



**Town Board Regular Meeting**  
August 18, 2020 – 7:00 PM  
502 Southtown Circle, Rolesville, NC 27571

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Invocation
3. Review of Agenda by the Board and Additions/Changes of Items of Business to the Agenda for Consideration.

**B. CONSENT AGENDA**

Approval of Memorandum of Understanding (MOU) Between Town of Rolesville and Rolesville Chamber of Commerce for FY2020-2021.

**C. ITEMS OF BUSINESS**

1. Public Hearing (Quasi-Judicial). Case: SUP20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for Previous SUP Conditions.
2. Public Hearing (Quasi-Judicial). Case PR20-03. The Preserve @ Jones Dairy Rd (South) Preliminary Subdivision Plat.
3. Cobblestone Development and Purchase Agreements Discussion.
4. Monthly Financial Update

**D. ADJOURNMENT**

The Town of Rolesville is committed to providing accessible facilities, programs and services for all people in compliance with the American with Disabilities Act. Should you need assistance or a particular accommodation for this meeting please contact the ADA Coordinator.



## Memorandum

**To:** Mayor and Town Board  
**From:** Mical McFarland, Comm. & Econ. Development Manager  
**Date:** August 18, 2020  
**Re:** Consent Agenda Item: Memorandum of Understanding and Consideration of Request for Funding by the Rolesville Chamber of Commerce

### Background

On July 16, the Town Board and Chamber of Commerce Directors held its second annual joint (virtual) meeting to build upon and strengthen the relationship between the two entities. At this meeting, the Chamber provided a report of current activities, an overview of the newly established Chamber Foundation, and a request for continued support from the Town. The request for continued support included additional funding over and above the Town's contribution from the previous year.

On August 4, the Town Board met to review the existing Memorandum of Understanding (MOU) between the Chamber and the Town, and consider the Town's financial contribution to the Chamber. Mayor Currin directed staff to draft a revised MOU to reflect a contribution amount of \$24,000, which is attached herein, along with a chart showing what the contribution will go towards specifically.

### Board Options

The consideration before the Board is regarding the adoption of an MOU outlining mutual obligations and promises by the Town and the Chamber, including a request for funding to support the Chamber. Options include adopting the MOU as is, amending the MOU before adoption, or requesting more time and/or information before making a determination.

### Relationship to Current Budget/Goals

The Town's budgeted contribution in the previous fiscal year was \$18,000. The amount proposed for the 2020-2021 fiscal year is \$24,000.

### Recommended Action

N/A

### Attachments:

1. Red-lined Draft Fiscal Year 2020-2021 Town of Rolesville and Chamber MOU (including a chart outlining the proposed financial allocation from the Town).
2. Clean Version Draft Fiscal Year 2020-2021 Town of Rolesville and Chamber MOU.

**Memorandum of Understanding (MOU)**  
**Between the Town of Rolesville and the Rolesville Chamber of Commerce**  
**Fiscal Year 2020-2021**

This memorandum of understanding, made between the Town of Rolesville (hereinafter referred to as “the Town”) and the Rolesville Chamber of Commerce (hereinafter referred to as “the Chamber”), hereinafter referred to as the “agreement”.

**WHEREAS**, the Town and the Chamber both value and support the businesses in the Rolesville community; and

**WHEREAS**, the Town realizes the importance of the Rolesville Chamber of Commerce in supporting, networking, and promoting businesses in the Rolesville community; and

**WHEREAS**, the Town desires to support the efforts of the Chamber of Commerce in bringing the business community together by organizing and holding events.

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

The Town agrees to:

1. Remain a member of the Chamber of Commerce and pay annual dues **for the Visionary Partner level in the amount of \$400. as set by the Chamber Board of Directors.**
2. Contribute to the Chamber **\$24,000 (in addition to the annual dues?)** throughout the fiscal year. **Support the Youth Leadership Rolesville program by... (Include more specific language here?)-- Attached is a chart showing the fiscal participation by the Town per line item.**
3. Provide the use of Council Chamber space at Town Hall for a total of 48 hours at no cost. Reservation and use can be any date and time when no prior reservations or scheduled use exist.
4. Provide the use of the Community Center space at Town Hall for a total of 40 hours at no cost. A “Facility Use Request” should be submitted at least two (2) months in advance, and the Chamber must use the Town’s standard rental form and abide by the conditions for the rental including cleaning. Scheduling for this will need to work around any classes or paying reservations established prior to the Chamber’s Facility Use Request application.
5. Make available four (4) off-duty police officers throughout nine (9) hours for the annual BBQ event.
6. Provide at least fifteen (15) police officers throughout four (4) hours for the Christmas Parade. This will be an in-kind donation by the Town absorbing the cost.
7. Provide the use of Town facilities for existing members of the Rolesville Chamber of Commerce at the resident rate of \$45 per hour (2 hour minimum) when no prior reservations or scheduled use exists. For rentals after office hours, weekends, and/or holidays, an additional \$15 per hour will be charged for staffing. The maximum opportunities for the reduced reservation shall not exceed six (6) events within the term of this agreement. Facility use reservations shall be submitted by the Chamber of Commerce staff at least two (2) months prior to the requested date.
8. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

1. **Complement the Town’s economic development efforts through:**



**Town of Rolesville Contribution to the Rolesville Chamber of Commerce  
Fiscal Year 2020-2021**

<b>Programs</b>	<b>Allocation</b>	<b>Total</b>
• Launch Rolesville	\$4,000	
• Business After Hours	\$1,500	
• Lunch and Learn Series	\$1,500	
• Ambassador Program	\$500	
• Youth Leadership	\$1,000	
		\$8,500
<b>Events</b>		
• Annual Dinner	\$1,000	
• Cornhole	\$500	
• BBQ & Bands	\$6,000	
• Christmas	\$1,250	
• Golf	\$2,000	
		\$10,750
<b>Organizational Expenses</b>		
• Website, Technology & Branding	\$1,750	
• Welcome Wagon	\$1,500	
• Insurance (for events)	\$1,500	
		\$4,750
<b>Total Allocation</b>		<b>\$24,000</b>

**Memorandum of Understanding (MOU)**  
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5. Make available four (4) off-duty police officers throughout nine (9) hours for the annual BBQ event.
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8. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

1. Complement the Town’s economic development efforts through:

- a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
  - b. The Youth Leadership Program, helping to educate the community's youth learn more about our community, assume leadership roles in our schools, and to become more involved in Rolesville's civic, cultural, economic development, and philanthropic organizations and groups.
  - c. Local Business Retention and Expansion (BRE) in partnership with the Town's Community & Economic Development Manager to engage and support the local business community and promote economic development.
  - d. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and create a good business climate in Rolesville.
2. Provide the Town of Rolesville twelve (12) tickets to their annual dinner.
  3. Provide the Town of Rolesville premium advertisement on all marketing material produced. This includes banners, programs, and printed ads for the annual BBQ event, Business Expo, Christmas Parade, Evenings with Santa, Golf outing, and the Annual Dinner.
  4. Provide the Town a booth at the Business expo.
  5. Provide the Town space in the Christmas parade and one parade float free of charge.
  6. Pay the off-duty rate of \$35 per hour directly to the four (4) police officers (to be determined) for the nine (9) hours service at the annual BBQ event. This cost will be an estimated \$1,260.
  7. Provide premium sponsorship advertising and one foursome team registration at the annual Chamber Golf Event.

As part of this agreement, the Chamber is required to present a financial statement to the Town upon request per the provisions of N.C. General Statute 55A-16-24, highlighting Chamber activities and showing how the funds received from the Town of Rolesville are being used. The Town may request a report from the Chamber quarterly or bi-annually, depending on the desire of the Town Board.

This agreement is effective from the date of execution until June 30, 2021. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this \_\_\_\_ day of \_\_\_\_\_ by the Town of Rolesville Board of Commissioners

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

\_\_\_\_\_  
 Rolesville Chamber of Commerce  
 Executive Director

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

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

\_\_\_\_\_  
 Date

**Town of Rolesville Contribution to the Rolesville Chamber of Commerce  
Fiscal Year 2020-2021**

Programs	Allocation	Total
• Launch Rolesville	\$4,000	
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• Welcome Wagon	\$1,500	
• Insurance (for events)	\$1,500	
		\$4,750
<b>Total Allocation</b>		<b>\$24,000</b>



## Memorandum

**To:** Mayor and Town Board of Commissioners  
**From:** Danny Johnson, AICP, Planning Director  
**Date:** August 13, 2020  
**Re:** Public Hearing (Quasi-Judicial). Case: SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for previous SUP 04-02 Conditions.

Special Use Permit 20-01 – Carlton Pointe PUD Master Plan Amendment for a greenway trail construction as a replacement for Provision 18 of SUP 14-02. Carlton Pointe Subdivision is located in Residential and Planning Unit Development Zoning Districts (R&PUD). The site for the proposed greenway trail replacement is contained within two parcels, 420 Prides Crossing, Wake County PIN 1758535742, and 250 Virginia Waters Drive, Wake County PIN 1758656394.

### **Background**

Applicant and Property Owner  
Carlton Pointe Group of NC, LLC

### **Request**

A request is for a Special Use Permit approval for an amendment to Special Use Permit 04-02 Carlton Pointe, as it relates to Provision 18. The original Provision 18 required the construction of a greenway trail and wooden bridge to an unimproved Town property offer by Wall Creek Subdivision for a future Town park. In consideration of the development of a said trail, several issues were identified. They were determined by the developer and Town staff that such greenway trail improvement would not be feasible due to the existing topographic and environmental conditions that would not meet environmental permitting approval. So a proposed replacement was then designed as a replacement to the original requirement of Provision 18 of SUP 04-02.

This SUP 20-01 request proposes the construction of a publicly dedicated and constructed greenway trail to Town standard and requirements and removes the previous need of Provision 18 with acceptance of the SUP 20-01. Included is the final construction plans for the proposed public greenway trail, ready for stamp approval to start construction if the SUP 20-01 request is granted.

### **Town Staff and Consultant Engineer Recommendations**

Town Staff and Town Consultant Engineer have reviewed the proposed SUP 20-01 Amendment request to SUP 04-02 Carlton Pointe PUD Master Plan amendment, including the proposed Carlton Pointe Greenway Trail and Storm Drainage Construction Plans and recommends approval.

### **Planning Staff Recommendations**

Planning Staff concludes the proposed SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for previous SUP 06-02 Conditions meets the standards of the Town’s Unified Development Ordinance and recommends approval.

### **Board Options**

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

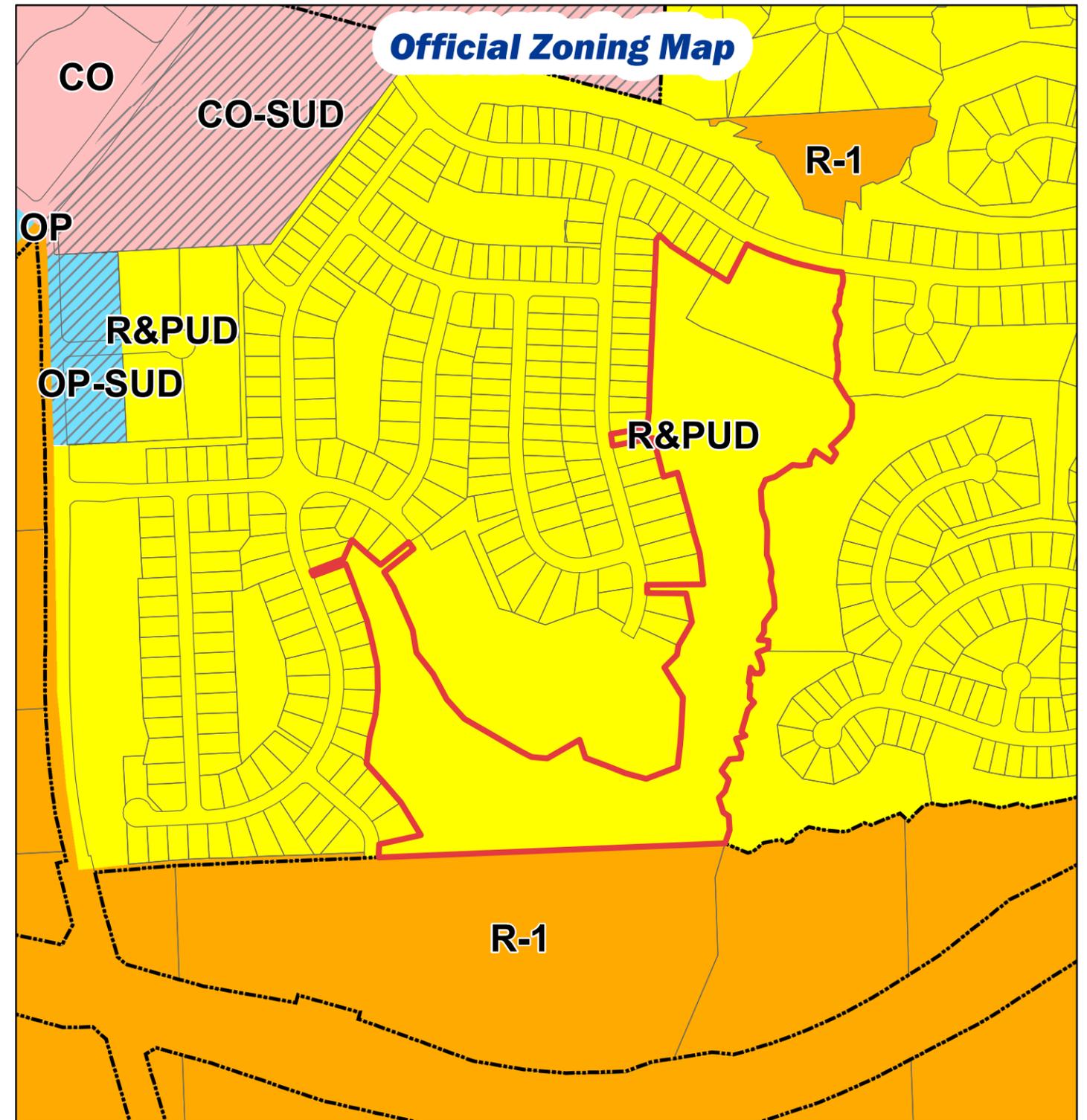
### **Suggested Town Board motion**

I move to approval SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for previous SUP 04-02 Conditions with the evidence and testimony received at the hearing to determine the findings of fact.

### **Attachments**

- SUP 20-01 - Site Location Map
- SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment Application
- SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail and Storm Drainage Construction Plan
- SUP 04-02 - Carlton Pointe PUD Master Plan as amended on March 17, 2009.

# SUP 20-01 Carlton Pointe PUD Special Use Permit Amendment Greenway Trail Replacement for Previous SUP 04-02 Conditions.



**Legend**

- Special Use Permit 20-01 Location
- Rolesville Town Limits
- ETJ





Case No. SUP20-01

Date 7/14/2020

# Special Use Permit Application

## Contact Information

Property Owner Carlton Group of NC, LLC

Address 5856 Faringdon Place, Suite 200 City/State/Zip Raleigh, NC 27609

Phone \_\_\_\_\_ Email \_\_\_\_\_

Developer Same as Owner

Contact Name Morton Silberberg

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone 914-403-7852 Email morcarlton@aol.com

## Property Information

Address 420 Prides Crossing

Wake County PIN(s) 1758535742

Current Zoning District R & PUD Requested Zoning District \_\_\_\_\_

Total Acreage 26.79 Requested Special Use \_\_\_\_\_

## Owner Signature

*I hereby certify that the information contained herein is true and completed. I understand that if any item is found to be otherwise after evidentiary hearing before the Town Board of Commissioners, that the action of the Board may be invalidated.*

Signature Morton Silberberg Date 7-14-20

STATE OF ~~NORTH CAROLINA~~ NEW YORK  
 COUNTY OF ROCKLAND

*I, a Notary Public, do hereby certify that Morton Silberberg personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the 14 day of July, 2020.*

*My commission expires 9-2-2020.*

Signature [Signature] Seal

Timothy Conway  
 Notary Public - State of New York  
 No. 01CO6192612  
 Qualified in Rockland County  
 My Commission Expires September 02, 2020

**Town of Rolesville Planning**

**PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517**



# Special Use Permit Application

## Applicant Statement

Provide justification for each statement. If necessary, attach a separate sheet.

