



**Town Board Regular Meeting**  
February 4, 2020 – 7:00 PM  
502 Southtown Circle, Rolesville, NC 27571

**AGENDA**

**A. CALL TO ORDER**

1. Roll Call
2. Invocation – Dr. Randy Bridges
3. Pledge of Allegiance
4. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration.
5. Board Liaison Reports
  - Town Board Member Medley – Planning Board
  - Town Board Member Sutton – Economic Development
  - Town Board Member Vilga – Parks & Recreation Advisory Board
  - Town Board Member Wilson – Public Safety
6. Chamber of Commerce Report
7. Public Invited to be Heard

*Individuals wishing to participate in Public Invited to be Heard (non-agenda items) are requested to sign upon the form provided on the podium in the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the town Board.*

*Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.*

**B. CONSENT CALENDAR**

1. Minutes of the January 7, 2020 Regular Town Board Meeting. – R. Peyton
2. Minutes of the January 21, 2020 Town Board Work Session – R. Peyton
3. Board of Adjustment Appointments – R. Peyton
4. East Wake Television Interlocal Government Agreement – K. Arnold
5. Town Board Authorization to Allow Alcohol on Town-Owned Property for Spring Concert Series and 4<sup>th</sup> of July Events – J. G. Ferguson
6. Garden Club Memorandum of Understanding (MOU) Update – J. G. Ferguson

7. Call for Public Hearing: Case A20-01 – Chandler’s Ridge Annexation – D. Johnson/R. Peyton

C. BOARD ACTION

1. Public Hearing Case: (Legislative) UDO TA19-08 – Text Amendment to the Unified Development Ordinance (UDO)

- Presentation by Staff – D. Johnson
- Board Discussion

2. Review of Census Process

- Presentation by Staff – M. McFarland
- Board Discussion

D. COMMUNICATIONS

1. Communication from Town Attorney

2. Communications from Town Staff

3. Communication from Town Manager

4. Communication from Town Board

E. ADJOURN TO CLOSED SESSION PURSUANT TO N.C.G.S. 143-318.11(a)(4) TO DISCUSS MATTERS OF ECONOMIC DEVELOPMENT AND N.C.G.S. 143-318.11(a)(3) TO CONSULT WITH AND PROVIDE INSTRUCTION TO THE TOWN ATTORNEY CONCERNING A POTENTIAL CLAIM

The Town of Rolesville will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (919) 556-3506 by noon on the Thursday prior to the meeting to make arrangements.



*Lea Steelman, 446 Shady Willow Lane, Rolesville, NC*

Ms. Steelman came recommending April Sneed be appointed to the open Commissioner seat citing the following reasons:

- Ms. Sneed looks out for her own and others as well.
- Ms. Sneed embodies the old adage “it takes a village”.
- Ms. Sneed is someone upon whom can be relied upon and trusted.
- Ms. Sneed is sharp, level headed, a forward thinker, has vision has stamina, is hard working and true; all things that will be an asset to the town.

*Melissa Elliott, 605 Vigo Court, Rolesville, NC*

Ms. Elliott came recommending April Sneed be appointed to the open Commissioner seat citing the following reasons:

- Ms. Sneed is professional, likable and approachable.
- Ms. Sneed’s experience in finance could be an asset to the town.
- Ms. Sneed’s experienced leading and being a member of the Chamber of Commerce has given her a large network and vast knowledge about the community.

*Larry Grzyb, 306 Bendemeer Lane, Rolesville, NC*

Mr. Grzyb came questioning the approval process gone through for the Carlton Pointe Subdivision Townhouses. Mr. Grzyb stated he recalls from the last meeting he attended at which the architect, developer and realtor Mr. Allen were present, all representing the applicant stated that, if the case was approved, no trees would be removed. Mr. Grzyb reported having pictures of his back yard depicting it as what he described “looking like a strip mine” and alleging that all the trees had been removed. Mr. Grzyb recalled that the residents were supposed to have a 35’ buffer on their side and a 15’ buffer on the developer’s side. He went on to state that both the Realtor, Mr. Allen and the developer, Mr. Skip Davis said in the meeting that no trees would be removed. After receiving unsatisfactory answers from the town, he came to the meeting along with some of his neighbors who were also in attendance.

Mayor Currin assured Mr. Grzyb that the board and Town staff would be following up on his complaint.

*Nicole Fieser, 403 Short Hills Lane, Rolesville, NC*

Ms. Fieser came to formerly add her complaints to those of Mr. Grzyb adding that she recalls the developer, in the March 19, 2019 Town Board meeting at which time the rezoning was approved, state that a natural ditch existed and the construction would not go beyond the natural ditch that delineates the property. Circa 9:30 a.m. on January 2<sup>nd</sup> the tree removal began.

Ms. Fieser also recalled that, in order to get a mortgage on her house, the then existing drainage methods had to be approved. Now that the trees have been removed, Ms. Fieser states the water is now backing up onto her back yard. Ms. Fieser reported having pictures of her flooded property. Mr. Fieser learned from the Town Planning Director that the statements made by the realtor and developer during the rezoning hearing were not put in to the special use permit order.

*Derek Bryant, 302 Bendemeer, Rolesville, NC*

Mr. Bryant questions the survey conducted by the developer as it appears his yard shrunk about five feet. Mr. Bryant stated that workers are being belligerent to neighbors and no trespassing signs are being nailed into his trees facing his house. Mr. Bryant cited the Board of Commissioners meeting minutes that captured the developer stating sufficient buffer would be maintained and no trees would be removed. Mr. Bryant requested that someone come out and take a look at what they are doing.

Mayor Currin and Commissioner Wilson assured those commenting that Mayor Currin, Town Manager Kelly Arnold and the developer would be meeting.

*Thomas John Korbel, 215 Bendemeer Lane, Rolesville, NC*

Mr. Korbel stated that, although his property does not back right up to the construction, he finds it sad that he can now see across the affected field to the highway and that it doesn't make sense to cut down the trees simply to plant more. Vegetation. Mr. Korbel stated he hopes the meeting planned takes place and that residents are informed as to what the developer plans to do to replace the trees taken down in the 15' buffer (preferably sizable, fast growing trees as replacements to help block the view).

*Jonathan Patrick, 403 Short Hills Lane, Rolesville, NC*

Mr. Patrick suggested the town enforce noise restrictions on this construction according to the guidelines for heavy construction outlined in the town's noise ordinance. Mr. Patrick stated that, had he been communicated with regarding the construction he would have had his house inspection prior to the beginning of construction due to the vibrations experienced in his house now. Mr. Patrick showed a picture of his backyard from his cell phone to each board member.

*Derek Bryant, 302 Bendemeer, Rolesville, NC*

Mr. Bryant added that everything that the constructions workers have done appears to be out of spite as retaliation for the neighbors comments during the public hearings.

Addressing the Town Attorney, Commissioner Wilson asked if the Town had the authority to halt the construction until the Town can get clarity on the situation.

Town Attorney Dave Neill referred the question to Town Manager Kelly Arnold who stated that the plans are very specific with respect to the developer maintaining the 35' buffer, installation of an opaque fence and construction of an additional buffer. As the latter has yet to be constructed, specific details as to what the developer intends to install will be sought in the forthcoming meeting. Overall it appears that construction has been performed in accordance with what was agreed to in the development agreement thus far.

*Nicole Fieser*

In order to offer a positive comment, Ms. Fieser stated that the Rolesville Police Department was wonderful when addressing the verbal assault she received from the construction workers.

## **INTRODUCTION OF NEW TOWN EMPLOYEES**

Parks & Recreation Director J.G. Ferguson introduced new town employees:

Kristen Stafford, Programs Coordinator Ms. Stafford has a degree in Hospitality and Tourism Management from Western Carolina University and comes to Rolesville from working at Camp Lake James in Evo, North Carolina.

Garrit Soney, Athletics Coordinator Mr. Soney is a recent graduate of NC State University with a degree in Parks & Recreation Tourism Management and his most recent employer is the City of Raleigh.

## **CONSENT AGENDA**

Moved by Commissioner Sutton to approve the consent agenda consisting of the following:

1. Approval of the minutes of the December 3 2019 Town Board Organizational Meeting.
2. Approval of the minutes of the December 14, 2019 Strategic Planning Meeting
3. Resolution of Adoption of MuniCode Town Code and Unified Development Ordinance Codification.
4. Call for Public Hearing on Case: UDO TA19-08: Unified Development Ordinance (UDO) Text Amendment, Amendment to Article 3 Development Review and Approval Procedures, Section 3.9.9, Protested Zoning Amendments and Article 7, Overlay District Standards, Section 7.3 Stream Protections Buffers.
5. Kalas Falls Special Use Permit Order approval.
6. Budget Amendment & Position Authorization.
  - a. Planning Department Staff.
  - b. UDO Update
  - c. Community School Park.
7. Appoint Finance Officer and Deputy Finance Officer(s)
8. Advisory Board Appointments
  - a. Planning Board
  - b. Parks & Recreation Advisory Board

The motion was seconded by Commissioner Wilson and carried by unanimous vote.

## **REGULAR AGENDA**

### **Discussion/Consideration of Process for Filling Vacant Commissioner Seat**

Moved by Commissioner Sutton to appoint April Sneed to the Commissioner seat, vacated by Mayor Ronnie Currin, for a duration lasting until the next election that would generally come. Commissioner Sutton stated in her motion that Mrs. Sneed was one of five candidates that competed in the November 2019 commissioner's race. During the campaign, Mrs. Sneed took initiative to meet with town stakeholders and share the knowledge gained during the Rolesville Chamber and Heritage East community Forums. In addition to being a resident of Rolesville for 14 years, Mrs. Sneed also has an established history of leadership in Rolesville as the Rolesville Chamber of Commerce Executive Director, who was instrumental in advancing the chamber to where it is today. Finally, Mrs. Sneed demonstrates professionalism, enthusiasm, and commitment to Rolesville, which will serve as an asset to our town board and to our town. Commissioners Sutton's motion was seconded by Commissioner Vilga and the motion carried by unanimous vote.

Mrs. Sneed will officially be sworn in at the beginning of the January 21, 2019 Town Board meeting.

**Presentation of NCLM Law Enforcement Risk Review to Rolesville PD**

Matthew Selves, Director of Public Safety Risk Management Consulting for the North Carolina League of Municipalities, was present to recognize the Rolesville Police Department for completing the North Carolina League of Municipalities *Law Enforcement Risk Management Review*. Mr. Selves thanked Chief Soto and all of the staff for their leadership and willingness to participate in this initiative stating they were very open, transparent, exhibited a high level of commitment to the community and best practices. Mr. Selves presented a plaque to Chief Soto.

**Public Hearing Case: (Legislative) A19-02 – Forestville Road Investors LLC Voluntary Annexation (Regency at Heritage)**

*Comments from Staff*

Planning Director Danny Johnson provided an overview of the property proposed for annexation.

*Open Public Hearing*

Mayor Currin opened the public hearing on A19-02 at 7:59 p.m.

Mr. Randy King, Pulte Group

Mr. King was present representing the developer stating he was available to answer any questions posed by the board.

*Close Public Hearing*

There being no one remaining to speak, Mayor Currin closed the public hearing on Case A19-02 at 8:00 p.m.

Moved by Commissioner Wilson to approve the voluntary annexation of A19-02, Forestville Road Investors, LLC, for 14.719 acres located at 3800 Foxwild Lane in to the Rolesville Town limits; seconded by Commissioner Sutton. Motion carried by unanimous vote.

**Public Hearing Case: (Legislative) MA19-03, A-Master Team LLC**

*Comments from Staff*

Planning Director Danny Johnson provided details to support the consideration of Case: MA19-03 A-Master Team LLC request for rezoning.

Discussion was held regarding adjacent property owners concerns regarding access as well as potential tree removal. All such concerns will be addressed during the future site plan approval process.

Commissioner Wilson asked to be recused from voting on the case as the owner of the property is his partner on other business ventures in Rolesville. While he has no financial interest in this proposed annexation or property, in the event the building project does appear on the property he could become a marketing agent for it. A situation for which he is uncomfortable voting. No members of the board objected to the recusal.

*Open Public Hearing*

Mayor Currin opened the public hearing on Case MA19-03 at 8:16 p.m.

Johnny Edwards, Civil Engineer, 333 Wade Avenue, Raleigh, NC

As the trees are tall thin pines and will not meet the opaque buffer required by the town, the plan is to clear the trees and replant a landscape buffer.

Kelly Arnold

Town Manager Kelly Arnold asked that current tree removal concerns regarding developments should prompt conversation on this issue during the Unified Development Ordinance rewrite that is pending. It was suggested that the town needs to have prepared the percentage of trees it wishes to have preserved in time for the site plan approval.

