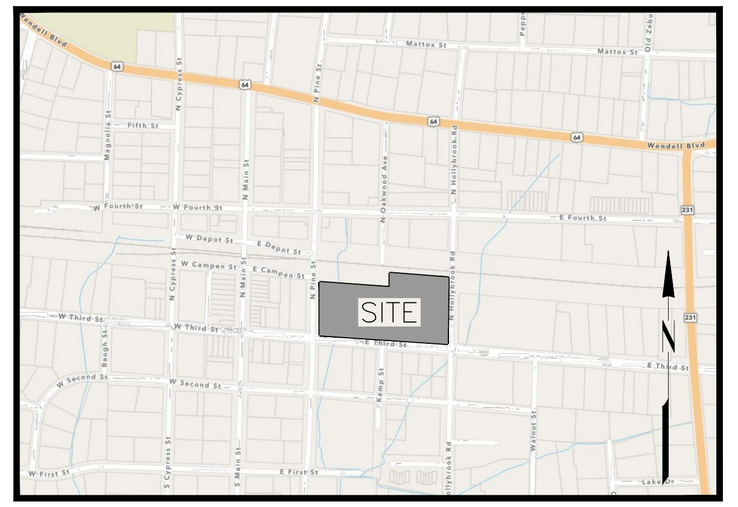
FOR

THIRD STREET APOLLO

WENDELL, NORTH CAROLINA



VICINITY MAP SCALE: 1"=40'



VICINITY MAP NTS

SITE DATA

1.	CURRENT PROPERTY OWNER/DEVELOPER	HOLLYHOCK PARTNERS LLC PO BOX 6247 RALEIGH NC 27628-6247
2.	CONTACT PERSON	PIEDMONT LAND DESIGN, PLLC ATTN: MIKE SCHNEIDER 8522-204 SIX FORKS ROAD RALEIGH NORTH CAROLINA 27615 (919) 845-7600 (PHONE) (919) 845-7703 (FAX) MIKES@PIEDMONTLANDDESIGN.COM
3.	TOTAL PROJECT AREA / # LOTS	4.15 AC
4.	PARCEL DATA:	PIN: 1783797828 ADDRESS: 9 N HOLLYBROOK RD. REF: D.B. 019241, PAGE 02419
5.	ZONING	EXISTING: MI PROPOSED: DMX CONDITIONAL DISTRICT
6.	USES	EXISTING USE: MANUFACTURING FACILITY PROPOSED USE: REFER TO ZONING DOCUMENT
7.	DISTURBED AND IMPERVIOUS AREA	DISTURBED AREA = 1.0 AC EXISTING IMPERVIOUS AREA = 133,500 SF TOTAL IMPERVIOUS AREA AFTER CONSTRUCTION = 154,800 SF
8.	EXISTING BUILDING AREA	115,439 SF

SHEET INDEX:

MP 1.0 COVER SHEET
MP 2.0 ZONING CONDITIONS
MP 3.0 EXISTING CONDITIONS PLAN
MP 4.0 SITE PLAN
MP 5.0 UTILITY PLAN
MP 6.0 BUILDING ELEVATIONS
MP 7.0 BUILDING ELEVATIONS

GENERAL NOTES

1. SURVEY DATA PROVIDED BY ROBINSON & PLANTE, PC. LAND SURVEYING, C-2687, 970 TRINITY ROAD, 27607, (919) 859-6030

I hereby certify that the Plan was approved by the (Administrator) or (TRC) of the Town of Wendell on the _____ day of _____20_____.

_____
Administrator

PLD
PIEDMONT LAND DESIGN, PLLC
8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
919.845.7600 PHONE
919.845.7703 FAX
ENGR. FIRM LICENSE NO. F-0843

PRELIMINARY
NOT FOR CONSTRUCTION

THIRD STREET APOLLO
9 N HOLLYBROOK RD.
WENDELL, NORTH CAROLINA

ISSUED: **18 JUNE 2025**

REVISIONS:

DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

COVER SHEET

DWG. NO. **MP 1.0**

F:\Projects\CCPSW\Drawings\Site\CCPSW_BASE.dwg - MP 1-2-COVER Jun 18, '25 - 3:48pm



SOUTH



WEST



NORTH

PLD
PIEDMONT LAND DESIGN, PLLC
8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
919.845.7600 PHONE
919.845.7703 FAX
ENGR. FIRM LICENSE NO. F-0843

PRELIMINARY
NOT FOR CONSTRUCTION

THIRD STREET APOLLO
9 N HOLLYBROOK RD.
WENDELL, NORTH CAROLINA

ISSUED: **18 JUNE 2025**

REVISIONS:

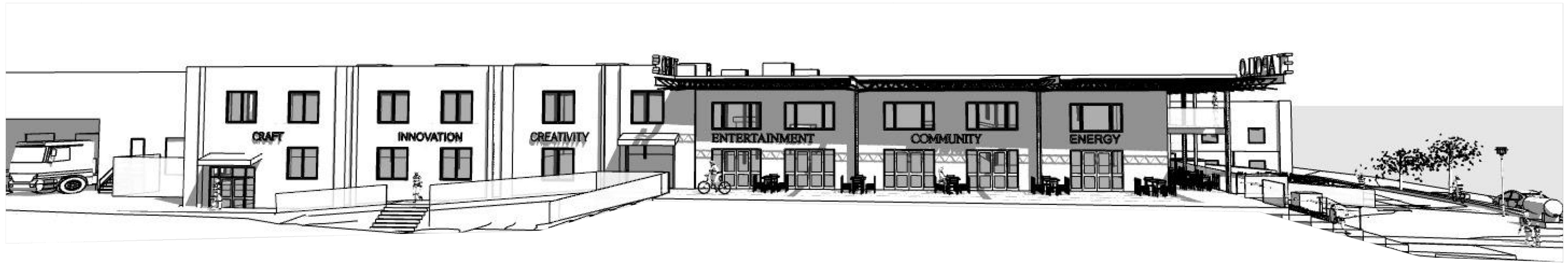
DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

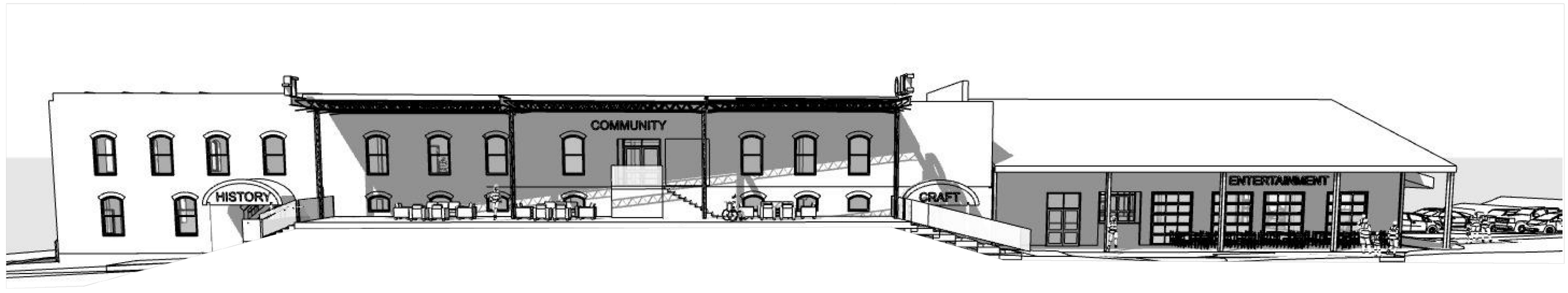
BUILDING ELEVATIONS

DWG. NO. **MP 6.0**

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FACTORY YARDS



MONK-HENDERSON YARDS



NORTH YARD



WEST SIDE



SOUTH YARD

PLD
PIEDMONT LAND DESIGN, PLLC
8522-204 SIX FORKS ROAD
RALEIGH, NORTH CAROLINA 27615
919.845.7600 PHONE
919.845.7703 FAX
ENGR. FIRM LICENSE NO. F-0843

PRELIMINARY
NOT FOR CONSTRUCTION

THIRD STREET APOLLO
9 N HOLLYBROOK RD.
WENDELL, NORTH CAROLINA

ISSUED: **18 JUNE 2025**

REVISIONS:

DRAWN BY: **JET**
CHECKED BY: **MLS**

PROJECT: **CCPSW**

BUILDING ELEVATIONS

DWG. NO. **MP 7.0**

F:\Projects\CCPSW\Drawings\Site\CCPSW_BASE.dwg - MP 6-7 ELEVATIONS Jun 18, '25 - 4:00pm

Adjacent Property Owners - 150' from 9 North Hollybrook Road (Attachment B)

Physical Address	REID	Owner	Mailing Address 1	Mailing Address 2	Mailing Address 3
0 E FOURTH ST	73687	TUTTLE, JUNE W	4220 SHILOH DR	MOUNTAIN BRK AL 35213-2216	
302 E THIRD ST	51525	CARTER, WILLIAM L JR CARTER, MARY	108 STARFISH DR	HOLDEN BEACH NC 28462-1973	
34 S MAIN ST	21696	PERRY, BARRY B	428 VINTAGE POINT LN	WENDELL NC 27591-6859	
21 E THIRD ST	76454	PERRYS OF WENDELL INC	PO BOX 745	WENDELL NC 27591-0745	
210 E THIRD ST	8174	BRIDGERS, REBECCA N	BRIDGERS RENTALS	PO BOX 2200	WENDELL NC 27591-2200
218 E THIRD ST	26888	BRIDGERS, REBECCA N	BRIDGERS RENTALS	PO BOX 2200	WENDELL NC 27591-2200
22 E THIRD ST	76457	DKD GLOBAL LLC	2832 PEEBLES RD	RALEIGH NC 27616-8738	
375 E THIRD ST	75566	VESSEL PROPERTIES LLC	262 WYTHE LN	WENDELL NC 27591-9008	
9 S PINE ST	19927	WENDELL TOWN OF	409 LANDING VIEW DR	WENDELL NC 27591-4559	
9 N HOLLYBROOK RD	48165	HOLLYBROOK PARTNERS LLC	PO BOX 6247	RALEIGH NC 27628-6247	
202 E THIRD ST	76448	HOLLYBROOK PARTNERS LLC	PO BOX 6247	RALEIGH NC 27628-6247	
0 N HOLLYBROOK RD	442113	HOLLYBROOK PARTNERS LLC	PO BOX 6247	RALEIGH NC 27628-6247	
15 E THIRD ST	76455	PERRY, JUNE G PERRY, PATSY K	PO BOX 745	WENDELL NC 27591-0745	
204 E FOURTH ST	33544	ARNOLD, JUDY G ARNOLD, DAVID W	1429 S HOLLYBROOK RD	WENDELL NC 27591-8896	
210 E FOURTH ST	70919	ARNOLD, JUDY G ARNOLD, DAVID W	1429 S HOLLYBROOK RD	WENDELL NC 27591-8896	
108 E THIRD ST	62293	DOWNTOWN WENDELL PARTNERS LLC	PO BOX 6247	RALEIGH NC 27628-6247	
112 E THIRD ST	14065	DOWNTOWN WENDELL PARTNERS LLC	PO BOX 6247	RALEIGH NC 27628-6247	
7 N OAKWOOD AVE	9581	GW&WB LLC	PO BOX 980	WENDELL NC 27591-0980	
214 E THIRD ST	168158	BRIDGERS, BENJAMIN BRIDGERS, SARAH	892 LIONS CLUB RD	WENDELL NC 27591-8857	

WENDELL

Planning Department

Wendell Planning Board Recommendation to the Wendell Board of Commissioners

CD25-06:
Request to Rezone Approximately +/- 4.15 Acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to Construct Third Street Apollo.

Case Description:

- The request is to rezone approximately 4.15 acres from Manufacturing and Industrial (MI) to Downtown Mixed Use Conditional District (DMX-CD) to construct Third Street Apollo, a mixed-use development for small businesses, entertainment, dining, office, civic spaces, light manufacturing, and other uses. No residential uses are proposed.
- The parcel, owned by 9 N Hollybrook LLC, is located at 9 N Hollybrook Road and can be referred to by PIN 1783 79 7828. The Monk Henderson building has also been home to Kemp Furniture, Mortex and a variety of other businesses. The building was built in 1945.
- The development will remove roughly 6,000 square feet of the building to create an open plaza between the two other existing buildings that will remain – one that is 28,254 square feet and the other which is 80,636 square feet. Parking will also be established on the lot.

Proposed Zoning Conditions

The applicant has proposed the following zoning conditions:

1. Third Street Apollo may consist of the permitted ("P") uses in the Master Plan Table of Allowable Uses and not include those uses indicated as not permitted ("NP"). The additional standards and special use permit requirements contained in Chapter 3 of the Unified Development Ordinance will not be applicable, unless and except the Master

Plan Table of Allowable Uses indicates that it is permitted subject to additional standards ("PS").

2. This Master Development Plan for Third Street Apollo is a site-specific Conditional Zoning Plan and is itself a condition of the Conditional District.

3. This Master Development Plan for Third Street Apollo satisfies the requirements set forth in Chapters 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the UDO, including any inconsistent requirement or provision illustrated or depicted therein. Otherwise, the provisions of the UDO shall serve as the prevailing standards which apply to Third Street Apollo. All standards and conditions included within the Master Development Plan and CD application shall supersede any conflicting standards of the UDO.

4. Under circumstances where the Master Development Plan and CD application do not directly address a standard or provision and a UDO provision does, the Zoning Administrator may grant minor deviations (as determined by the Zoning Administrator) from UDO development standards if they are satisfied that doing so will be consistent with the overall intent and approach of the Master Development Plan and CD and not inconsistent with the general objectives of the UDO. Except for substantial changes set forth in Section 15.13.F of the UDO, any changes to the Master Development Plan and CD or subsequent Final Plan are reviewed and approved by the Zoning Administrator.

5. Third Street Apollo and the Master Development Plan require the contemporaneous approval of a Development Agreement by and among Hollybrook Partners LLC, a North Carolina limited liability company and the Town of Wendell, a municipal corporation of the State of North Carolina, satisfactory to the Applicant which is a condition of this CD application.

6. Third Street Apollo's signage will be governed by Chapter 12 of the UDO and the Master Development Plan, which will fulfill the Town's goal to "promote Wendell's attractiveness to business and people of all walks of life." Third Street Apollo's tenants will comply with section 12.7(C) of the UDO; however, as a building greater than 25,000 square feet with multiple points of entry, the overall signage for Third Street Apollo will be exempt from the maximum area of 200 square feet per façade facing right-of-way and specific applicability maximum percentages of ten percent (10 %) of the front building and five percent (5%) of side or rear façade facing right-of-way. Notwithstanding the foregoing, signage for Third Street Apollo will not exceed the maximum area of 300 square feet per façade facing right-of-way. Third Street Apollo's overall signage will be submitted to the Administrator for approval in accordance with Chapter 12.

What follows is the Master Plan Table of Allowable Uses as mentioned in Condition #1.

I. Office/Service

BASE DISTRICT	DMX
Office/Service	
Animal Services	P
ATM	P
Animal Services—Boarding as Primary	NP
Banks, Credit Unions, Financial Services	P
Business Support Services	P
Child/Adult Day Care Center (More than 8 persons)	P
Community Service Organization	P
Continuing Care Retirement Community	NP
Drive Thru Service	NP
Equipment Rental	NP
Funeral Homes	NP
Group Care Facility (More than 6 residents)	NP
Government Services	P
Laundry Services	P
Medical Services—Clinic, Urgent Care Center	P
Medical Services—Doctor office	P
Outdoor Kennels/Equine Facilities	NP
Post Office	P
Personal Services	P
Professional Services	P
Residential Treatment Facility	NP
Studio—Art, Music	P
Studio—Dance, Martial Arts	P
Tattoo Parlor	P
Vehicle Services—Minor Maintenance/Repair	NP
Vehicle Services—Major Repair/ Body Work	NP

II. Retail/Restaurants

BASE DISTRICT	DMX
Retail/Restaurants	
Alcoholic Beverage Sales Store	P
Auto Parts Sales	P
Bar/Tavern/Night Club	P
Car Wash—Stand Alone, Self Service	NP
Drive-Thru Retail/Restaurants	NP
Gas Station	NP
General Retail—10,000 sf or less	P
General Retail—10,001—50,000 sf	P
General Retail—Greater than 50,000 sf	P
Nursery and Garden Center	NP
Restaurant	P
Shopping Center—Neighborhood Center	NP
Shopping Center—Community Center	NP
Vehicle Sales	NP
Heavy Equipment/RV Sales/ Farm Equipment Sales/Mobile Home Sales	NP

III. Entertainment/Recreation

BASE DISTRICT	DMX
Entertainment/Recreation	
Adult Establishment	NP
Amusements, Indoor	P
Amusements, Outdoor	NP
Cultural or Community Facility	P
Event Venue, Outdoor	P
Farmers Markets	P
Meeting Facility/Indoor Event Venue	P
Recreation Facilities, Indoor	P
Recreation Facilities, Outdoor	P
Shooting Range, Indoor	NP
Sports Training/Fitness Complex	NP
Sweepstakes Center	NP
Theater, Live Performance, Indoor	P
Theater, Live Performance, Outdoor	NP
Theater, Movie	P

IV. Manufacturing/Wholesale/Storage

BASE DISTRICT	DMX
Manufacturing/Wholesale/ Storage	
Agriculture	NP
Commissary Kitchen	NP
Laundry, dry cleaning plant	NP
Manufacturing, Light	P
Manufacturing, Neighborhood	P
Manufacturing, Heavy	NP
Media production	P
Metal products fabrication, machine or welding shop	NP
Micro-Distillery/Micro-Brewery/Micro-Winery	P
Mini-Warehouses	NP
Research and development	P
Storage—Outdoor as a primary use	NP
Storage—Warehouse, indoor storage	P
Wholesale Distribution	NP

V. Civic / Institutional

BASE DISTRICT	DMX
Civic/Institutional	
Campground	NP
Cemetery	NP
Colleges/Universities	P
Hospital	NP
Public Safety Station	P
Religious Institutions	NP
Schools—Elementary & Secondary	NP
Schools—Vocational/Technical	P

Planning Board Action:

At their March 16, 2026 meeting, the Planning Board voted 5-0 on the motion to recommend approval of CD25-06.