1. The proposed development and/or use will not materially endanger public health or safety.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
2. The proposed development and/or use will not substantially injure the value of adjoining property.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
3. The proposed development and/or use will be in harmony with the scale, bulk, coverage, density, and character of the surrounding area.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
4. The proposed development and/or use will generally conform to Rolesville's Comprehensive Plan and other adopted plans.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
5. The proposed development and /or use is appropriately located with respect to transportation facilities, water and sewer supply, fire and police protection, and similar facilities.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
6. The proposed development will not cause undue traffic congestion or create a traffic hazard.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_
7. The proposed development and/or use comply with all applicable requirements of the Unified Development Ordinance.  
The proposed amendment does not change the original justification given in the application for SUP 04-02  
\_\_\_\_\_



Proposed Revisions to SUP 04-02, dated June 7, 2004 and amended November 1, 2004, May 17, 2005, June 6, 2005, July 7, 2006 and March 17, 2009.

Provision 12. The wording shall be amended as follows:

Carlton Group of North Carolina, LLC ("Carlton") is required to install or construct to Town standards and dedicate a public easement for a Greenway Walking Trail behind lots on certain parts of Ingelmoor Lane, Bendemeer Lane and Prides Crossing, as shown on the maps of Carlton Pointe Subdivision.

The herein Revision shall spell out the terms, conditions and details of said Walking Trail.

Greenway easement, walking trail and access points dedicated to the Town shall be open for use by the general public. Said easement shall be twenty feet wide (20') and be constructed and maintained as follows:

- 1) Within the 20 feet wide public easement, a ten-foot-wide (10') walking trail shall be constructed centered on the easement and shall have a 6" stone base and shall be paved
- 2) The public greenway trail as described herein, shall be constructed according to construction plans titled: Carlton Pointe Subdivision, Final Phase Trail and Storm Drainage Plan by caaENGINEERS, Inc, George M McIntyre, Jr PE.
- 3) The surface of the ten-foot (10') paved walking trail and the substrate below the trail shall be maintained by the Town
- 4) The remaining five (5) feet on each side of the walking trail shall be mulch. The maintenance of the remainder of the easement shall be the responsibility of the Carlton Pointe HOA
- 5) Once completed and prior to dedication, a plat containing a metes and bounds description of the easement, walking trail, and access points shall be presented to the Town for review, comment, and approval. Thereafter, Carlton shall deliver a Deed to the Town with all required filing fees to convey the 10-foot Walking Trail and the easement to the Town."
- 6) Any directional or informational signs placed within the easement shall be maintained by the Town
- 7) Access points shall 10 feet wide and paved and maintained by the Carlton Pointe HOA and shall be located at:
  - a) Between Lots 172 and 173 Carlton Pointe Phase 2A beginning at Bendemeer Lane and continuing to the point of intersection with the greenway walking trail
  - b) On Strathwood Way between Lots 143 and 124 Carlton Pointe Phase 3A
  - c) At a point in Phase 3(C) from the bottom of the cul-de-sac off of Prides Crossing to the Walking Trail
- 8) The 2 entry points on the map for Carlton Pointe Subdivision, Phase 3B from the walking trail to Prides Crossing are eliminated.

Any trails constructed for credit or reimbursement by the Town shall be constructed of a paved surface approved by town staff. This amendment shall not apply to any walking trails previously completed in other locations within the Carlton Pointe subdivision.

Add as Provision 29 and 30 the following:

Provision 29. All verbal discussions, written communications, preliminary maps or drawings, prior commitments, and references regarding proposed improvements associated to Provision 18 as to benefit Wall Creek Park are terminated and void.

Provision 30. Construction of the public greenway trail noted in Provision 12 shall start construction by September 15, 2020 and shall be completed by December 15, 2020. Also the final 15 building permits for lots in Phase 3C of Carlton Pointe Subdivision shall not be issued until the public greenway trail construction noted in Provision 12 is complete and accepted by the Carlton Pointe HOA for private maintenance or the Town for public maintenance as stated in paragraphs 3, 4, and 7 above

# CARLTON POINTE SUBDIVISION

## FINAL PHASE TRAIL AND STORM DRAINAGE PLAN

ROLESVILLE, NC  
WAKE COUNTY, NORTH CAROLINA

SURVEYOR:  
THE WOODCOCK GROUP PLLC  
PO BOX 336  
YOUNGSVILLE NC 27596  
919-522-7253

OWNER/DEVELOPER:  
CARLTON GROUP OF NORTH CAROLINA LLC  
95 NEW CLARKSTOWN ROAD  
NANUET NY, 10954  
914-403-7852

**CIVIL ENGINEER**  
Caa Engineers, Inc  
MAC MCINTYRE, P.E.  
4932-B WINDY HILL DRIVE  
RALEIGH, NC 27609  
PH. (919) 427-5227  
MACMCINTYREPE@GMAIL.COM

### SHEET INDEX

C-0	COVER SHEET
C-1	DRAINAGE AREAS PLAN / DRAINAGE TABLE
C-2	OVERALL FINAL PHASE TRAIL PLAN
C-3	ENLARGED TRAIL PLAN-SECTION 1
C-4	ENLARGED TRAIL PLAN-SECTION 2
C-5	ENLARGED TRAIL PLAN-SECTION 3
D-1	SITE DETAILS



VICINITY MAP

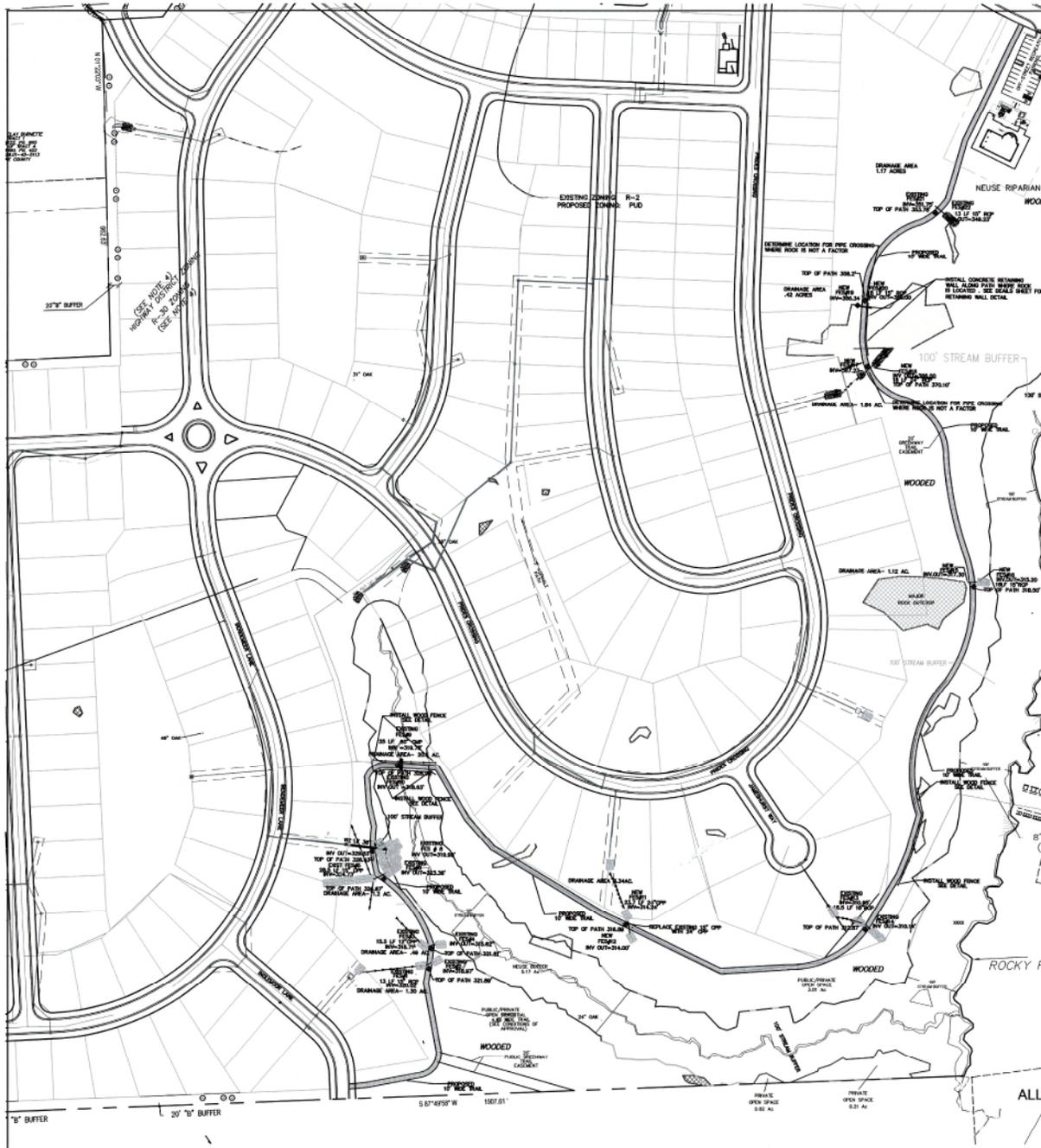


**caaENGINEERS, Inc.**  
Professional Engineers  
1233 Heritage Links Drive  
Wake Forest, North Carolina 27587  
919-625-6755  
© caa ENGINEERS, Inc. All Rights Reserved  
C-2151

### NOTES:

1. THESE PLANS ARE FOR FINAL PHASE TRAIL AND STORM DRAINAGE ACROSS TRAIL
2. CONSTRUCTION METHODS AND INSTALLATION SHALL BE PER TOWN OF ROLESVILLE STANDARDS AND SPECIFICATIONS





**Storm Drainage Calculations**

Station	From To	Area (Ac)	Length (ft)	Flow (cfs)	Velocity (ft/s)	Time (min)	Volume (cu ft)	Peak Flow (cfs)	Peak Velocity (ft/s)	Peak Time (min)	Volume (cu ft)	Channel Depth (ft)	Channel Width (ft)	Channel Slope	Material
DE101	101+00 to 101+50	1.17	500	1.2	1.5	10	120	1.5	1.5	10	120	1.5	10	0.01	Concrete
DE102	102+00 to 102+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE103	103+00 to 103+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE104	104+00 to 104+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE105	105+00 to 105+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE106	106+00 to 106+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE107	107+00 to 107+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE108	108+00 to 108+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE109	109+00 to 109+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete
DE110	110+00 to 110+50	1.02	500	1.1	1.5	10	110	1.5	1.5	10	110	1.5	10	0.01	Concrete



ALL CONSTRUCTION TO BE IN ACCORDANCE WITH TOWN OF ROLESVILLE STANDARDS, SPECIFICATIONS, AND DETAILS



**CHARLES JENKINS, INC.**  
 Professional Engineers  
 1231 Heritage Links Drive  
 Raleigh, North Carolina 27687  
 919-874-5455  
 P. O. Box 10000, Raleigh, NC  
 C-2151

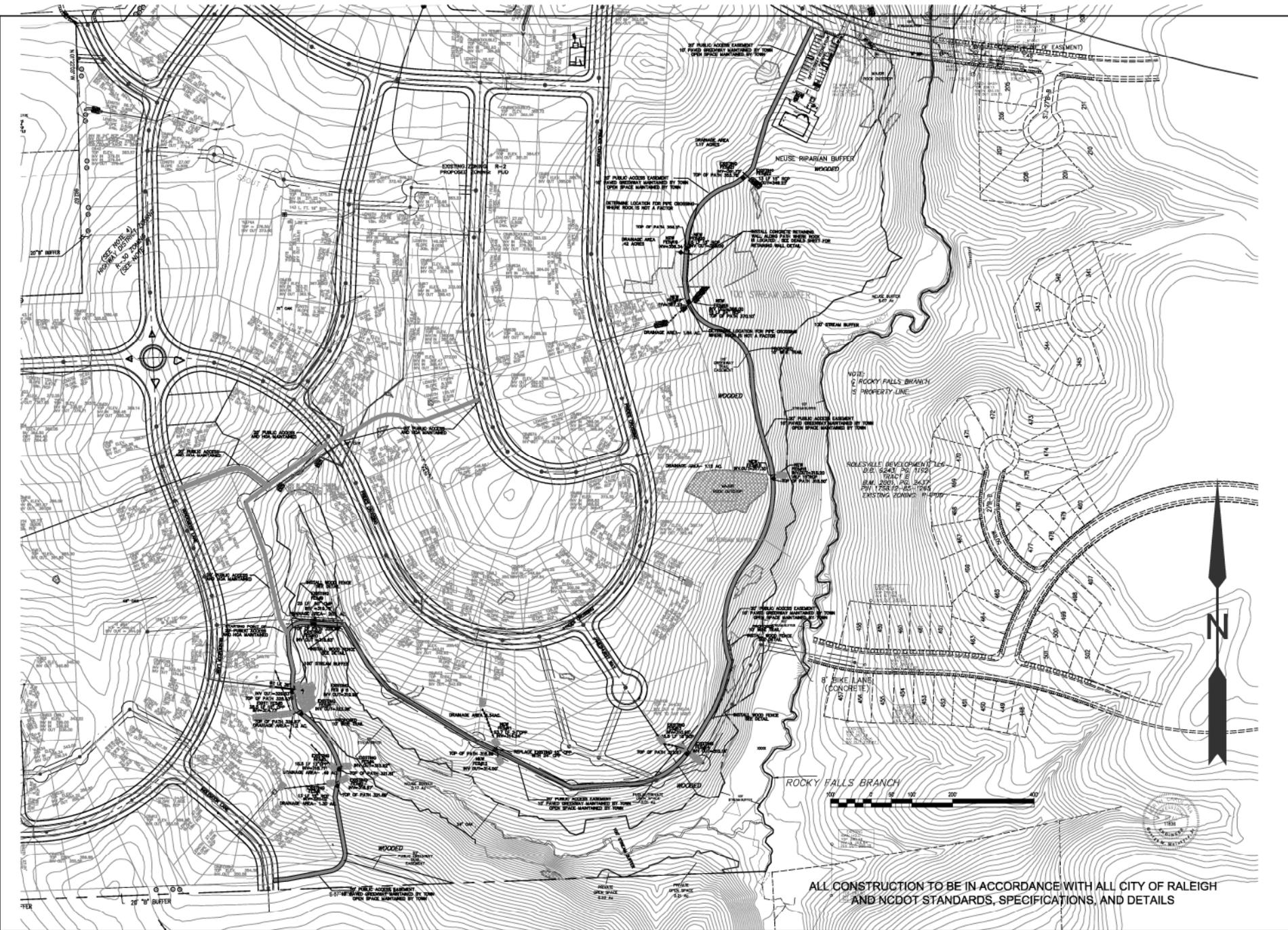


NO.	DATE	REVISION/DESCRIPTION
1	10/20/20	PRELIMINARY PLANS FOR CONSTRUCTION
2		
3		
4		
5		
6		
7		
8		
9		
10		

PRELIMINARY PLANS FOR CONSTRUCTION

**OVERALL TRAIL PLAN**  
 CARLTON POINTE SUBDIVISION  
 ROLESVILLE, NORTH CAROLINA

Job No. 3501  
 Dwg No. C-1



ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL CITY OF RALEIGH AND NCDOT STANDARDS, SPECIFICATIONS, AND DETAILS



**caENGINEERS, Inc.**  
 Professional Engineers  
 1233 Heritage Links Drive  
 Raleigh, North Carolina 27607  
 919-625-6755  
 CCA Engineers, Inc. All Rights Reserved  
 C-2151