There being no one remaining to speak, Mayor Currin closed the public hearing on Case: MA19-03 at 8:21 p.m.

Moved by Commissioner Sutton to approve Resolution 2020-R-01, Town Board of Commissioners Statement of Consistency and approve Case MA:19-03 as presented; seconded by Commissioner Vilga. Motion carried by unanimous vote.

**Third Extension Agreement between Town of Rolesville and Lafayette Investors for Town-owned Property**

With the expiration of the town's agreement with Lafayette Investors, an agreement extension until April 30, 2020 is being sought. The agreement extension will bear two milestone requirements, namely: town's receipt of a detailed Letter of Intent from Lafayette Investors and a final elevations rendering. Lafayette Investors reported its purchase of additional land to be included in the proposed project with additional buildings being considered.

The home located at 113 W. Young Street was brought into question for its possible historical significance. Kenyon Burnham from Lafayette Village stated that the home had not been inspected for its historical value but that it would be addressed having now been brought to his attention. Mr. Burnham also reported that the project's website is still active and may be accessed via: [thefoxwoodgroup.com/Rolesville](http://thefoxwoodgroup.com/Rolesville).

[www.thefoxwoodgroup.com/rolesville](http://www.thefoxwoodgroup.com/rolesville)

Concerns were also expressed for getting the Rolesville Buzz/Privette Insurance building incorporated. Mr. Burnham reported that negotiations are still ongoing.

Moved by Commissioner Wilson to approve the third extension request based upon the recommendation of staff and information incorporated in the agenda packet; seconded by Commissioner Vilga. Motion carried by unanimous vote.

**COMMUNICATIONS**

*Town Staff*

Finance Director Amy Stevens reported on the following:

Upcoming Strategic Planning staff and citizen input meetings on January 14<sup>th</sup> at 9:00 a.m. and 7:00 p.m. An additional meeting during the day with the board is scheduled for January to review the compiled information for finalization of the strategic plan.

Community & Economic Development Director Mical McFarland reported on the following:

- Wake County has approached Rolesville and asked that assistance be given in getting the word out about the 2020 Census. Mr. McFarland distributed some marketing materials that had been received. Mr. McFarland plans to provide an update during a February Town Board meeting.

- The Rolesville Chamber of Commerce hosts business after hours and interest is in having the town participate in either April, May, or June in order to showcase what the town does for business and the community.

Parks & Recreation/Public Works Director J.G. Ferguson reported on the following:

The Winter/Spring 2020 Rolesville Rec Directory has been distributed.

*Town Manager*

Two positive recommendations for the town's Locally Administered Projects Program (LAPP) grants. The Capital Area Metropolitan Planning Organization (CAMPO) will take the lead on press releases regarding the grants and will begin the required 30-day public hearing process on January 17<sup>th</sup>. Final approval from the CAMPO board is expected the end of February 2020.

*Town Attorney*

Report that David York has gone to work for the City of Raleigh and Dave Neill will be filling in during the interim.

*Mayor*

Mayor Currin stated his desire to receive reports from the Commissioner-Liaisons to the Advisory Boards in the upcoming business meetings.

*Commissioners' Reports*

Commissioner Sheilah Sutton reported that she has been plowing through the Economic Development Strategic Plan, meeting with stakeholders and attending the Greater Raleigh Convention and Visitors Bureau's Economic Summit on the afternoon of January 9<sup>th</sup>.

Commissioner Paul Vilga reported on his meeting with Town Manager Kelly Arnold to discuss the Parks & Recreation and will be meeting with Parks & Recreation Director J. G. Ferguson. He will also be attending the upcoming Parks & Recreation Advisory Board meeting on January 22<sup>nd</sup>.

Commissioner Wilson reported on the Disabled American Veterans Woodrow Wilson Chapter event he attended made possible by a grant from the town through its Community Group Fund.

Mayor Pro Tem Medley recognized new Planning Board member Davion Cross and new Parks & Recreation Advisory Board member Derek Versteegen, both of whom were seated in the audience.

**ADJOURN TO CLOSED SESSION PURSUANT TO N.C.G.S. 143-318.11(a)(6)**

Moved by Commissioner Vilga to adjourn to closed session pursuant to N.C.G.S. 143-318.11(a)(6) to consider the qualifications of an employee or prospective employee; seconded by Mayor Pro Tem Medley. The board adjourned to closed session at 8:58 p.m.



## Board of Commissioners

### Work Session

**January 21, 2020**

**7:00 PM**

### MINUTES

Mayor Ronnie Currin called the January 21, 2020 Town Board Work Session to order and read the following statement:

*This meeting is designed as a work session for board members to receive, review and discuss information prepared by staff. Only staff and board members are allowed to speak during this meeting, without express special permission. Citizens are reminded that there is an opportunity during the public comment period of regular board meetings occurring during the first Tuesday of each month for questions and concerns and citizens are welcome to contact the Mayor or board at other times by phone or email.*

**Present:** Mayor Ronnie Currin  
Mayor Pro Tem Michelle Medley  
Commissioner Jacky Wilson  
Commissioner Sheilah Sutton  
Commissioner Paul Vilga

**Also Present:** Kelly Arnold, Town Manager  
Karen Kemerait, Town Attorney  
Amy Stevens, Finance Director  
Mical McFarland, Community and Economic Development Director  
Danny Johnson, Planning Director  
Robin Peyton, Town Clerk

1. Swearing in of newly appointed Commissioner April Sneed  
Surrounded by her family, April Sneed was sworn in by Wake County District Court Judge Ashleigh Parker Dunston.
2. Property Revaluation Update  
Marcus Kinrade, Wake County Tax Administrator provided an overview of the process of updating Wake County's real property values to reflect fair market value as of January 1, 2020 and the effects of transitioning from an 8-year to a 4-year reappraisal cycle in 2016 (the last time a reappraisal was performed.)

Mr. Kinrade provided the schedule for appeals to the Board of Equalization and Review (BOER) and/or Board of County Commissioners, as well as tax assistance options to qualifying residents.

3. Wake Forest/Rolesville Transit Study Presentation

Ray Boylston, Senior Associate and Project Manager for RLS & Associates provided an overview of the project steering committee members, RSL team members, planning partners, process and stakeholders involved in the Rolesville-Wake Forest Transit Study.

4. Community Transportation Plan Presentation

Kelley Klepper, Project Manager and Code Specialist for Kimley-Horn and Allison Fluitt, Community Transportation Plan Liaison for Kimley-Horn were present to provide an overview of what Kimley-Horn identified as Rolesville's Comprehensive Transportation Plan and its elements being used to update previous planning efforts, the plan for 2045, and for making recommendations for improvements of roadways, transit service, sidewalks, and bicycle facilities.

5. UDO Rewrite

Kelley Klepper of Kimley-Horn outlined the process Kimley-Horn, as the chosen consultant, will follow in updating the Town of Rolesville Unified Development Ordinance (UDO). Specifically Mr. Klepper spoke on plans to link the town's various plans and analyze the existing code, as well as the timeline required and fees for services.

6. Adjourn

There being no more business before the board, Mayor Currin declared the meeting adjourned. The meeting was adjourned at 8:54 p.m.



## Memorandum

**To:** Mayor and Commissioners  
**From:** Robin Peyton, Town Clerk  
**Date:** January 29, 2020  
**Re:** Agenda Item: B.3 – Board of Adjustment Appointments

### Board Composition

Seven members are needed to fill the seats of the Board of Adjustment for the Town of Rolesville. Five of those members are required to be residents within the town limits and the two remaining, from the town's extra-territorial jurisdiction (ETJ).

### Members at Meetings

Five members actively participate at meetings (four of the five members participating from corporate limits). Two members serve as "*alternates*". Alternates are rotated when necessary to allow all to serve.

Applications have been received from the following individuals. Acceptance of these applications would complete the requirements for filling the seats of the Board of Adjustment with the staggered terms assigned on the basis of dates of receipt of applications and residency:

George Drewett	–	2020 to 2023
Michael Bailey (ETJ)	–	2020 to 2023
Glenn Scarborough (ETJ)	–	2020 to 2022
Melissa Elliott	–	2020 to 2023
Ronald Shearon	–	2020 to 2022
Charles Fournoy	–	2020 to 2021
Natasha Miller	–	2020 to 2021

### Recommended Action

Appoint all applicants to the Board of Adjustment as recommended.

**STAFF REPORT**  
**PEG Media Partners**  
**Interlocal Agreement**  
**December 10, 2019**

**ISSUE**

The original Interlocal Agreement established East Wake Television more than 15 years ago between Knightdale, Wendell & Zebulon. Rolesville was then added.

Clayton and Garner contracted with East Wake Television to operate their cable TV channels.

A new Interlocal Agreement was adopted in 2012 which added the towns of Archer Lodge, Clayton and Garner and changed the organization name to PEG Media Partners.

The current Interlocal Agreement needs to be updated and extended and revisions have been discussed by the PEG Media Board of Directors for two years. A proposed Interlocal Agreement was agreed to at the June Board meeting. Each town was to review it between July and August with final adoption by December.

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

**PROPOSAL**

This Interlocal Agreement has a three year term. If a Member withdraws the agreement ends on its expiration date and the remaining members can continue by adopting a new agreement. If no town withdraws it automatically reviews for an additional three years.

**PROPOSED ACTION**

Adopt the Interlocal Agreement.

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by, between, and among the TOWN OF ARCHER LODGE, a North Carolina municipal corporation ("Archer Lodge"); the TOWN OF CLAYTON, a North Carolina municipal corporation ("Clayton"); the TOWN OF GARNER, a North Carolina municipal corporation ("Garner"); the TOWN OF KNIGHTDALE, a North Carolina municipal corporation ("Knightdale"); the TOWN OF ROLESVILLE, a North Carolina municipal corporation ("Rolesville"); the TOWN OF WENDELL, a North Carolina municipal corporation ("Wendell") and the TOWN OF ZEBULON, a North Carolina municipal corporation ("Zebulon"). Each of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon shall be referred to herein as a "Member" and collectively shall be known as the "Members."

### WITNESSETH

WHEREAS, North Carolina General Statutes § 66-350 *et. seq.*, commonly known as the State Cable Franchise law, requires cable service providers with a State-issued franchise to provide for and transmit public, educational, or governmental access channels ("PEG Channels"); and

WHEREAS, East Wake Television, a North Carolina non-profit corporation, and PEG Media Partnership, a North Carolina non-profit corporation (collectively, "PEG Media") are owned and operated by the Members for the purpose of providing community access television programming on four (4) certified PEG Channels; and

WHEREAS, the Members, through PEG Media, are committed to the delivery of the highest possible level of community access television programming to the citizens of the Members; and

WHEREAS, the Members desire to continue their existing relationship for the joint funding and operations of their PEG Channels; and,

WHEREAS, North Carolina General Statutes § 160A-460 *et. seq.*, commonly known as the Interlocal Cooperation Act, permits the Members to enter into an interlocal agreement to execute any power, function, public enterprise, right, privilege or immunity of local government on behalf of one another.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Members agree as follows:

### ARTICLE 1. Definitions

For all purposes of this Agreement, unless the context requires otherwise, the following capitalized and underlined terms shall have the following meanings:

"ACT" shall mean Session Law 2006-151 of the State of North Carolina titled "An Act to Promote Consumer Choice in Video Service Providers and to Establish Uniform Taxes for Video Programming Services" as signed into law by Governor Michael F. Easley on or about July 20, 2006 and as subsequently codified at North Carolina General Statutes § 66-350 *et. seq.*, as amended.

"EFFECTIVE DATE" shall mean the latest date of execution by any one of the Members as evidenced from the signature pages of this Agreement.

"EXPIRATION DATE" shall mean 11:59 p.m. Eastern Time on that date marking the end of the Term.

"PEG CHANNELS" shall mean any public, educational, or governmental access channel provided to any or all Members by Spectrum Cable, AT&T, Google, its successors in interest, or other Cable system ( as defined by the Act) providing Cable service (as defined by the Act) within the jurisdictions of the Members.

"PEG FUNDS" means the funds received from distributions made pursuant to N.C .G.S . 105-164.44I(a) and supplemental P E G channel support funds distributed pursuant to N.C .G.S. § 105-164.44I(b).

"PERMANENTLY INSTALLED EQUIPMENT" shall mean equipment and cabling fastened to real property where removal would damage the real property.

"STATE" shall mean the State of North Carolina along with any agency of the State of North Carolina charged with administering the provisions of the Act.

"TERM" shall mean collectively the Initial Term plus any Subsequent Term created pursuant to this Agreement.

## ARTICLE 2. Joint Operations Agreement

Agreement. The Members hereby agree and covenant that they shall jointly fund and operate PEG Media pursuant to the terms of this Agreement.

Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date. Unless otherwise terminated as provided for in Article 7, this Agreement shall automatically renew for an additional three (3) year term upon the same terms and conditions provided for herein (the "Subsequent Term").

2.1. Governance. The Board of Directors ("Board") of PEG Media shall consist of the six (6) Town Managers of Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon, or their designee, and the Town Administrator of Archer Lodge, or its designee (the "Directors"). The Board shall be responsible for establishing the By-laws and policies and procedures for PEG Media. The Board shall:

2.1.1. Insure compliance with the provisions of Article 3 of Chapter 159 of the North Carolina General Statutes, commonly known as The Local Government Budget and Fiscal Control Act, as it relates to Public Authorities; and

2.1.2. Conform programming to the requirements set forth by Article 3 of this Agreement; and

2.1.3. Adopt a budget and monitor the status of receipts from PEG Funds; and

2.1.4. Expend PEG Funds in accordance with restrictions imposed by North Carolina Law; and

2.1.5. Contract with other towns, organizations or companies, for the operation of the PEG Channels; and

2.1.6. Employ appropriate staff, including a Studio Director, who shall manage the daily operations of the PEG Channels, sign documents on behalf of PEG Media, purchase supplies and equipment provided for in the budget, set the programming schedules, hire staff, utilize professional consultants and serve as chief liaison between PEG Media, the Members, the appropriate State agencies charged with administering the provisions of the Act and the cable providers.

Paid employees of PEG Media, if any, shall be considered employees of PEG Media and shall not be considered employees of the individual Members and shall not be eligible for town benefits, including but not limited to, the Local Government Employees Retirement System.

Meetings of PEG Media.

2.2.1. Quarterly Meetings. The Directors shall meet at least quarterly to adopt a budget and to discuss and adopt rules or policies governing the management, operations, programming, maintenance, or funding of PEG Media.

2.2.2. Other Meetings. For any of the purposes expressed by this Agreement and in recognition of the mutual benefits accruing to the Members from the active coordination and cooperation of the Members, in supplement to the quarterly meetings, the Directors agree to meet from time to time (in person or online), as is reasonable and necessary, to coordinate, discuss, decide, adopt, or amend By-laws, rules or policies governing the management, operations, programming, or maintenance of PEG Media.

2.2.3. Voting. The Members hereby designate the Directors as the proper representatives at meetings described by this Section 2.4. The adoption or amendment of the By-laws or any budget, rule, or policy of PEG Media shall require a 4/7 vote of the-Directors. Online voting is authorized with a fixed time period of at least 48 hours to respond.

2.2.4. Ad Hoc Committees. The Board may appoint temporary Ad Hoc Committees, made up of at least three (3) Directors, to study issues and make recommendations to the full Board.

### ARTICLE 3. Programming

All programming provided on PEG Channels shall be non-commercial in nature as required by the FCC and N.C .G.S. § 66-357(f).

Video programming shall be provided on the PEG Channels to meet requirements of North Carolina State statutes.

It is anticipated by the Members that the Members may wish to acquire additional PEG Channels during the Term or broadcast additional Cable services. The Members intend that any future-acquired PEG Channels be governed pursuant to this Agreement.

#### ARTICLE 4. PEG Media Funding

4.1. Source of Funds. For the purpose of ensuring that adequate financial resources are available to accomplish the goals of the Members, hereto, each of the Members hereby commits individually and severally to making all best efforts reasonably necessary to financially support-PEG Media. Without limiting the foregoing, the Members explicitly commit as follows:

4.1.1. Certified PEG Channels. Each of the Members individually shall certify to the State on or before the due date established by the North Carolina Department Revenue each year of the Term the number of qualifying PEG Channels operated by the Member, currently two each.

4.1.2. Grants. At the request of the Studio Director, the Members shall apply, either individually or collectively, as determined by the Studio Director, for any grant monies available to PEG Channels-

4.1.3. PEG Channel Supplemental Support. Funds distributed quarterly to the Members from the North Carolina Department of Revenue for Supplemental PEG Channel Support pursuant to N.C .G.S. §§ 105-164.44I and 105-164.44J shall be transferred immediately to and expended only for the operation and support of the PEG Channels.

4.2. Loss of Funding. If N.C.G.S. § 105-164.44I is repealed or changed such that PEG Media loses all or a significant portion of its State funding (fifty-one percent or more), each Member shall have the right to immediately withdraw from this Agreement. Members withdrawing based on loss of funding shall have the right to keep assets assigned to them for their use (audio and video recording equipment installed in Board room) and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

#### ARTICLE 5. Title to Property

Title to any Permanently Installed equipment or fixtures acquired during the Term shall be with the fee owner Member of the real property to which the installed equipment or fixtures are affixed.

Title to any real property constructed on previously owned property shall remain with the Member holding title to such property.

#### ARTICLE 6. Assets

6.1 Sale of Assets. The Studio Director may sell surplus assets of PEG Media as necessary in the reasonable discretion of the Studio Director. Funds received from the sale of surplus-assets shall be used for the operation of PEG Media.

6.2 Termination Right. Should any Member exercise its Termination Right (as defined in Article 7 herein), and the remaining Members agree to continue the operation of PEG Media through a new agreement, all real property, personal property, equipment, and inventories shall remain with PEG Media; the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

6.3 Planning For Dissolution. The distribution of PEG Media's assets before dissolution shall be made in accordance with the Policy for the Distribution of the Corporation's Assets Before Dissolution, as approved by the Board and as amended from time to time (the "Planning For Dissolution Policy"), which is attached hereto as Exhibit A and incorporated herein by this reference. Notwithstanding anything herein to the contrary, in the event a Member withdraws from this Agreement pursuant to Section 7.2 herein, such Member shall be deemed to be a member of PEG Media on the last day of operation, solely for the purpose of distributing assets in accordance with the Policy on the Distribution of the Corporation's Assets Before Dissolution.

6.4 Dissolution. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## ARTICLE 7. Termination or Withdrawal

7.1 Termination. This Agreement shall not otherwise be terminated prior to the end of its Term except as follows:

7.1.1 Unanimous Vote. This Agreement may be terminated at any time upon the unanimous vote of all the Directors at a duly called meeting. In which event, PEG Media shall be dissolved and the assets shall be distributed in accordance with the policy for the Distribution of the Corporation's Assets Upon Dissolution, as approved by the Board.

7.1.2 90 Days' Notice. This Agreement may be terminated by any Member through written notice to the other Members made no less than ninety (90) days prior to the proposed termination date (the "Termination Right"). Should any Member exercise its Termination Right this Agreement shall terminate upon the Expiration Date. If the remaining Members agree to continue the operation of PEG Media through a new agreement, then the terminating Member shall lose their right to any furniture, equipment or other assets, including proceeds in the event of a future dissolution.

## 7.2. Withdrawal.

Loss of Funding. In accordance with Section 4.2, each Member shall have the right to immediately withdraw from this Agreement if PEG Media loses all or substantially all its State funding. Members withdrawing from this Agreement based on loss of funding shall have the right to keep assets assigned to them for their use (audio and video recording equipment installed in Board room) and shall retain their interest in the equipment, furnishings and other assets of PEG Media.

Super Majority Vote. This Agreement may be modified by allowing a Member to voluntarily withdraw from this Agreement on an affirmative vote of at least five (5) Directors. In the event a Member withdraws in accordance with this Section, such Member shall have the right to keep assets assigned to them for their use. The Board may allow the Member to retain their interest in the equipment, furnishings and other assets of PEG Media.

## ARTICLE 8. Miscellaneous Provisions

Notices. Any notice, demand, consent, agreement, request or other communication required to be given, served, sent or obtained hereunder (a "Notice") must be in writing, and must be either (i) mailed by first-class mail, registered or certified, return-receipt requested, postage prepaid, (ii) hand delivered personally or by nationally recognized courier service, fees prepaid or (iii) transmitted by telecopy, addressed as follows:

If to Archer Lodge:

Town of Archer Lodge c/o Town Administrator  
Archer Lodge Town Hall  
Archer Lodge Town Hall  
14094 Buffalo Road  
Archer Lodge, NC 27527

If to Clayton:

Town of Clayton c/o Town Manager  
Clayton Town Hall  
P.O. Box 879  
Clayton, NC 27528

If to Garner:

Town of Garner c/o Town Manager  
Garner Town Hall  
900 Seventh Ave,  
Garner, NC 27529

If to Knightdale:

Town of Knightdale c/o Town Manager  
950 Steeple Square Court  
Knightdale, NC 27545

If to Rolesville:

Town of Rolesville c/o Town Manager  
Rolesville Town Hall  
PO Box 250  
Rolesville, NC 27571

If to Wendell:

Town of Wendell c/o Town Manager  
15 E Fourth St  
Wendell, NC 27591

If to Zebulon:

Town of Zebulon c/o Town Manager  
Zebulon Town Hall  
1003 N. Arendell Avenue  
Zebulon, NC 27597

Each party may designate by notice a new address to which any notice thereafter may be given, served, or sent. Each notice that is delivered in the manner described above will be deemed given and received for all purposes at the earlier of such time as it is delivered to the addressee (with the return-receipt, courier delivery receipt or telecopy answer-back confirmation being deemed conclusive evidence of such delivery) or such time as delivery is refused by the addressee upon presentation.

Amendments. No modification or amendment of this Agreement, including the Dissolution Policy attached hereto as Exhibit A, will be valid or binding upon any Member(s) unless in writing and signed by the Member(s) against whom such modification or amendment is asserted.

Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to an interlocal agreement for the joint funding and operations of PEG Media. All previous undertakings or agreements between the Members with respect to these matters are merged herein and superseded hereby. No representation, promise, or inducement not included herein shall be binding on any Member hereto.

**Transferability.** No additional Members shall be allowed to participate during the Term. This Agreement shall not be transferred or assigned, either voluntarily or involuntarily. Any purported transfer or assignment of a Member's rights under this Agreement shall be null and void, and shall not transfer any rights, interest or title to the purported transferee.

**Interpretation.** If there arises any issue regarding the intent of the Members to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any Member, and this Agreement shall not be strictly construed against any Member. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of any form of the verb "to include" means the word stated but not limited to. The paragraph headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend or interpret the scope of this Agreement or any particular section, paragraph or provision of this agreement. Any reference in this Agreement to any statute, code, rule or law (collectively or individually, a "Law") shall include any amendments to the Law referred to, any comparable successor Law that replaces the Law referred to, as well as any amendments to any such successor Law.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction.

**Faxed Signatures.** Any party to this Agreement transmitting its signature on this Agreement by telecopy shall be deemed to have accepted and adopted such telescoped signature as that party's original signature, and to have accepted that the same is sufficient to bind that party to this Agreement as if that party's original handwritten signature were attached hereto, it being the intention of the Members that a telescoped signature on this Agreement is binding from the time a copy of this Agreement with a party's signature is telescoped to another party hereto, and that any person may rely on the authority thereof for implementing the provisions of this Agreement.

**Severability.** The Members intend that this Agreement be enforced to the fullest extent permissible under the Law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if any provision, sentence, phrase or word of this Agreement, or the application thereof to any person or circumstance, or the enforceability thereof in any jurisdiction, is held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, or the enforceability thereof in other jurisdictions, shall not be affected thereby.

**Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of such signature pages shall be read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

Other Documents. The Members agree to execute such other documents as may be necessary for the implementation and consummation of this Agreement and the covenants contained herein.

Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strike, lockouts, labor troubles, power failure, riots, insurrection, war, fire, earthquake, flood, explosion, governmental sanctioned embargo, acts of God, inclement weather or other reason beyond such party's control of like or unlike nature or cause, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Third-party Beneficiaries. Except as may be otherwise expressly provided herein, this Agreement shall not confer any rights or remedies upon any person or entity other than the Members hereto, and their respective successors and permitted assigns.

Injunctive Relief. The Members acknowledge that any breach or violation of this Agreement will cause irreparable harm to the non-breaching Members for which there is no adequate remedy at Law. Accordingly, in addition to any other remedies available at law or equity, any Party hereto that is aggrieved by a breach or threatened breach of any of the provisions of this Agreement shall be entitled to seek from any court of competent jurisdiction an order for specific performance and/or for temporary and/or permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages or posting bond or other security.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Members have caused this Agreement to be ratified by resolution of their governing boards or councils as evidenced by the minutes of their governing boards or councils, and executed by their duly authorized officers as of the date noted below each signature.