Voting in Favor: Gregory Hopkins, Caleb Sanderson, Jonathan Olson, Lewis Hardee, Ken Weeden

Voting Against: None

Absent: Tevis High, Graham Andres, Nate Wyscarver and Matthew Meinig

Statement of Plan Consistency and Reasonableness:

The Planning Board recommends approval of zoning map amendment CD-25-06, as it is partially consistent with Blueprint Wendell 2030 comprehensive plan and is reasonable and in the public interest because it will likely:

(D1) Strengthen downtown as the heart and central gathering place of the community. This plan seeks to create space for numerous small businesses and restaurants and be a hub for entertainment and activity.

(D2) Grow downtown as a larger, mixed-use center to better position Wendell as a destination in the region and competitive investment location. This project itself grows downtown mixed use by more than 100,000 square feet.

Signed by the Planning Board Chairman

Planning Board Chairman

20 Mar 2026
Date

Return Address: Bryan Coates, Planning Director
Town of Wendell
409 Landing View Drive
Wendell, NC 27591

O-14-2026

AN ORDINANCE AMENDING THE ZONING MAP
OF THE TOWN OF WENDELL

WHEREAS a petition has been filed with the Board of Commissioners of the Town of Wendell requesting an amendment to the Zoning Map of the Town of Wendell to create the Downtown Mixed-Use Conditional District (DMX-CD25-06) for the property described below, said property formerly being zoned Manufacturing and Industrial (MI); and

WHEREAS said property is owned by 9 N Hollybrook LLC; and

WHEREAS the Planning Board of the Town of Wendell reviewed the proposed change(s); and

WHEREAS notice of a public hearing to consider the proposed change was published in accordance with law in the Wake Weekly, a local newspaper, as required by Section 160D-601 of the General Statutes; and

WHEREAS a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land, as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by Section 160D-602 of the General Statutes; and

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

WHEREAS the said public hearing was actually conducted at 7:00 p.m. on April 13, 2026 in the board room at Wendell Town Hall and wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments:

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

SECTION 1. That the Zoning Map of the Town of Wendell is hereby amended to include in the **Downtown Mixed-Use Conditional District (DMX-CD25-06)** zoning district 4.15 acres of land located at 9 N. Hollybrook Road (PIN: 1783797828).

SECTION 2. The requested zoning map amendment for the parcel within the rezoning area identified as CD25-06 from Manufacturing and Industrial (MI) to **DMX-CD25-06** is found to be consistent with the recommended uses, street pattern, street types, connectivity and open space outlined in the Downtown Core placetype of the Blueprint Wendell 2030 Future Land Use Map and could be considered reasonable as it assists with the plan goal listed below:

- Downtown D1. *Strengthen downtown as the heart and central gathering place of the community.*
- Downtown D2. *Grow downtown as a larger, mixed-use center to better position Wendell as a destination in the region and competitive investment location.*
- Downtown D2.3 *Participate in efforts to redevelop sites and reuse existing buildings.*
- Centers of Activity CA1. *Support development of key nodes (large and small).* Consistent with the Future Land Use map, delineate centers of activity where the more intense development includes a mix of uses.
- Centers of Activity CA2. *Amend zoning to accommodate mixed-use development in key nodes, including downtown.*
- Historic Preservation H1.1 *Appreciate history.*
- Economic Development E3.7 *Reduce retail leakage and increase spending on businesses here.*

SECTION 3. That the application is approved with the following zoning/site plan conditions:

1. Third Street Apollo may consist of the permitted ("P") uses in the Master Plan Table of Allowable Uses and not include those uses indicated as not permitted ("NP"). The additional standards and special use permit requirements contained in Chapter 3 of the Unified Development Ordinance will not be applicable, unless and except the Master Plan Table of Allowable Uses indicates that it is permitted subject to additional standards ("PS").

I. Office/Service

BASE DISTRICT	DMX
Office/Service	
Animal Services	P
ATM	P
Animal Services—Boarding as Primary	NP
Banks, Credit Unions, Financial Services	P
Business Support Services	P
Child/Adult Day Care Center (More than 8 persons)	P
Community Service Organization	P
Continuing Care Retirement Community	NP
Drive Thru Service	NP
Equipment Rental	NP
Funeral Homes	NP
Group Care Facility (More than 6 residents)	NP
Government Services	P
Laundry Services	P
Medical Services—Clinic, Urgent Care Center	P
Medical Services—Doctor office	P
Outdoor Kennels/Equine Facilities	NP
Post Office	P
Personal Services	P
Professional Services	P
Residential Treatment Facility	NP
Studio—Art, Music	P
Studio—Dance, Martial Arts	P
Tattoo Parlor	P
Vehicle Services—Minor Maintenance/Repair	NP
Vehicle Services—Major Repair/ Body Work	NP

II. Retail/Restaurants

BASE DISTRICT	DMX
Retail/Restaurants	
Alcoholic Beverage Sales Store	P
Auto Parts Sales	P
Bar/Tavern/Night Club	P
Car Wash—Stand Alone, Self Service	NP
Drive-Thru Retail/Restaurants	NP
Gas Station	NP
General Retail—10,000 sf or less	P
General Retail—10,001—50,000 sf	P
General Retail—Greater than 50,000 sf	P
Nursery and Garden Center	NP
Restaurant	P
Shopping Center—Neighborhood Center	NP
Shopping Center—Community Center	NP
Vehicle Sales	NP
Heavy Equipment/RV Sales/ Farm Equipment Sales/Mobile Home Sales	NP

III. Entertainment/Recreation

BASE DISTRICT	DMX
Entertainment/Recreation	
Adult Establishment	NP
Amusements, Indoor	P
Amusements, Outdoor	NP
Cultural or Community Facility	P
Event Venue, Outdoor	P
Farmers Markets	P
Meeting Facility/Indoor Event Venue	P
Recreation Facilities, Indoor	P
Recreation Facilities, Outdoor	P
Shooting Range, Indoor	NP
Sports Training/Fitness Complex	NP
Sweepstakes Center	NP
Theater, Live Performance, Indoor	P
Theater, Live Performance, Outdoor	NP
Theater, Movie	P

IV. . Manufacturing/Wholesale/Storage

BASE DISTRICT	DMX
Manufacturing/Wholesale/ Storage	
Agriculture	NP
Commissary Kitchen	NP
Laundry, dry cleaning plant	NP
Manufacturing, Light	P
Manufacturing, Neighborhood	P
Manufacturing, Heavy	NP
Media production	P
Metal products fabrication, machine or welding shop	NP
Micro-Distillery/Micro-Brewery/Micro-Winery	P
Mini-Warehouses	NP
Research and development	P
Storage—Outdoor as a primary use	NP
Storage—Warehouse, indoor storage	P
Wholesale Distribution	NP

V. Civic / Institutional

BASE DISTRICT	DMX
Civic/Institutional	
Campground	NP
Cemetery	NP
Colleges/Universities	P
Hospital	NP
Public Safety Station	P
Religious Institutions	NP
Schools—Elementary & Secondary	NP
Schools—Vocational/Technical	P

2. This Master Development Plan for Third Street Apollo is a site-specific Conditional Zoning Plan and is itself a condition of the Conditional District.
3. This Master Development Plan for Third Street Apollo satisfies the requirements set forth in Chapters 3, 4, 5, 7, 8, 9, 10, 11 and 12 of the UDO, including any inconsistent requirement or provision illustrated or depicted therein. Otherwise, the provisions of the UDO shall serve as the prevailing standards which apply to Third Street Apollo. All standards and conditions included within the Master Development Plan and CD application shall supersede any conflicting standards of the UDO.
4. Under circumstances where the Master Development Plan and CD application do not directly address a standard or provision and a UDO provision does, the Zoning Administrator may grant minor deviations (as determined by the Zoning Administrator) from UDO development standards if they are satisfied that doing so will be consistent with the overall intent and approach of the Master Development Plan and CD and not inconsistent with the general objectives of the UDO. Except for substantial changes set forth in Section 15.13.F of the UDO, any changes to the Master Development Plan and CD or subsequent Final Plan are reviewed and approved by the Zoning Administrator.
5. Third Street Apollo and the Master Development Plan require the contemporaneous approval of a Development Agreement by and among Hollybrook Partners LLC, a North Carolina limited liability company and the Town of Wendell, a municipal corporation of the State of North Carolina, satisfactory to the Applicant which is a condition of this CD application.
6. Third Street Apollo's signage will be governed by Chapter 12 of the UDO and the Master Development Plan, which will fulfill the Town's goal to "promote Wendell's attractiveness to business and people of all walks of life." Third Street Apollo's tenants will comply with section 12.7(C) of the UDO; however, as a building greater than 25,000 square feet with multiple points of entry, the overall signage for Third Street Apollo will be exempt from the maximum area of 200 square feet per façade facing right-of-way and specific applicability maximum percentages of ten percent (10 %) of the front building and five percent (5%) of side or rear façade facing right-of-way. Notwithstanding the foregoing, signage for Third Street Apollo will not exceed the maximum area of 300 square feet per façade facing right-of-way. Third Street Apollo's overall signage will be submitted to the Administrator for approval in accordance with Chapter 12.

SECTION 4. That if any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED the 13th Day of April 2026

(Town Seal)

_____
Virginia R. Gray, Mayor

ATTEST:

_____
Mary Beth Tew, Town Clerk

APPROVED AS TO FORM:

_____
James P. Cauley III, Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CLERK'S CERTIFICATION

I, **MARY BETH TEW,** Town Clerk of the Town of Wendell, North Carolina, do hereby certify that the attached is original ordinance **#O-14-2026** as adopted by the Wendell Board of Commissioners on the 13th day of April 2026 for property owned by **9 N Hollybrook LLC** and is approved for recording in the Wake County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Wendell, North Carolina this _____ day of _____, 2026.

[TOWN SEAL]

_____
Mary Beth Tew, Town Clerk

AGENDA ITEM NO. 5.d

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Jeannine Ngwira , Planning
ITEM TYPE:	Agreements/Contracts
AGENDA SECTION:	PUBLIC HEARINGS
SUBJECT:	Public Hearing on a Development Agreement Between Hollybrook Partners LLC and The Town of Wendell for the Third Street Apollo Mixed-Use Development
SPECIFIC ACTION REQUESTED:	Hold a Public Hearing and Consider Making a Motion to Approve the Attached Development Agreement
ITEM SUMMARY:	A public hearing is required by Statute prior to approval of a development agreement. A Development Agreement between Hollybrook Partners LLC and the Town of Wendell for the Third Street Apollo project. The purpose of this Agreement is to facilitate the Development of the Property in a way that best realizes the public benefits to the Parties. The Development of the Property requires a major investment by the Developer and/or Subsequent Owners in infrastructure, substantial investment in on-site improvements and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the Town as provided by this Agreement. The agreement contains details related to public parking, road improvements and a public/private partnership. The Agreement is consistent with the adopted policies related to economic development and Town Staff recommends approval.

ATTACHMENTS:

Prepared by and return to:
James C. Cunningham
Cunningham Law, PLLC
434 Fayetteville Street, Suite 2330
Raleigh, North Carolina 27601

STATE OF NORTH CAROLINA

DEVELOPMENT AGREEMENT

COUNTY OF WAKE

This Development Agreement (hereinafter the "Agreement") is made and entered into as of _____ by and among Hollybrook Partners LLC, a North Carolina limited liability company and the Town of Wendell (the "Town"), a municipal corporation of the State of North Carolina (each a "Party and, collectively, the "Parties").

ARTICLE 1. LEGAL FRAMEWORK

1.1 North Carolina General Statutes §§ 160D-1001(b) and 160D-1003 expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of N.C. Gen. Stat. §§ 160D-1001 through 160D-1012, which procedures and requirements include approval of the development agreement by the governing body of the local government after a duly noticed public hearing.

ARTICLE 2. DEFINITIONS

In the construction of this Agreement and its incorporated Exhibits, the following capitalized terms shall have the respective meanings set forth below wherever they appear in this Agreement. Except as otherwise provided in this Agreement, terms used in the relevant portions of the North Carolina General Statutes, the Town of Wendell Unified Development Ordinance ("UDO") shall have the same meanings as employed in those statutes and ordinances.

2.1 Developer. The term "Developer" shall mean Hollybrook Partners LLC, a North Carolina limited liability company and any successor in title who acquires the Property in fee

simple from the Developer, in whole or in part, and to whom the Developer, with respect to the Property, expressly assigns any of its then existing rights and obligations as Developer under this Agreement to the Person acquiring the Property from the Developer, which assignment shall be recorded in the Wake County Registry (the "Registry"). Any other Person who acquires the Property in fee simple title, in whole or in part, from the Developer shall be a "Subsequent Owner" and not a "Developer." On the Effective Date of this Agreement, Hollybrook Partners LLC is the Developer.

2.2 Development or Develop. The term "Development" or "Develop" shall mean any activity on the Property involving, requiring, or consisting of: (i) the construction or reconstruction of one or more buildings; (ii) the construction or installation of structures or facilities such as, but not limited to open spaces, sidewalks, parking lots, and utility infrastructures; (iii) the alteration or clearing of land as an adjunct of such construction or reconstruction; or (iv) the expansion or modification of an existing building or structure; or (v) the division of land into two or more Parcels or the recombination of Parcels.

2.3 Effective Date. The term "Effective Date" shall mean the effective date of this Agreement, which is_____.

2.4 Incentive Policy. The tern "Incentive Policy" shall mean the Town of Wendell Economic Development Incentive Policy For New And Expanding Large Businesses adopted by the Town on July 10, 2017.

2.5 Infrastructure. "Infrastructure" shall mean all infrastructure necessary to serve the Property and installed in accordance with the Standard Specifications, including, without limitation, parking lots, water mains, valves, fittings, fire hydrants, service connections, service lines, shutoffs, meter boxes, force-mains, gravity sewer mains, manholes, laterals, streets, curbs, gutters, sidewalks, greenways, bikeways, transit facilities, storm drainage facilities, and storm water retention facilities.

2.6 Master Plan. The term "Master Plan" or "Master Development Plan" shall mean the Conditional District Application with attachments and exhibits for Third Street Apollo approved by the Board of Commissioners contemporaneously with this Agreement, attached hereto as Exhibit A.

2.7 Parcel. The term "Parcel" shall mean each separate tract of the Property as the same may be constituted from time to time, including a tract as acquired by the Developer, a tract that has been subdivided out of another tract, or a tract that results from the recombination of two or more tracts.

2.8 Participant or Participants. The term "Participants" shall mean the Town, the Developer, and any Subsequent Owner of the Property.

2.9 Person. The term "Person" shall mean a natural person or persons, a corporation, a limited liability company, a partnership, a joint venture, a trust, or any other legal entity.

2.10 Property. The term "Property" shall mean the land described in Exhibit B attached hereto and shown on the Master Development Plan attached as Exhibit A. The Property also includes the public street right-of-way that is located within the Property (and is to be abandoned).

2.11 Representative. The term "Representative" shall mean one or more Persons designated by the Developer to act for and on behalf of the Developer and Subsequent Owner wherever indicated and subject to the terms of this Agreement. As of the Effective Date, the Representatives are Tyler Morris and Jason Stegall. At any time and from time to time the Developer may designate a successor or replacement Representative and shall notify the Town of any change in the Representative.

2.12 Standard Specifications. "Standard Specifications" shall mean the standards and specifications applicable to the development of the Development and the Infrastructure and all development documents necessary for approval for the Development, including, without limitation, all standards and conditions set forth in any zoning approvals, special use permits, site plans and construction drawings required by the State of North Carolina, Wake County, and/or the Town.