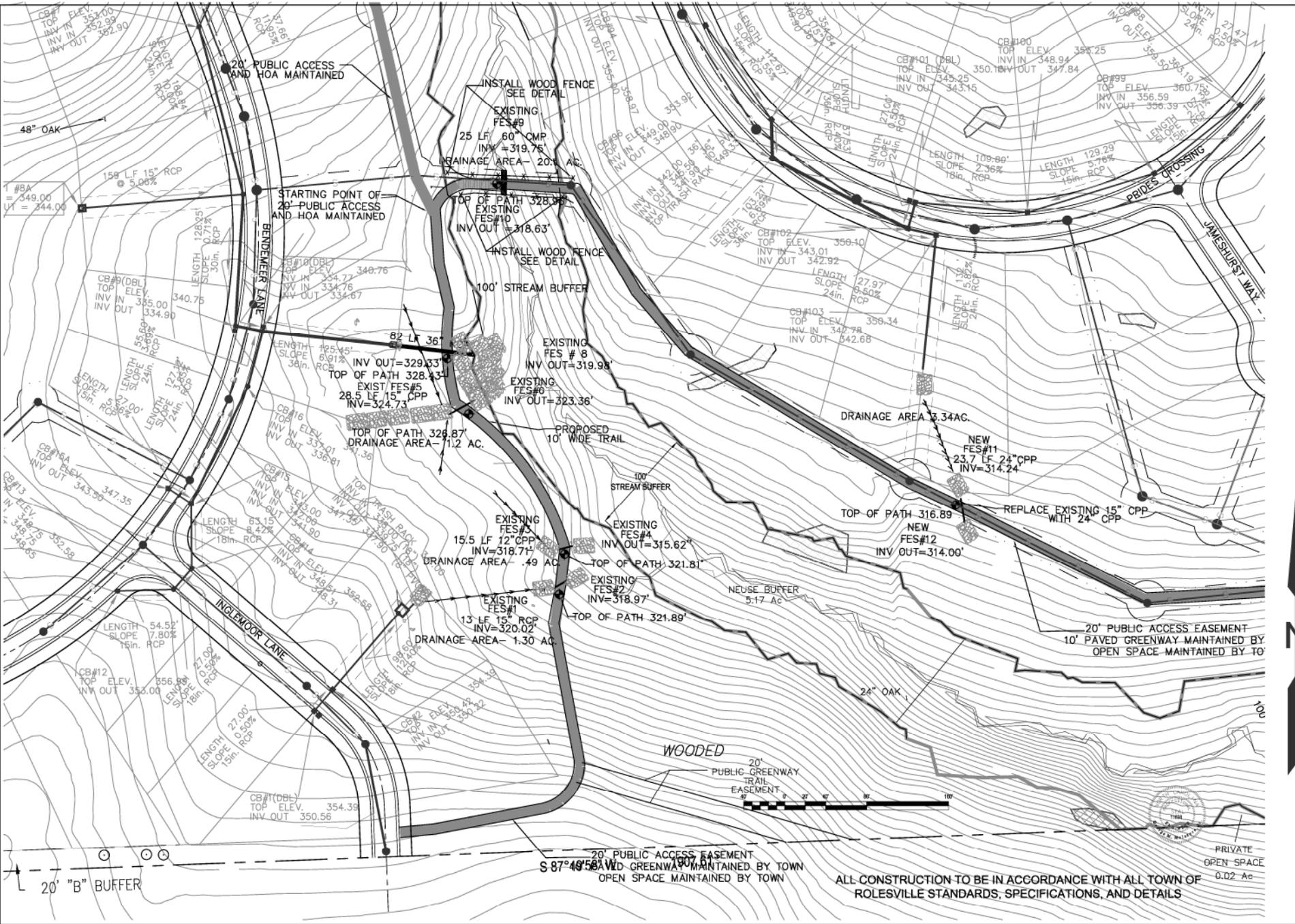


NO.	DATE	REVISIONS/NOTES
1	05/20/2018	FOR PERMITS
2	06/01/2018	FOR PERMITS
3	06/01/2018	FOR PERMITS
4	06/01/2018	FOR PERMITS
5	06/01/2018	FOR PERMITS
6	06/01/2018	FOR PERMITS
7	06/01/2018	FOR PERMITS
8	06/01/2018	FOR PERMITS
9	06/01/2018	FOR PERMITS
10	06/01/2018	FOR PERMITS

PRELIMINARY PLANS  
 NOT FOR CONSTRUCTION

**OVERALL TRAIL PLAN**  
 CARLTON POINTE SUBDIVISION  
 ROLESVILLE, NORTH CAROLINA

Job No. 3501  
 Dwg. No. **C-2**



**caENGINEERS, Inc.**  
 Professional Engineers  
 1233 Heritage Links Drive  
 Raleigh, North Carolina 27607  
 919-625-6755  
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 C-2151



NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT			
2	CONTRACT			
3	CONTRACT			
4	CONTRACT			
5	CONTRACT			
6	CONTRACT			
7	CONTRACT			
8	CONTRACT			
9	CONTRACT			
10	CONTRACT			
11	CONTRACT			
12	CONTRACT			
13	CONTRACT			
14	CONTRACT			

PRELIMINARY PLANS  
 NOT FOR CONSTRUCTION



**TRAIL BLOW UP-SECTION 1**  
 CARLTON POINTE SUBDIVISION  
 ROLESVILLE, NORTH CAROLINA

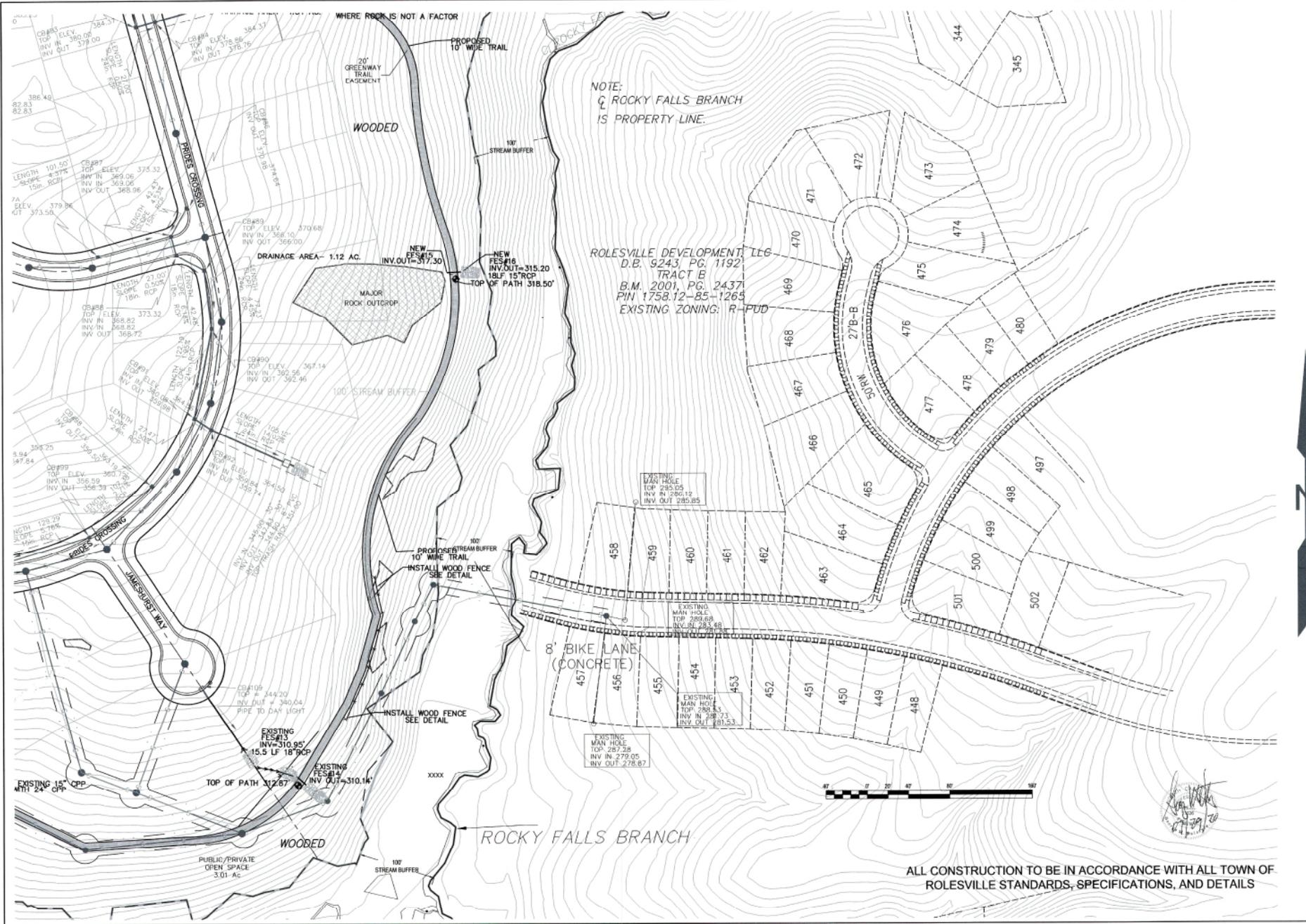
Job No. 3501  
 Dwg. No. C-3

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF ROLESVILLE STANDARDS, SPECIFICATIONS, AND DETAILS

PRIVATE OPEN SPACE 0.02 Ac

20' PUBLIC ACCESS EASEMENT TRAIL EASEMENT  
 S 87° 49' 58" W 907.61'





**caaENGINEERS, Inc.**  
 Registered Professional Engineer  
 12311 Highway 1, Lenoir, NC 27545  
 919-425-6755  
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 C-311

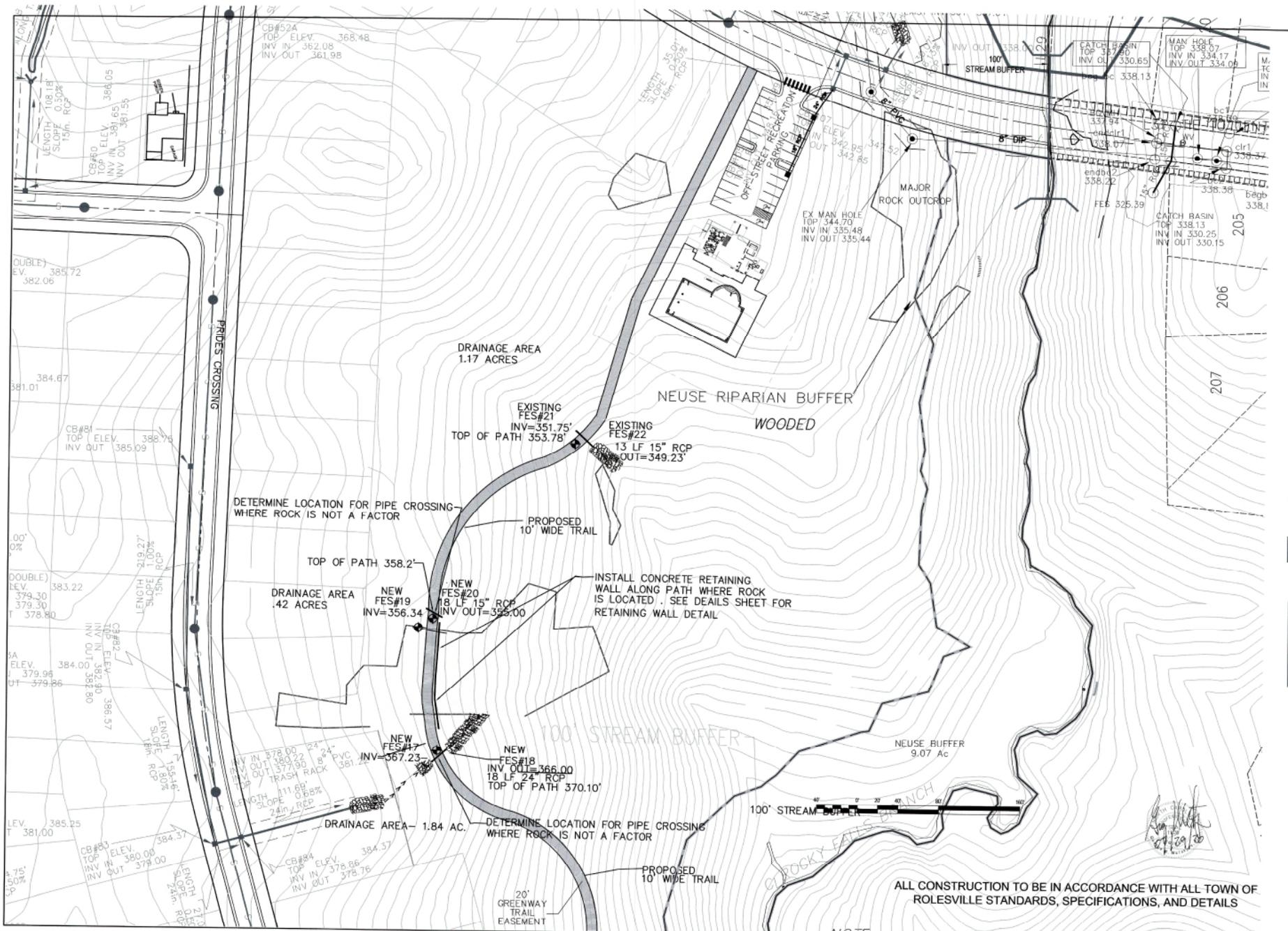


NO.	DATE	BY	DESCRIPTION
1	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
2	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
3	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
4	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
5	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
6	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
7	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
8	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
9	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)
10	08/20/2023	CAJ	FOR REVIEW ONLY (NO CD)



**TRAIL BLOWUP = SECTION 2**  
 CARLTON POINTE SUBDIVISION  
 ROLESVILLE, NORTH CAROLINA

Job No. 3801  
 Dig No. C-4



**CARY ENGINEERS, Inc.**  
 1233 HARRISBURG LANE DRIVE  
 WAKE FOREST, NORTH CAROLINA 27587  
 919-625-6735  
 © CARY ENGINEERS, INC. 03/19/2019  
 C-2151

NO.	DATE	BY	DESCRIPTION
1	03/19/2019	...	...
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PRELIMINARY PLANS  
 NOT FOR CONSTRUCTION



**TRAIL BLOW UP - SECTION 3**  
 CARLTON POINTE SUBDIVISION  
 ROLESVILLE, NORTH CAROLINA

Job No. 3501  
 Dwg No. **C-5**

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF ROLESVILLE STANDARDS, SPECIFICATIONS, AND DETAILS



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 Professional Engineers  
 1232 Heritage Links Drive  
 Wake Forest, North Carolina 27587  
 919-625-6755  
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 CC257



DATE	BY	DESCRIPTION
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design
11/04/2020	Professional Engineer	Final Design



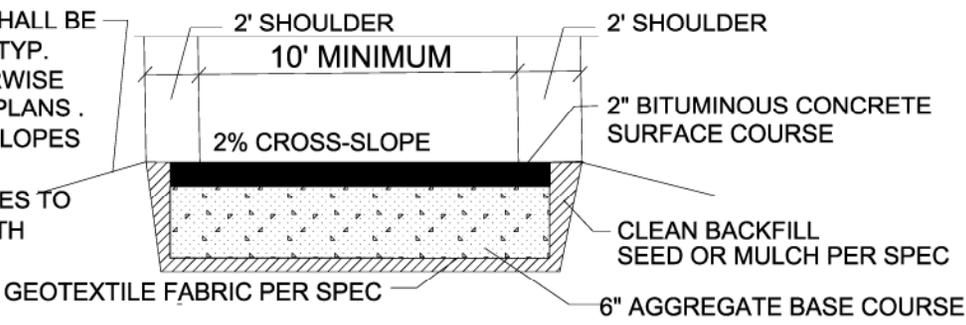
**Detail Sheet**  
 CARLTON POINTE TRAIL  
 ROLESVILLE, NORTH CAROLINA

Job No. 3001  
 Dwg No. D-1

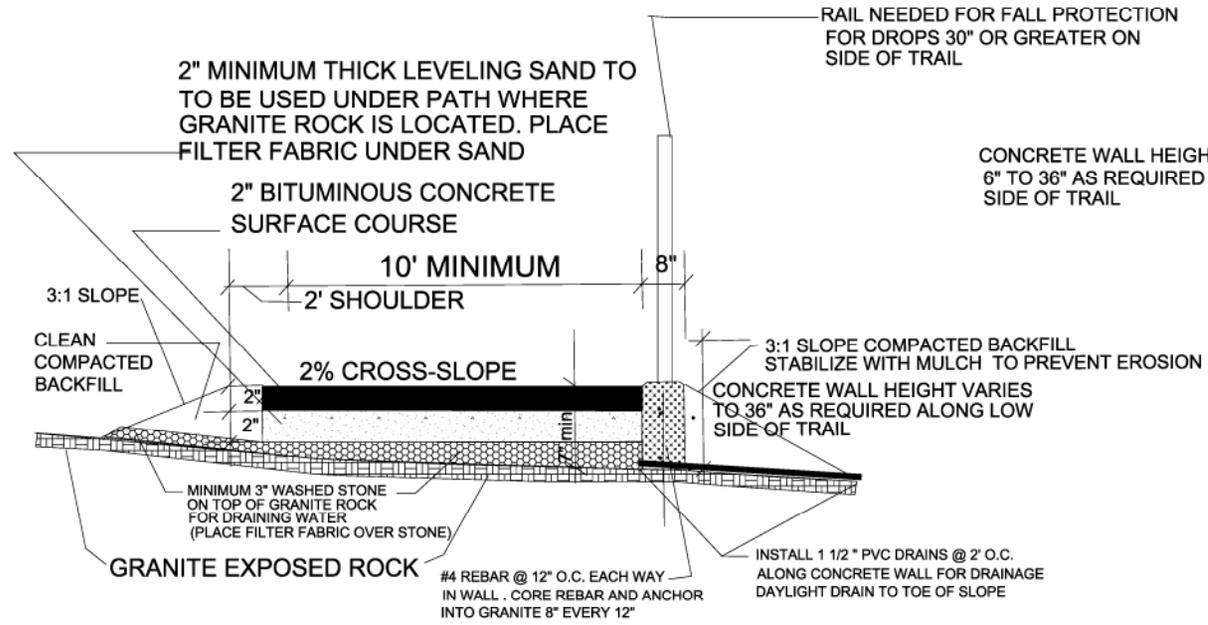


ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL TOWN OF ROLESVILLE STANDARDS, SPECIFICATIONS, AND DETAILS

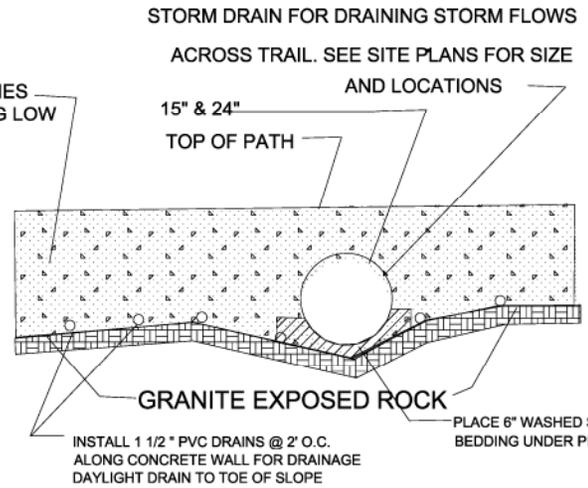
SIDE SLOPES SHALL BE LESS THAN 3:1 TYP. UNLESS OTHERWISE SPECIFIED ON PLANS. CUT AND FILL SLOPES SHALL TIE INTO EXISTING SLOPES TO CREATE SMOOTH TRANSITION