**THE TOWN OF ARCHER LODGE,**  
a North Carolina municipal corporation

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

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

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

**THE TOWN OF CLAYTON,**  
a North Carolina municipal corporation

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

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

**THE TOWN OF GARNER,**  
a North Carolina municipal corporation

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

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

**THE TOWN OF KNIGHTDALE,**  
a North Carolina municipal corporation

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

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

**THE TOWN OF ROLESVILLE,**  
a North Carolina municipal corporation

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

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

**THE TOWN OF WENDELL,**  
a North Carolina municipal corporation

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

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

**THE TOWN OF ZEBULON,**  
a North Carolina municipal corporation

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

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

## **Policy on the Distribution of the Corporation's Assets Before Dissolution**

The Board, on a positive vote of five (5) Members at a regularly called meeting, shall set a future date for dissolution.

Employees of PEG Media shall immediately be notified of the dissolution date and the last date of their employment.

All personal property, equipment and inventories located in the various town halls and used by the Members to record board meetings or to generate content shall remain there and become property of that Member.

The exclusive use of the Studio building shall revert to the Town of Knightdale the day after dissolution.

Certain equipment located in the Studio and used to broadcast a cable TV signal or generate content may be given to one or more of the Members for their use with approval of the Board. An estimate of the value shall be made for such equipment and the value deducted from the proceed split if any.

All other personal property, equipment and inventories of PEG Media shall be sold online, at auction or any method approved by the Board and consistent with state law. After all payroll, leave, taxes, bills, accounts payable and obligations are paid in full the proceeds shall be split equally among the Members, as it exist on the last day of operation, of PEG Media. These proceeds may only be used by the Members as allowed by state law.

The current Members are currently the towns of Archer Lodge, Clayton, Garner, Knightdale, Rolesville, Wendell and Zebulon.

All other assets shall be distributed according to IRS provisions (Section 6.4).



## Memorandum

**To:** Mayor & Town Board  
**From:** JG Ferguson, Parks & Recreation Director  
**Date:** January 6, 2020  
**Re:** Agenda Item #B.5.

### Background

In 2019, Town Staff partnered with Koi Pond Brewery to provide a beer garden for the Fourth of July Celebration. This year Town Staff is requesting Town Board to allow alcoholic beverages at the Spring Concert Series (three events) at Mill Bridge Nature Park (425 Nature Park Dr.) and the Fourth of July Celebration at Rolesville Community School Park (121 Redford Place Dr.).

### Board Options

- 1) Waive Town Code 113.5 *Alcoholic Beverages* provision for the events.
- 2) Do not allow the beer garden at the 2020 Spring Concerts and Fourth of July Celebration.

### Relationship to Current Budget/Goals

NONE

### Recommended Action

Move to temporarily waive Town Code 113.5 Alcoholic Beverages provision for the Spring Concert Series and Fourth of July Celebration.

Attachments: NONE



## Memorandum

**To:** Mayor & Town Board  
**From:** JG Ferguson, Parks & Recreation Director  
**Date:** 1/27/2020  
**Re:** Agenda Item #B.6.

The Rolesville Gardeners are requesting to amend the existing MOU for FY19-20

### Background

The Rolesville Gardeners Club have informed staff they would like to amend the original MOU approved by the Town Board. The Gardeners no longer need to use Town Hall for their monthly meetings. In addition to this amendment, they will not be assisting with Summer Camp or Fall FunFest in 2020.

### Board Options

### Relationship to Current Budget/Goals

None.

### Recommended Action

Approve the amended MOU between the Town and Rolesville Garden Club.

Attachments:None.

**Memorandum of Understanding (MOU)**  
**Between the Town of Rolesville and**  
**The Community Gardeners of Rolesville Garden Club**

This memorandum of understanding, made between the Town of Rolesville (hereinafter referred to as “the Town”) and the Community Gardeners of Rolesville Garden Club (hereinafter referred to as “Garden Club”), hereinafter referred to as the “agreement”.

**WHEREAS**, the Town and the Garden Club both value and support the Rolesville community; and

**WHEREAS**, the Town realizes the importance of the Garden Club in supporting, educating, and beautifying the Rolesville community.

**NOW, THEREFORE**, in consideration of the mutual obligations and promises set forth below, the parties hereto agree as follows:

The Garden Club agrees to:

1. Facilitate the annual Memorial Day event held in the Town of Rolesville.
2. Facilitate the annual Veterans Day event held in the Town of Rolesville.
3. Maintain a flowerbed at Main Street Park.

This agreement is effective from the date of execution until June 30, 2020. Either party may request that the responsibilities be amended at any point in time. This agreement may be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this 4th day of February, 2020 by the Town of Rolesville Board of Commissioners

\_\_\_\_\_  
Town of Rolesville  
Mayor

\_\_\_\_\_  
Community Gardeners of Rolesville Garden Club  
President

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date



# Memo

**To:** Mayor and Town Board of Commissioners

**From:** Danny Johnson, AICP, Planning Director

**Date:** January 29, 2020

**Re:** Consent item B.7. A 20-01 Voluntary Annexation Petition for Chandlers Ridge Subdivision, 410 West Young Street and Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.

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## Summary Information

The Town has received a voluntary annexation petition for 113.11 acres located at 410 West Young Street into the Town of Rolesville Town Limits. This location is the proposed Chandlers Ridge Subdivision. As provided in G.S. 160A-31, the petition should be investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31. The attached resolution directs the Town Clerk to investigate and report back to the Town Board of Commissioners the results of her investigation.

## Planning Staff Recommendation

Staff recommends approval of the resolution directing the clerk to investigate a petition received under G.S. 160A-31.

## Relationship to Current Budget/Goals

None

## Suggested Motion:

Motion to approve a resolution directing the clerk to investigate a petition received under G.S. 160A-31.

## Attachments:

A 20-01 Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.  
A 20-01 410 West Young Street Annexation Location Map  
A 20-01 410 West Young Street Annexation Petition and Annexation Boundary Map



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

The items below are required in order to complete your application and shall be submitted when the application is filed.

1. A complete copy of the last deed of record for proof of ownership
2. An annexation boundary plat/map for recordation at the Wake County Register of Deeds Office (mylar plat) prepared by a professional land surveyor showing the boundaries of the area or property for annexation into the Town of Rolesville.
3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

### SECTION 1 -

Is the area contiguous with the existing corporate limits?  Yes or  No

Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1)

### SECTION 2 - VESTED

NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether

vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

### SECTION 3 - PROPERTY

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acrcage To Be Annexed	Wake County Assessed Value
1769362748	0014930	DB 994	PG 451	109.272+/-	\$3,194,273
		DB	PG		\$
		DB	PG		\$

### SECTION 4 - SIGNATURES AND

We, the undersigned owners of the real properties contained in the metes and bounds description and plat/map attached hereto, respectfully request that the area described above be annexed and made part of the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.

- If property owned by **INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (1 of 3)

Melissa C. Nondorf  
 Signature of Melissa Corbin Nondorf

12-26-2019  
 Date Signed

Indiana  
 North Carolina, Huntington County

I, Lloyd John Chesterman Jr., a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 26 day of 12 2019.

Notary Seal

**LLOYD JOHN CHESTERMAN JR**  
 NOTARY PUBLIC - SEAL  
 STATE OF INDIANA  
 COMMISSION NUMBER 668539  
 MY COMMISSION EXPIRES MAY 31, 2023

Lloyd John Chesterman Jr.  
 Notary Public  
 My commission expires: 05/31/2023



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(Page 1 of 3)

The items below are required in order to complete your application and shall be submitted when the application is filed.

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3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

## SECTION 1 -

Is the area contiguous with the existing corporate limits?  Yes or  No

Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1)

## SECTION 2 - VESTED

NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether

vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

## SECTION 3 - PROPERTY

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- If property owned by INDIVIDUALS (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (1 of 3)

Melissa C. Nondorf  
Signature of Melissa Corbin Nondorf

12-26-2019  
Date Signed

Indiana  
North Carolina, Huntington County

I, Lloyd John Chesterman Jr., a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 26 day of 12, 2019.

Notary Seal

LLOYD JOHN CHESTERMAN JR  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER 668539  
MY COMMISSION EXPIRES MAY 31, 2023

Lloyd John Chesterman Jr.  
Notary Public

My commission expires May 31/2023



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(PAGE 2 OF 3)

The items below are required in order to complete your application and shall be submitted when the application is filed.

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3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

### SECTION 1 -

Is the area contiguous with the existing corporate limits?  Yes or  No

Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1)

### SECTION 2 - VESTED RIGHTS

NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

### SECTION 3 - PROPERTY DETAILS

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### SECTION 4 - SIGNATURES AND VERIFICATION

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- If property owned by INDIVIDUALS (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (2 of 3)

Linda Tripp Corbin  
Signature of Linda Tripp-Corbin

12/26/19  
Date Signed

Wake County

I, Mary Beth Hicks, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this December 26, 2019

Mary Beth Hicks  
Notary Public  
My commission expires: 10/24/2023





# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(PAGE 2 OF 3)

The notes below are required in order to complete your application and shall be submitted when the application is filed.

4. A complete copy of the last deed of record for proof of ownership
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6. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

## SECTION 1 -

Is the area contiguous with the existing corporate limits?  Yes or  No

Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-133(f).

## SECTION 2 - VESTED RIGHTS

NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

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## SECTION 4 - SIGNATURES AND VERIFICATION

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- If property owned by INDIVIDUALS (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (2 of 3)

Linda Tripp Corbin  
Signature of Linda Tripp-Corbin

12/26/19  
Date Signed

Wake County

I, Mary Beth Hicks, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this December 26, 2019

Mary Beth Hicks  
Notary Public  
My commission expires: 10/24/2023





# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

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*Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1)*

### SECTION 2 - VESTED

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- **If property owned by INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (3 of 3)

Katherine S. Foresta  
 Signature of Katherine S. Foresta

12/27/19  
 Date Signed

North Carolina, Wake County

I, Gregory O. Jolley, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 27<sup>th</sup> day of Dec, 2019.



Gregory O. Jolley  
 Notary Public  
 My commission expires: 4-5-2021



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

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### SECTION 2 - VESTED

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		DB	PG		\$

### SECTION 4 - SIGNATURES AND

We, the undersigned owners of the real properties contained in the metes and bounds description and plat/map attached hereto, respectfully request that the area described above be annexed and made part of the Town of Rolesville, North Carolina. By signing below, we acknowledge that all information is correct.

- If property owned by **INDIVIDUALS** (NOTE: All legal owners must sign including both husband and wife)

### Owners Signature (3 of 3)

Katherine S. Foresta  
 Signature of Katherine S. Foresta

12/27/19  
 Date Signed

North Carolina, Wake County

I, Gregory D. Jolley, Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 27<sup>th</sup> day of Dec, 2019.



Gregory D. Jolley  
 Notary Public  
 My commission expires: 4-5-2021



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(PAGE 1 OF 3)

The items below are required in order to complete your application and shall be submitted when the application is filed.

1. A complete copy of the last deed of record for proof of ownership
2. An annexation boundary plat/map for recordation at the Wake County Register of Deeds Office (mylar plat) prepared by a professional land surveyor showing the boundaries of the area or property for annexation into the Town of Rolesville.
3. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

## SECTION 1 -

Is the area contiguous with the existing corporate limits?  Yes or  No

Note: If the land is contiguous, this annexation will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1)

## SECTION 2 - VESTED

NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

## SECTION 3 - PROPERTY

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1769286191	0023547	DB 16962	PG 1633	3.838+/-	\$
		DB	PG		\$
		DB	PG		\$

## SECTION 4 - SIGNATURES AND

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### Owners Signature (1 of 3)

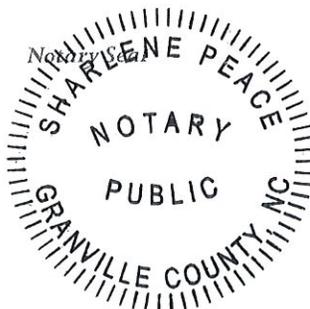
  
Signature of WFINV LLC

1-09-2020  
Date Signed

North Carolina, Wake County

I, Sharlene Peace, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 9<sup>th</sup> day of Jan 2020.

  
Notary Public  
My commission expires: 10/23/2021





# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(PAGE 2 OF 3)

The items below are required in order to complete your application and shall be submitted when the application is filed.

4. A complete copy of the last deed of record for proof of ownership
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6. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

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### Owners Signature (2 of 3)



Signature of WFINV LLC

1-09-2020

Date Signed

North Carolina, Wake County

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Notary Public  
My commission expires: 10/23/2021



# TOWN OF ROLESVILLE PETITION FOR ANNEXATION

(PAGE 3 OF 3)

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9. A complete copy of the written metes and bounds description based on the annexation boundary plat/map.