2.13 Subsequent Owner. The term "Subsequent Owner" shall mean each Person, other than the Developer, who owns a fee simple title interest to the Property.

2.14 Unified Development Ordinance. The term "Unified Development Ordinance" or "UDO" shall mean the development ordinances of the Town of Wendell in effect as of the Effective Date.

ARTICLE 3. RECITALS

3.1 The Developer is the fee simple owner of the Property on the Effective Date.

3.2 On_____, the Town of Wendell Board of Commissioners (the "Town Board") approved the Developer's Conditional District Application to amend the zoning map of the Town to rezone the Property from Manufacturing and Industrial (M&I) to Downtown Mixed Use, Conditional District (DMX-CD) and approved the Master Development Plan submitted with Developer's application.

3.3 The Developer estimates the appraised value of the Development of the Property at build out to exceed Twenty Million Dollars ($20,000,000.00).

3.4 The purpose of this Agreement is to facilitate the Development of the Property in a way that best realizes the public benefits to the Parties. The Development of the Property requires a major investment by the Developer and/or Subsequent Owners in infrastructure, substantial investment in on-site improvements and substantial commitment of resources to achieve the benefits of the Development for the Parties. The Developer will be unable to make and realize the benefits from such commitments without the assurances of the Town as provided by this Agreement.

3.5 The general benefits to be received by the Town from Development of the Property include, without limitation:

(a) Job creation in the Downtown Core;

(b) Implementation of Blueprint Wendell 2030 (the "Comprehensive Plan");

(c) Comprehensive Plan's vision for the Development of the Downtown Core to have a mix of uses including office/service, retail/restaurants, entertainment/recreation, light manufacturing, and civic/institutional spaces;

(d) Implementation of the Master Development Plan to redevelop and reactivate former manufacturing and industrial spaces into a mix of new space uses in the Downtown Core;

(e) The addition of recreation, civic, dining and employment opportunities for residents of Wendell;

(f) Provision of an efficient, effective, and practical overall plan for addressing the Development of the Property, including the protection of useful existing features and spaces and commitments with respect to parking lot, street scape, utilities, sidewalks and other improvements;

(g) Commitments to public infrastructure, including the dedication of easements, and amenities as a result of Development of the Property and the expedited construction of parking and utility infrastructure;

(h) Preservation or restoration of historic spaces in the Downtown Core; and

(i) Increased tax base.

3.6 The general benefits to be received by the Developer and Subsequent Owners from Development of the Property include without limitation:

(a) Obtaining sufficient certainty, timeliness, and predictability in the Town's development review and approval process to justify the required substantial initial capital investment for Development of the Property that may require some time to complete in multiple phases;

(b) Realization of the opportunity to implement the Master Development Plan for a mix of office/service, retail/restaurants, entertainment/recreation, light manufacturing, and civic/institutional Development that is consistent with the Parties' goals and needs;

(c) Coordination with the Town to achieve the public benefits necessary for the Development;

(d) The enhancement of utilities infrastructure to the Property and the certainty of water and sewer service availability as required for the Development;

(e) Grant Payments consistent with the Town's existing Incentive Policy; and

(f) Certainty with respect to certain parking, utilities and streetscape obligations and enhancements for the Development.

3.7 In exchange for providing benefits to the Town, the Developer, for itself and any Subsequent Owner, desires to receive the assurance that the Development project on the Property may proceed in accordance with this Agreement, the UDO, and the current zoning of the Property as it exists on the Effective Date.

3.8 The terms and conditions of this Agreement have undergone extensive review by the Town's staff, the Town Attorney, and the Town Board and have been determined to be fair, just and reasonable. After careful review and deliberation, the Town Board has determined and concluded that the Agreement meets the goals and needs of the Parties and complies with all statutory requirements and Town Regulations.

3.9 The Town, by electing to enter into this Agreement in accordance with statutory procedures and Town Regulations, acknowledges that the obligations of the Town shall survive beyond the term or terms of the present Town Board and that such action will serve to bind the Town and future Town Boards to the obligations thereby undertaken. By approving this Agreement, the Town Board has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date.

3.10 Pursuant to N.C. Gen. Stat. § 160D-1005, the Town Board conducted a public hearing on this Agreement on _____. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Master Development Plan, and a place where a copy of the proposed Agreement could be obtained.

3.11 On _____the Town Board approved this Agreement and authorized the Town's execution of the same. The approval of this Agreement constitutes a legislative act of the Town Board.

ARTICLE 4. TERMS

NOW, THEREFORE, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the Parties hereby agree as follows:

4.1 Recitals. The Parties agree that the foregoing Recitals in Article 3 are true and correct and are incorporated herein by reference.

4.2 Agreement Term. The period of duration of this Agreement (the "Agreement Term") shall commence upon the Effective Date and it shall expire on the day that is fifteen (15) years after the Effective Date, unless sooner terminated in accordance with the provisions of this

Agreement. The Agreement Term has been established by the Parties as a reasonable estimate of the time required to complete most, if not all, of the Development projects on the Property subject to this Agreement and to obtain the public benefits of such Development projects. The Town finds that the Agreement Term is reasonably necessary to assure the Town of the realization of the public benefits from the various Development projects in the Property. Expiration of the Agreement Term shall not terminate mutually agreed to obligations and commitments included within this Agreement that are expressly specified to extend beyond the Agreement Term. The Agreement Term may be extended as provided in Section 4.11.

4.3 Land Subject to Agreement. The land subject to this Agreement includes all of the Property.

4.4 Law in Effect at Time of the Agreement Governs the Development; Vested Rights.

(a) Except as provided in N.C. Gen. Stat. § 160D-1007, N.C. Gen. Stat. § 160D-1010(b), the Master Plan, and this Agreement, the Town may not apply subsequently adopted Town Regulations to the Property during the Agreement Term without the written consent of the Developer. During the Agreement Term the Developer shall have a vested right to Develop the Property in accordance with (i) this Agreement, (ii) the Master Development Plan, (iii) the UDO, (iv) Town Regulations, and (v) any other applicable laws (except to the extent modified by the Master Development Plan), all of the foregoing (i) through (v) as they exist as of Effective Date. In accordance with N.C. Gen. Stat. § 160D-1006(a)(6) the Participants agree, intend, and understand that all conditions, terms, restrictions, or other requirements applicable to the Development and reasonably determined to be necessary by the Town for the public health, safety, or welfare of its citizens, are provided for by the foregoing (i) through (v) as they exist as of the Effective Date. This Agreement does not abrogate any rights that may vest pursuant to statutory or common law or otherwise in the absence of this Agreement. The Participants agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In accordance with N.C. Gen. Stat. § 160D-1007(c), in the event State or federal law is changed after the Effective Date and the change prevents or precludes compliance with one or more provisions of this Agreement, the Town may modify the affected provisions with the consent of the Developer, upon a finding that the change in State or federal law has a fundamental effect on the Agreement, by ordinance and after notice of a hearing, and upon such modification the Town shall record the modification in the Registry. If the Developer fails to consent, the Developer may terminate this Agreement and said termination will be recorded in the Registry.

(b) In the event that Town adopts new, different, or amended development regulations that Developer views as more favorable to the Development than the regulations in effect at the time of adoption of this Agreement, Developer may elect to be bound by the new regulations or ordinance (the "After-Adopted Regulation") without any further agreement from the Town. In the event that Developer elects to be bound by the After-Adopted Regulation, Developer will communicate that fact to the Administrator in writing and note such change on any future permit applications affected by the change.

4.5 Development Uses. In accordance with N.C. Gen. Stat. § 160D-1006(a)(3) a mix of office/service, retail/restaurants, entertainment/recreation, manufacturing/wholesale/storage, and civic/institutional land uses are authorized and provided for in the Master Development Plan "Table of Allowable Uses". Uses will be located generally as depicted in the Master Development Plan and more specifically as provided in subsequent construction plans submitted by the Developer and approved by the Town.

4.6 Economic Development Incentive Grant Payments. The Master Development Plan and redevelopment of existing structures into Third Street Apollo and the uses approved therein shall be considered a "new business" as that term is defined in the Incentive Policy and shall qualify for property tax grant payments from the Town in each qualifying phase of redevelopment, as completed. The Developer will receive a property tax valuation from the Wake County Revenue Department (the "New Valuation") in January of the first year following the year in which each phase of Third Street Apollo is issued a certificate of occupancy. Within three months after receiving a New Valuation, Developer shall make a written request to the Town to request grant payments based on improvements in that phase (the "Grant Application"). Developer may submit Grant Applications to the Town each year as phases of Third Street Apollo are completed. Each grant will have its own separate agreement between the Developer and the Town. The Grant Applications shall include the New Valuation for each new phase and a proposed payment schedule. The Town shall make the first grant payment by January 31 of the year following the year in which a Grant Application was submitted. Thereafter, the Town shall make grant payments to Developer no later than January 31 for each of the next eligible years under the Incentive Policy.

For example, a threshold grant for a $5 million a phase of Third Street Apollo investment would be calculated as ($5,000,000/100 x 0.49), or $24,500 per year x 75% = $18,375 for the 1st year, $24,500 x 65% = $15,925 for the 2nd year, $24, 500 x 55% = $13,475 for the 3rd year, and $24, 500 x 45% = $11,025 for the 4th year; for a total of $91,875 over the 4 year period.

4.7. Reimbursement Agreements. In addition to the grants set forth in Section 4.6, the Town Manager or other Person authorized by the Town Board, may negotiate and enter into reimbursement agreements on behalf of the Town for public infrastructure improvements (such as, but not limited to, the Railroad Parking Lot Improvements in Section 4.14). Additional authority for such agreements may exist elsewhere, and this Agreement is meant to be supplementary to such authority. Reimbursement agreements under this Agreement are authorized under the following Sections of the North Carolina General Statutes: N.C. Gen. Stat. § 160A-20.1; N.C. Gen. Stat. § 160A-320; and N.C. Gen. Stat. § 160A-499. If any applicable Section of the North Carolina General Statutes referenced in this Section of the Agreement is repealed, amended or increased, the authority of the Town Manger or other authorized Person to negotiate and approve such agreements pursuant to this Section shall be deemed to be amended to conform to the amended provisions of applicable North Carolina General Statutes. The following types of reimbursement agreements are available for use in connection with public infrastructure improvements in or serving the Property.

(a) Public Enterprise Reimbursement Agreements (N.C. Gen. Stat. §160A-320). The Town may enter into reimbursement agreements with the Developer or a private party under contract with such Developer, for the design and construction of public enterprise

improvements that are in addition to those required by applicable Town Regulations and that are adjacent or ancillary to any Development project in the Property. As used in this paragraph, the term "public enterprise" has the definition provided in N.C. Gen. Stat. § 160A-311 (including any subsequently amended or successor statute). Prior to entering into any such reimbursement agreement, the Town shall determine that (i) the public cost will not exceed the estimated cost of providing for such improvements through either eligible force account qualified labor or through a public contract let pursuant to N.C. Gen. Stat. Article 8, Chapter 143, and (ii) the coordination of separately constructed improvements would be impracticable. The public enterprises improvements subject to the reimbursement agreement may be constructed on any property owned by a Participant. Reimbursements to a Developer may be paid or credited from any lawful source. The public enterprise improvements may be constructed on any portion of the Property owned or acquired by a Participant.

(b) Municipal Infrastructure Reimbursement Agreements (N.C. Gen. Stat. § 160A-499). The Town may enter into reimbursement agreements with the Developer for the design and construction of municipal infrastructure that is included on the Town's capital improvement plan and also serves the Development. For these reimbursement agreements, municipal infrastructure may include, without limitation, the Railroad Parking Lot in Section 4.14, Streetscape Improvements in Section 4.15 or other sanitary sewer lines, stormwater lines and other associated facilities. The Developer shall solicit bids in accordance with N.C. Gen. Stat. § 160A-499. Reimbursements to the Developer may be paid or credited from any lawful source including, without limitation, development fee credits that may be applied to payment of otherwise applicable development fees charged by the Town.

(c) Other Public Purposes (N.C. Gen. Stat. § 160A-20.1). The Town may enter into reimbursement agreements with the Developer, or a private party under contract with such Developer, in order to carry out any public purpose the Town is authorized by law to engage in. Reimbursements to the Developer may be paid or credited from any lawful source including, without limitation, development fee credits that may be applied to payment of otherwise applicable development fees charged by the Town.

4.8 Water and Sewer Allocation. From the earlier of the term of this Agreement or full buildout of the Development, the Town hereby reserves (i) an average daily flow water capacity allocation for the Development from the Effective Date in the amount of 35,000 gallons per day, and (ii) an average daily flow sewer capacity allocation for the Development from the Effective Date in the amount of 35,000 gallons per day (collectively, the "Reserved Allocation"). If the Development requires additional allocation above the Reserved Allocation, The Town will work in good faith with the Developer to seek additional water and sewer allocations from the City of Raleigh or to otherwise make additional allocation available. The Administrator shall maintain a public list of assigned water and sewer flows and the Town's available allocation of water and sewer capacity taking into account the reservation of water and sewer capacity for the Development. If the approved uses at buildout require less than the Reserved Allocation, the Town reserves the right to reduce the Reserved Allocation to the actual approved uses.

4.9 Water and Sewer Infrastructure. The Development will provide all on-site water and wastewater infrastructure improvements necessary to serve the uses on the Development site.

4.10 Special Teams Plan Review and Inspections. The Town will request that Wake County assign its special team of plan reviewers and inspectors to the Development, in order to facilitate timely and consistent review of the Development.

4.11 Local Development Permits. In accordance with N.C. Gen. Stat. § 160D-1001(d), the development authorized by this Agreement shall comply with all applicable laws, including all ordinances, resolutions, regulations, permits, policies, and laws affecting the development of the Property, including laws governing permitted uses of the Property, density, intensity, design, and improvements, as further incorporated in, and not inconsistent with, the Downtown Mixed Use, Conditional District (DMX-CD) zoning and approved Master Development Plan.

4.12 On-Site Utility Easement / Right of Way. The Town will abandon the legacy on-site 30 foot sewer/utility easement and road right-of-way on and through Property, including by taking such statutory steps necessary to remove the encumbrance from title to the Property and recording such abandonment on the public records of the Wake County Registry.

4.13 Park and Ride Lot Improvements. The Town will design and implement the paved park and ride lot north of the railroad tracks and east of North Pine Street with pedestrian access to and from the Development. The park and ride pedestrian access to the Development will contain such pedestrian signalization as required by Carolina Coastal Railway (CLNA) and as necessary for safe pedestrian crossing in a north/south direction across the railroad tracks between the park and ride lot and the Development.

4.14 Railroad Parking Lot Improvements. The Town will lease from Carolina Coastal Railway (CLNA) that tract of land that is situated south of the railroad tracks, east of North Pine Street and southwest of Kemp Street and that is depicted on the Master Development Plan as the "Norfolk & Southern Railroad 200' R/W". The Town agrees that the lease from Carolina Coastal Railway (CLNA) shall grant the Town and the Development such easements and encroachments as necessary for the Development to install stormwater and fiber infrastructure on and through the site, for an awning, steps and handicapped access to the Development, for landscaping, for the right for public parking. The lease will further provide for interconnectivity with the Development, with such ingress/egress or cross-access easements as necessary for vehicular traffic and parking, and delivery trucks and solid waste trucks. The site will have disability access as necessary for pedestrian passage between the site and the Development. The Town will design and install a paved parking lot and connection between North Pine Street and Kemp Street with a design that is consistent with the Master Development Plan. The Town will endeavor to construct the improvements on a timeline consistent with Developer's target date for initial opening in or around Spring of 2027. In the event the Parties subsequently agree to a cost proposal, the Town may shift the design and installation of the paved parking lot to the Developer, and the Developer will be reimbursed by the Town in accordance with Section 4.7.

4.15 Streetscape. The Town and Developer will work together to design and implement streetscapes on North Pine Street and East Third Street, consistent with the Town's streetscape

policies and plans, to wit: (a) the Town will design and construct the Town's streetscape plan on North Pine Street with a parallel greenway, contemporaneous with the Developer's construction of on-site parking, such that the adjacent streetscape improvements will be completed by Summer 2027; and (b) the Developer will design and construct that streetscape plan on East Third Street depicted in the Master Development Plan, with such minor changes from the Town's design standard in the street section affecting bike lanes as are necessary to avoid demolition of the existing curb and gutter.

4.16 Social District Overlay. The Town will implement signage for its downtown social district that includes the Property, with such other changes to policies or overlay maps to include the Property within the Town's social district.

4.17 Master Signage Plan. The Developer will prepare and submit and the Town and Developer will cooperate to implement a master signage plan that will include characteristics of public art. The Developer will work with the Chamber of Commerce and other local stakeholders to participate in and implement way-finding signage orienting visitors to the location of Third Street Apollo.