**TRAIL CROSS- SECTION**  
 NO SCALE



**TYPICAL TRAIL CROSS- SECTION @ ROCK FORMATION**  
 NO SCALE



**TYPICAL TRAIL CROSS- SECTION @ ROCK FORMATION**  
 PARALLEL WITH TRAIL  
 NO SCALE



# SPECIAL USE PERMIT CARLTON POINTE SUBDIVISION

SPECIAL USE PERMIT NUMBER: SUP 04-02

DATE: June 7, 2004  
November 1, 2004 (amended)  
May 17, 2005 (amended)  
June 6, 2005 (amended)  
July 7, 2006 (amended)  
March 17, 2009 (amended)

PROPERTY/DESCRIPTION: Candlegate/Carlton Pointe Subdivision

PIN NUMBER: 1758.11 56 6007 and 1758.04 54 3431

ZONING/ACREAGE: R&PUD

## SPECIAL USE PERMIT PROVISIONS:

1. The subdivision shall be in full compliance with Chapters 91, 92, and 93 of the Town of Rolesville Code of Ordinances unless otherwise noted within the conditions of this special use permit.
2. Permitted uses shall be limited to single-family residential, public or private open space, and public or private recreation.
- ③ Before the twenty-fifth (25) certificate of occupancy is issued of Phase 1, the developer shall make a payment of \$50,000 for the purpose of installing a traffic signal at the intersection of Jonesville Road and US Highway 401.
4. Before the twenty-fifth (25) certificate of occupancy is issued of Phase 1, the developer shall install a left and through directional and right directional turn lane for northbound traffic on Jonesville Road and any other road improvements indicated by the project's Traffic Impact Analysis by Kimley-Horn Associates.
5. Before the first certificate of occupancy is issued of Phase 1, the developer shall submit renderings of the distinctive uniform sign plan to be approved by the Town of Rolesville staff.
- ⑥ The approved "tot" lots within the subdivision shall have the materials seen in the submitted Tot Lot Exhibits 1 and 2. The tot lots shall be developed before the twenty-fifth (25) certificate of occupancy is issued of the corresponding phase.
7. Each garage and driveway shall contain a minimum of two (2) spaces.
8. The minimum heated livable home space for each dwelling shall be a minimum of:
  - a) 1,350 square feet for homes located on Type I lots; and
  - b) 1,900 square feet for homes located on Type II lots.
9. Home elevations provided within this development shall be generally consistent in style and appearance with the provided illustrative home elevations (35' and 50' Series Home Elevation Exhibits). Furthermore, homes shall adhere to the following design criteria:

- a) Entries: All homes shall have front porches and/or covered stoops at the front entry. Porches and stoops shall be covered with pitched roof elements and provide a minimum depth of four (4) feet;
- b) Building Materials: Front facades for each plan elevation shall provide a mix stone, brick, vinyl shake and/or vinyl siding.
- c) Garages: Must contain window elements for garage doors and wide enough to accommodate two (2) cars inside the garage, with two (2) separate doors, and two (2) cars in the driveway.
- d) Colors: primary colors shall consist of natural earthen tones. Accents and details consist of white, off-white or light colors. Painted front door and painted shutter colors shall match.
- e) Placement: Entries and front facades shall be located on lots so that they create visual interest, variety and appeal from the street. Varied setbacks and protrusions of the front façade may be provided to give variety along the streetscape. Identical home elevations shall be prohibited adjacent to one another.
- f) Roofs: Primary roof materials shall consist of gray or black shingles; secondary roofs may consist of either identical shingles or a standing seam metal/aluminum material with (copper, gray, black, tan, brown or green finish)
- g) Facades and Detailing: At least four (4) of the following elements shall be provided with each front façade: differentiated materials and colors; varied roof lines and pitches; dormers; window mullions; bay windows; patterned stone or brick work; planted foundation beds; pre-cast quoins; keystones; pre-cast accents; standing seam roofs; decorative arches; and shutters.

Prior to building permit submittals, each home elevation shall be reviewed by an Architectural Review Committee (ARC). The committee shall review the proposed plans to ensure the above design guidelines are met. The developer and/or the Homeowner's Association will govern the ARC.

- 10. Before the certificate of occupancies are issued for each individual lot, abutting street trees and front yard lot trees (to meet Town standards) shall be installed. Street trees and lot trees adjacent to bike paths along streets A and B shall be spaced in a manner that gives a uniform appearance and consistency with street trees on the opposing side of the street.
- 11. Open space areas indicated on the plan shall be preserved to maintain very steep slopes, significant tree cover, and streams. Grading for infrastructure will be permitted.
- 12. All greenway easements shall be deemed "public", be a minimum of twenty (20) feet in width, and shall be maintained by the homeowner's association. The easements shall be completed before the first certificate of occupancy is issued each corresponding phase. Any trails constructed for credit or reimbursement by the Town shall be constructed of a pervious surface approved by town staff.
- 13. Before the twenty-fifth (25) certificate of occupancy is issued, the developer, as offered, shall make a contribution in the amount of \$50,000 for the purpose of developing the Town Park facilities or other nearby recreational amenities.
- 14. Before final plat approval for each phase, the developer shall install signage and pavement markings, approved by Town staff, at all locations where the greenway easements cross all streets so as to assure safety at these locations.
- 15. Rocky Falls Branch Creek (along the eastern property line) shall have a minimum of a one hundred (100) feet buffer measured on each side of the stream.
- 16. The developer shall make a payment in lieu of the active usability ordinance requirement in the amount of \$51,925.

- ✓• \$17,308 shall be paid before the final plat is recorded on Phase 1
- ⊙ \$17,308 shall be paid before the final plat is recorded on Phase 2
- ⊙ \$17,309 shall be paid before the final plat is recorded on Phase 3

17. An eight (8) feet wide multi-purpose asphalt bicycle path shall be constructed along Jonesville Road. This path shall be constructed prior to the final certificate of occupancy of phase I, or the 50<sup>th</sup> certificate of occupancy, whichever occurs first.

18. Sidewalks to be provided as shown on the plan presented to the Board of Commissioners on June 6, 2005. A plan for alternative pedestrian circulation shall be prepared by the property owner and filed with the town by August 5, 2005 for review and approval by the Town Commissioners. If an alternative pedestrian circulation plan is not approved by the Town Commissioners within 180 days of June 5, 2005, sidewalks shall be required on both sides of all streets including cul-de-sacs unless a bike path is noted to be built

19. Where sidewalks and bike paths front the dwelling units, front walkways shall connect to sidewalks/driveways. The sidewalk at the front entry of a house may be built parallel or slightly angled to the front of the house and may connect to the driveway.

20. Before final plat approval, the developer shall submit to the Town the recorded covenants of the subdivision.

21. The site shall be "select graded" rather than mass graded. Grading shall occur for only the right-of-ways for streets, utility easements, slope easements, and the front setback envelope.

22. The development shall be consistent with the plans and required alterations as approved by the Town Board of Commissioners on June 7, 2004.

23. The development shall provide at least three (3) pedestrian connections to the public greenway easement indicated in condition # 12.

24. The minimum and average lot sizes for single-family residential uses shall be:

- a) Type I Lots – 6,600 minimum sq. ft. with an average of no less than 7,200 sq. ft.; and
- b) Type II Lots – 8,400 minimum sq. ft. with an average of no less than 10,000 sq. ft.

25. One (1) street connection to the stub out located within the Village of Rolesville (titled Virginia Water Drive) shall be constructed within twelve (12) months after the approval from the Division of Water Quality concerning the stream crossings. One (1) eight (8) feet wide sidewalk shall be constructed along the crossing using standard style curbing and guttering.

26. The development shall have no more than three hundred (300) lots.

27. Plat amended to show only one entrance on Jonesville Road. The most northern entrance, noted at Street D on construction drawings dated 1/12/06, will have an access on Jonesville Road. The most southern entrance, noted as Street C, will be a cul-de-sac.

28. Jonesville Road improvements will consist of

- ✓a). fifteen (15) feet of right-of-way land dedication;
- ⊙b). a pervious compacted trail built from the Street C cul-de-sac, along Jonesville Road, and up to Street D in lieu of a sidewalk, and
- ✓c). a five (5) feet wide sidewalk built from Street D to the applicant's most northern property line on Jonesville Road.

We certify that this is the official copy of the approved special use permit conditions for the above-referenced case



Frank Eagles  
Frank Eagles, Town of Rolesville Mayor

3/18/09  
Date

Lynn House  
Lynn House, Town of Rolesville Clerk

3/18/09  
Date

Reviewed and acknowledged by the property owner:

MORTON SILBERBERG  
Printed Name

Morton Silberberg  
Signature

MARCH 18, 2009  
Date



## Memorandum

**To:** Mayor and Town Board of Commissioners  
**From:** Danny Johnson, AICP, Planning Director  
**Date:** August 13, 2020  
**Re:** Case PR 20-03, The Preserve at Jones Dairy Road (South) Preliminary Subdivision Plat (Quasi-Judicial)

Preliminary Subdivision Plat – Major Subdivision approval for 216 residential single-family lots located in Residential and Planning Unit Development Zoning Districts (R&PUD) located on the Southside of Jones Dairy Road, east of Averette Ridge Subdivision on a parcel of 54.01 acres, Wake County PIN 1759888905, 1759888240 & 1759786199. (*Quasi-Judicial Site Plan approval process required by Special Use Permit 18-05*)

### **Background**

#### **Applicant and Property Owner**

Stephanie Mullen Davis and John Hugh Davis, Property Owner  
Perry Family Farm LLC, Property Owner  
Preserve at Jones Dairy, LLC, Developer/Applicant

### **Request**

A request is for a preliminary subdivision plat approval as a quasi-judicial site plan approval process required by Special Use Permit 18-05, provision 10. The proposed preliminary subdivision plat is for construction of 216 residential single-family lots located on 54.01 acres zoned Residential and Planning Unit Development Zoning Districts (R&PUD). The proposed preliminary subdivision plat is following the approved SUP 18-05 PUD Master Plan for The Preserve at Jones Dairy Road (South). The proposed Preliminary Subdivision Plat meets all the provisions of the Rolesville Unified Development Ordinance with proposed public streets, sidewalks, greenway, mail kiosk parking, and contains 14.2% of open space area, 10% required by the UDO. The Board of Commissioners can approve the proposed Preliminary Subdivision Plat as part of a site plan approval process as per SUP 18-05.

### **Thoroughfare Plan**

#### **Jones Dairy Road**

The 2002 Rolesville Transportation Plan calls for street improvements for this portion of Jones Dairy Road. This will require road-widening and right-of-way dedication for the developments for one-half of street improvements for four travel lanes with a center turning lane including curbing and gutter with sidewalks on both sides.

### **Traffic Impact Analysis (TIA)**

The professional project engineer prepared an analysis for the Traffic Impact Analysis for the proposed PUD master plan and the site plan. As results of the approved SUP 18-05 PUD Master Plan, the following condition was included:

“Provision 9. The Town reserves the right and may request a valuation of Jones Dairy and Averette Road intersection after 24 months of the first issued Certificate of Occupancy for any uses completed for The Preserve at Jones Dairy Road either South or Central portions when there is evidence of developing traffic congestion or safety issues at this intersection that would merit warrant of a traffic light as recommended by The Preserve at Jones Dairy Road Traffic Impact Analysis Report (TIA). All costs, including installing the traffic light improvement with metal poles and metal mast arms, are the responsibility of the developer. After the first request for revaluation, the Town can call for additional requests for revaluation based upon the evidence of developing traffic congestion or safety issues after the previous revaluation until all the recommended improvements of the TIA report are completed.

### **Neighborhood Meeting**

A neighborhood meeting was held on February 25, 2020, at 7:00 pm at Rolesville Community Center. A summary report of the meeting is included in the attachments.

### **Technical Review Committee**

The Technical Review Committee has reviewed the proposed Preliminary Subdivision Plat. It determines that it meets all the requirements of the UDO, City of Raleigh Public Utilities requirements, and reviewed by the NCDOT District Office, Wake County Environmental Services, Wake County Fire Marshal office with a recommendation from all members of the TRC for approval.

### **Planning Staff Recommendations**

Planning Staff concludes the proposed Preliminary Subdivision Plat meets the standards of the Town’s Unified Development Ordinance and recommends approval of the proposed preliminary subdivision plat.

### **Board Options**

- Approved the Preliminary Subdivision Plat based on no new information presented at the public hearing and determine that the Plat will meet the requirements of the Town’s Unified Development Ordinance.
- Approved the Preliminary Subdivision Plat with modifications in consideration of the new information presented at the public hearing that was not present at the Special Use Permit 18-05 hearing.

- Denied the Preliminary Subdivision Plat based on the new information presented at the public hearing that was not present at the Special Use Permit 18-05 hearing with the stated reason for denial.

**Suggested Town Board motion**

I move based on the quasi-judicial site plan public hearing required by Case SUP 18-05 for the approval of PR 20-03, The Preserve at Jones Dairy Road (South) Preliminary Subdivision Plat with the evidence and testimony received at the hearing to determine the findings of fact.