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NC General Statutes require petitioners of both contiguous and non-contiguous annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S. 160A-385.1 or 153A-344.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?  Yes or  No

### SECTION 3 - PROPERTY

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		DB	PG		\$

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### Owners Signature (3 of 3)

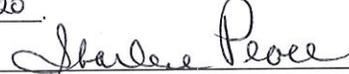
  
 Signature of WFINV LLC

1-09-2020  
 Date Signed

North Carolina, Wake County

I, Sharlene Peace, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 9<sup>th</sup> day of Jan, 2020.



  
 Notary Public  
 My commission expires: 10/23/2021



**BCSC**  
BATEMAN CIVIL SURVEY COMPANY

Bateman Civil Survey Company, PC  
2524 Reliance Avenue  
Apex, NC 27539

Phone: (919) 577-1080  
Fax: (919) 577-1081  
info@batemancivilsurvey.com

**Town Of Rolesville Annexation # \_\_\_\_\_**  
**Contiguous Annexation Plat for Chandlers Ridge – REID 0023547**

BEGINNING at an existing Iron Rebar found, said Rebar having NC NAD83-2011 State Plane  
Coordinates

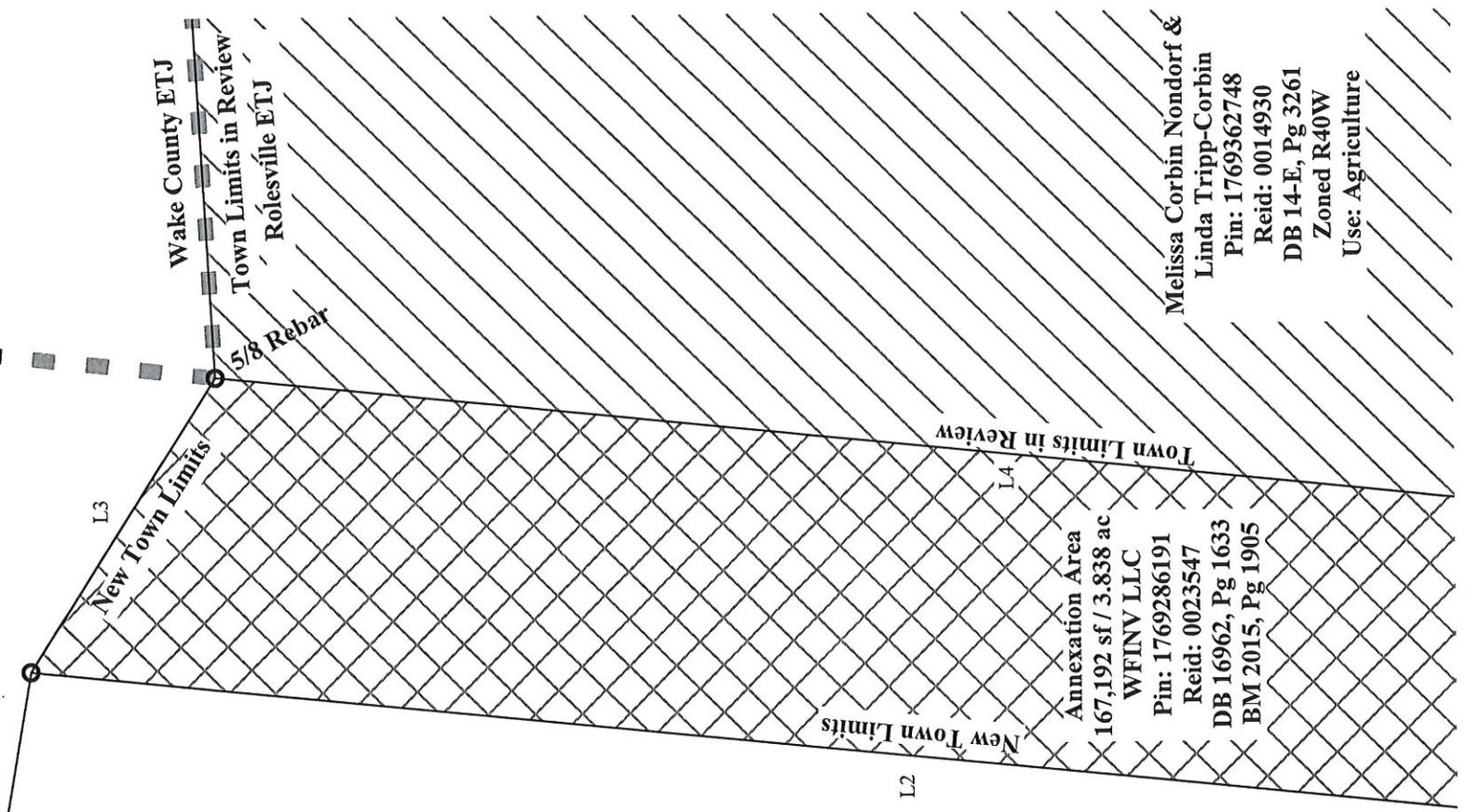
N:796,495.04' and E:2,162,581.09' as shown on plat entitled "Contiguous  
Annexation Plat for Chandlers Ridge – REID 0023547", made by Bateman Civil Survey  
Company, dated 01/03/2020; thence N80°12'39"W, 174.94' to an existing Iron Rebar; thence  
N06°03'21"E, 995.48' to an existing Iron Rebar; thence S57°33'12"E, 194.83' to an existing  
Iron Rebar ; thence S06°03'12"W, 920.27' to an existing Iron Rebar; Said existing iron pipe  
being the Point of Beginning. Said Annexation containing 167,192 sf / 3.838 ac more or less.

LINE TABLE		
LINE	BEARING	DIST
L1	N80°12'39"W	174.94'
L2	N06°03'21"E	995.48'
L3	S57°33'12"E	194.83'
L4	S06°03'12"W	920.27'

Freeman Trustee  
 Pin: 1769178183  
 Reid: 0433787  
 DB 16215, Pg 2447  
 Zoned R40W  
 Use: Agriculture

Annexation Area  
 167,192 sf / 3.838 ac  
 WFINV LLC  
 Pin: 1769286191  
 Reid: 0023547  
 DB 16962, Pg 1633  
 BM 2015, Pg 1905

Melissa Corbin Nondorf &  
 Linda Tripp-Corbin  
 Pin: 1769362748  
 Reid: 0014930  
 DB 14-E, Pg 3261  
 Zoned R40W  
 Use: Agriculture



SPC  
 ates

AZ=131°26'58"  
 2080.2

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION  
RECEIVED UNDER G.S. 160A-31**

**Case: A20-01**

**Voluntary Annexation Petition for 113.11 Acres, Chandlers Ridge Subdivision,  
410 W Young Street**

**WHEREAS**, a petition requesting annexation of an area described in said petition and more particularly described as follows was received on January 29, 2020 by the Town of Rolesville Board of Commissioners:

*BEGINNING at a point in the Easterly Right of Way of Averette Road (NCSR 1945, 60' Public R/W), said point having NC NAD83-2011 State Plane Coordinates N =796,564.88' and E=2,160,884.11', thence S81°12'56"E, 178.72' to an existing iron pipe; thence S81°12'49"E, 210.95' to an existing iron pipe; thence N05°40'54"E, 209.79' to a nail set; thence S81°14'07"E, 210.00' to an existing iron pipe; thence S80°12'08"E, 924.66' to an existing rebar; thence N06°03'21"E, 995.48' to an existing rebar; thence S57°33'12"E, 194.83' to an existing rebar; thence N86°48'10"E, 403.59' to a point; thence S17°13'58"E, 19.96' to a point; thence S32°06'21"E, 32.30' to a point; thence S37°31'45"E, 22.14' to a point; thence S32°29'41"E, 26.63' to a point; thence S30°46'46"E, 34.79' to a point; thence S28°59'59"E, 63.69' to a point; thence S35°55'23"E, 80.87' to a point; thence S34°43'26"E, 25.66' to a point; thence S55°48'47"E, 56.26' to a point; thence S54°48'44"E, 13.70' to a point; thence S68°25'45"E, 25.94' to a point; thence S45°46'31"E, 35.20' to a point; thence S49°23'18"E, 48.14' to a point; thence S56°52'55"E, 37.84' to a point; thence S62°28'22"E, 33.55' to a point; thence S83°34'52"E, 44.71' to a point; thence S83°34'52"E, 10.53' to a point; thence N87°44'56"E, 59.71' to a point; thence N79°15'12"E, 77.78' to a point; thence N68°19'05"E, 49.75' to a point; thence N62°37'00"E, 65.24' to a point; thence N53°35'54"E, 51.53' to a point; thence N55°47'58"E, 209.70' to a point; thence N19°11'36"W, 35.18' to a point; thence N00°07'49"W, 21.85' to a point; thence N16°23'00"E, 22.48' to a point; thence N36°52'59"E, 23.91' to a point; thence N38°27'47"E, 40.48' to a point; thence N39°06'20"E, 51.90' to a point; thence N21°12'39"E, 102.93' to a point; thence N22°17'44"E, 49.63' to a point; thence N26°34'03"E, 118.74' to a point; thence N28°05'48"E, 69.81' to a point; thence N41°16'02"E, 158.81' to a point; thence N50°01'06"E, 86.61' to a point; thence N76°51'11"E, 54.49' to a point; thence N62°10'33"E, 59.07' to a point; thence S79°48'24"E, 37.14' to a point; thence S75°31'00"E, 16.44' to a point; thence S55°27'54"E, 59.08' to an existing iron pipe; thence N07°49'06"E, 18.21' to a point; thence S63°46'11"E, 9.20' to a point; thence S55°12'58"E, 28.87' to a point; thence S50°37'23"E, 22.37' to a point; thence S52°27'44"E, 37.28' to a point; thence S49°43'25"E, 27.98' to a point; thence S59°44'31"E, 20.08' to a point; thence S66°22'06"E, 45.05' to a point; thence S73°54'38"E, 25.95' to a point; thence S69°23'17"E, 37.21' to a point; thence S08°00'50"W, 36.30' to a point; thence S15°29'00"E, 19.64' to a point; thence S32°58'18"E, 18.66' to a point; thence S41°11'07"E, 20.23' to a point; thence S60°50'56"E, 15.28' to a point; thence S55°41'03"E, 8.55' to a point; thence S45°38'02"E, 16.00' to a point; thence S64°11'54"E, 28.97' to a point; thence S42°58'18"E, 27.20' to a point; thence S37°58'33"E, 38.10' to a point; thence S29°31'12"E, 70.73' to a point; thence S79°03'57"E, 94.82' to a point; thence S85°25'49"E, 56.38' to a point; thence N86°49'23"E, 40.53' to a point; thence S85°55'05"E, 63.11' to a point; thence S77°58'48"E, 70.10' to a point; thence S59°26'37"E, 28.72' to a point; thence S63°47'52"E, 128.47' to a point; thence S53°29'46"E, 96.64' to a point; thence S56°20'02"E, 62.22' to a point; thence S47°30'56"E, 46.82' to a point; thence S43°17'25"E, 67.13' to a point; thence S42°44'07"E, 95.27' to a point; thence S82°58'37"W, 836.19' to an existing iron pipe; thence S36°29'19"E, 126.12' to a point; thence S35°23'49"E, 106.85' to a point; thence S07°59'11"E, 18.28' to a point; thence S59°12'50"E, 9.62' to a point; thence S21°13'06"E, 44.58' to a point; thence S47°34'32"E, 13.67' to a point; thence S20°28'22"E, 39.79' to a point; thence S24°41'28"E, 64.65' to a point; thence S15°44'48"W, 20.71' to a point; thence S38°52'21"E, 57.30' to a point; thence S11°42'28"E, 28.87' to a point; thence S45°40'36"E, 35.21' to a point; thence S31°30'25"E, 62.67' to a point; thence S05°44'30"E, 71.50' to a point; thence S21°01'37"E, 52.07' to a point; thence S14°11'37"E, 33.36' to a point; thence S16°41'36"W, 59.55' to a point; thence S49°18'04"W, 33.85' to a point; thence S11°19'37"W, 32.19' to an existing iron pipe; thence N89°30'20"W, 591.45' to an existing rebar;*

*thence N89°32'04"W, 372.83' to an existing angle iron; thence N89°46'10"W, 553.26' to an existing angle iron; thence N81°04'56"W, 362.24' to an existing iron flat; thence S13°52'13"W, 645.35' to an existing iron pipe; thence S88°35'01"W, 683.80' to an existing pk nail in stone; thence S89°57'24"W, 1,609.04' to an existing iron pipe; thence N05°38'12"E, 844.94' to an existing iron pipe; Said existing iron pipe being the Point of Beginning. Said Annexation containing 4,927,097 sf / 113.110 ac more or less shown on an annexation boundary map, titled Contiguous Annexation Plat, Chandlers Ridge, prepared by Bateman Civil Survey Company, recorded in Book of Maps \_\_\_\_\_, Page \_\_\_\_\_.*

**WHEREAS**, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and,

**WHEREAS**, the Board of Commissioners of the Town of Rolesville deems it advisable to proceed in response to this request for annexation;

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

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners of the Town of Rolesville the result of her investigation.