4.18 Public Art Dollars. The Town will support the Developer's application(s) for community art grants from the United Arts Council for community participation in public art in and on the Development.

4.19 Downtown Improvement Grants. The Development and its tenants are within the downtown grant eligibility area and either Developer or its tenants may apply for Downtown Improvement Grants under the Town's Policy #148, dated November 27, 2023, subject to meeting other eligibility criteria therein. A tenant may apply for a one-time grant on its tenant space in Third Street Apollo. The Downtown Improvement Grants will be for the eligible uses defined in the policy, subject to the availability of funds and the scoring matrix for particular improvements, for up to fifty percent (50%) of the cost of the improvements. The Downtown Improvement Grants are subject to the maximum amounts set forth in the policy's grant tiers. Town staff will support otherwise qualified applications before the Downtown Development Committee and the Board of Commissioners.

ARTICLE 5. MISCELLANEOUS

5.1 Amendment; Modification; Termination; or Extension of the Agreement Term. This Agreement may be amended, modified, or terminated, or the Agreement Term extended, by the mutual consent of the Parties. Either Party may propose a proposed modification to this Agreement. Within fifteen (15) days after receipt of a proposed modification of this Agreement, the Administrator shall determine whether it is a major modification or a minor modification and shall notify the Developer of that determination. The Administrator shall consider the following criteria in making the determination as to whether a proposed modification is a major modification or a minor modification to this Agreement:

(a) A change in the Agreement Term or the agreed phases is a major modification.

(b) The addition of uses not described in the Conditional District Application or shown on the Master Development Plan is a major modification.

(c) The Developer assisting the Town with additional transportation or utility improvements.

(d) It shall be in the discretion of the Administrator as to whether any other proposed modifications to this Agreement shall be considered a major or minor modification. Examples of minor modifications include, but are not limited to, changes in the uses in specific areas depicted in the Master Development Plan or changes to architectural style.

A major modification of this Agreement shall follow the same procedures as required by North Carolina law for the adoption of a development agreement and shall follow any applicable provisions of the UDO. The Developer shall file an application for approval of a major modification on the applicable Town form, if any. A minor modification may be approved by the Administrator without following the same procedures as required by North Carolina law for the adoption of a proposed development agreement. Approval or disapproval of a minor modification by the Administrator shall be memorialized by letter from the Administrator to the Developer and shall include written findings by the Administrator that the proposed minor modification would be consistent with the purposes and goals of this Agreement, would comply with the UDO, and would not adversely affect the public health, safety, or general welfare. The Town may modify or suspend the provisions of this Agreement if the Town determines that the failure to do so would place the residents of the Property subject to this Agreement, or residents of the Town, or both, in a condition dangerous to their health or safety, or both. A copy of each minor modification approved by the Administrator shall be maintained on file by the Town Clerk.

5.2 Recordation/Binding Effect. Within fourteen (14) days after the Town executes this Agreement, the Developer shall record this Agreement in the Registry. Within fourteen (14) days after the Town provides the Developer with a document in a form acceptable for recording in the Registry evidencing approval of a major modification of this Agreement, the Developer shall record such document in the Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, the Town and its successors in interest, to the Developer and its assignees to whom such burdens and/or benefits are assigned in accordance with this Agreement, and, to the extent provided in this Agreement, to any Subsequent Owner and their successors and assigns, including successors in title. All of the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

5.3 Periodic Compliance Review and Enforcement.

(a) Periodic Review. Pursuant to N.C. Gen. Stat. § 160D-1008, the Administrator shall have the right, but not the obligation to conduct periodic compliance reviews at which time the Developer, or the Representative on behalf of the Developer, shall be required to demonstrate good faith compliance with the terms of this Agreement. The Administrator shall promptly report the results of this review to the Developer, the Town Manager and Town Board.

(b) Material Breach. If the Town Board finds and determines that the Developer has committed a material breach of the Agreement, the Town shall serve notice in writing to the Developer (the "Notice"), setting forth with reasonable particularity the nature of the material breach and the evidence supporting the finding and determination.

(c) Right to Cure. After such notice of material breach has been served, the Developer shall have a reasonable time in which to cure the material breach (the "Cure"), but in no event shall the Developer have less than thirty (30) days after issuance of the Notice for the Cure. Notwithstanding the foregoing, the Developer shall be afforded an additional reasonable period of time to cure the material breach if the Cure is commenced within the applicable time period and thereafter diligently pursued but cannot be completed within said time period.

(d) Termination or Modification by the Town. If the Developer fails to timely cure its material breach of this Agreement, then the Town Board may elect to terminate or modify this Agreement. If the material beach issue cannot be resolved through mediation, the Town may elect to terminate or modify this Agreement by giving the Developer notice of its election to terminate or modify this Agreement. The notice shall contain the effective date of the termination or proposed modification, which shall not be less than thirty (30) days immediately following Developer's receipt of the notice. If the election is to modify this Agreement, the notice shall describe the proposed modifications. Within thirty (30) days after receiving notice of termination or modification, the Developer, may appeal the termination or proposed modification to the Town's Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160D-405(a). An appeal stays all proceedings in furtherance of the action appealed from unless the Administrator, Town Manager, or designee of the Administrator or Town Manager, certifies to the Town's Board of Adjustment, after notice of appeal has been filed, that delay in the termination or proposed modification of this Agreement would cause imminent peril to life or property. An appeal to the Town's Board of Adjustment shall not constitute a waiver or election of any other rights or remedies in law or in equity available to the Developer with respect to the termination or proposed modification of this Agreement. In addition to the foregoing, rather than accede to a proposed modification of this Agreement or a proposed modification of this Agreement that has been affirmed in whole or in part by the Town's Board of Adjustment, within thirty (30) days after receipt of notice of the Town's proposed modification of this Agreement or receipt of notice of the affirmation of the proposed modification in whole or in part by the Town's Board of Adjustment.,

5.4 Mediation. In the event any Participant believes another Participant is in default under this Agreement, the applicable Participants shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating or modifying this Agreement. In the event of an impasse between the Participants in reaching any mutual agreement under this Agreement, the Participants shall make good faith efforts to negotiate and informally resolve the issue in dispute (the "Claim"). If the Participants do not resolve the Claim through negotiation within thirty (30) days of the date of the notice of default, the Participants agree to submit the claim to mediation pursuant to the following process:

(a) The non-defaulting Participant (the "Claimant") shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency or certified mediator upon which the Participants may mutually agree. Any mediation pursuant to this section shall take place in Wake County.

(b) If Claimant does not submit the claim to mediation within sixty (60) days after notice of default, Claimant shall be deemed to have waived the claim, and the defaulting Participant (the "Respondent") shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than a Participant.

(c) If the Participants do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. Such notice shall set forth when and where the Participants met, that the Participants are at an impasse, and the date that mediation was terminated.

(d) If settlement does not occur and mediation is terminated, the Participants may pursue any and all actions at law and equity permitted under this Agreement subject to any applicable right to notice and cure provided for in this Agreement.

(e) The costs of the mediation shall be paid in equal shares by the Participants; provided, however, a Participant who abandons mediation after having agreed to it may be assessed the entire costs of the mediation.

5.5 Development Timing. The Developer and any Subsequent Owner shall be obligated to develop the Property pursuant to this Agreement. The Development shall be done in such order and sequence as the Developer has depicted on the Master Development Plan. Phasing shall be based in such a way that all infrastructure improvements to be constructed within the Property will be provided when or before they are necessary for that phase of the Development, with a target date for initial opening at or around Spring of 2027.

5.6 Default. Apart from the Periodic Review process set forth in Section 5.3 of this Agreement, the failure of any Participant to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Participant or Participants to pursue such remedies as allowed under applicable law against the defaulting Participant, after following mediation requirements in Section 5.4 of this Agreement, provided, however, that no termination of this Agreement may be declared by a Party prior to the notice and opportunity to cure process set out in Section 5.3 of this Agreement. A Participant believing another Participant to be in default shall provide written notice of that default to the other Participant that the non-defaulting Participant first has knowledge of such default, and shall provide the defaulting Participant and the Developer on behalf of the defaulting Participant, if a Parcel Owner, an opportunity to cure any default as provided in the manner for providing for cure in Section 5.3 of this Agreement.

5.7 Force Majeure. In addition to specific provisions of this Agreement, no Participant shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such Participant's reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, wars, embargoes, fires, hurricanes, adverse weather, acts of God, lawful work stoppages ordered by a governmental entity, interference duly caused by any other Participant, or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such Participant's reasonable control or due to interference by another Participant, any date or times by which the Participants are otherwise scheduled to perform, if any, shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such Participant. If written notice of such delay is given to the other Participant after the commencement of such delay, an extension of time for such cause shall be deemed granted for the period of the enforced delay, or longer as may be mutually agreed to by the Participants.

5.8 Disclaimer of Joint Venture, Partnership and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among the Participants, or to impose any partnership obligation or liability upon such Participants.

5.9 No Third-Party Beneficiaries. The Agreement is not intended to and does not confer any right or benefit on any third party that is not a Participant.

5.10 Legal Actions. In addition to any other rights or remedies, and subject to the mediation requirements in Section 5.4 of this Agreement, and further subject to the notice and right to cure provisions in Section 5.3 of this Agreement, any Party may institute legal action against a defaulting Party to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Wake, State of North Carolina, and the Parties submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction.

5.11 Notices. Unless specifically provided otherwise by this Agreement, any notice, demand, request, consent, approval or communication which a Participant is required to or may give to another Participant hereunder shall be in writing and shall be delivered or addressed to other applicable Participants at the address below set forth or to such other address as such Participant may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or by email with a hard copy to be delivered by independent courier service by the next business day.

All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to:

Town Manager
Marvin E. Collins
409 Landing View Drive
Wendell, NC 27591

mcollins@townofwendellnc.gov

All notices, demands, requests, consents, approvals or communications to the Developer shall be addressed to:

Tyler Morris or Jason Stegall
Hollybrook Partners LLC
2009 Fairview Road #6247
Raleigh, NC 27628
tmorris@ccrdu.com
jstegall@ccrdu.com

with a copy to:

James C. Cunningham
Cunningham Law, PLLC
434 Fayetteville Street, Suite 2330
Raleigh, NC 27601
Cal@CalCunninghamNC.com

5.12 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the Participants relative to this Agreement and the Property. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Participants relative to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the UDO or the Master Development Plan as of the Effective Date.

5.13 Construction. All Participants agree that, in the interpretation of this Agreement, any amendments to this Agreement, or any Exhibits to this Agreement, there shall be no presumptions, preferences, or resolution of ambiguities in favor of or against any Party with respect to any part of this Agreement drafted by legal counsel of that Party.

5.14 Assignment. The Developer, or a Subsequent Owner may at any time and from time to time assign such Person's respective rights and responsibilities hereunder, which assignee and subsequent assignees will also retain the right to assign their respective rights and/or responsibilities hereunder or any part of all or any portion of the Property as Developer or Subsequent Owner. The Developer shall provide the Town with written notice of any assignment and a written assignment of rights and responsibilities shall be executed by the Developer and the assignee and recorded in the Registry. A deed from the Developer to a Subsequent Owner shall be deemed to assign the conveying Developer's rights and obligations under this Agreement to the Subsequent Owner. Any violation of the terms and conditions of this Agreement occurring after such an assignment will be the responsibility of the then current Developer or Subsequent Owner in violation.

5.15 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina. Any reference in this Agreement to a North Carolina General Statute shall be deemed to include any successor or replacement statute as to the same matters subject to the statute that has been succeeded or replaced.

5.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5.17 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the applicable Participants hereby agree to cooperate in defending such action; provided, however, each Participant shall retain the right to pursue its own independent legal defense.

5.18 Termination. Unless the Agreement Term is extended by the Town and Developer, this Agreement shall terminate on the earlier of the expiration of the Agreement Term specified in Section 4.2 of this Agreement or a specific termination made by operation of the provisions of this Agreement, or by agreement of the Parties. However, in that event, Developer shall owe the Town the amount of public funds expended to deliver public infrastructure to any part of the Development that has not been completed and certificates of occupancy issued. The intent of this provision is to make the Town whole in the event the Developer abandons a portion of the Development after the Town has expended funds to provide infrastructure pursuant to this Agreement. Any termination other than by expiration of the Agreement Term shall be recorded in the Registry. Termination of this Agreement as to the Developer and any Subsequent Owner shall not affect any of the following:

(a) any requirements to comply with the applicable terms and conditions of the UDO, approval and acceptance of infrastructure improvements, and any applicable permits;

(b) any easements dedicated to the Town; or

(c) rights under this Agreement with respect to which a permit has been issued by the Town prior to the termination or expiration but for which construction is not completed by the expiration of the Agreement Term or not completed prior to termination.

In the event consideration is given to termination of this Agreement, the Parties agree that each will identify appropriate representatives to meet and participate in good faith negotiations and mediation as provided in Section 4.14 of this Agreement, aimed at resolving the issues prompting that consideration.

5.19 No Deemed Waiver. Except as provided in Section 5.4(b), failure of a Participant to exercise any right under this Agreement shall not be deemed a waiver of any such right and shall not affect the right of such Participant to exercise at some future time said right or any other right it may have hereunder.

5.20 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions. The Participants agree that if any provision of this Agreement is judicially determined to be invalid because it is inconsistent with a provision of state or federal law, this Agreement shall

be amended to the extent necessary to make it consistent with state or federal law and the balance of the Agreement shall remain in full force and effect.

5.21 Authority. Each Party represents that it has undertaken all actions necessary for approval of this Agreement, and that the person signing this Agreement on behalf of such Party or has the authority to bind that Party.

5.22 Estoppel. Each Participant agrees, from time to time, within twenty (20) days after request of another Participant, to deliver to the requesting Participant or such Participant's designee, an estoppel certificate stating that this Agreement is in full force and effect, the unexpired term of this Agreement, and whether or not, to such Participant's knowledge, there are any existing defaults or matters which, with the passage of time, would become defaults under this Agreement. It is understood and agreed that the Participants' obligations to furnish such estoppel certificates in a timely fashion is a material inducement for execution of this Agreement.

5.23 Representations and Warranties of the Developer. The Developer represents and warrants to the Town that:

(a) it is an entity duly organized, existing, and in good standing under the laws of the State of North Carolina; and

(b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

5.24. Indemnification. Developer and any Subsequent Owner agrees to indemnify, defend, and hold harmless the Town and its authorized agents from liability for injury or death to any Person, or damage to any property, that arises out of or results from the direct or indirect acts or omissions of the indemnifying Developer or Parcel Owner, as applicable, in connection with any one or more of the following: (i) Development by the applicable Developer or Parcel Owner on the Property; and (ii) operation of any portion of the Property owned by the applicable Developer or Parcel Owner.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

Town of Wendell

By: _____
Name: Marvin Collins
Title: Town Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is Town Manager of the Town of Wendell, and acknowledged, on behalf of the Town of Wendell, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this __/__/____.

_____
Notary Public

My commission expires: _____

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

Town of Wendell

By: _____
Name:
Title: Finance Officer

IN WITNESS WHEREOF, the Parties hereby set their hands and seals, effective the date first above written.

Hollybrook Partners LLC, a North Carolina limited liability company

By: _____
Name:
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is Manager of Hollybrook Partners LLC, a North Carolina limited liability company, and acknowledged, on behalf of Hollybrook Partners LLC, the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this __/__/____.

_____
Notary Public

My commission expires: _____

EXHIBITS

Exhibit A Master Development Plan

Exhibit B Legal Description of the Property

AGENDA ITEM NO. 5.e

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Rezoning
AGENDA SECTION:	PUBLIC HEARINGS
SUBJECT:	Public Hearing to Annex (A26-01) and Rezone (R26-02) Approximately ± 35.44 Acres Located at 2621 North Carolina Highway 97 from Wake County Residential 40 (R40) to Town of Wendell Neighborhood Center (NC)
SPECIFIC ACTION REQUESTED:	Hold a Public Hearing on the Proposed Annexation and Rezoning and Consider Making a Motion to Adopt the Attached Ordinance
ITEM SUMMARY:	Applications have been received for the annexation and rezoning of ± 35.44 acres located at 2621 North Carolina Highway 97 from Wake County Residential 40 (R40) to Town of Wendell Neighborhood Center (NC).

The property is located near the corner of Mashburn Road and NC 97 and can be identified by PIN 1785417801.

The Wake County Public School System (WCPSS) acquired the property on September 24, 2024. The school system intends to develop the site as an elementary school. Concurrent with this request, WCPSS has petitioned for annexation into the corporate limits of Wendell. The Town Board of Commissioners initiated the process described at §160A 31 of North Carolina General Statutes on February 23, 2026, directing the Town Clerk to investigate a non-contiguous annexation and provide a certificate of sufficiency at a future meeting. At that time, the Board of Commissioners may fix the date for a public hearing on the annexation to coincide with its consideration of the Planning Board's recommendation related to this request for rezoning.