**Attachments**

PR 20-03 Location Aerial Map

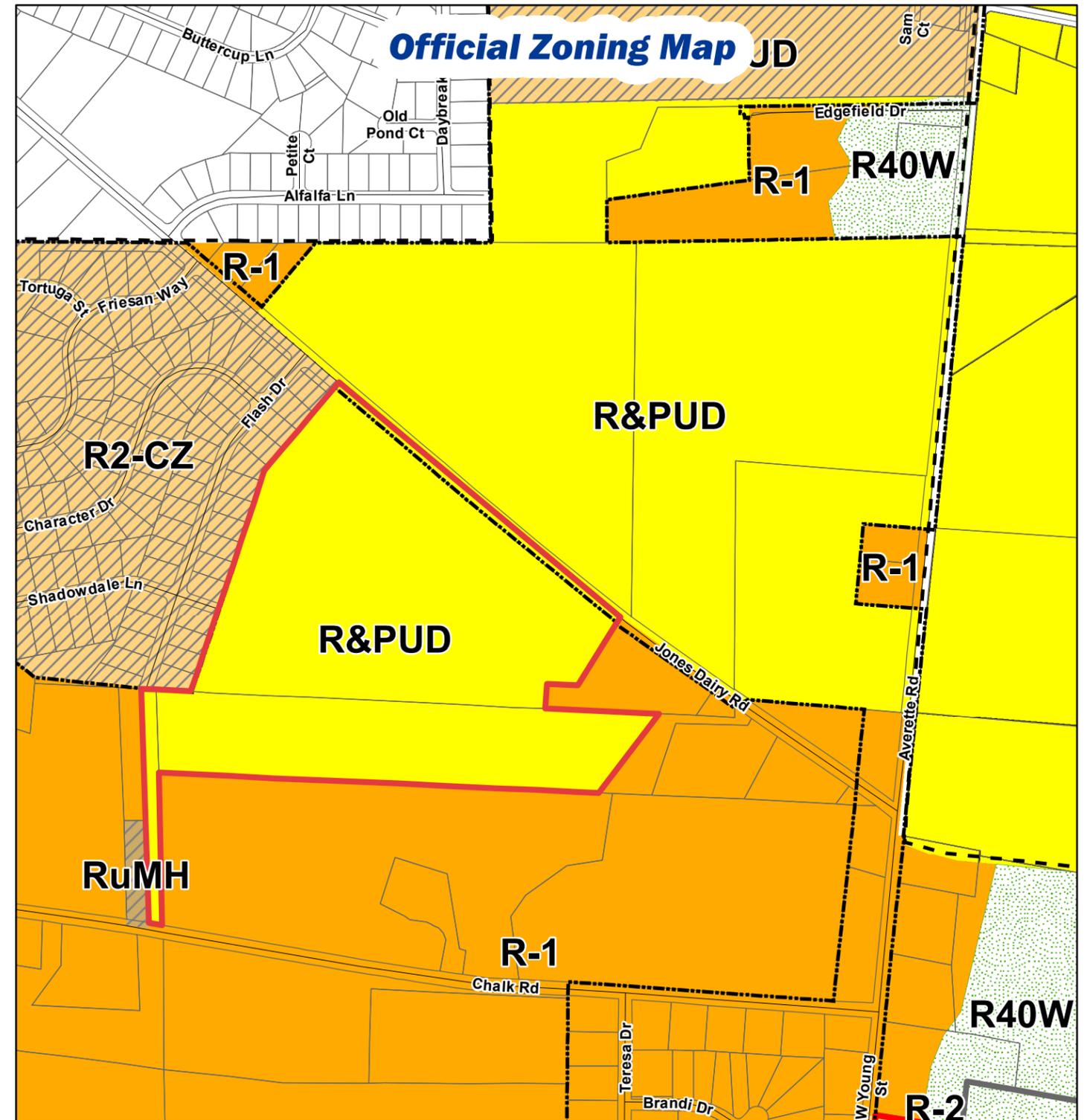
PR 20-03 The Preserve at Jones Dairy Road (South) Preliminary, Preliminary Subdivision Plat

PR 20-03 The Preserve at Jones Dairy Road (South) Preliminary, Preliminary Subdivision Plat Application

PR 20-03 The Preserve at Jones Dairy Road (South) Preliminary, Neighborhood Meeting Summary

# PR 20-03 The Preserve at Jones Dairy Road - South

## Preliminary Subdivision Plat Request



### Legend

- Subdivision Location
- Rolesville Town Limits
- ETJ





Case No. PR-20-03

Date 2/3/2020

# Development Plan Review Application

**Project/Development Name** The Preserve at Jones Dairy Road - South

Application Type  Sketch Plan  Preliminary Plat  
 Construction Drawings  Final Plat

## Contact Information

Property Owner Preserve at Jones Dairy LLC

Address 10534 Arnold Palmer Drive City/State/Zip Raleigh NC 27617

Phone 919- 491-0761 Email Steve. Macko14@gmail.com

Developer Preserve at Jones Dairy LLC

Contact Name Glen Hartman

Address 10550 Arnold Palmer Drive City/State/Zip Raleigh NC 27617

Phone 919-422-1847 Email Glen.Hartman@capitolcity=Homes.com

Design Engineering Company Caa Engineers

Contact Name Keith Gettle P.E. / Mac McIntyre P.E.

Address 4932 b Windy Hill Drive City/State/Zip Raleigh NC 27614

Phone 919 210 3934 Email kgettle@caaengineers>com

## Property Information

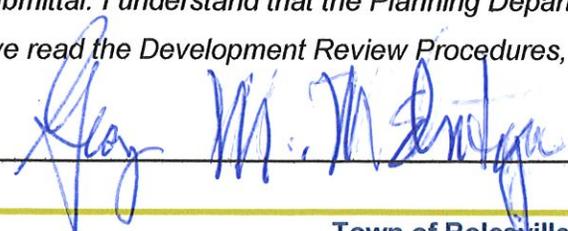
Wake County PIN(s) 1759888905,1759888240 Address Jones Dairy Road

Total Property Acreage 54.01 Acres Total Phases 3 Phases

Total Lots 217 Lots Average Lot Size 7,200 SF

Smallest Lot Size 6,000 SF Largest Lot Size 18,997 SF

*I, as owner, developer, engineer, and/or agent, understand that I am responsible for all review fees due at the time of plan submittal. I understand that the Planning Department will not review my plans until I remit payment. I have read the Development Review Procedures, and I understand the review processes and requirements.*

Signature  Date FEB 3, 2020

Town of Rolesville Planning

PO Box 250 / Rolesville, North Carolina 27571 / RolesvilleNC.gov / 919.554.6517

02/25/20

## **Rolesville Neighborhood Meeting**

Ken Edwards Introduction

- Introductions
- Scope of the property and project

### **Questions**

1. Which section will start first?
  - a. Not 100% sure but our thinking at this point is to start with the South and possibly the central
2. What are the price ranges?
  - a. Various pricing but we are being told the market can support \$330k - up to \$400k
3. Hopes the HOA will require standards for fencing
  - a. We will have a tight HOA and will follow common guidelines but will take the fencing concerns into consideration
4. What are the lot sizes?
  - a. 6000 sqft minimum
  - b. a few of the lots are up to 2/3rds of an acre
5. We are bottlenecked at main street – how does the town support the increase of people
  - a. Ken response – outside of scope of this project
6. You're going to finish development in 5 years?
  - a. Best case scenario 5 years but could go out as long as 8 years.
7. What will the homes be covered in?
  - a. Still up for discussion on outside of homes
  - b. Considering multiple options including vinyl
8. Will the homes be consistent throughout the sections?
  - a. We have examples of the homes on the tables but we have not decided on the builders at this point
9. How much will the townhomes cost
  - a. The market will determine this but they most probably will range from \$179k – \$250k
10. Is Robert Jones still involved?
  - a. Robert involved until the closing of the land and then not afterwards
11. Are the sewer utility easements within the roads
  - a. The goal is to put the sewer in the right of way of the road wherever possible
12. Would the construction traffic be on Alfalfa?
  - a. Generally the construction traffic will come from the new development
13. Where will the phases be in the Central?

- a. Pointed out rough phases on the central section on the foam board to the crowd
- 14. Questions on sewer connections to Daybreak road
  - a. Pointed out the proposed path
- 15. Asked about speeding cars speeding on straight-aways
  - a. DOT mandates no speed bumps on DOT maintained roads
- 16. Will this development affect my water pressure?
  - a. No Raleigh maintains the pressure requirements of the water lines
- 17. When do you anticipate the stop light going in at Jones Dairy Road?
  - a. will be at some point after building home begins
- 18. Will road widening will only be to the end of the development?
  - a. Yes that's correct
- 19. Will DOT be monitoring traffic regularly
  - a. Yes as a matter of practice the DOT conducts surveys
- 20. Will there be a buffer for the houses on the Alfalfa lots?
  - a. Not as planned
- 21. How will the road widening be addressed?
  - a. We discussed phasing of the road widening on Jones Dairy Road to initially install a center turn lane for the initial phases and complete remaining road widening as required by the NCDOT and Traffic consultant as phases are developed
- 22. There were discussions with the adjacent neighborhood on the southern section to select certain shrubs and tree types to provide the best possible buffer between the two developments.
  - a. We discussed certain tree selection to accommodate a more dense buffer.



## Memorandum

**To:** Mayor and Town Board  
**From:** Mical McFarland, Comm. & Econ. Development Manager  
**Date:** August 18, 2020  
**Re:** Agenda Item C.3. Cobblestone Project at Young and Main Street

### Background

The Town and the developer known as Lafayette, Inv. and as Cobblestone Crossing of Rolesville, LLC have been working together in good faith and due diligence these past few months to draft an economic development agreement and a purchase and sale agreement.

Both parties have agreed to partner together to build a downtown/town center mixed-use development in the Northwest quadrant of the Young and Main Street intersection to accommodate a variety of uses – commercial, residential, retail, and government.

At the July 21 Town Board meeting, the developer gave a presentation of the project and the Board also reviewed a draft of the economic development agreement. This agreement identifies the responsibilities and obligations of both parties in partnering together, and outlines the commercial development incentives offered by the Town.

The agreement (attached herein) has been updated to reflect comments from the Board on July 21 and Cobblestone's latest site plan (also attached).

Since the July 21 meeting, the developer hosted a virtual session on August 11 for the public to learn more about the project. This August 18 meeting is an opportunity to discuss the project further and ask any remaining questions about the development.

A number of public hearings are also required when an economic development agreement and purchase and sale agreement are being considered by the Town:

- Public hearing to designate the Town-owned land for economic development purposes.
- Public hearing to appropriate funds for economic development which includes the sale of real estate and the incentives outlined in the economic development agreement.
- Public hearing to enter into an economic development agreement.

Some of these hearings can be combined but require separate votes.

### Board Options

If the Board is ready to consider entering into a development agreement, these hearings will need to be scheduled in advance of adoption. At its discretion, the Board may wish to direct staff to schedule hearings in the September/October/November timeframe.

Future Board meetings include September 15, October 6, October 20, November 3, and November 17.

### Relationship to Current Budget/Goals

This project will bring new commercial development to Rolesville, increasing the Town's commercial tax base. It also creates diverse housing options in a walkable environment with gathering spaces adjacent to Main Street Park.

This is an opportunity for the Town to participate in the project and promote community and economic development. Through its participation, Rolesville is in a position to increase its attractiveness to visitors and residents and elevate the economic vitality of the entire community by promoting its Town Center.

### Recommended Action

N/A

### **Attachments:**

1. Latest Cobblestone Project Site Plan
2. Updated Draft Economic Development Agreement

**OVERALL SITE DATA**

SITE AREA (TOWN OF ROLESVILLE) 10.96 AC (477,418 SF±)  
 P.I.N. (TOWN OF ROLESVILLE) 1769-01-0454, 1769-01-4357, 1769-01-3355  
 1769-01-3468, 1769-01-2542, 1769-01-3520  
 1769-01-4654, 1769-01-5454, 1769-01-5408, 1769-01-4576

ZONED: INDUSTRIAL, COMMERCIAL-CZ, COMMERCIAL (TOWN CENTER OVERLAY)  
 PROPOSED USE: RESIDENTIAL, MIXED USE

TOWNHOMES: 12 UNITS  
 APARTMENTS: 182 UNITS  
 RESIDENTIAL DENSITY: 17.7 UNITS/ACRE

RETAIL/COMMERCIAL: 40,900 SQUARE FEET  
 MUNICIPAL FLEX SPACE: 18,200 SQUARE FEET  
 FLEX SPACE: 3,800 SQUARE FEET  
 TOTAL: 62,900 SQUARE FEET

EVENT SPACE: 0.44 ACRES/ 18,976 SQUARE FEET

**Cobblestone Village Parking Study**  
 July 20, 2020

**Total Square Footage and Unit Tabulation**

Building	Restaurant SF			Office SF	Retail SF	Flex SF	Residential Units
	Standard	Reduced	pm only				
Building 1							40
Building 2					8,300		18
Building 3					9,800		15
Building 4				18,200			4
Building 5					3,800	3,800	36
Building 6					19,000		40
Building 7							12
Townhomes							12
<b>Total</b>				18,200	40,900	3,800	190

**NON-OPTIMIZED Single-Use Parking Requirements**

Parking Coefficient	0.00	0.01	0.02	1,000 SF	1,200 SF	1,500 SF	1.871 per unit	Total
Parking Count	0	0	0	46.00	137.00	13.00	355.3	552
							Single-Use Required	

**OPTIMIZED Peak Hour Percentage Factors**

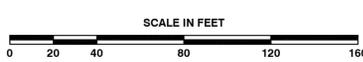
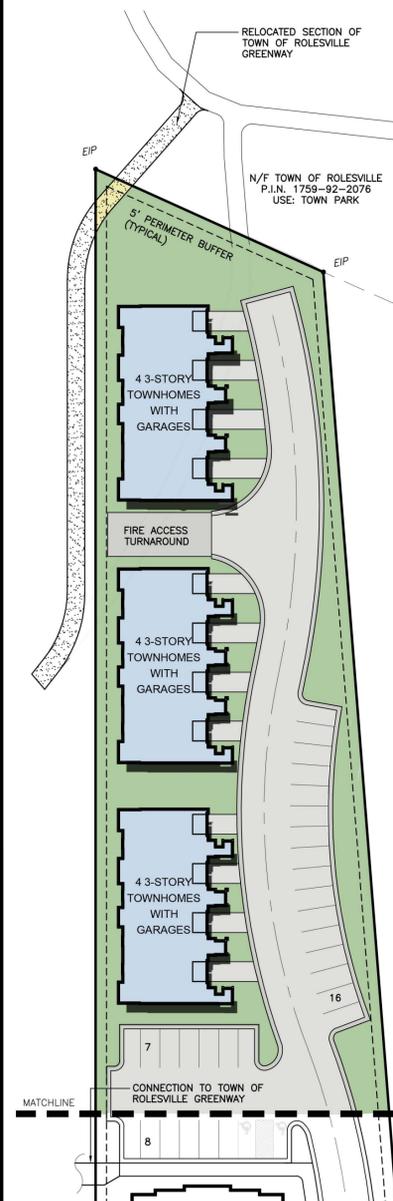
TIME	% of peak demand	pm only	% of peak demand	Total Hourly				
6:00 AM	0%	0	3%	2	0%	0	100%	355.3
7:00 AM	8%	0	20%	10	8%	11	20%	2.6
8:00 AM	18%	0	63%	29	18%	25	63%	8.2
9:00 AM	42%	0	93%	43	42%	58	93%	12.1
10:00 AM	68%	0	100%	46	68%	94	100%	13.0
11:00 AM	80%	0	100%	46	80%	110	100%	13.0
12:00 PM	90%	0	90%	42	90%	124	90%	11.7
1:00 PM	90%	0	90%	42	90%	124	90%	11.7
2:00 PM	86%	0	97%	45	86%	117	97%	12.6
3:00 PM	80%	0	93%	43	80%	110	93%	12.1
4:00 PM	85%	0	77%	35	85%	117	77%	10.0
5:00 PM	79%	0	47%	22	79%	109	47%	6.1
6:00 PM	62%	0	23%	11	62%	113	23%	3.0
7:00 PM	89%	0	7%	4	89%	122	7%	0.9
8:00 PM	87%	0	7%	4	87%	120	7%	0.9
9:00 PM	61%	0	3%	2	61%	84	3%	0.4
10:00 PM	32%	0	3%	2	32%	44	3%	0.4
11:00 PM	13%	0	0%	0	13%	18	0%	0.0
12:00 AM	0%	0	0%	0	0%	0	0%	0.0

**Peak Demand Required** 469

Parking Provided:  
 On-Site 484  
 On-Street 26

**Total Parking Provided** 510

Assumptions:  
 Townhomes include 2 guest spaces (10% of requirement).  
 Parking requirements based on current City of Raleigh UDO.  
 Accessible Spaces: 11 Required / 25 Provided  
 40 Bicycle Spaces are provided.



**BASS, NIXON & KENNEDY, INC.**  
**CONSULTING ENGINEERS**  
 6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607  
 TELEPHONE: (919)851-4422 FAX: (919)851-8968  
 CERTIFICATION NUMBERS: NCBELS (C-0110); NCBOLA (C-0267)

**COBBLESTONE VILLAGE**  
**MIXED USE DEVELOPMENT**  
 TOWN OF ROLESVILLE, WAKE COUNTY, NORTH CAROLINA

**MP.1**

**MASTER PLAN**

SCALE: 1" = 40'

CHECK BY: MDB

DATE: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

NO. \_\_\_\_\_

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

REVISIONS: \_\_\_\_\_

03-19157 JOB NO. 07-13-20 DATE DRAWN BY RAB

TOWN OF ROLESVILLE PROJECT NO. SUB-S-66-2018

## Development Agreement

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** is made effective as of \_\_\_\_\_, 2020 by and between the Town of Rolesville, a North Carolina municipal corporation (the “**Town**”), and Cobblestone Crossing of Rolesville LLC, a North Carolina limited liability company (“**Cobblestone**”).

### **RECITALS**

The parties have engaged in a series of discussions concerning an economic development project whereby:

- The Town will sell to Cobblestone the properties located near the intersection of Main and Young Streets in downtown Rolesville, North Carolina (collectively the “Property”), as illustrated on the “Vicinity Map” attached as Exhibit A.
- Cobblestone will partner with the Town to build a Town Center Project (the “Project”) on the Property. The Project will include space for residential, commercial, government and public uses.
- Cobblestone will entitle, design, and build the Project all as further described in this Agreement.

Cobblestone has an agreement to acquire the Property from the Town pursuant to a Purchase and Sale Agreement dated as of an even date herewith (the “Purchase Agreement”). As a part of the Project, the Town will occupy a “Municipal Facility” within the Property as more particularly set forth in this Agreement.