---

Ronnie I. Currin  
Mayor, Town of Rolesville

Attest:

---

Robin E. Peyton  
Town Clerk



A 20-01  
Chandlers Ridge Subdivision

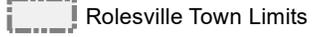
**Legend**



A 20-01



Parcels

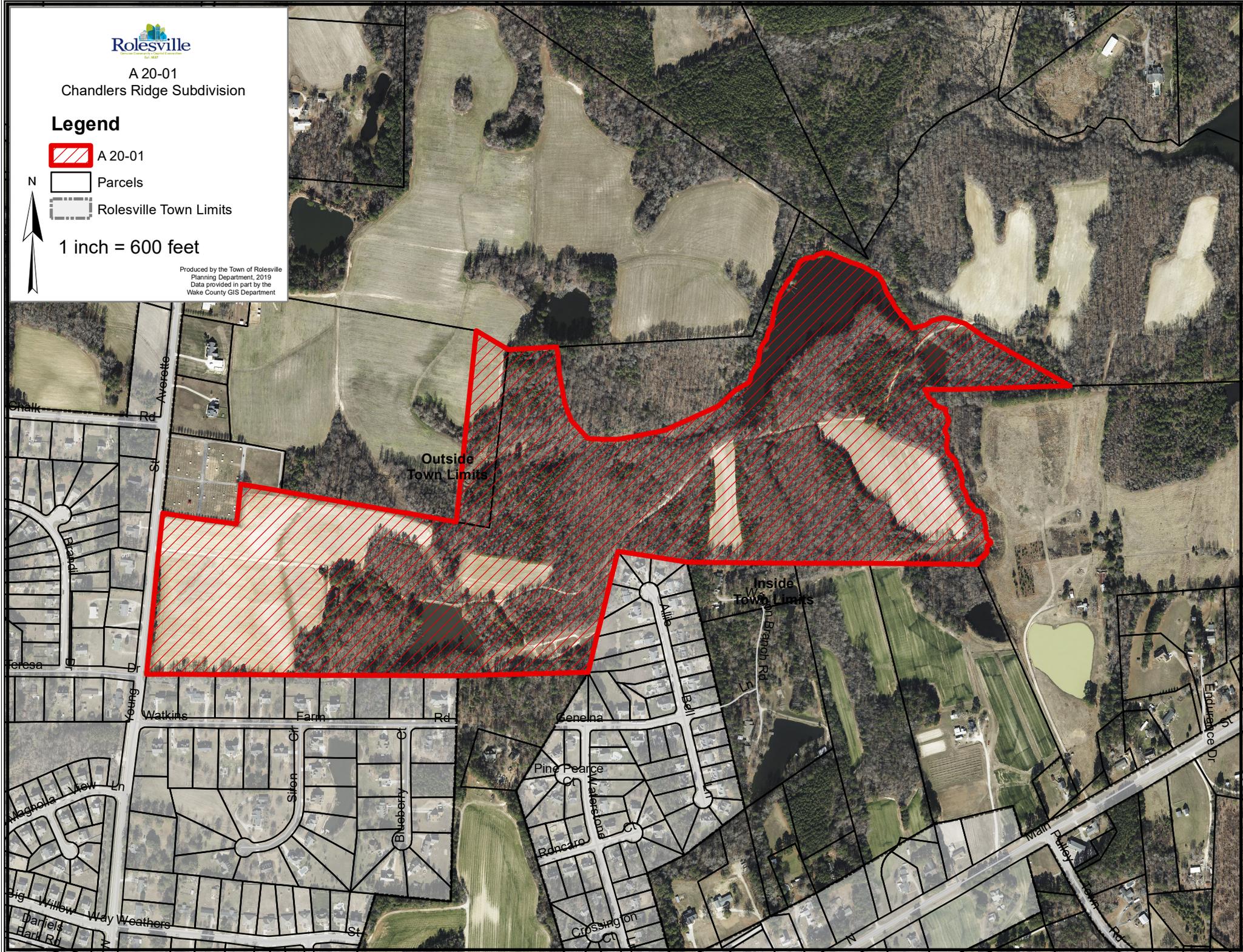


Rolesville Town Limits



1 inch = 600 feet

Produced by the Town of Rolesville  
Planning Department, 2019  
Data provided in part by the  
Wake County GIS Department



Line #	Direction	Length
L.1	S81°12'56"E	178.72
L.2	S81°12'49"E	210.95
L.3	N05°40'54"E	209.79
L.4	S81°14'07"E	210.00
L.5	S80°12'08"E	924.66
L.6	N06°03'21"E	995.48
L.7	S57°33'12"E	194.83
L.8	N86°48'10"E	403.59
L.9	S17°13'58"E	19.96
L.10	S32°06'21"E	32.30
L.11	S37°31'45"E	22.14
L.12	S32°29'41"E	26.63
L.13	S30°46'46"E	34.79
L.14	S28°59'59"E	63.69
L.15	S15°35'23"E	80.87
L.16	S34°43'26"E	23.66
L.17	S55°48'47"E	56.26
L.18	S54°48'44"E	13.70
L.19	S68°25'45"E	23.94
L.20	S45°46'31"E	35.20
L.21	S49°23'18"E	48.14
L.22	S56°52'55"E	37.84

Line #	Direction	Length
L.23	S62°28'22"E	33.55
L.24	S83°34'52"E	44.71
L.25	S83°34'52"E	10.53
L.26	N87°44'56"E	59.71
L.27	N79°15'12"E	77.78
L.28	N68°19'05"E	49.75
L.29	N62°37'00"E	65.24
L.30	N53°35'54"E	51.53
L.31	N55°47'58"E	209.70
L.32	N19°11'36"W	35.18
L.33	N00°07'49"W	21.85
L.34	N16°23'00"E	22.48
L.35	N36°52'59"E	23.91
L.36	N38°27'47"E	40.48
L.37	N39°06'20"E	51.90
L.38	N21°12'39"E	102.93
L.39	N22°17'44"E	49.63
L.40	N26°34'03"E	118.74
L.41	N28°05'48"E	69.81
L.42	N41°16'02"E	158.81
L.43	N50°01'06"E	86.61
L.44	N76°51'11"E	54.49

Line #	Direction	Length
L.45	N62°10'33"E	59.07
L.46	S79°48'24"E	37.14
L.47	S75°31'00"E	16.44
L.48	S55°27'54"E	59.08
L.49	N07°49'06"E	18.21
L.50	S63°46'11"E	9.20
L.51	S55°12'58"E	28.87
L.52	S50°37'23"E	22.37
L.53	S52°27'44"E	37.28
L.54	S49°43'25"E	27.98
L.55	S59°44'31"E	20.08
L.56	S66°22'06"E	43.05
L.57	S73°54'38"E	25.95
L.58	S69°23'17"E	37.21
L.59	N08°00'30"W	36.30
L.60	S15°29'00"E	19.64
L.61	S32°58'18"E	18.66
L.62	S41°11'07"E	20.23
L.63	S60°50'56"E	15.28
L.64	S55°41'03"E	8.55
L.65	S45°38'02"E	16.00
L.66	S64°11'54"E	28.97

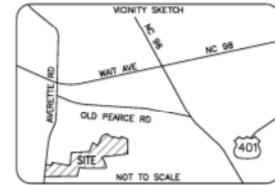
Line #	Direction	Length
L.67	S42°58'18"E	27.20
L.68	S37°58'33"E	38.10
L.69	S29°31'12"E	70.37
L.70	S79°03'57"E	94.82
L.72	S85°23'49"E	56.38
L.73	N86°49'23"E	40.53
L.74	S83°53'40"E	63.11
L.75	S77°58'48"E	70.10
L.76	S59°26'37"E	28.72
L.77	S63°47'52"E	128.47
L.78	S53°29'46"E	96.04
L.79	S56°20'02"E	62.22
L.80	S47°30'56"E	46.82
L.81	S41°17'25"E	67.13
L.82	S42°44'07"E	95.27
L.83	S82°58'37"W	836.19
L.84	S36°29'19"E	126.12
L.85	S35°23'49"E	106.85
L.86	S07°59'11"E	18.28
L.87	S59°12'50"E	9.62
L.88	S21°13'06"E	44.58
L.89	S47°34'32"E	13.67

Line #	Direction	Length
L.90	S20°28'22"E	39.79
L.91	S24°41'28"E	64.65
L.92	S15°44'48"W	20.71
L.93	S38°52'21"E	57.30
L.94	S11°42'28"E	28.87
L.95	S45°40'36"E	35.21
L.96	S31°30'25"E	62.67
L.97	S05°44'30"E	71.50
L.98	S21°01'37"E	52.07
L.99	S14°11'37"E	33.36
L.100	S16°41'36"W	39.55
L.101	S49°18'04"W	33.85
L.102	S11°19'37"W	32.19
L.103	N89°30'20"W	591.45
L.104	N89°32'04"W	372.83
L.105	N89°40'10"W	551.26
L.106	N81°04'36"W	362.24
L.107	S13°52'13"W	645.35
L.108	S88°35'04"W	683.80
L.109	S89°57'24"W	1609.04
L.110	N05°38'12"E	844.94

**NOTES:**

- Distances are adjusted grid distances, computed using a project average combined grid factor of 0.99992979 (to scale to ground, divide each distance by the average combined grid factor). The coordinates were obtained by a combination of gps vectors and conventional methods and are estimated from analysis of variance to have standard errors in northing components of ±0.03 and easting components of ±0.04 feet.
- This survey was performed without benefit of a title examination performed by a licensed attorney. Easements shown hereon, if any, are only those that have been shown on prior plats as referenced hereon, or appearing in instruments recorded after the date of the latter of the last recorded deed or last recorded plat for the subject property. There may be easements of record prior to that date not shown hereon.
- Source of title: Deed Book 094, Page 451.
- GPS DATA:**  
Class of survey: A  
Positional accuracy: 0.07  
Type of gps field procedure: static (open)  
Date of gps field procedure: December 2017  
Datum/epoch: year 83 (2011 realization) epoch 2010.0  
Ellipsoid: gns 80  
Geoid model: Tz  
Combined grid factor: 0.99992979  
Units: us survey feet (1 meter = 3937/1200 us feet)
- ET/L line scaled in from book maps

**SITE DATA:**  
ZONING DISTRICT - R40W  
EXISTING USE - AG



"I, Steven P. Carson, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14-E, page 3261, Book 1662, page 1633); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 2015, page 1905; that the ratio of precision or positional accuracy as calculated is 1:40000; that this plat was prepared in accordance with G.S. 47-30 as amended; witness my original signature, license number and seal this 3rd day of January, A.D. 2020."

**PRELIMINARY**  
Professional Land Surveyor  
License Number-4752

I, Steven P. Carson, Professional Land Surveyor No. L-4752 certify that this survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision.