The applicant intends to develop the site as an elementary school campus. If the Town Board of Commissioners approves the annexation and zoning map amendment, WCPSS will submit site construction documents for review by Town staff. The plan will likely show buffers along the property lines and leave existing wetland on the eastern portion of site undisturbed. The school system intends to construct a ± 115,000 square foot building with capacity for 800 students in the southwest portion of the property. The site plan will likely include parent drop-off, bus drop-off, and a carpool loop. Primary vehicular access to the property will be from Marshburn Road with emergency access via NC 97. However, the Municipal and School Transportation Assistance Traffic Management Unit within the North Carolina Department of Transportation requested that the applicant evaluate primary access from NC 97. The recommendations of the traffic impact analysis will influence the final site design decisions. The applicant anticipates that the school will open in 2030.

ATTACHMENTS:

Staff Analysis - R26-02 Marshburn Elementary.docx
Marshburn Elementary Neighborhood Meeting Minutes
Planning Board Recommendation - R26-02.pdf
O-15-2026 - Ordinance Annexation Rezoning - 2621 Norh Carolina 97.docx

Planning

Staff Analysis

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Impacts to Town Services

The property will be required to annex into Town limits and as such will receive services from Town departments. With the development of the property, there could be a need for services

from the Town's Police and Public Works departments. Secondary service impacts will be incurred by other Town departments that support the operational departments. The property is already served by the Wendell-Holmes Fire District. Water and sewer are available to the property and would be provided by the City of Raleigh Public Utilities Department.

Project Setting – Surrounding Districts and Land uses:

DIRECTION	LANDUSE	ZONING
North	Commercial/Vacant	(County) HC/GB
South	Residential	(County) R40
East	Commercial/Residential	(County) HC/R40
West	Vacant	(County) R40

The subject property is located near the corner of Mashburn Road and NC 97. Another parcel under separate ownership occupies the corner northeast of the subject site. Vacant and active commercial sites under Wake County zoning are located to the north, across NC 97. Three parcels with frontage along Marshburn Road abut the subject site to the east. Those parcels are occupied by single family homes in Wake County residential districts. The abutting properties to the south are also occupied by single family homes and remain under Wake County zoning in residential districts. The undeveloped properties to the west are within Wake County residential zoning districts. The Marshburn Manor 404-unit single-family subdivision is located southeast of the site across Marshburn Road; the Ponder Planned Unit Development 1,903-unit neighborhood is nearby with access directly onto NC 97 through Marshburn Manor.

Transportation

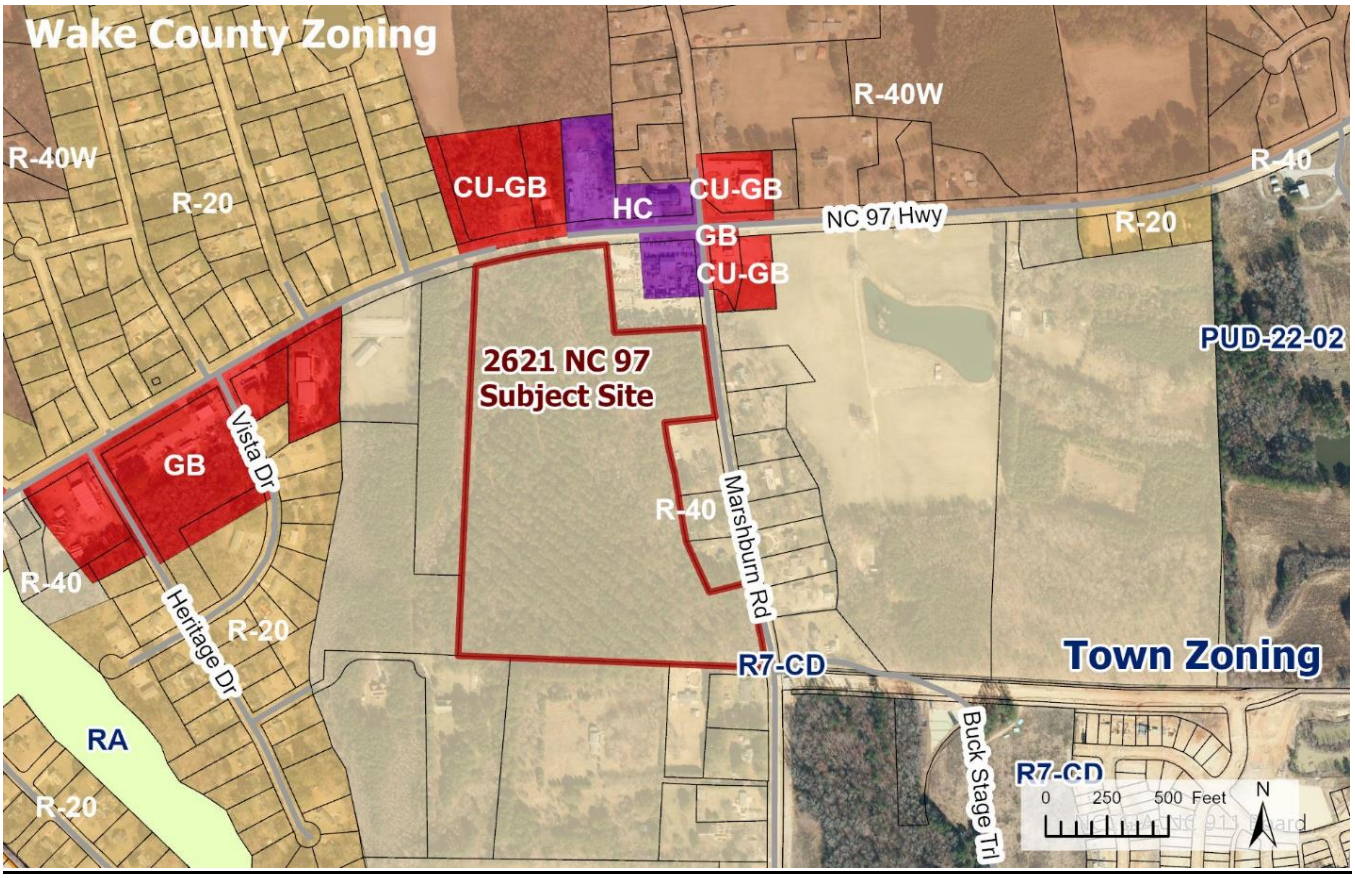
A traffic impact analysis is underway; the findings will inform site design and off-site improvements. New public schools are unlike other developments. North Carolina General Statutes §160A-307.1 limits the improvements a municipality may require of a new public school within its jurisdiction. Moreover, municipalities must reimburse the school system for the cost of improvements to municipal streets and related right-of-way acquisition. The cost of roadway improvements associated with the new school will be borne by the Town.

Zoning District

The subject property is in a Wake County Residential 40 (R40) zoning district. The applicant requests annexation into the corporate limits of Wendell and rezoning to Neighborhood Center (NC). The Unified Development Ordinance (UDO) provides for a mix of uses in NC districts, including schools (UDO §2.8; §2.3.C). The intent of the district is to create higher density residential areas that compliment commercial districts with pedestrian connectivity. The UDO permits a range of structure types and lot configurations in the district. The UDO encourages pedestrian activity through mixed-use development and connection to adjacent neighborhoods.

The school system requests a traditional zoning map amendment. No conditions have been proposed; no development plans have been submitted at this time. There is a high degree of certainty that WCPSS will develop the site as an elementary school. The school system is currently developing site construction plans. A traffic impact analysis (TIA) is underway. However, the UDO permits a wide range of uses in the NC zoning district. If the Town Board of Commissioners approves the map amendment and the applicant elects not to develop the site, future owners could establish any of uses permitted by right under the UDO, provided the development conforms to all physical standards of the ordinance. The NC Land Use Chart is provided as an attachment.

Zoning Map



Development and Design Standards

The bulk standards of the UDO vary by district and structure type. The standards for mixed-use and commercial buildings are listed below (UDO §5.13; §5.14). As discussed above, if the Town Board of Commissioners approves the rezoning request, and WCPSS does not proceed with development of the site, future owners could develop the site in conformity with the UDO.

	Mixed-Use	Commercial
Lot Width (Min)	25 feet	32 feet
Front Setback (Min)	0 feet	0 feet
Front Setback (Max)	10 feet	10 feet
Side Setback (Min)	5 feet*	5 feet*
Rear Setback (Min)	0 feet	0 feet
Maximum Height	3 Stories	3 Stories
Minimum Height	2 stories or 20 feet	None

*Zero feet within development

The applicant intends to develop the site as an elementary school. The UDO contains special provisions for Civic and Institutional buildings. Institutional buildings, including schools, serve specialized populations within the community and function as landmarks and public gathering places (UDO §19.3; §5.16). These singular structure types are not subject to the same prescriptive bulk standards as commercial and mixed-use buildings. However, they must conform to the design standards paraphrased below (UDO §5.16).

- Institutional buildings should create visual anchors for the community.
- Secondary buildings must be located at least 20 feet behind the front facade of the principal structure.
- Institutional building walls must be clad in clapboard, stone, stucco, cementitious fiber board, brick, or marble. Decorative concrete masonry units (CMU), exterior insulation finishing systems (EIFS), and vinyl siding may be used as a secondary element, or on facades not facing public streets.
- Flat roofs are allowed, but principal buildings adjacent to residential structures must have similar architectural features to ensure compatibility.

The standards for Institutional Buildings are in addition to the general building design requirements.

Any development of the site must conform to all standards of the UDO. Wake County provides stormwater, sedimentation, and erosion control services for the Town of Wendell; development of the site will require a Land Disturbance Permit from the County.

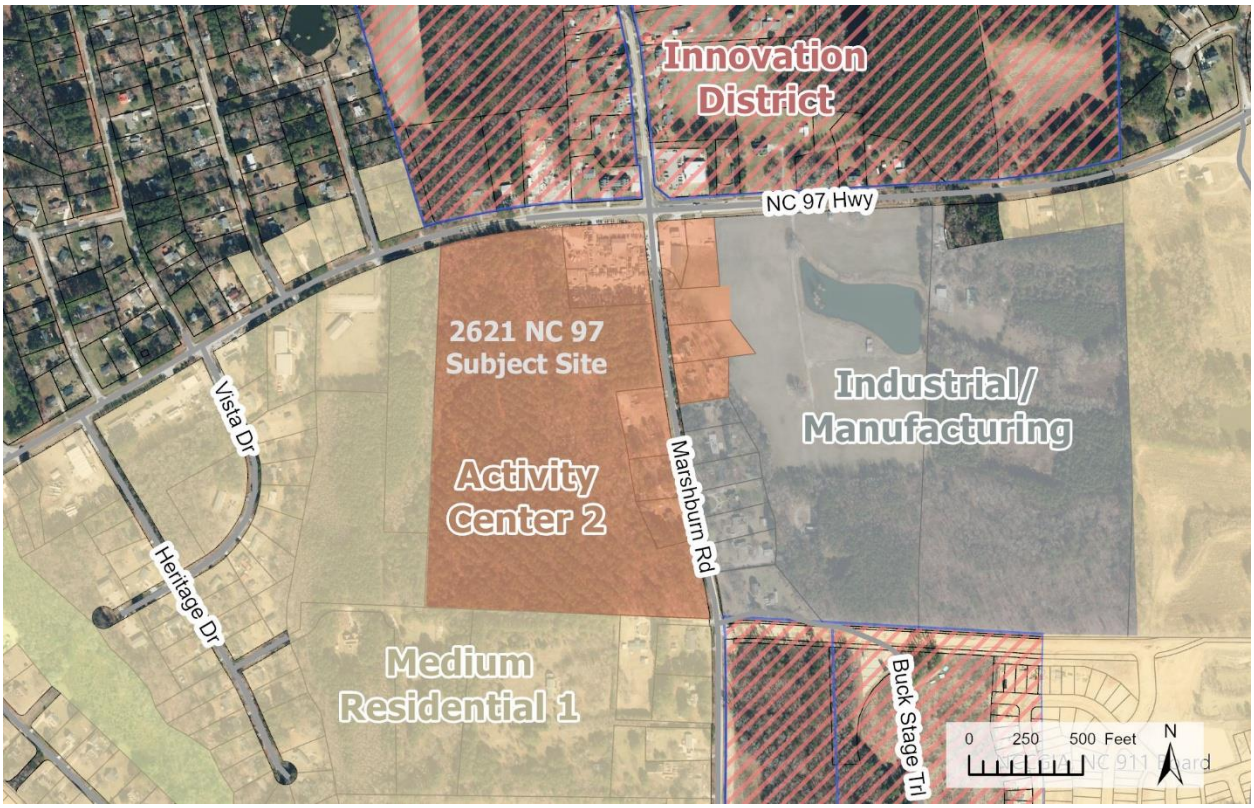
Buffers

The UDO mandates the use of landscaped buffers to separate incompatible adjacent land uses. Buffers provide privacy and mitigate potential adverse impacts upon less intense land uses (UDO §8.6).

- The UDO prescribes a “Type B” buffer wherever a more intense proposed use abuts an existing single family residential use within any zoning category (UDO §8.6.A(2)(a)). Therefore, WCPSS will be required to show conforming buffers on future site plans where the subject site abuts single family homesites to the east and south. The Type B buffer requires complete opacity by means of plantings, walls, or fencing at a height 6 feet. The minimum width is 20 feet.

- The property to the northeast of the subject site, at the corner of Marshburn Road and NC 97, is a higher intensity automotive related land use. At the time of site plan review, a buffer may not be required where the WCPSS property abuts the higher intensity land use.

Comprehensive Plan



Blueprint Wendell 2030 classifies the subject site as Activity Center 2. The placetype encourages the blending of uses and structure types (Blueprint Wendell, p.46). Activity Center 2 typically offers a horizontal mix of complimentary uses where changes occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located where access via the road network, sidewalks, greenways, and transit service is feasible.

ACTIVITY CENTER 2

AC-2

This area encourages the blending of complementary commercial, office and a mix of residential housing types. These areas typically offer a horizontal mix of uses where changes in use occur between adjacent buildings. Buildings are typically one and two stories. Designed to facilitate access via walking and biking, mixed-use areas should be located where access via the road network, sidewalks, greenways, and/or local shuttle/circulator service is feasible.



USES + BUILDINGS

- *Grocery stores*
- *Pharmacies*
- *Retail*
- *Restaurants*
- *Gyms, Fitness studios*
- *Personal services (branch banks, dry cleaners, tailors, hair and nail salons)*
- *Small to medium-sized offices*
- *Medical (office, urgent care)*
- *Attached single-family (Townhome)*
- *Multi-family (Condominiums, apartments)*
- *Event spaces such as greens or amphitheaters*

STREET PATTERN

Street Pattern: *Grid, Modified Grid*
Max Block Length: *500'*
Connectivity:

- *Moderately connected externally (to adjacent development and roadways)*
- *High internal connectivity with many pedestrian amenities*

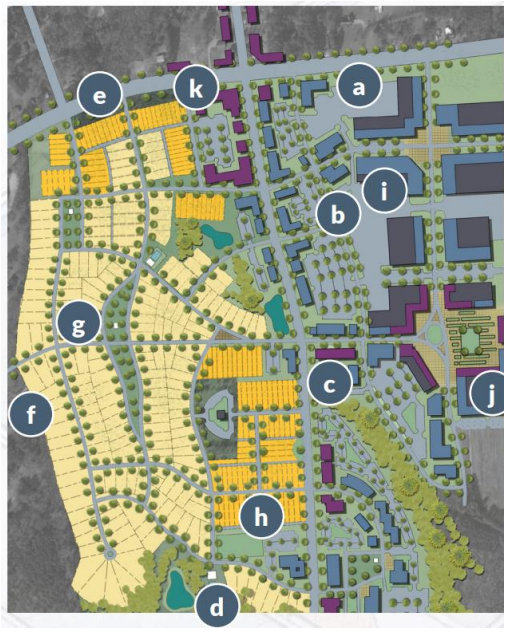
Street Types:

- *Private*
- *Local 2-lane with on-street parking*
- *Collector*

OPEN SPACE

- *Walking and biking paths and trails*
- *Courtyards and gathering spaces*
- *Stormwater as an amenity (to include trails, green space, recreation)*

Blueprint Wendell 2030 identified four focus areas where development is anticipated in the near future. The plan provides design concepts to guide land users and decision makers as the focus areas develop. The subject site is within a focus area located around the intersection of NC 97 and Marshburn Road. The NC 97/Marshburn Road concept depicts a mix of commercial and residential development with civic uses integrated into development accessible to area residents (Blueprint Wendell, p. 89). The plan emphasizes that the focus area concepts are simply illustrative guides and not rigid prescriptions for development (Blueprint Wendell, p. 87).



a. The concentration of flex-tech space is located with easy access to I-87.
b. Innovation is fostered with a mix of complementary uses including a variety of employment types: office, makerspaces, and light industrial manufacturing.
c. Supporting commercial uses serve employees and area residents.
d. Access to the future greenway network.
e. Housing choices include attached single-family (townhouse) and small-lot detached single-family homes.
f. Medium density single-family homes offer a compatible transition to adjacent residential development.
g. Neighborhood amenities include pocket parks and community centers for recreation and social activities.
h. Civic uses are integrated into development to be accessible to the area residents via walking or biking. They supplement neighborhood amenities to offer a broader array of gathering spaces.
i. The internal network of streets support various modes, providing trucks direct access to loading areas while accommodating local traffic to shops, restaurants, services, and flanking neighborhoods.
j. The greatest mix of uses is organized around a greenspace that supports informal gatherings as well as programmed events. The location makes the space accessible to the workday population but remains usable for area residents' enjoyment at night and on weekends.
k. The visibility of development to both pass-through and local traffic improves the viability of this crossroad as a commercial location.