**NOW, THEREFORE, the parties agree as follows:**

**1. Cobblestone will provide an initial development plan not later than August 18.**

a. Schematic design. Cobblestone will provide an initial schematic design of the Project to the Town not later than August 18, 2020. This schematic design will contain a level of detail substantially consistent with that described in the map previously provided by Cobblestone and referred to as the “July 13 elevations.” This initial design must include the following features, in all cases reasonably acceptable to the Town:

- A specified site within the Property for the Town’s veterans’ memorial
- At least 40,900 square feet of commercial space distributed among at least five buildings
- No more than 194 dwelling units (182 apartments and 12 townhomes) distributed among not more than nine buildings (including both buildings used solely for residential purposes and those with mixed use). None of the buildings with a residential component may rise more than 3 additional stories above a ground story.
- A specified site within the Property acceptable to the Town for the “Municipal Facility,” as further described in Section 2 below
- A specified site within the Property acceptable to the Town for the public event space, as further described in Section 3 below
- A cornerstone town space that will have a clock tower and other signage referring to the Town by name. The Town and Cobblestone will work together for the final design of these features.
- Identification of all street lead-ins to the Property from existing streets
- The design may not show diagonal on-street parking on Main Street.
- Dedicated parking area for electric vehicle charging and bicycle parking

- Parking plans for weekday, weekend, and event parking that is consistent with Town parking standards
- Preservation of the Town’s existing trail in the northwest corner of the Property, either by leaving the existing trail outside the footprint of new buildings or showing the re-routing of the trail. Cobblestone shall pay the cost of any re-routing and development of the new trail to the standards of the existing trail. If Cobblestone chooses the re-routing option, Cobblestone must dedicate the redeveloped trail space to the Town at no cost. The Town will then be responsible for maintenance of the trail space.

b. Additional information. When Cobblestone presents the schematic design, Cobblestone must also provide the Town with the following:

- Its plans for the accommodating the Privette Insurance building into its development, either by leaving that building in place or by presenting its plan for the removal of the building.
- A copy of any signed agreement with the owners of the Privette Insurance Building concerning the redevelopment of the Privette Insurance Building and or any parking or access agreements that be required.
- Its plans for accommodating the building located at 113 West Young Street into its development, or its plans to relocate (but not demolish) that building.
- Its plans to develop the “Broughton Property”.
- An updated Project Pro Forma, that will be reviewed by an independent financial consultant of the Town’s choosing.
- Its timeline for the key steps in the development.

c. Effect of the deadline. Cobblestone has no further rights under this Agreement if this schematic design is not presented to the Town by August 18.

**2. Additional requirements for the Municipal Facility**

The Project will contain a specified site within the Property acceptable to the Town for the “Municipal Facility.” The Municipal Facility will comprise approximately 8,000 to 12,000 square feet. The Town will develop the final space programming and design for the facility. The Town will consider the following options for ownership of Municipal Facility:

a. Cobblestone will own the Municipal Facility and lease it to the Town.

Cobblestone will provide for the Municipal Facility to be available for Town occupancy within three years of the date of this Agreement. The Municipal Facility will be designed to meet the Town’s specifications. Town will develop the final space programming and design for the facility, and will develop the plans for a facility of approximately 8,000-12,000 square feet that will have offices for the Town’s parks and recreation department, along with additional office, classroom and programming space.

The Town will lease the completed Municipal Facility for period of at least 10 years and not to exceed 20 years, as the parties may agree. After 10 years, either the Town or Cobblestone may terminate the lease by giving a 1 year notice of intent to terminate. The lease payments will be as the Town and Cobblestone may determine, but will be at least sufficient to amortize the complete building cost over the lease term (including architect, engineering and other “soft” costs and reasonable actual or imputed interest costs, but not including land costs).

The parties acknowledge that under current law, this lease by the Town may require the approval of the North Carolina Local Government Commission (the “LGC”). Although the Town cannot guarantee any result of the LGC approval process, the Town expects that the Town will be able to obtain the required approval. The parties acknowledge that under current LGC procedures, the Town will be unable to receive LGC approval until the parties have determined fixed lease payments and Cobblestone has a guaranteed maximum price contract in hand for construction of the Municipal Facility. The Town will pursue the LGC approval process with due diligence at the appropriate time.

In addition, the parties acknowledge that under current law, given the Town’s participation in designing the facility and making amortizing lease payments, the construction of the Municipal Facility may require the same approach to design and

project bidding as if the Town were building the building directly. Also, under current law, (a) lease payments cannot begin until the building is available for the Town's occupancy, and (b) lease payments cannot continue if the building is unavailable for the Town's use (such as after a casualty loss), in either case unless the Town's lease payment obligations are generally subject to the annual appropriation of funds.

b. The Town will own the Municipal Facility. Cobblestone will deed to the Town the site specified for the Municipal Facility in the July 13 elevations. The Town will construct, design, and develop the final space programming for an 8,000-12,000 square foot facility. The final space programming and design for the facility will include plans to serve some or all of the following components:

First, offices for the Town's parks and recreation department, along with additional office, classroom and programming space.

Second, a gymnasium and commercial kitchen facilities suitable to accommodate group events commensurate with the size of the gymnasium

### **3. Additional requirements for the Event Space**

a. Cobblestone will provide within the Property a space of approximately 1 acre suitable for outside public gathering and events (the "Event Space"), including at least 18,976 square feet of dedicated green event space as shown in the July 13 elevations. The event space can be a combination of grassy areas and hardscape areas suitable for use as parking when not being used for events. The Town and Cobblestone will work together to determine the final design of the Event Space, and will begin this work promptly after this Agreement is executed and delivered.

b. Cobblestone, at its own expense, will maintain the Event Space in a safe and well-maintained condition, to include safe lighting, appropriate signage, safe walking surfaces, maintained grass and other vegetation, and proper drainage. Cobblestone shall maintain the Event Space to the same condition as the Town applies to Town park property. The parties will meet at least annually in the second week of January to discuss maintenance for the Event Space.

c. In addition, at its own expense, Cobblestone will maintain appropriate liability insurance against risks related to the Event Space and will designate the Town as an additional insured with respect to those risks.

d. The Town will have the exclusive right to use the Event Space for 21 calendar days each calendar year, including at least 15 days that constitute holidays or weekend days. The Town will be responsible for any setup or breakdown costs related to its use of the event space. The parties will meet annually on or about each September 1 to agree upon Town use dates for the following calendar year.

**4. Cobblestone will provide first phase design by (thirty days after this Agreement is effective).**

a. Not later than \_\_\_\_\_, 2020 (*thirty days after this Agreement is effective*), Cobblestone will provide drawings, plans and technical information sufficient to constitute a formal application to the Town's Technical Review for its consideration of Cobblestone's first planned phase of Project development.

b. The first phase must include (i) at least 22,750 square feet of planned commercial space [*one-half of the total*], (ii) the Municipal Facility (iii) the Event Space, (iv) the Privette Building disposition, and (iv) the disposition of the building at 113 West Young Street. There is no limit on the amount of residential space or units that may be included in the first phase.

c. Cobblestone shall not apply for a permit for grading or other site work until Cobblestone has confirmed to the Town that Cobblestone has received appropriate construction drawings and entitlements to begin construction on at least one building on the Property. Any amount of grading or other site work must be reasonable in scope and nature in light of entitlements received to the time of the work.

**5. Other Cobblestone requirements**

a. Materially consistent. Each stage of Project development must be consistent in all material respects with the schematic design prepared in accordance with Section 1.

b. Function of intersections. Upon each application for an entitlement, Cobblestone must supply a traffic impact analysis or other information acceptable to the Town projecting that any intersection of Young or Main Streets with the Property will have no adverse effect on the function level of those intersections (such as maintaining a Level B or Level C function, as may be the case, or improving the function level).

c. Requirements for additional phases. Cobblestone shall apply for entitlements of subsequent development phases within 90 days of obtaining a certificate of occupancy for the final building in the previous phase. Cobblestone may not divide the Project development into more than three phases. When applying for an entitlement Cobblestone shall provide the Town with Cobblestone's estimated development timeline for the phase. Cobblestone will pursue development according to that timeline with due diligence.

d. Prohibited uses. Cobblestone may not enter into any lease of commercial space within the Property where the intended use will be any of the uses described in Exhibit B.

e. Use of completed facilities. Any completed facilities must be open to all Town residents on the same basis as for people residing within the property, including with respect to requirements for memberships and fees. For example, any recreational or health club facilities within the Property may charge a membership or usage fee, but may not charge fees to persons residing within the Property that are different from those charged to people residing elsewhere in Rolesville.

f. Cooperation. Cobblestone will cooperate with the Town in its development of the Property and the redevelopment of the Town's historic center. By way of illustration, but not by way of limitation, Cobblestone agrees as follows:

i. Cobblestone will provide, within ten days of receipt, copies of reports and other documents related to the Property and the Project., including

but not limited to reports concerning the financial feasibility, market feasibility, site assembly, phasing, and environmental remediation.

ii. Cobblestone will advise the Town on a pro-active basis and in a timely manner whenever any timeline previously provided to the Town becomes materially different from Cobblestone's updated expectations. Cobblestone at the same time will provide the Town with a revised timeline.

iii. Cobblestone will provide the Town with copies of existing floor plans and pro forma analyses on request. This paragraph does not require Cobblestone to create new versions of floor plans or pro formas, but instead only to provide copies of existing documents.

iv. Cobblestone will involve the Town Manager, or the Town Manager's designee, in Cobblestone's process with other governmental entities, including participation in calls or conferences and sharing documents.

g. Monthly reports; appearances before the Town Board. Cobblestone will provide, each month beginning in \_\_\_\_\_, 2020 [*first full month following the Agreement's effective date*], a written narrative report summarizing development activity for the previous month.

At any time and from time to time, at the Town's request, Cobblestone will provide an appropriate representative to appear before the Town Board to provide a narrative update on the Project and to provide full and complete answers to questions from Board members. The Town does not expect that these requests will occur more frequently than every three months.

h. Delivery of Work Product. If Cobblestone does not to proceed with the Project, Cobblestone shall make available at no cost to the Town and for its unrestricted use all available work product related directly to the Property and the Project in possession and control of Cobblestone, including market analyses, soil and engineering reports, geotechnical reports, environmental reports, studies and testing, construction budgets and other documentation produced specifically related to the Property and the Project.

**6. Town's obligations.**

a. Property sale. The Town will sell the Property to Cobblestone pursuant to the Purchase Agreement.

b. Utilities, sidewalks and other improvements. The Town shall act with due diligence to apply amounts received under its Locally Administered Projects Grant from Main Street LAPP (the "Grant") for public improvements between Burlington Mills Road to Young Street, including streetscape improvements, crosswalks, curb and gutter improvements, new sidewalks and bicycle transportation enhancements, as described in the Town's Grant application. The Town will maintain compliance with the Grant terms and will provide the matching funds for these improvements as required by the Grant terms. This commitment provides for the use of approximately \$3,700,000 in funding that will benefit the Project, including approximately \$735,000 in direct Town funding. The Town's participate in these improvements is contingent upon the Town actually receiving the grant funding.

c. Undergrounding of utilities. The Town will participate with Cobblestone in a project to underground utilities throughout the total road frontage of the Project. Duke Energy will provide a plan to the Town for undergrounding the utilities near the Property. The Town will contribute a maximum of \$250,000 (not to exceed 50% of the total cost of undergrounding) to the undergrounding of the Duke Energy utilities located at the intersection of Main and Young Streets.

c. Cooperation; Town as land use regulator. The Town will cooperate with Cobblestone in carrying out the purposes and intents of this Agreement.

The Town shall provide to Cobblestone any of the following which the Town may have in its possession and which are related to the Property: blight reports, surveys, engineering and geotechnical reports, and previous concept plans.

Cobblestone acknowledges, however, that the Town acts in separate capacities as a party to a business agreement such as this Agreement, and as a land use regulator. **The Town makes no representation, and can give no assurances, that any land use or related approvals necessary for the Project will be forthcoming at any time.** The Town promises, however, to act in a prompt and professional manner in the review and consideration of all matters. The review process may result in Project

design, construction and development requirements above the requirements stated in this Agreement, and may result in requests for community benefits beyond those provided for in this Agreement. If the development review process results in increasing Cobblestone's obligations under this Agreement, then Cobblestone must comply with the results of the development review process. Cobblestone will not be entitled to any setoff or reduction of commitments under this Agreement, or entitled to any additional compensation or other consideration from the Town.

d. Credits against Town fees. Upon Cobblestone's receipt of a building permit for the first building of each development stage, the Town will provide Cobblestone the following credits (but only up to the amount of the fee otherwise payable):

*Against the Town's parks and recreation fees:* any amounts (up to \$160,000) previously paid by Cobblestone towards the site, design, programming, building, parking, or equipping of the Municipal Facility.

e. Commercial development incentives. For each completed building on the Property with a commercial component (not including the Municipal Facility), the Town will pay Cobblestone a commercial development incentive, expected to be approximately \$90,000, as described in this subsection.

i. The Town will pay the incentive on each of the first three February 1's after a building receives its certificate of occupancy and has been assessed for property taxes on the completed building that were due on or before the previous October 1. The amount of the payment on each date will be equal to 50% of the property taxes actually paid with respect to that building in the previous six months.

ii. The total amount of commercial development incentives will be subject to a cap. This cap is equal to 100% of the payments that the Town estimates would be due if Cobblestone completes its development in accordance with the schematic design provided under Section 1, using the Town's current tax rate and the current Wake County table of values.

iii. If at any time Cobblestone owes any taxes or governmental fees or charges with respect to the Project, whether those amounts are owed to the

Town or to some other governmental entity, the Town may withhold any incentive payment until the resolution of the delinquency. These fees and charges may include regulatory or administrative fees or fines. At its option, the Town may apply any payment due under this subsection to satisfy taxes, fees or other charges owed to the Town. The Town need not pay any incentive payment provided for under this subsection if an Event of Default is continuing on Cobblestone's part.

f. Total development incentives. Total development incentives from the Town (including the Town's contribution to the undergrounding of utilities, any credits against fees owed to the Town, and performance based commercial development incentives) will not exceed approximately \$500,000.

## **7. Defaults and Remedies; Dispute Resolution**

a. Defaults. A party is in default under this Agreement if it fails to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after notice specifying the failure and requesting that it be remedied has been given by the other party. Any such failure is an "Event of Default" under this Agreement.

b. Remedies. Whenever any Event of Default is continuing, the non-defaulting party may take either or both of the following remedial steps:

i. At its option, cure the default by paying money or taking any other appropriate action, in which case the defaulting party must reimburse the defaulting party for all costs and expenses reasonably incurred in curing the default.

ii. Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of a party under this Agreement.

c. No remedy exclusive; other provisions. No remedy conferred or reserved in this Agreement is intended to be exclusive, but instead is intended to be cumulative.

No delay or omission to exercise any right or power accruing upon any default constitutes a waiver of that right or power. A waiver of any default is limited to the default so waived and does not waive any other default. If a party incurs legal or other costs and expenses to collect any payments due under this Agreement, or to enforce the performance or observance of any obligation or covenant under this Agreement, then to the extent permitted by law each party promises to reimburse a non-defaulting party for all reasonable legal and other fees and costs incurred in the collection or enforcement.

d. Dispute resolution. In the event of a dispute between the parties concerning the terms or performance of this Agreement, the parties will take the following steps prior to commencing any proceeding before a court or administrative body:

i. Exchange of positions. Any party noting a dispute under this Agreement will notify the other party of the nature of the dispute and the first party's proposed resolution. Within ten days after the effective date of the notice, the other party must respond in writing as to its view of the dispute and its position on the proposed resolution.

ii. Meet and confer. If the parties are unable to reach an agreement on the dispute and upon notice from any party, the parties will promptly hold a meeting attended by representatives with appropriate authority to resolve the dispute. At this meeting the parties will attempt in good faith to negotiate a resolution of the dispute.

iii. Mediation. If the dispute remains unsettled by negotiation, the parties will engage the services of a professional mediator agreed upon by the parties. The parties will then attempt in good faith to resolve the dispute through mediation. The Town and Cobblestone will each pay one-half of the mediator's fees and expenses and each party will pay all its own legal fees and other expenses related to the mediation. Each party must be represented at the mediation by a representative with appropriate authority to resolve the matters in dispute. Only after mediation may a part initiate legal or administrative proceedings.