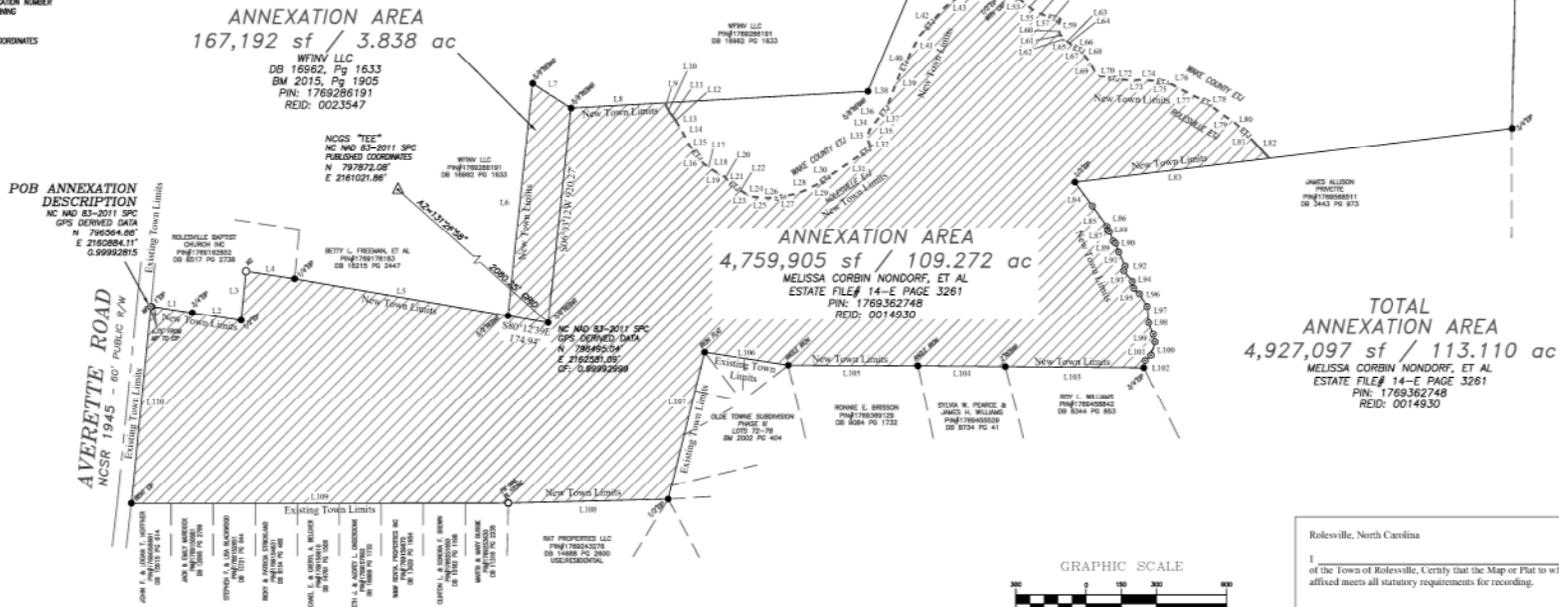
Steven P. Carson, PLS L-4752 date

**SPECIFIC LEGEND OF NOMENCLATURE**

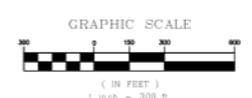
- AZ AZIMUTH
- BM BOOK OF MAPS
- CL CENTERLINE
- CF COMBINED FACTOR
- CO COUNTY
- DB DEED BOOK
- ECL EXISTING TOWN LIMITS
- EP EXISTING IRON PIPE
- ER EXISTING IRON ROD
- IR IRON PIPE SET
- MAI MAIL SET
- MD NORTH AMERICAN DATUM
- NC NAD 83-2011
- NEL NEW TOWN LIMITS
- PC PAGE
- PIN PARCEL IDENTIFICATION NUMBER
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- SF SQUARE FEET
- SPC STATE PLANE COORDINATES
- TWP TOWNSHIP

**LEGEND**

- IRON PIPE / REBAR FOUND
- IRON PIPE / REBAR SET
- COMPUTED POINT
- CONCRETE MONUMENT
- SURVEYED LINE
- - - EXISTING R/W - PROPERTY LINE
- - - ET/L - EXISTING JURISDICTION LINE
- /// NEW TOWN LIMITS



**TOTAL ANNEXATION AREA**  
4,927,097 sf / 113.110 ac  
MELISSA CORBIN NONDORF, ET AL  
ESTATE FILE# 14-E PAGE 3261  
PIN: 1769362748  
REID: 0014930



Rolesville, North Carolina  
\_\_\_\_\_  
Review Officer  
of the Town of Rolesville, Certify that the Map or Plat to which this Certification is affixed meets all statutory requirements for recording.  
Date \_\_\_\_\_ Review Officer \_\_\_\_\_

**Bateman Civil Survey Company**  
Engineers • Surveyors • Planners  
2534 Redstone Avenue, Apex, NC 27539  
Phone: 919.577.1080 Fax: 919.577.1081  
NCELS PERM No. C-2378



CONTIGUOUS  
ANNEXATION PLAT  
**CHANDLERS RIDGE**  
WAKE FOREST TOWNSHIP - WAKE COUNTY, NC

Drawn By: WRS  
Checked By: SPC  
Scale: 1"=300'  
Date: 01/03/2020  
Revised Date:  
Project Number: 170347  
**SHEET**  
1 OF 1  
ANNEXATION  
PLAT



## Memorandum

**To:** Recipient Name  
**From:** Your Name  
**Date:** Date  
**Re:** Agenda Item #B.7.

In anticipation of the board directing me to certify to the sufficiency of the voluntary annexation petition(s) put forth for Chandlers Ridge Subdivision, I conducted the necessary research and have included a compulsory certification according to my findings on the properties involved. Provision of this certification allows the board to set a public hearing for March 3, 2020 on the voluntary annexation during its February 4, 2020 Town Board Regular Meeting if it so chooses.

### Recommended Action

It is recommended that the board exercise its option to set a public hearing for March 3, 2020 for the voluntary annexation petition of the property known as Chandlers Ridge Subdivision under Case: A20-01.

Attachments: Clerks certification to the sufficiency of the A20-01 voluntary annexation petition(s)

## CERTIFICATE OF SUFFICIENCY

### A20-01: Chandlers Ridge

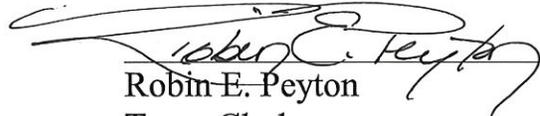
To the Board of Commissioners of the Town of Rolesville, North Carolina:

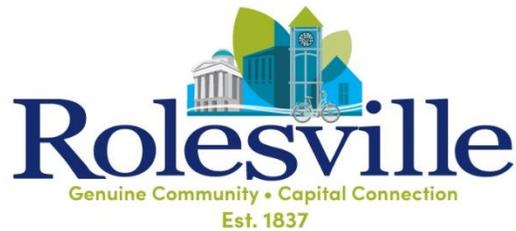
I, Robin E. Peyton, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition contains an adequate property description of the area(s) proposed for annexation.
- b. The area described in the petition is contiguous to the Town of Rolesville primary corporate limits as required by G.S. 160A-31.
- c. The petition is signed by all owners of real property lying in the area described therein.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Rolesville, this 4<sup>th</sup> day of February 2020.



  
Robin E. Peyton  
Town Clerk



# Memo

**To:** Mayor and Town Board of Commissioners

**From:** Danny Johnson, AICP, Planning Director

**Date:** January 28, 2020

**Re:** Ordinance Text Amendment: UDO TA 19-08, Amendment to Article 3 Development Review And Approval Procedures, Section 3.9.9, Protested Zoning Amendments and Article 7, Overlay District Standards, Section 7.3 Stream Protections Buffers.

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## Summary Information

Recent changes have been made to municipal and county zoning enabling legislation that each town should make changes to their Unified Development Ordinances as to protesting zoning amendments and establishes new restrictions on municipalities enacting stricter stream protection buffers that the State rules. So no changes to the Town's UDO have been considered and are currently not in compliance with the current state legislation. The proposed text amendment will revise the UDO to comply with the current legislation.

The proposed text amendment will delete the current text in Section 3.9.9 known as Protested Zoning Amendment, and insert in lieu a new Section 3.9.9 to be known as Citizen Comment. The other portion of the text amendment will be deleted in its entirety Section 7.3, Stream Protection Buffers, and insert in lieu a new Section 7.3 Riparian Buffers that will reference compliance with NC state-mandated rules regarding riparian buffers. With this change, the previous additional stream buffers will no longer be required since they are stricter than state-mandated rules regarding riparian buffers.

The Rolesville Comprehensive Plan encourages revisions to the Unified Development Ordinance when the current standards are not following current NC planning legislation. The proposed text amendment will address such a condition of the UDO and will serve in public interest; the change is consistent with the Rolesville Comprehensive Plan to comply with current NC planning legislation.

### **Planning Board Recommendation:**

The Rolesville Planning Board at their meeting on October 28, 2019, considered the requested ordinance text amendment and by a unanimous vote of the Board recommended to the Town Board of Commissioners to approve the requested UDO Text Amendment 19-08 as requested. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to comply with current NC planning legislation.

### **Planning Staff Recommendation**

Staff recommends approval of the UDO Text Amendment 19-08, Amendment to Article 3 Development Review and Approval Procedures, Section 3.9.9, Protested Zoning Amendments and Article 7, Overlay District Standards, Section 7.3 Stream Protections Buffers and make the necessary statutory findings and recommendations to the Town Board of Commissioners.

### **Board Options**

- Approved the text amendment based on the information presented at the public hearing.
- Approved the text amendment with modifications in consideration of the information presented at the public hearing.
- Denied the text amendment based on the information presented at the public hearing with the stated reason for denial.

### **Relationship to Current Budget/Goals**

None

### **Suggested Motion:**

Motion to approve UDO Text Amendment 19-08, Amendment to Article 3 Development Review and Approval Procedures, Section 3.9.9, Protested Zoning Amendments and Article 7, Overlay District Standards, Section 7.3 Stream Protections Buffers and Resolution No. 20xx-R-xx, Town Board of Commissioners Statement of Consistency.

### **Attachments:**

UDO TA 19-08 - Amendment to Section 3.9.9, Protested Zoning Amendments and Section 7.3 Stream Protection Buffers  
Resolution No. 2020-R-04 Town Board of Commissioners Statement of Consistency

**PROPOSAL TO AMEND  
THE CODE OF ORDINANCES,  
TOWN OF ROLESVILLE, NORTH CAROLINA  
Case Number UDO TA 19-08**

WHEREAS, in a prior session, the North Carolina General Assembly as modified the enabling statues related to land use regulations, specifically, repealing the valid statutory protest petition; and

WHEREAS, in a prior session, the North Carolina General Assembly as modified the enabling statues related to land use regulations, specifically, limiting a municipality's ability to require riparian buffers larger than required by state law; and

WHEREAS, the Town of Rolesville Unified Development Ordinance needs to be amended to reflects the aforementioned changes in the law.

The Town of Rolesville Board of Commissioners does hereby ordain the following:

1. **Section 3.9.9. Protested Zoning Amendments** is hereby deleted and the following new **Section 3.9.9 Citizen Comment** inserted in lieu thereof:

**3.9.9 Citizen Comment**

Zoning ordinances may from time to time be amended, supplemented, changed, modified or repealed. If any resident or property owner in the town submits a written statement regarding a proposed amendment, modification, or repeal to a zoning ordinance to the clerk to the board at least two business days prior to the proposed vote on such change, the clerk to the board shall deliver such written statement to the board of commissioners. If the proposed change is the subject of a quasi-judicial proceeding under G.S. 160A-388, the clerk shall provide only the names and addresses of the individuals providing written comment, and the provision of such names and addresses to all members of the board shall not disqualify any member of the board from voting.

2. **Section 7.3 Stream Protection Buffers** is hereby deleted in its entirety and the following new **Section 7.3 Riparian Buffers** inserted in lieu thereof:

**Section 7.3 Riparian Buffers**

Compliance with State of North Carolina mandated rules regarding riparian buffers shall be required on all developments plans. Relief from such riparian buffer rules must be obtained from the appropriate state agency.

**3. Effective Date.** This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this \_\_\_ day of \_\_\_\_\_, 2020 by the Town of Rolesville Board of Commissioners.

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Ronnie I. Currin  
Town of Rolesville Mayor

**CERTIFICATION**

I, \_\_\_\_\_, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this \_\_\_ day of \_\_\_\_\_, 2019.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this \_\_\_ day of \_\_\_\_\_, 2020.

---

Robin E. Peyton  
Town Clerk

(seal)



**RESOLUTION NO. 2020-R-04**  
**TOWN BOARD OF COMMISSIONERS STATEMENT OF CONSISTENCY**  
**Case No.: UDO TA 19-08**

WHEREAS, A request for an ordinance text amendment submitted by Town Staff as UDO TA 19-08 to amend, Article 3 Development Review And Approval Procedures, Section 3.9.9, Protested Zoning Amendments and Article 7, Overlay District Standards, Section 7.3 Stream Protections Buffers.

WHEREAS, N. C. General Statutes Section 160A-386, requires the Town Board of Commissioners to adopt a zoning amendment consistency statement whenever it approves or rejects a proposed zoning amendment;

WHEREAS, the Rolesville Planning Board at their meeting on October 28, 2019, considered the requested ordinance text amendment and by a unanimous vote of the Board recommended to the Town Board of Commissioners to approve the requested UDO Text Amendment 19-08 as requested. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to comply with current NC planning legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE:

The Town Board finds that the proposed ordinance text amendment is consistent with the Rolesville Comprehensive Plan. The request is reasonable and in the public interest to comply with current NC planning legislation.

The preceding resolution, having been submitted to a vote, received the following vote and was duly adopted the \_\_\_ day of \_\_\_\_\_, 2020.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent or Excused: \_\_\_\_\_

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Ronnie I. Currin, Mayor

ATTEST:

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Robin E. Peyton, Town Clerk

[SEAL]



## Memorandum

**To:** Mayor and Town Board  
**From:** Mical McFarland, Community & Economic Development  
**Date:** February 4, 2020  
**Re:** Agenda Item #C2

### Background

The next census is coming this year. Once a decade, America comes together to count every resident in the United States, creating national awareness of the importance of the census and its valuable statistics.