Statement of Plan Consistency and Reasonableness

Any recommended change to the zoning map should be accompanied by a statement explaining how the change is/is not consistent with the comprehensive plan and is/is not reasonable in nature.

The applicant requests a traditional zoning map amendment; no conditions have been proposed and no development plans are under review.

The requested zoning map amendment is consistent with the Activity Center 2 placetype in Blueprint Wendell 2030. Although the placetype description does not explicitly list civic uses, it describes a complimentary horizontal mix of uses which includes necessary services like schools. Furthermore, the Marshburn Road/NC 97 focus area description calls for civic uses accessible to area residents. The requested zoning map amendment could be considered reasonable as it assists with implementation of plan goals one, three, and five, as well as the associated objectives listed below:

- *Goal 1: Effective Growth Management – To support new growth with adequate infrastructure, which improves the quality of life for residents and provides for a clean and green environment.*
- *Goal 5: Quality of Life + Equity – To be able to offer quality education, bolstering the County's efforts by adding resources to ensure value and increasing engagement with local businesses.*
- *Goal 3: High Level of Connectivity – To connect Wendell to communities in all directions for work, recreation, school, etc.*

The requested zoning map amendment partially fulfils the following recommended implementation actions of Blueprint Wendell 2030:

- *CA1. Support development of key nodes*
- *E3.3 Create space (land and buildings) to meet varied demands*
- *E3.4 Focus on job creation*
- *E3.5 Strengthen partnerships with businesses, institutions, and neighboring jurisdictions*

Neighborhood Meeting:

The applicant held a virtual neighborhood meeting on Monday, December 1, 2025, with eight people in attendance. Resident questions related to potential traffic improvements and clarifications about the annexation and rezoning processes. Minutes from the meeting are included as an attachment.

Staff Comments:

The applicant requests a traditional zoning map amendment; all uses allowed within the NC zoning district should be considered. A list of permitted uses is included as an attachment. The rezoning request is consistent with Blueprint Wendell 2030 and would likely be considered reasonable. Staff recommends approval of the zoning map amendment.

Marshburn Elementary – Neighborhood Meeting Summary

DATE / TIME: December 1, 2025 (7PM – 8PM)

LOCATION: Virtual Zoom Meeting

Attendees: Adjacent property owner contact information attached, downloaded from Zoom Chat

Wake County Public Schools: Alice Reese, Elizabeth Sharpe, Leah Petriccione

McAdams: David Bergmark, Bronwyn Redus

Development Team Presentation (see attached presentation):

- David Bergmark provided team introductions of the WCPSS team and the McAdams team and gave an overview of the meeting agenda.
- David informed attendees of the purpose and process of a neighborhood meeting.
- David explained the steps of the rezoning process and what that looks like in the Town of Wendell. David clarified the difference between traditional and conditional rezoning.
- Items covered within the presentation included: Site location and surrounding developments, Future Land Use Plan consistency, Project Need, Preliminary programming and notable site elements, Expected timing, Conceptual Site Sketch, and next steps in the process.
- David concluded the meeting by opening up the floor for questions and discussion.

Questions / Responses:

- Question: What is #5 on your school slide? (iPad 2)
  - Response: This number indicates a new development (Marshburn Manor), not a proposed school site.
- Question: Was there a conversation with DOT regarding designing the north entry for right in right out only? (iPad 2)
  - Response: The northern entry will ultimately be right in right out because Wendell's CTP shows a median to be constructed in this road. This will happen sometime in the future (not as a part of this project), which would restrict traffic to right-in, right-out movement.
- Question: Apologies [I meant] on 97. Would this be a right-in, right-out? (iPad 2)

    - Response: This access would also be right in right out. The access on 97 would only be for emergency access. It will have bollards or a gate up as a barrier and will not be used on an everyday basis.
- Question: Will the stoplight at the intersection of 97 & Marshburn be enhanced for turning? (Billy Hughes)
    - Response: It is too early to tell since we are just in the rezoning process right now. A traffic study will be done with the site plan which will take into account new trips from this proposed school development, and the impact it will have on existing traffic. The TIA will identify needed improvements like turn lanes, signal timing, etc. So, we can't answer this question fully now, but hopefully that answer gives a little context for what we will be looking into in the future.
- Question: Will we be annexed into the city of Wendell? (Billy Hughes)
    - Response: No. All annexation in North Carolina must be requested by property owners. The annexation request for the school is only related to this specific parcel and no one else. For your property to be annexed, you would need to request that the Town annex the property.
- Question: Is the future road extension [shown on Wendells ACS Plan] connecting to ridge rd.? (Vince)
    - Response: Wendell's CTP shows a future connector road to the south of our site (called Ridge Street). The construction of this road would not be part of our project. David can take a further look at the CTP and share a clip with Vince so he can see where that connector is ultimately going to go in the future.
        - *Note: Following the meeting, David Bergmark emailed those neighbors who provided their email addresses and confirmed that the future roadway shown on the Towns ACS Plan was shown to connect to Ridge Rd.*
- Question: I understand that this meeting is being recorded. Will we have access to that recording? (Billy Hughes)
    - Response: David can look into sending the video file through as a ShareFile link, but the video file will be very large. We are happy to share the PowerPoint presentation, which would be easier to send through email because it is a smaller file.
- Question: I would like a copy of the PowerPoint.
    - Response: We are happy to send it to all folks who provide their email address in the chat.

Meeting Conclusion

- There were no further comments and questions around 7:35 pm. The project team remained on the call until 8:00 pm, but no further attendees joined the meeting.

Meeting Participation List

Billy & Sherry Hughes - bobafett112@hotmail.com

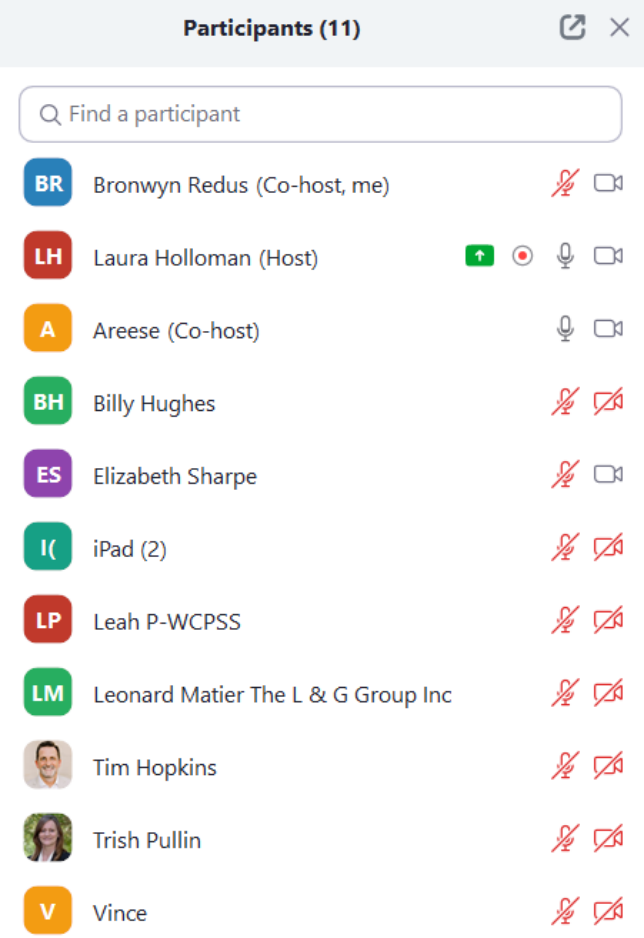
Mary & Paul Moser - Mmoser3@icloud.com

Trish Pullin - Trishpullinhomes@gmail.com

Leonard Matier - matier98@bellsouth.net

Vince - Vbtz1960@gmail.com

Tim Hopkins - timreadsbooks@yahoo.com



Marshburn Elementary Rezoning Neighborhood Meeting 12.1.25

McAdams

OVERVIEW

- Introduction
- Purpose of Neighborhood Meeting
- Rezoning Process
- Project Overview
- Next Steps
- Q&A Period



team introductions

- David Bergmark, AICP, Senior Planner – McAdams
- Bronwyn Redus, Planner II - McAdams
- Alice Reese, PLA, Senior Site Planner – WCPSS
- Elizabeth Sharpe, Senior Director of Planning – WCPSS
- Leah Petriccione, Senior Building Planner - WCPSS

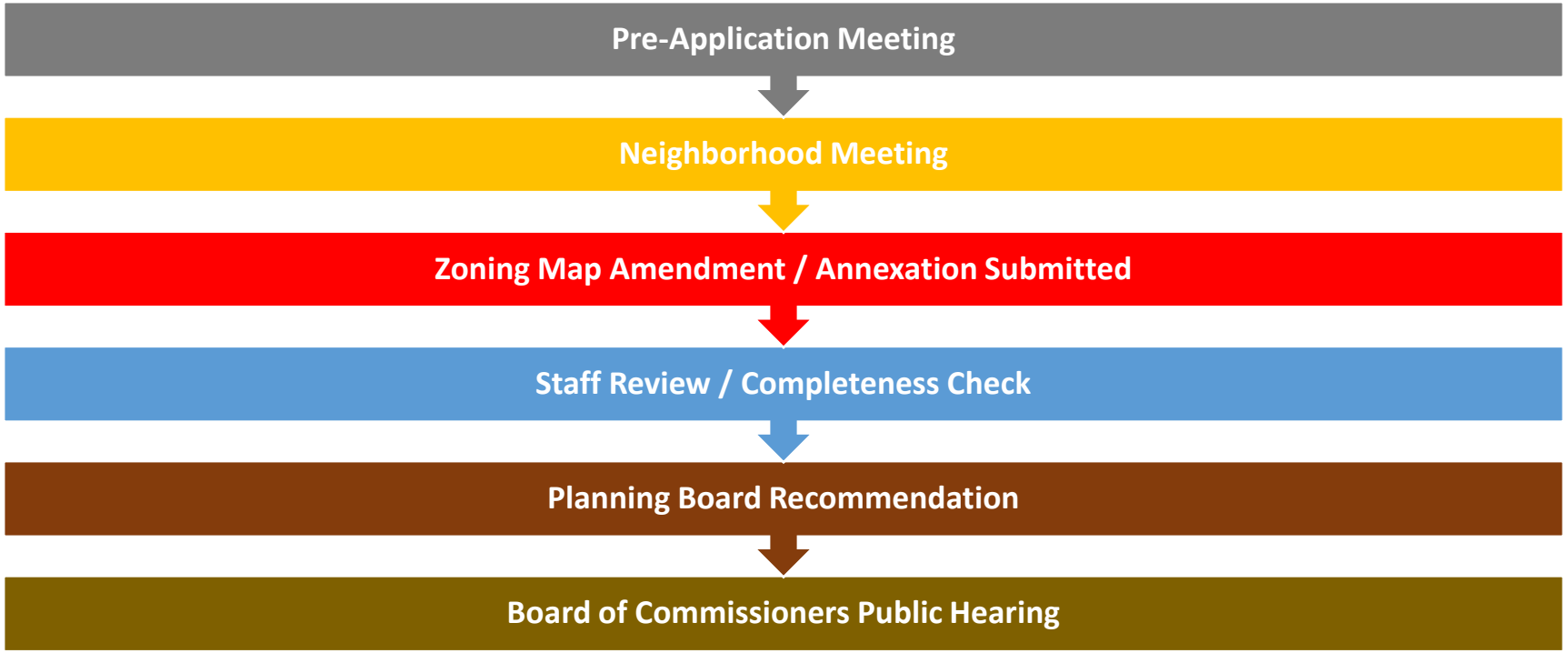
PURPOSE OF NEIGHBORHOOD MEETING

- To inform neighbors and solicit Neighborhood feedback earlier in the process
- To inform the rezoning or development process
- Who received notice? (300’ buffer used)
- Previous Community Meeting (Board of Educ) also held.
- Virtual meeting protocol.



REZONING PROCESS OVERVIEW

- Purpose of Zoning
- Difference between General Use Zoning and Conditional Zoning
- Zoning Steps