## **8. Miscellaneous**

a. Authority for this Agreement. The Project, and entering into this agreement, is an economic development project for the Town. The Town expects that the Project will enhance the Town's taxable property, employment, and business prospects. The Town is authorized to enter into this Agreement by statute, including Section 158-7.1 of the North Carolina General Statutes. **This Agreement does not constitute a "Development Agreement" within the meaning of Part 3d, Chapter 160A of the North Carolina General Statutes.**

b. Notices. Any communication provided for in this Agreement must be in writing (not including facsimile transmission or electronic mail). Any communication under this Agreement will be deemed given on the delivery date shown on a certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

If intended for the Town, to Town of Rolesville, c/o Town Manager,  
Town Hall, 502 Southtown Circle., Rolesville, NC 27570

If intended for Cobblestone, to Cobblestone Crossing LLC, 8480  
Honeycutt Road, Suite 200, Raleigh, NC 27615

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

c. Each party will bear its own costs. Each party will bear its own costs of the fees and expenses of its counsel and consultants, and of the studies or surveys required under this Agreement or that it otherwise commissions or obtains for its use under this Agreement.

d. Limitation on liability of officers and agents. No officer, agent or employee of the Town will be subject to any personal liability or accountability because of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Those officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This provision does not relieve any officer, agent or employee from the performance of any official duty provided by law.

e. No assignment. Neither party may assign any of its rights or obligations under this Agreement without the express consent of the other.

f. Amendments. This Agreement may only be modified in writing signed by all parties.

g. Governing law. The parties intend that North Carolina law will govern this Agreement and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Agreement must be brought in the North Carolina General Court of Justice in Wake County, North Carolina.

h. Severability. If any provision of this Agreement is determined to be unenforceable, that will not affect any other provision of this Agreement.

i. Binding effect. Subject to the specific provisions of this Agreement, this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

j. Entire agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the Town and Cobblestone with respect to its general subject matter.

k. No third-party beneficiaries. There are no parties intended as third-party beneficiaries of this Agreement.

l. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

***[The remainder of this page has been left blank intentionally.]***

**IN WITNESS WHEREOF**, the Town and Cobblestone have caused this Agreement to be executed and delivered as of the day and year first above written by duly authorized officers.

**(SEAL)**

**ATTEST:**

**TOWN OF ROLESVILLE  
NORTH CAROLINA**

\_\_\_\_\_  
Robin Peyton  
Town Clerk

By: \_\_\_\_\_  
Kelly Arnold  
Town Manager

**COBBLESTONE CROSSING OF ROLESVILLE LLC**

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

Printed name: \_\_\_\_\_

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

Exhibits:

A – Vicinity Map

B – Prohibited commercial uses

[Economic Development Agreement dated as of \_\_\_\_\_, 2020]

## **Exhibit B - Prohibited Commercial Uses**



## Memorandum

**To:** Mayor and Town Board  
**From:** Amy Stevens, Finance Director  
**Date:** August 13, 2020  
**Re:** Monthly Financial Update, Agenda Item #C.4.

### **Background**

As discussed during the fiscal year 2020-2021 budget process, there is a great deal of economic uncertainty due to the impact of COVID-19. Several of Rolesville's revenues are subject to risk due to these economic conditions. Other changes in citizen behavior or new government policies in response to COVID-19 may also impact Town revenues.

In order to ensure that adequate resources are available, non-routine expenditures have been prioritized for fiscal year 2020-2021. The addition of new personnel has been staggered throughout the year, until staff are assured that the positions can be adequately supported.

Beginning with the Town Board meeting on August 18, I will provide a monthly report on the financial condition for the Town of Rolesville.

### **Board Options / Recommendation**

Receive information, no action required

#### Attachments:

- Monthly Financial Update, July 2020

# Monthly Financial Update

For month ending July 31, 2020

## General Fund

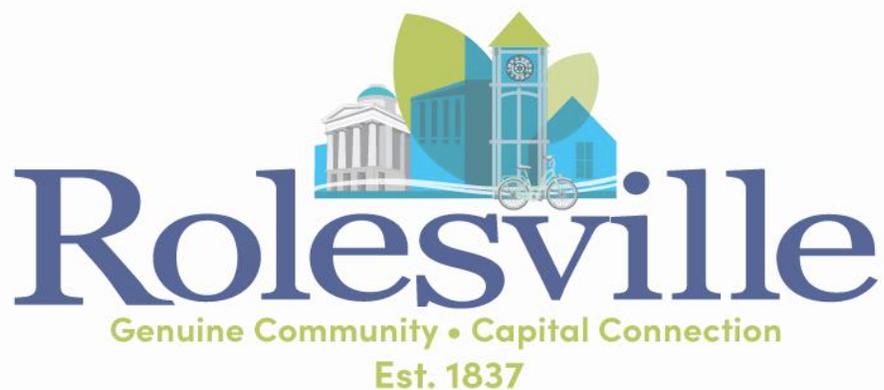
Revenues & Expenditures  
Property Taxes  
Local Option Sales Tax  
Utility Sales Tax

## Capital Projects Fund

Revenues & Expenditures  
Capital Development Fees  
Capital Project Status

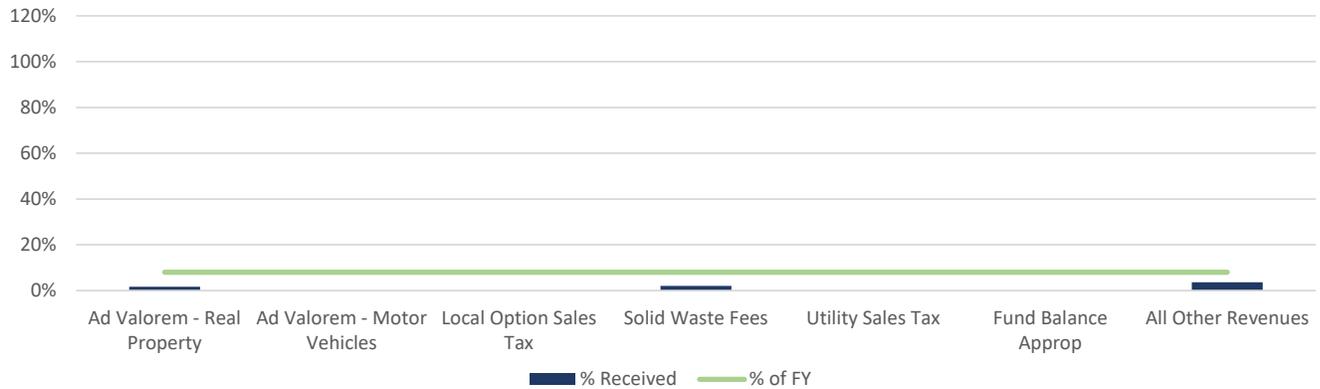
## Supplementary Information

Cash & investments  
Staggered Program Implementation for FY20-21  
Budget Transfers & Amendments



# General Fund

## Revenues

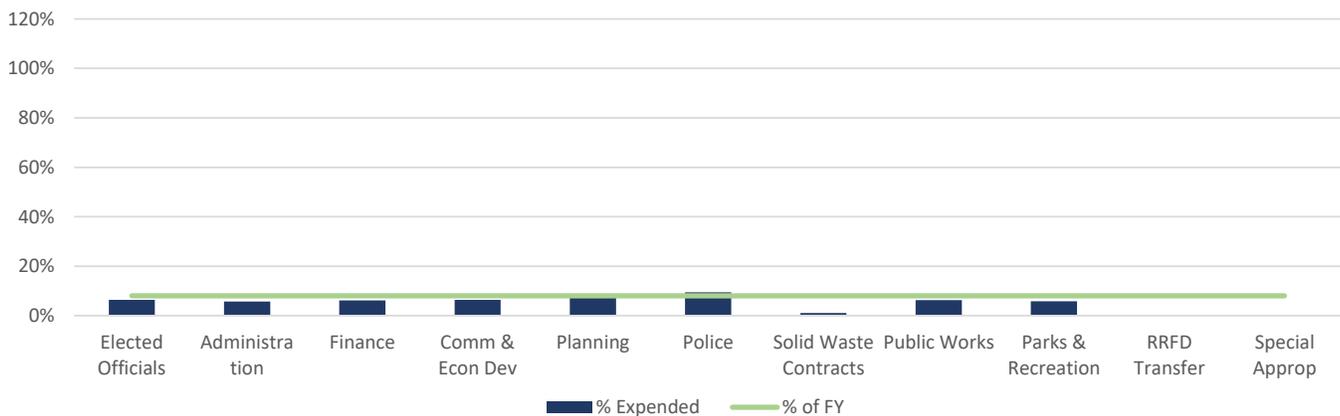


8% = % of Fiscal Year

	FY19-20 Projected	FY20-21 Budget	FY20-21 YTD	YTD %
Ad Valorem - Real Property	\$4,557,973	\$5,084,500	\$84,812	2%
Ad Valorem - Motor Vehicles	498,396	472,000	0	0%
Local Option Sales Tax	1,518,565	1,420,000	0	0%
Solid Waste Fees	715,018	750,000	15,202	2%
Utility Sales Tax	447,182	455,000	0	0%
Fund Balance Approp		670,784	0	0%
All Other Revenues	1,134,957	950,943	34,795	4%
<b>Total</b>	<b>\$8,872,092</b>	<b>\$9,803,227</b>	<b>\$134,809</b>	<b>1%</b>

- Most revenues at expected levels
- Utility Sales Tax is received quarterly, has three month delay in receipts

## Expenditures



8% = % of Fiscal Year

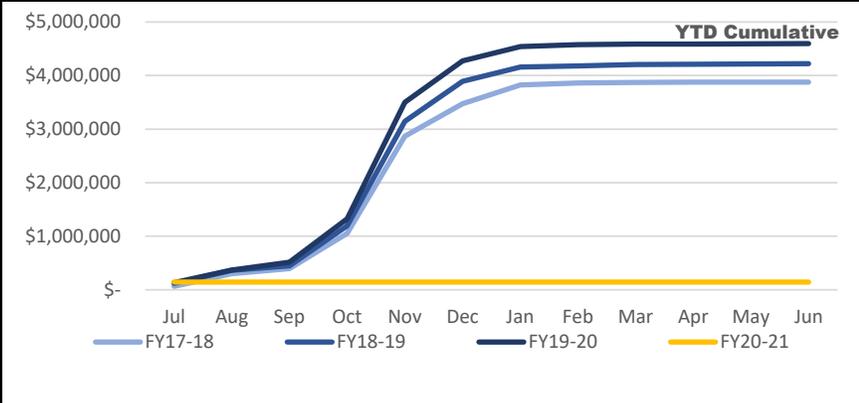
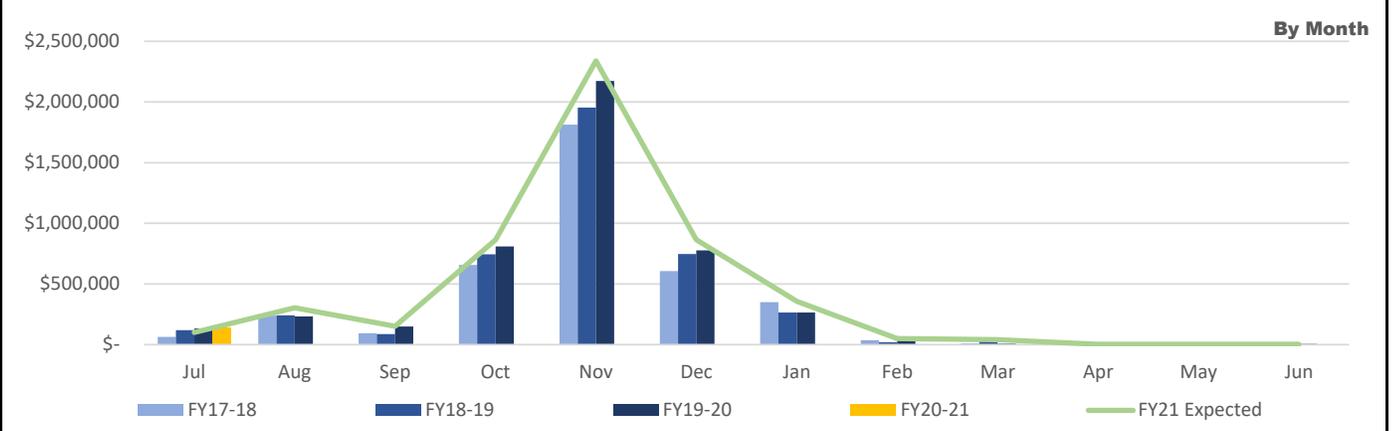
	FY19-20 Projected	FY20-21 Budget	FY20-21 YTD	YTD %
Elected Officials	\$77,454	\$72,500	\$4,617	6%
Administration	553,534	639,770	36,634	6%
Finance	490,060	677,495	41,699	6%
Comm & Econ Dev	141,663	146,660	9,372	6%
Planning	372,266	748,962	63,823	9%
Police	2,496,667	2,794,645	263,949	9%
Solid Waste Contracts	613,585	675,000	6,875	1%
Public Works	945,166	865,214	53,689	6%
Parks & Recreation	779,941	951,035	55,043	6%
RRFD Transfer	1,062,047	1,111,300	0	0%
Special Approp	631,743	1,120,646	100	0%
<b>Total</b>	<b>\$8,164,126</b>	<b>\$9,803,227</b>	<b>\$535,801</b>	<b>5%</b>

- Department spending at anticipated levels
- Planning Department above benchmark due to UDO & CTP projects
- Police Department above benchmark due to routine, pre-paid communication services

# General Fund

## Property Tax - Wake County Collections

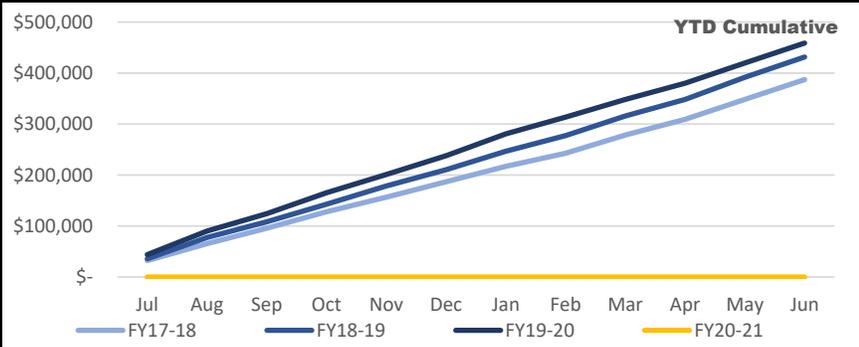
#1 largest revenue



- Property tax revenues consistent with prior year - usually 3% of total levy by July
- Most funds received October through January
- Solid waste fee collections (#3 largest revenue) mirror these results

## Property Tax - DMV Collections (Motor Vehicles)

#4 largest revenue

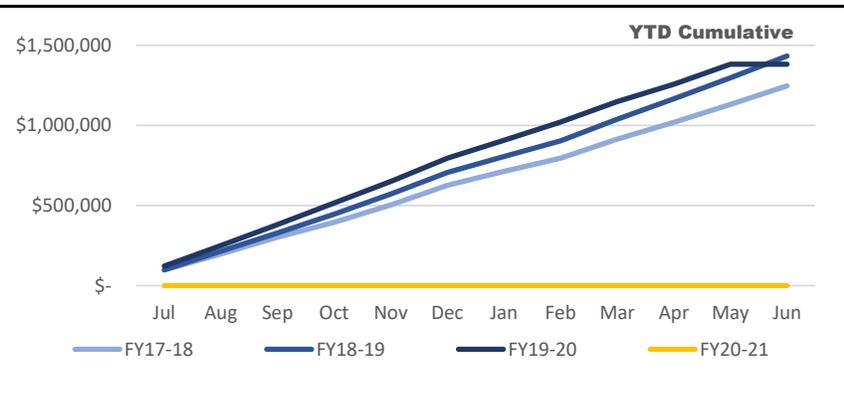
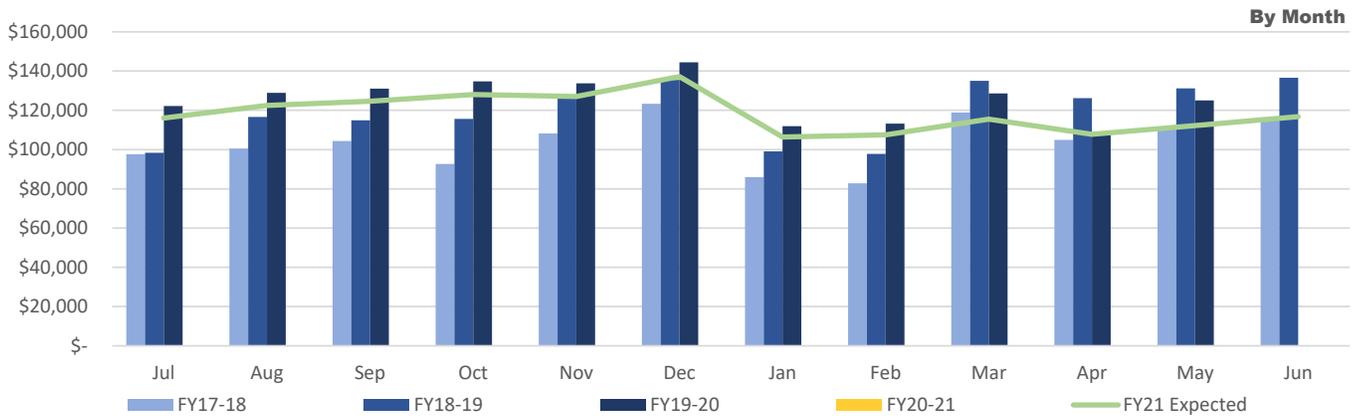