The census counts our population and households, providing the basis for reapportioning congressional seats, redistricting, and distributing more than \$675 billion in federal funds annually to support states, counties and communities' vital programs.

By April 2020, households will receive an invitation to participate in the census. The process is quick and easy, with three options to respond: 1) Online (for the first time); 2) By phone; and 3) By mail.

### Board Options

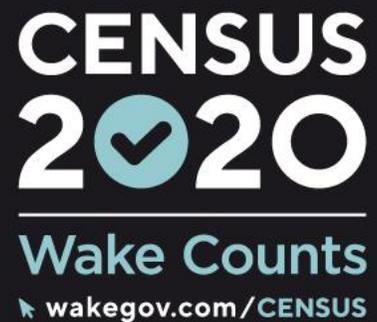
N/A. This is an informational presentation to increase awareness about the upcoming Census.

### Recommended Action

N/A

### Attachments:

- PowerPoint Presentation
- Census 2020 Talking Points
- Rolesville Census Flyer



# 2020 Census

Rolesville Town Board Meeting

February 4, 2020

# How many people “officially” live in WAKE?

2010 Census <b>Count</b> (April 1, 2010)	July 1, 2018 Census <b>Estimate</b>
900,993	1,092,305

Grew by over 191,000 people more than on April 1, 2010

Data Source: U.S. Census Bureau Population Estimates, 2018

# What is the Census?

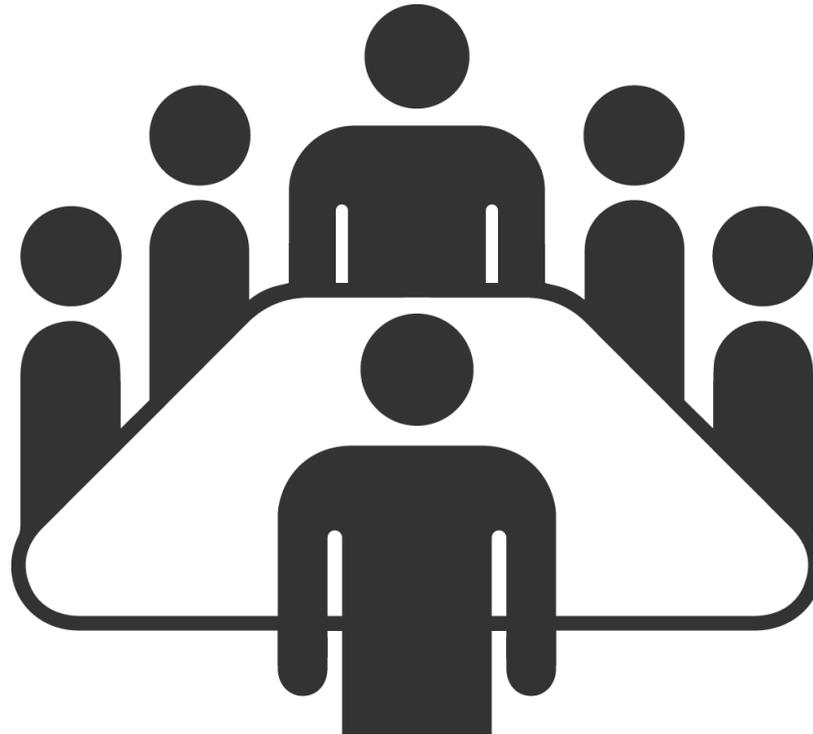
- The Census is a counting of every person residing in the United States, which happens every 10 years
- The U.S. Census Bureau conducts the decennial census
- Wake County is not in charge of administering the census nor hiring for census jobs
- The 2020 Census will consist of nine questions
  - The questionnaire will be available in 12 languages
- Invitations to participate will start going out in mid-March 2020

# Why the Census is Important

- Provides a basis for distributing more than \$675B in federal funds annually to states and local communities
  - Distribution of \$16 billion annually to NC
- Provides a basis for reapportioning congressional seats
- Key in funding programs which impact housing, education, transportation, employment, health care and public policy
- Important for community planning and economic development

# Creating Awareness in Our Community

## Complete Count Committee



# Roles and Scope

- County staff administer and coordinate the countywide effort working closely with staff from each municipality
- Municipalities also coordinate efforts in their jurisdictions
- Subcommittees are the mechanisms for delivering information
- Efforts are meant to complement, not duplicate the Census Bureau's campaign
- Complete Count Committee (CCC) to set a county-wide mail-in/online participation goal of at least 82%

# Past Census Participation

	2000 Census Count	2000 Census Participation Rate	2010 Census Count	2010 Census Participation Rate	2018 Census Estimate	2020 Census Participation Rate Goal?
Angier (pt in Wake County)	N/A	N/A	103	N/A	183	N/A
Apex	20,212	78%	37,476	83%	53,852	
Cary (pt)	94,536	83%	133,812	82%	165,943	
Durham (pt in Wake County)	N/A	N/A	0	N/A	8	N/A
Fuquay-Varina	7,898	75%	17,937	79%	29,200	
Garner	17,757	79%	25,745	78%	30,502	
Holly Springs	9,192	79%	24,661	84%	36,749	
Knightdale	5,958	75%	11,401	76%	17,423	
Morrisville (pt)	5,208	56%	18,576	77%	27,453	
Raleigh (pt)	276,093	74%	402,825	76%	468,006	
Rolesville	907	71%	3,786	86%	8,111	
Wake Forest (pt)	12,588	73%	29,218	83%	42,796	
Wendell	4,247	73%	5,845	76%	7,809	
Zebulon	4,046	68%	4,433	78%	5,646	
Unincorporated	169,204		185,175		198,624	
<b>Wake County Total</b>	<b>627,846</b>	<b>76%</b>	<b>900,993</b>	<b>78%</b>	<b>1,092,305</b>	<b>82%</b>

# Historically Undercounted

- Young children
- Highly mobile persons
- Persons who do not live in traditional housing
- Persons experiencing homelessness
- Non-English speakers
- Racial or ethnic minorities
- Undocumented immigrants
- Low income persons
- Persons who distrust government
- LGBTQ Community
- Persons with physical or mental illness

# Census 2020 Timeline

WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	<b>If you haven't responded yet:</b>
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

## We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.

- The mailer will include a unique barcode, specific to each addresses, which will be used to complete the Census online
- Phone and paper questionnaire are secondary options, supported in 12 languages
- Enumerators who follow-up work on behalf of the Census Bureau

United States®  
**Census  
2020**

# Outreach Strategy

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- Disseminate information through subcommittees
- Promote the Census at events
- Host events at libraries to help people fill out their form
- Maintain a website with FAQs, sample questionnaires, and other resources
- Create social media presence



# How You Can Help



- Talk to family, friends and neighbors about why it's important to participate in the census
- Promote education and awareness via social media
- Get your community organization involved in identifying and educating Hard to Count populations
- Find a job with the Census Bureau



# Social media



[Facebook.com/wakegov](https://www.facebook.com/wakegov)



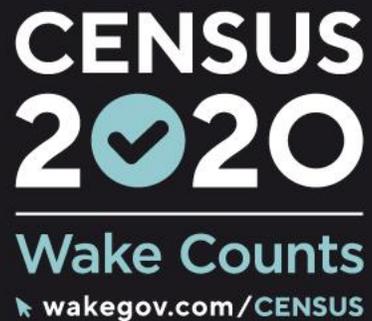
[@wakegov](https://twitter.com/wakegov)



[@wakegov](https://www.instagram.com/wakegov)

#WakeCounts  
#2020Census  
#Census2020  
#TambienContamos  
#WeCountToo

#RaleighCounts  
#CaryCounts  
#MorrisvilleCounts  
#RolesvilleCounts



**2020census.gov**

**wakegov.com/census**

**rolesvillenc.gov/news/get-ready-2020-census**

Email: [census@wakegov.com](mailto:census@wakegov.com)



## **Census 2020 Facts and Talking Points**

**Participating in the 2020 Census is a civic duty and good for your community.** (It's also the law.)

- The Constitution declares that everyone counts! Everyone residing in the U.S. gets counted in the census—children, seniors, minorities, immigrants (legal and illegal), tribal communities, homeless, homeowners, renters, students, workers—everyone.
- The Constitution mandates that the census happens every 10 years.

**It's easy.**

- You can respond online (for the first time), by paper or over the phone.
- English language proficiency is not required to participate in the 2020 Census.
- The census will be printed in English and Spanish. Telephone assistance and the online census questionnaire will be available in 13 languages. Guides and glossaries will be available in 59 non-English languages and Braille.
- Census day is April 1, 2020, however online responses will start being accepted in March 2020.
- Census takers (enumerators) go in-person to addresses which haven't been counted.

**Census data is used by everyone.**

- Businesses use census data to decide where to open new facilities and what types of services and products to offer.
- Developers use census data to plan where to build homes & revitalize neighborhoods.
- Transportation planners use census data to decide on roads and public transit routes.
- Local governments use census data to decide where to build schools, libraries, & parks.
- North Carolina is growing and becoming more diverse. As of 2016, it was the 12th fastest growing state in the country and the ninth most populous state in the country. Census data will be used to attract businesses to the state and will help NC communities plan for growth.

**The census equals money for states, cities and communities.**

- Census data will determine how more than \$800 billion in federal funds will be distributed to the states each year of the following decade.
- Census data is used to distribute over \$16 billion annually to North Carolina.
  - A single missed person is almost equivalent to a forfeited \$16,000 in funding for NC over a 10 year period.
- Federal funds support all types of government services such as infrastructure, health, social welfare and education.

**The census equals fair representation.**

- Census data is used to redraw district lines (aka redistricting) to determine representation in Congress, state legislatures, counties, school boards and all electoral bodies that use geographically defined membership.
- A state's electoral votes are based on their seats in Congress, which are based on census data.
- NC currently holds 13 seats in the House of Representatives and is projected to gain at least one additional seat if it has a complete and accurate 2020 Census count.

### **Census answers are confidential.**

- The Census Bureau is legally bound to handle all data confidentially, and answers are not shared with anyone.
- Census Enumerators will have a badge to prove they are legitimate representatives of the government.
  - You will never be asked for your Social Security number, money, anything on behalf of a political party, or financial institution information.
- Confidentiality violation (Title 13 of the U.S. Code) is a federal crime that may include a prison sentence, a fine or both.

### **Data security is the highest priority for the Census Bureau and extensive protections are in place to protect the integrity of the 2020 Census.**

- Online responses are secured by multiple layers of encryption and isolated from online access as soon as you hit submit. And by working with the federal intelligence community and private industry, the Census Bureau can quickly identify and respond to any external threats to its databases.

### **Participation rates.**

- In 2010 North Carolina ranked 16th in the country with a 74 percent return rate. Wake County's participation rate was 78 percent.
- Young children are NC's most at risk group of being undercounted.

### **What will I be asked?**

- **How many people are living or staying at your home on April 1, 2020.** This will help count the country's population, and ensure that people are counted once, only once, and in the right place according to where they live on Census Day.
- **Whether the home is owned or rented.** The rates of homeownership serve as one indicator of the nation's economy. They also help in administering housing programs and informing planning decisions.
- **About the sex of each person in the household.** Used in planning and funding government programs. These data can also be used to enforce laws, regulations, and policies against discrimination.
- **About the age of each person in the household.** Agencies use these data to plan and fund government programs that support specific age groups, including children and older populations.
- **About the race of each person in the household.** Creates statistics about racial groups. This data helps federal agencies monitor compliance with anti-discrimination provisions, such as under the Voting Rights Act and Civil Rights Act.
- **About whether a person in the household is of Hispanic, Latino, or Spanish origin.** These responses help create statistics about this ethnic group. This is needed by federal agencies to monitor compliance with anti-discrimination provisions, such as those under the Voting Rights Act and the Civil Rights Act.
- **About the relationship of each person in the household to one central person.** This allows the Census Bureau to create estimates about families, households, and other groups. Relationship data are used in planning and funding government programs that support families, including people raising children alone, and other households that qualify for additional assistance.

# CENSUS 2020

# Rolesville Counts

## EVERYONE COUNTS



## MARCH 2020:

Watch your mail  
for information  
on how to  
participate.

## CONFIDENTIAL:

Your privacy  
is protected.

## Why is the Census important?

It determines:

### FUNDING

More than \$675 billion for schools,  
hospitals, roads and more.

### REPRESENTATION

Number of seats each state gets in  
the house of representatives.

### COMMUNITY DECISIONS

How leaders plan for the future.