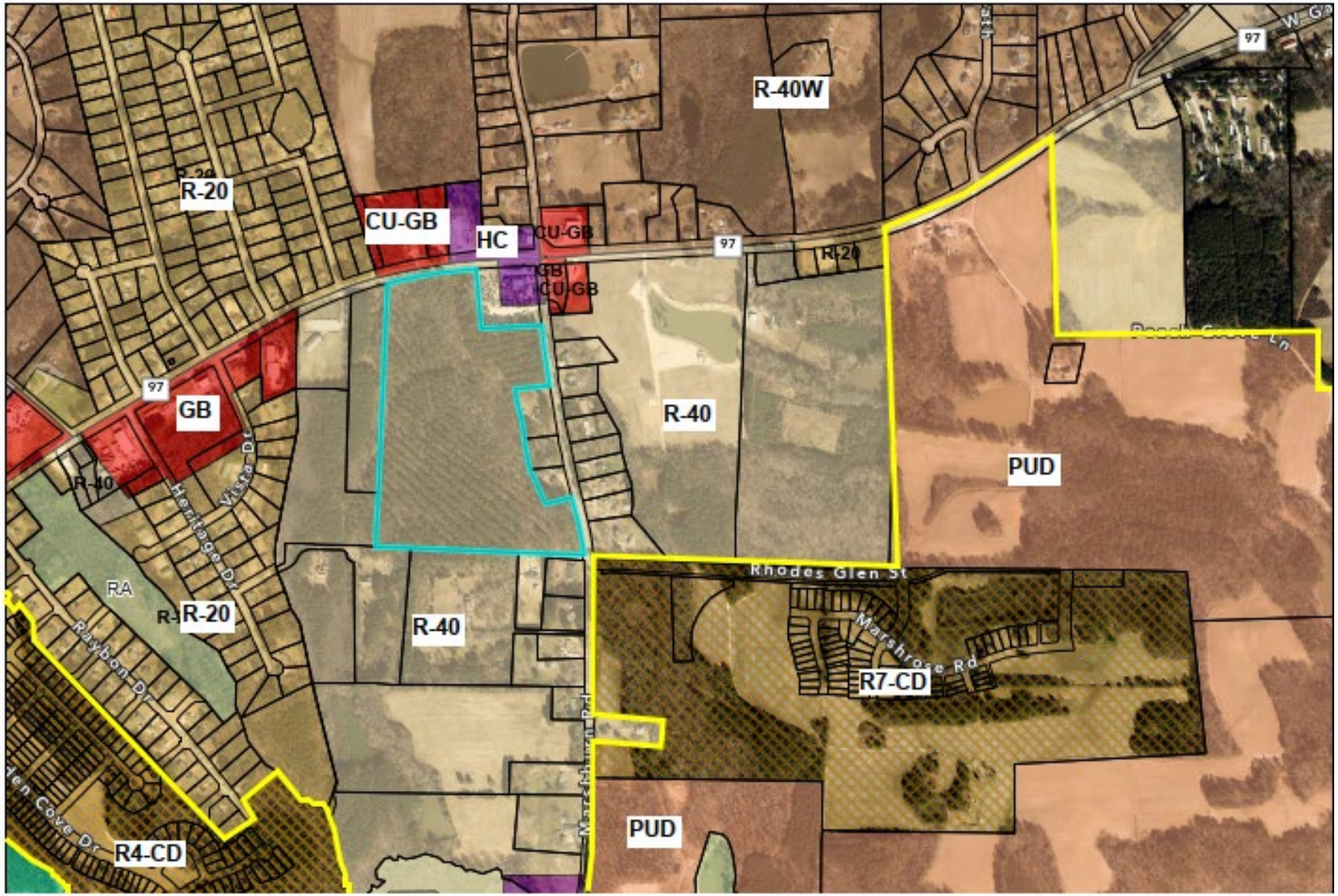


PROJECT LOCATION



Vicinity Map - 2621 NC 97 HWY [35.45 acres (to centerline)] N

Existing Zoning Context



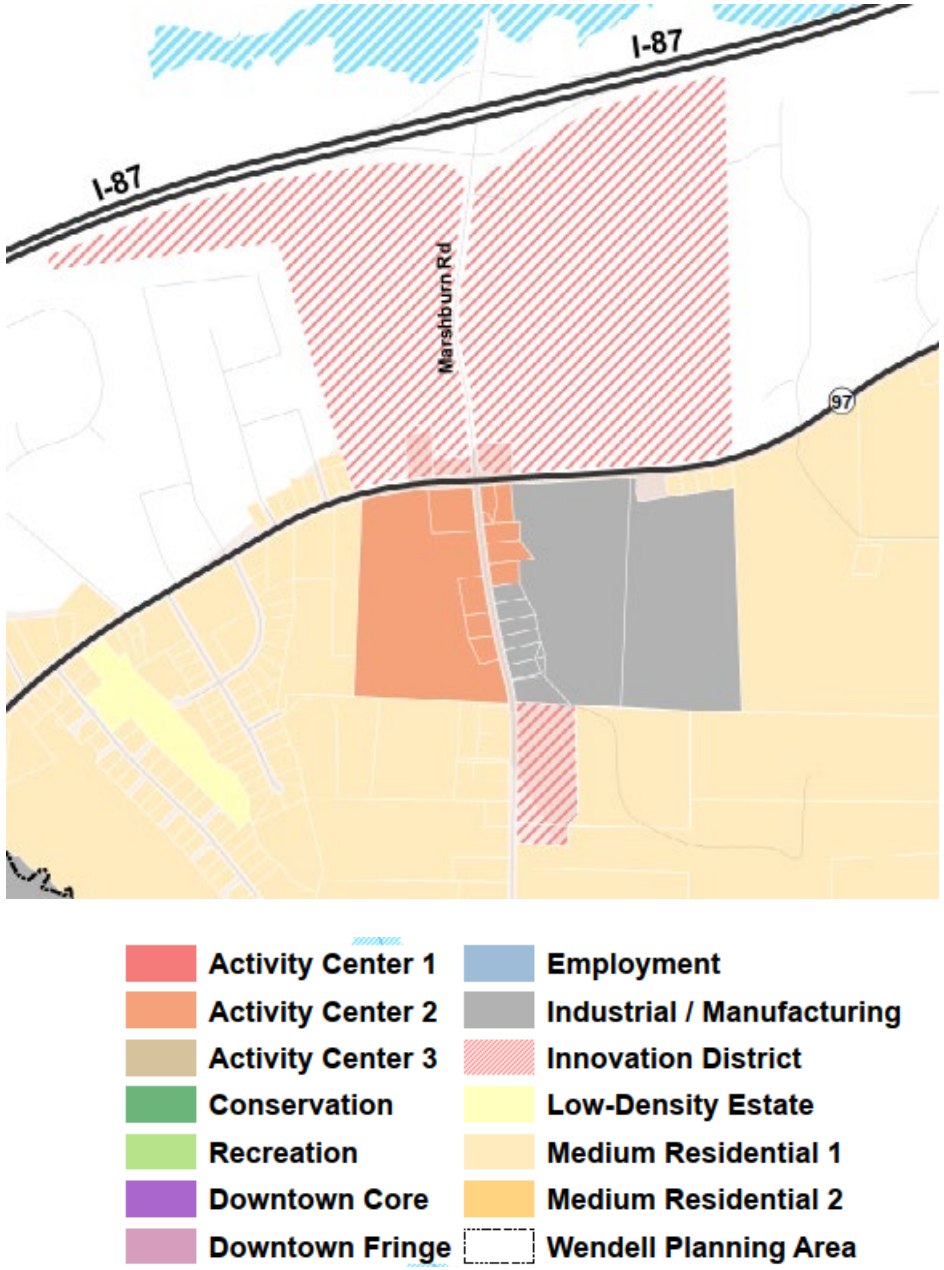
- Currently the subject property is vacant and is zoned R-40 (Wake Co. zoning)
- Property to be annexed into Wendell's corporate limits & Wendell zoning applied.

PLAN CONSISTENCY / FLU

- The property is designated as **Activity Center 2** on the Future Land Use Map, which envisions a mix of commercial, office, and residential uses horizontally integrated with strong walking and biking connectivity between adjacent properties.

- Neighborhood Center (NC) is an appropriate fit for this land use designation, as it permits the envisioned mix of uses, including elementary and secondary schools.

- Adjacent FLU designations include Industrial / Manufacturing (to east) & Innovation District (to north)



Proposed Zoning Designation (NC)

- **Neighborhood Center Description / Purpose**
  - The Neighborhood Center District is coded to provide for areas for residential and mixed-use development in close proximity to existing and planned neighborhood centers.

  - NC was Formerly the O&I zoning district (Schools falls within the Civic/Institutional use category).

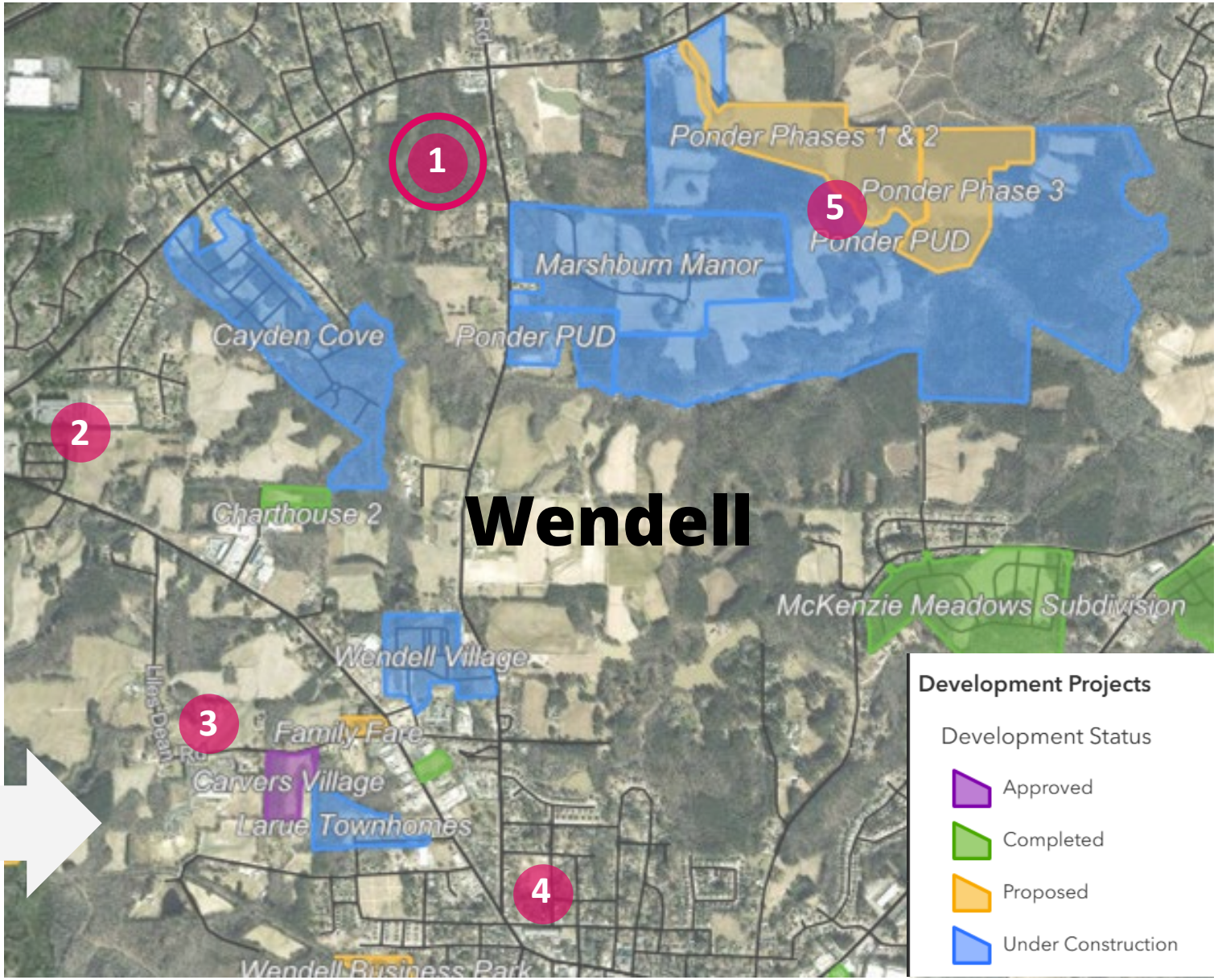
- **Contributing Factors in Zoning District Choice**
  - Schools – Elementary & Secondary are permitted by right (like most districts)
  - Alignment with Future Land Use
  - Transition between adjacent HC and GB districts and residential districts to the south.
  - Staff consultation
  - WCPSS ownership

Project Need

- Address capacity needs in Eastern Wake

- Project Status
  - Schematic Design
  - Rezoning/Annexation submittal

1. **E-57 Site**
2. **Wendell Middle**
3. **Carver Elementary**
4. **Wendell Elementary**
5. **Future developments**



(Image from Town of Wendell - Interactive Development Map)

PRELIMINARY PROJECT SUMMARY

- **Preliminary Programming**
  - Proposed Marshburn Rd Elementary School (~ 115,000 SF) with parent drop-off, bus drop-off, and carpool loop – on ~35 acre site.
  - Estimated capacity for ~ 800 students
  - Accessed on Marshburn Rd (emergency access only on NC-97)

- **Notable Site Elements**
  - Small wetland band on the site which we will look to limit impacts to
  - Site is heavily wooded, allowing for preservation of natural buffers.
  - Size of parcel allows WCPSS to maximize separation from existing uses.

- **Timing**
  - Rezoning / Annexation approval – Estimated Spring 2026
  - Site Plan Submittal – Estimated Spring 2026
  - Bidding – Summer 2027
  - Site Improvements Completed – Spring of 2029
  - School Opening –
    - August 2029 – Swing space for Wendell ES
    - July 2030 – Marshburn Elementary

ILLUSTRATIVE RENDERING (CONCEPTUAL)



Next Steps

- **Following Neighborhood Meeting**
  - Formal Submittal of the Rezoning and Annexation Applications
    - Anticipated December 2025
  - Planning Board Meeting for Recommendation
    - Date TBD (Likely February. earliest would be 3rd week in January)
  - Public Hearing before Town Board to approve Rezoning/Annexation Request
    - Date TBD (Likely March/April)
  - Site Plan Submittal
    - Spring of 2026.



Project Contact for Questions: David Bergmark
Bergmark@mcadamsco.com
919-449-4005

WENDELL

Planning Department

Wendell Planning Board Recommendation to the Wendell Board of Commissioners

R26-02:
Request to Rezone (R26-02) Approximately ± 35.44 Acres Located at 2621 North Carolina Highway 97 from Wake County Residential 40 (R40) to Town of Wendell Neighborhood Center (NC)

Case Description:

- The applicant requests to rezone ± 35.44 acres located at 2621 North Carolina Highway 97 from Wake County Residential 40 (R40) to Town of Wendell Neighborhood Center (NC).
- The property is located near the corner of Mashburn Road and NC 97 and can be identified by PIN 1785417801.
- The Wake County Public School System (WCPSS) acquired the property on September 24, 2024. The school system intends to develop the site as an elementary school. Concurrent with this request, WCPSS has petitioned for annexation into the corporate limits of Wendell. The Town Board of Commissioners initiated the process described at §160A 31 of North Carolina General Statutes on February 23, 2026, directing the Town Clerk to investigate a non-contiguous annexation and provide a certificate of sufficiency at a future meeting. At that time, the Board of Commissioners may fix the date for a public hearing on the annexation to coincide with its consideration of the Planning Board's recommendation related to this request for rezoning.
- The applicant intends to develop the site as an elementary school campus. If the Town Board of Commissioners approves the annexation and zoning map amendment, WCPSS will submit site construction documents for review by Town staff. The plan will likely show buffers along the property lines and leave existing wetland on the eastern portion of site undisturbed. The school system intends to construct a ± 115,000 square foot building with

capacity for 800 students in the southwest portion of the property. The site plan will likely include parent drop-off, bus drop-off, and a carpool loop. Primary vehicular access to the property will be from Marshburn Road with emergency access via NC 97. However, the Municipal and School Transportation Assistance Traffic Management Unit within the North Carolina Department of Transportation requested that the applicant evaluate primary access from NC 97. The recommendations of the traffic impact analysis will influence the final site design decisions. The applicant anticipates that the school will open in 2030.

Planning Board Action:

At their March 16, 2026 meeting, the Planning Board voted 5-0 on the motion to recommend approval of R26-02.

Voting in Favor: Gregory Hopkins, Caleb Sanderson, Jonathan Olson, Lewis Hardee, Ken Weeden

Voting Against: None

Absent: Tevis High, Graham Andres, Nate Wyscarver and Matthew Meinig

Statement of Plan Consistency and Reasonableness:

The Planning Board recommends approval of zoning map amendment R62-02, as it is partially consistent with Blueprint Wendell 2030 comprehensive plan and is reasonable and in the public interest because it will likely (CA1) Support development of key nodes (large and small). Consistent with the Future Land Use Map, delineate centers of activity where the more intense development includes a mix of uses. This development is adjacent to developments designated as Activity Center 2 and 3.

Signed by the Planning Board Chairman

Planning Board Chairman

20 Mar 2026

Date

Return Address: Bryan Coates, Planning Director
Town of Wendell
409 Landing View Drive
Wendell, NC 27591

ANNEXATION PETITION: A26-01
REZONING PETITION: R26-02
PINs: 1785417801
Owners: Wake County Board of Education
Non-Contiguous: 35.44 +/- acres

ORDINANCE NO. O-15-2026
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS AND AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE TOWN OF WENDELL, NORTH CAROLINA

WHEREAS, the Town of Wendell has been petitioned under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, a petition has been filed with the Board of Commissioners of the Town of Wendell requesting an amendment to the Zoning Ordinance and Zoning Map of the Town of Wendell to include in the Neighborhood Center (NC) zone the property described below, said property formerly being zoned Wake County Residential 40 (R40); and

WHEREAS, said property is owned by Wake County Board of Education and bears the PIN set forth above; and

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

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

WHEREAS, the Town Clerk has certified the sufficiency of the annexation petition; and

WHEREAS, notice of a public hearing to consider the annexation petition was duly published in The Wake Weekly, a local newspaper of general circulation, as required by Section 160A-58.2 of the North Carolina General Statutes; and

WHEREAS, notice of a public hearing to consider the proposed zoning change was duly published in The Wake Weekly, a local newspaper, as required by the Wendell Unified Development Ordinance and by Section 160D-601 of the North Carolina General Statutes; and

WHEREAS**,** a notice of the proposed zoning classification action was mailed to the owner(s) of the parcel(s) of land involved, as shown on the County Tax Listings, and to the owners of all parcels of land abutting that (those) parcel(s) of land as shown on the County Tax Listings, by depositing a copy of the same in the United States Mail, first class postage paid, as required by the Unified Development Ordinance of the Town of Wendell and by Section 160D-602 of the General Statutes; and

WHEREAS, the said public hearing on the questions of the annexation petition and the proposed zoning change were actually conducted at 7:00 p,m. on April 13, 2026 wherein a reasonable opportunity was given to all those in attendance to speak either in favor or against the said change or to make relevant comments; and

WHEREAS, the Town of Wendell finds that the annexation petition meets the requirements of G.S. 160A-58.1(b) to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the Town;
b. No point on the proposed satellite corporate limits is closer to another municipality than to the Town;
c. The area described is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
d. No subdivision, as defined in G.S. 160D-802, will be fragmented by this proposed annexation; and

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

Section 1: Extending the Corporate Limits of the Town of Wendell, North Carolina.

Part 1. By virtue of the authority granted by G.S. 160A-58.2, the following described territory is hereby annexed and made part of the Town of Wendell as of April 13, 2026:

The property identified by PIN 1785417801and also shown as the 35.44-acre tract located at 2621 NC Highway 97 on the below identified survey plat is hereby annexed and made part of the Town of Wendell, North Carolina, as of the date of adoption of this Ordinance on April 13, 2026. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Plat, Satellite Extension of Corporate Limits of the Town of Wendell" and recorded in Book of Maps Book Number _____, Page Number _____, Wake County Registry.

Part 2. Upon and after April 13, 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Wendell and shall be entitled to the same privileges and benefits as other parts of the Town of Wendell. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Part 3. The Mayor of the Town of Wendell shall cause to be recorded in the office of the Register of Deeds of Wake County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Section 2: Amending the Zoning Ordinance and Zoning Map of the Town of Wendell, North Carolina.

Part 1. That the Unified Development Ordinance of the Town of Wendell is hereby amended to include in the Neighborhood Center (NC R26-02) zone the following described property:

General Description:
Property is located at: 2621 North Carolina Highway 97

Specific Description:
Parcel Identification Number: 1785417801

Part 2. That the official Town of Wendell Zoning Map is hereby amended to include in the **Neighborhood Center (NC R26-02)** zoning district 35.44 acres of land located at 2621 North Carolina Highway 97 (PIN: 1785417801).

Part 3. The requested zoning map amendment for the parcel within the rezoning area identified as R26-02 from Wake County Residential 40 (R40) to Neighborhood Center (NC R26-02) is found to be consistent with the Blueprint Wendell 2030 Comprehensive Plan placetype designation of Activity Center-2 (AC-2) since a blend of complimentary uses is listed as appropriate and could be considered reasonable as it assists with the plan goals listed below:

CA1. *Support development of key nodes*
- Goal 1 - Effective Growth Management
- Goal 4 – Economic Vitality
- Goal 5 – Quality of Life + Equity

Part 4. That if any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Part 5. That this ordinance shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of Commissioners of the Town of Wendell this 13th day of April 2026 while in regular session.

(Town Seal)

_____
Virginia R. Gray, Mayor

ATTEST:

_____
Mary Beth Tew, Town Clerk

APPROVED AS TO FORM:

_____
James P. Cauley III, Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF WAKE

CLERK'S CERTIFICATION

I, **MARY BETH TEW,** Town Clerk of the Town of Wendell, North Carolina, do hereby certify that the attached is original ordinance **#O-15-2026**, as adopted by the Wendell Board of Commissioners on the 13th day of April 2026 for property owned by **Wake County Board of Education** and is approved for recording in the Wake County Register of Deeds.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Wendell, North Carolina this _____ day of _____, 2026.

[TOWN SEAL]

_____
Mary Beth Tew, Town Clerk

AGENDA ITEM NO. 6.a

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Street Closure
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Resolution of Intent to Formally Close Right of Way known as South Pine Street Located between East Haywood and Fowlkes Street
SPECIFIC ACTION REQUESTED:	Adopt a Resolution of Intent to Close Road Right of Way and to Schedule a Public Hearing on this Item for May 11th, 2026

ITEM SUMMARY:

Caleb Sanderson of 114 East Haywood Street has requested that a portion of the South Pine Street Right of Way be closed. According to §160A-299, for a road or alley to be formally closed, the municipality's Town Board must first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. This resolution must be published in the newspaper for four successive weeks, and notices must be mailed to adjoining property owners and posted on the property.

The South Pine Street right of way between East Haywood and Fowlkes Street is unimproved right of way and does not contain a roadway. The property in the right of way would revert to the adjoining properties as proposed and become taxable private property. The final decision on the abandonment of the public alleys would occur following the advertised public hearing.

ATTACHMENTS:

R-11-2026_South_Pine_Street_Right_of_Way_Closing
Attachment C - GS_160A-299
S Pine Street ROW Map.pdf

TOWN OF WENDELL NORTH CAROLINA

RESOLUTION DECLARING INTENT TO CLOSE ROAD RIGHT-OF-WAY

RESOLUTION NO.: R-XX-2026

BE IT RESOLVED that, the Town of Wendell does hereby declare its intent to close the South Pine Street right of way located between East Haywood and Fowlkes Street, being approximately 7,918 square feet and located in town limits, bordering the lots identified by PINs 1783783316, 1783780399, and 1783780229.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby orders that a public hearing on this matter be held on Monday, May 11, 2026, at 7:00 p.m. in the Wendell Town Hall, following the public notice of intent as required by §160A-299.

Duly resolved this 13th day of April 2026, while in regular session.

_____
Virginia R. Gray
Mayor

ATTEST:

_____
Mary Beth Tew
Town Clerk

§ 160A-299. Procedure for permanently closing streets and alleys.

(a) When a city proposes to permanently close any street or public alley, the council shall first adopt a resolution declaring its intent to close the street or alley and calling a public hearing on the question. The resolution shall be published once a week for four successive weeks prior to the hearing, a copy thereof shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along the street or alley. If the street or alley is under the authority and control of the Department of Transportation, a copy of the resolution shall be mailed to the Department of Transportation. At the hearing, any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual. If it appears to the satisfaction of the council after the hearing that closing the street or alley is not contrary to the public interest, and that no individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the council may adopt an order closing the street or alley. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county in which the street, or any portion thereof, is located.

(b) Any person aggrieved by the closing of any street or alley including the Department of Transportation if the street or alley is under its authority and control, may appeal the council's order to the General Court of Justice within 30 days after its adoption. In appeals of streets closed under this section, all facts and issues shall be heard and decided by a judge sitting without a jury. In addition to determining whether procedural requirements were complied with, the court shall determine whether, on the record as presented to the city council, the council's decision to close the street was in accordance with the statutory standards of subsection (a) of this section and any other applicable requirements of local law or ordinance.

No cause of action or defense founded upon the invalidity of any proceedings taken in closing any street or alley may be asserted, nor shall the validity of the order be open to question in any court upon any ground whatever, except in an action or proceeding begun within 30 days after the order is adopted. The failure to send notice by registered or certified mail shall not invalidate any ordinance adopted prior to January 1, 1989.

(c) Upon the closing of a street or alley in accordance with this section, subject to the provisions of subsection (f) of this section, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley.

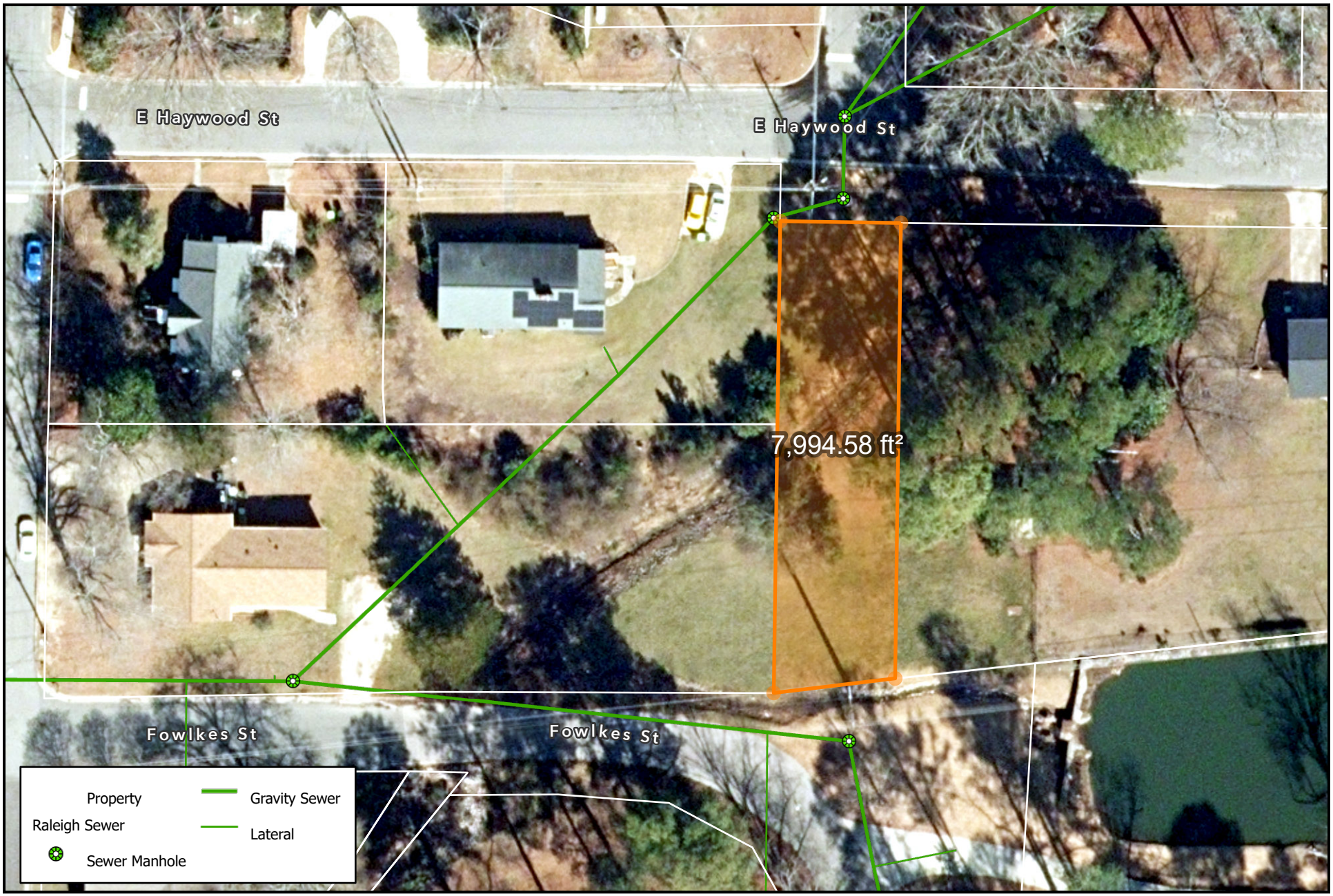
The provisions of this subsection regarding division of right- of-way in street or alley closings may be altered as to a particular street or alley closing by the assent of all property owners taking title to a closed street or alley by the filing of a plat which shows the street or alley closing and the portion of the closed street or alley to be taken by each such owner. The plat shall be signed by each property owner who, under this section, has an ownership right in the closed street or alley.

(d) This section shall apply to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened. This section also applies to unopened streets or public alleys that are shown on plats but that have not been accepted or maintained by the city, provided that this section shall not abrogate the rights of a dedicator, or those claiming under a dedicator, pursuant to G.S. 136-96.

(e) No street or alley under the control of the Department of Transportation may be closed unless the Department of Transportation consents thereto.

(f) A city may reserve a right, title, and interest in any improvements or easements within a street closed pursuant to this section. An easement under this subsection shall include utility, drainage, pedestrian, landscaping, conservation, or other easements considered by the city to be in the public interest. The reservation of an easement under this subsection shall be stated in the order of closing. The reservation also extends to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the city.

(g) The city may retain utility easements, both public and private, in cases of streets withdrawn under G.S. 136-96. To retain such easements, the city council shall, after public hearing, approve a "declaration of retention of utility easements" specifically describing such easements. Notice by certified or registered mail shall be provided to the party withdrawing the street from dedication under G.S. 136-96 at least five days prior to the hearing. The declaration must be passed prior to filing of any plat or map or declaration of withdrawal with the register of deeds. Any property owner filing such plats, maps, or declarations shall include the city declaration with the declaration of withdrawal and shall show the utilities retained on any map or plat showing the withdrawal. (1971, c. 698, s. 1; 1973, c. 426, s. 47; c. 507, s. 5; 1977, c. 464, s. 34, 1981, c. 401; c. 402, ss. 1, 2; 1989, c. 254; 1993, c. 149, s. 1; 2015-103, s. 1.)



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0 25 50 100 ft

1 inch equals 50 feet

Disclaimer

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

AGENDA ITEM NO. 6.b

Item Cover Page

TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: April 13, 2026

SUBMITTED BY: Melanie Joyner, Human Resources

ITEM TYPE: Budget Item

AGENDA SECTION: ADMINISTRATIVE ITEMS

SUBJECT: Request Addition of a Human Resources Specialist Position to the FY 2026 Budget

SPECIFIC ACTION REQUESTED: Approval of Additional Human Resources Specialist Position to the FY 2026 Budget

ITEM SUMMARY:

The HR Department is currently budgeted for 2 FTEs – one Human Resources Director (filled 1/12/2026) and one HR Specialist (in recruitment, offer pending final interview and reference checks). We have requested two additional FTEs for the HR Department in the FY2027 budget – an HR Specialist (July 1, 2026 recruitment) and a Safety and Risk Manager (January 1, 2027 recruitment).

The labor pool for human resources talent is competitive in the greater Wake County area. The job posting for the current HR Specialist recruitment yielded 192 applicants and ~145 candidates with varying levels of applicable human resources experience. We have narrowed this competitive pool down to two finalists who have the knowledge, skills, and directly related experience to perform successfully in the HR Specialist role. The HR Director is building out a suite of professional HR services to meet the needs of the Town of Wendell now and for its planned future growth. HR program build-out includes:

- Recruitment – Moving beyond posting positions to actively recruiting specialized talent and creating vetted candidate pools that are ready when vacancies occur.

- Classification and Compensation – Bringing classification system knowledge in-house to keep up with external market pressures for talent.
- Benefits Administration – Benefits administration is currently a function of the Finance Department, and will shift to Human Resources with the new fiscal year.
- Workplace Safety – This function serves the entire organization and typically resides in the Human Resources department.
- Training and Development – Providing on-going resources and training for staff, including supervisory skills, workplace communication, bystander intervention, and much more.

Finally, the addition of the fire department as a core service of the Town of Wendell brings a 50% increase in the town's personnel, which will place additional demands on the lean HR department.

The current recruitment for an HR Specialist yielded 2 qualified candidates. Rather than post/recruit for the second HR Specialist position in July (the original request for the FY27 budget), we would like to hire both finalists into an HR Specialist position as follows:

HR Specialist #1 - $70,084.07, April 27, 2026

HR Specialist #2 - $70,084.07, June 1, 2026

The 2nd position will cost an additional $8,300 this fiscal year. Funding to cover this cost is available from lapsed salary dollars.

AGENDA ITEM NO. 6.c

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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Melanie Joyner, Human Resources
ITEM TYPE:	Policies
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Personnel Policy Updates - Sick Leave and FMLA
SPECIFIC ACTION REQUESTED:	Approval of Amendments to the Personnel Policy, Sick Leave Policy and Use of Paid Time Off under the FMLA Policy
ITEM SUMMARY:	Staff is recommending changes to the Personnel Policy to better reflect standard practice for the organization. Under the FMLA policy, sick leave is required to be used while on leave under the FMLA policy. An edit to the Sick Leave policy is recommended to remain in alignment with this provision. Further, the current sick leave policy references "extended leave" under the FMLA policy. There is no such section; therefore, a correction is proposed. Additionally, an edit to the Leave Provisions section of the FMLA policy is recommended to be consistent with standard practice of using compensatory time prior to other leave. The proposed language changes can be found in the item attachment.

ATTACHMENTS:
Personnel Policy Updates Sick Leave 4.13.2026.pdf

Article VII. Section 4. Sick Leave

Current Policy Language:

Sick leave is a privilege granted to an employee for use consistent with this policy and is not a right. Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, temporary disabilities, required physical or dental examinations or treatment, exposure to a contagious disease when continuing work might jeopardize the health of others, and death in the immediate family.

Sick leave may also be used when an employee must care for a member of his or her immediate family who is ill or needs medical care. An employee's immediate family member is defined in Article 1, Section 11 of this Policy.

Sick leave may be used concurrently with Family and Medical Leave. See "Family and Medical Leave (Extended Leave)". Sick leave may also be used to supplement Workers' Compensation Disability Leave during the waiting period before Workers' compensation benefits begin.

Proposed Policy Language:

Sick leave ***shall*** ~~may~~ be used concurrently with Family and Medical Leave. See "Family and Medical Leave (***Leave Provisions*** Extended Leave)". Sick leave may also be used to supplement Workers' Compensation Disability Leave during the waiting period before Workers' compensation benefits begin.

Current Policy Language:

Employees must first use and exhaust any accrued paid leave time before taking unpaid leave. Sick leave will be used first and then vacation leave until all leave is exhausted. Vacation and sick leave credits will not be accrued, nor will the employee receive paid holidays during FMLA leave without pay. An employee is entitled to a maximum of 12 weeks of protected leave in a 12 month period. In the case of military caregiver leave, more than 12 weeks in a single 12 month period may be available.

Proposed Policy Language:

Employees must first use and exhaust any accrued paid leave time before taking unpaid leave. ***Compensatory time will be used first, followed by sick leave and then vacation leave*** until all leave is exhausted. Vacation and sick leave credits will not be accrued, nor will the employee receive paid holidays during FMLA leave without pay. An employee is entitled to a maximum of 12 weeks of protected leave in a 12 month period. In the case of military caregiver leave, more than 12 weeks in a single 12 month period may be available.

AGENDA ITEM NO. 6.d

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TOWN BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	April 13, 2026
SUBMITTED BY:	Bryan Coates, Planning
ITEM TYPE:	Discussion
AGENDA SECTION:	ADMINISTRATIVE ITEMS
SUBJECT:	Town of Wendell Unified Development Ordinance (UDO) Update Steering Committee
SPECIFIC ACTION REQUESTED:	Motion to Create the Town of Wendell Unified Development Ordinance (UDO) Update Steering Committee
ITEM SUMMARY:	The Town of Wendell is in process of updating its Unified Development Ordinance (UDO) and is under contract with Kimley Horn to complete the project by December 31st, 2026. As part of the process of updating the UDO, a steering committee is included. The committee will meet a few times throughout the process to provide feedback and insight into the UDO updates. The committee will meet with the consultant team and town staff and will act as a liaison to the community. The committee should consist of representatives from community organizations, interest groups and institutions with local knowledge and expertise in topics related to the regulations. Those appointed to the steering committee should represent a variety of points of view and experiences in the community.