- July funds received mid-August
- March-June revenues down slightly over previous year
- Renewals March-July have 6 month grace period, some receipts may be deferred to August - December 2020

# General Fund

## Local Option Sales Tax

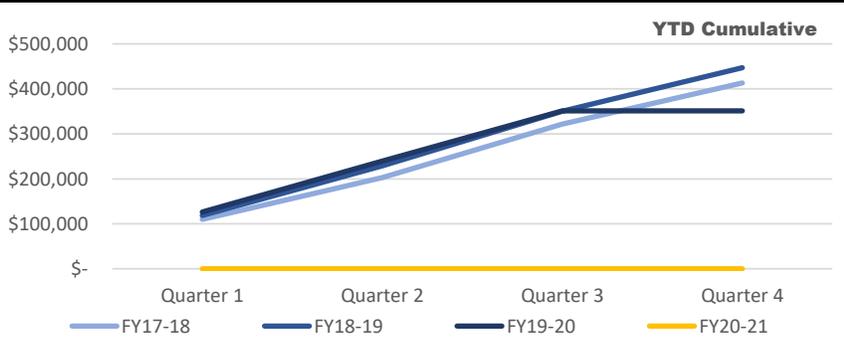
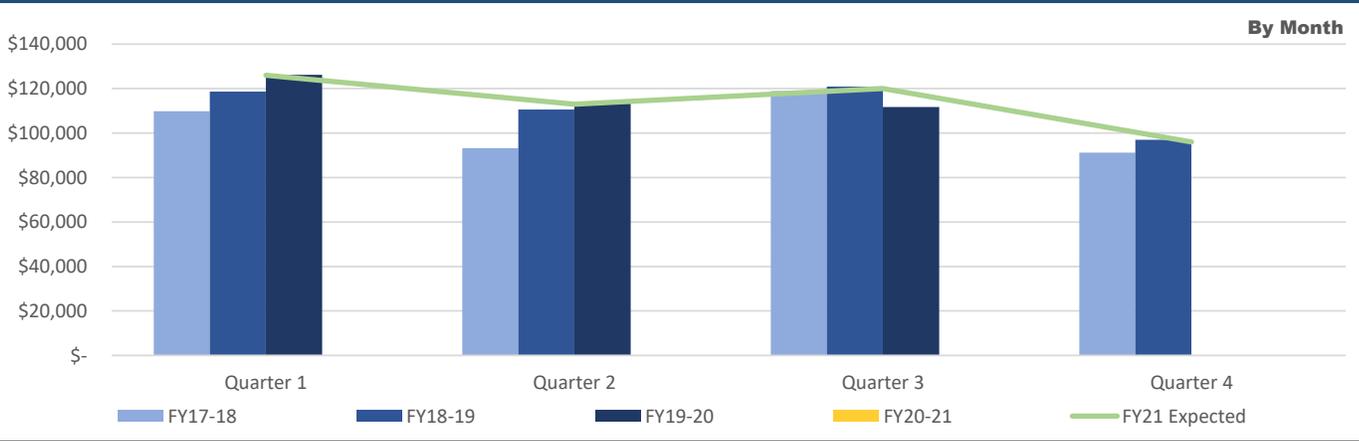
#2 largest revenue



- March receipts down 4%
- April receipts down 14%
- May receipts down 5%
- Forecasted 5% decrease for FY20-21
- If current trends continue, revenues will be at close-to-expected levels

## Utility Sales Tax

#5 largest revenue



- Utility Sales Tax revenues remain a flat source of revenue
- The 4th quarter distribution for FY19-20 is expected in mid-September

# Capital Projects Fund

## Revenues & Expenditures

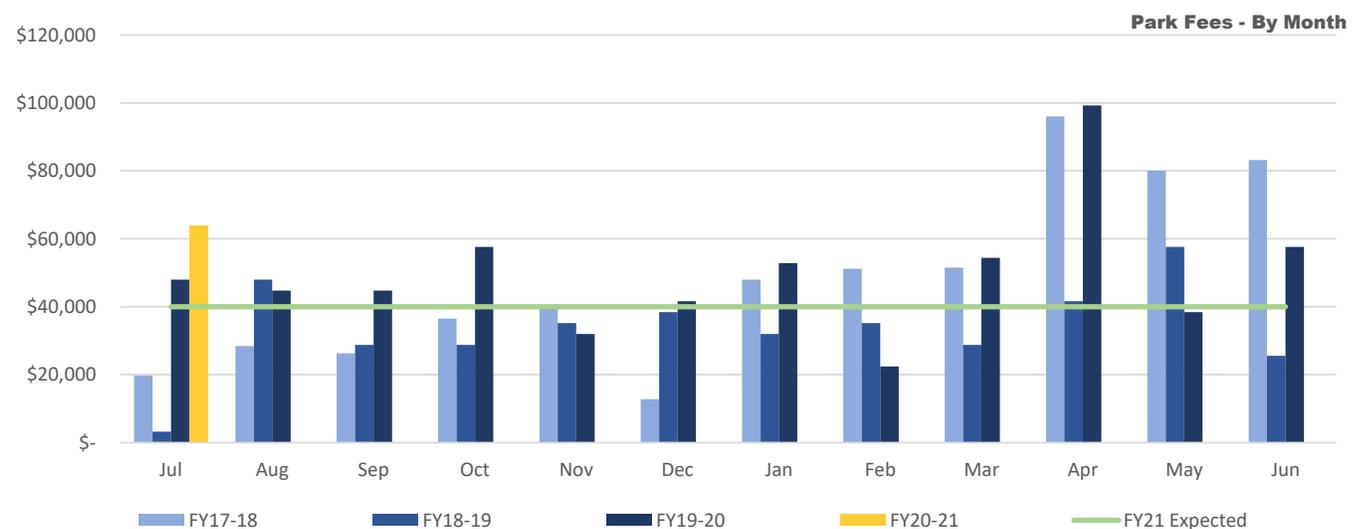
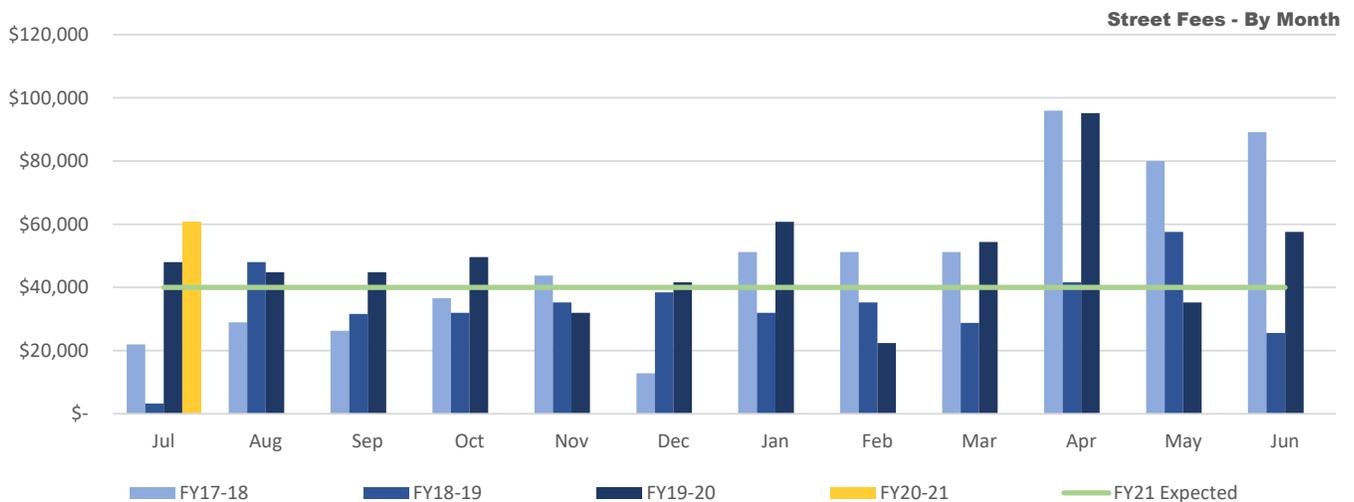
Revenues	FY19-20	FY20-21	FY20-21	
	Projected	Budget	YTD	YTD %
Streets-related	\$1,062,869	\$480,000		0%
Parks-related	593,600	480,000		0%
Fund Balance App		1,217,831		0%
All Other Revenues	531,920	250,000	209	0%
Transfer In	350,000	500,000		0%
<b>Total</b>	<b>\$2,538,389</b>	<b>\$2,927,831</b>	<b>\$209</b>	<b>0%</b>

Expenditures	FY20-21		FY20-21	
	Actual	Budget	YTD	YTD %
General	\$257,082	\$678,500	\$15,000	2%
Streets	\$924,614	\$814,331	\$17,350	2%
Park	538,315	955,000		0%
Retain in Capital Rsv		480,000		0%
<b>Total</b>	<b>\$1,720,011</b>	<b>\$2,927,831</b>	<b>\$32,350</b>	<b>1%</b>
YTD Fund Bal Inc/Dec	\$818,378		(\$32,140)	

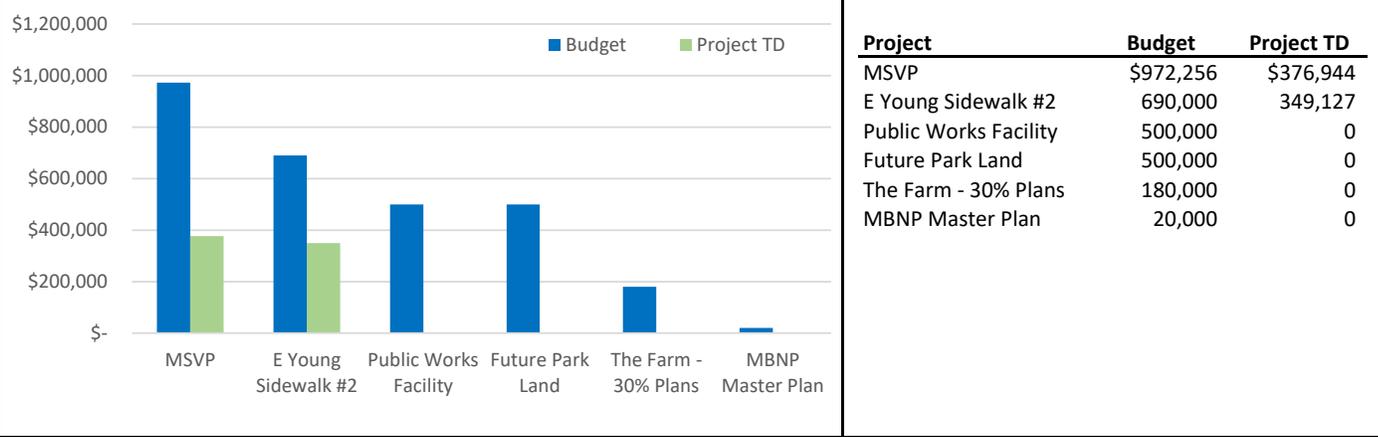
- Street Fees and Park Fees revenue varies widely from month to month, depending on local development activity
- The end of FY19-20 saw strong receipts in these revenues
- Revenues for the first month of FY20-21 reflect continued strong development activity in Town

## Capital Development Fees



# Capital Projects Fund

## Capital Project Status



### Main Street Vision Plan

*This project will realign the Burlington Mills Road and Main Street intersection and provide streetscape improvements along Main Street from Burlington Mills Road to Young Street.*

Project design is underway and construction is anticipated to begin in the summer or fall of 2021.

### East Young Sidewalk #2

*This project will install pedestrian crossings at the US 401 By-pass and a multi-use path from the US 401 By-pass to Quarry Road.*

The design for this project is complete. Due to the use of NC DOT funds, further progress remains on hold. Once DOT funding is released, the project will proceed.

### Public Works Facility

*With potential development at its current location, a new Public Works facility may be needed in the next few years.*

A potential site has been identified, and a feasibility study for that site is nearing completion.

### Future Park Land

*Additional parks will need to be constructed in high growth areas, in accordance with the Parks & Recreation Comprehensive Master Plan.*

Staff are currently evaluating potential sites for further review.

### The Farm 30% Construction Drawings

*A large-scale athletic and recreational facility is planned for The Farm site. A site master plan for the park was approved in 2020.*

The master plan consultant, The John R McAdams Company, has been contracted to continue their work and develop 30% construction drawings. A kickoff meeting for this stage of the project is scheduled for the week of August 24. It is anticipated that the 30% construction drawings will be completed in early 2021.

### Mill Bridge Nature Park Site Plan

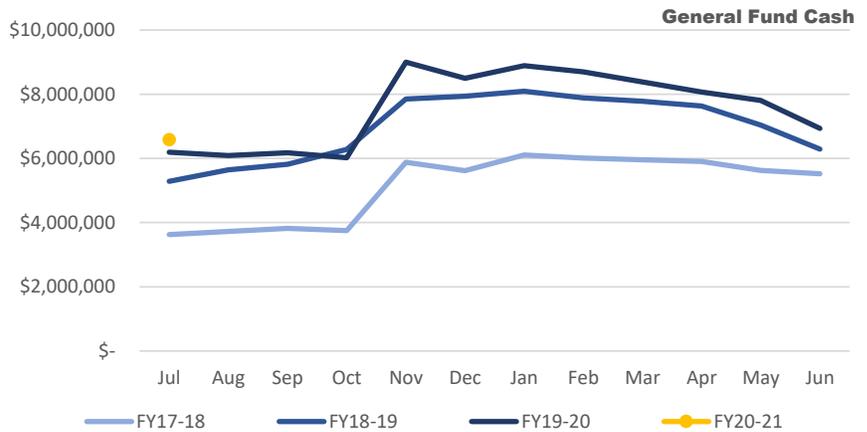
*Existing land at Mill Bridge Nature Park is available for further development. A site plan will provide direction for growth of the park.*

A request for proposal to engage the services of a consultant will be issued this fall. Staff project that the work will be complete by late spring 2021.

# Supplementary Information

## Cash & Investments

General Fund	\$6,588,338
Utility Reserve Fund	1,796,758
Capital Project Fund	3,897,512
	<u>\$12,282,609</u>
BB&T Checking	\$324,198
NCCMT Investment	11,917,946
SunTrust Mmkt	40,466
	<u>\$12,282,609</u>



## Staggered Program Implementation for FY20-21

QUARTER 1: Starting July - September	Total Cost	Q1 Impact	Q2 Impact	Q3 Impact	Q4 Impact
Police Building Expansion	\$93,000	X	X	X	X
Facility Study Update	25,000	X	X		
Organizational Assessment	25,000	X	X		
Public Works Facility - feasibility	25,000	X	X		
Financial Software	115,000	X	X	X	X
Unified Development Ordinance Update	90,000	X	X	X	X
Community Transportation Plan	60,000	X	X	X	X
Infield Maintenance	15,000	X			
Triangle J LEO Campaign	4,500	X			
eCrash Software	2,500	X			
Customer Service Specialist	63,327	X	X	X	X
Park, Greenway, Gateway Signage	50,000	X		X	
Meetings Recording System	1,200	X			
QUARTER 2: Starting October - December					
PT Evidence Technician	\$26,239		X	X	X
ADA Improvements	7,500		X		
Workstation Replacements	6,000		X		
Lead Maintenance Worker	7,534		X	X	X
QUARTER 3: Starting January - March					
Citizen Survey	\$10,000			X	
Assistant to the Town Manager	49,600			X	X
Planner I	55,376			X	X
Police Server Replacement	30,000			X	
Public Works Small Equipment	10,000			X	
Bike Plan Grant Match	4,000			X	
Public Works Facility - land	475,000			X	
QUARTER 4: Starting April - June					
Police Vehicle Fleet Replacement	\$238,560				X
Stormwater Mapping	30,000				X
Furniture/Equipment Replacement	15,035				X

# Supplementary Information

## Administrative Transfers

Date	From	To	Amount	Explanation

## Board Transfers

Date	From	To	Amount	Explanation

## Board Amendments

Date	Revenue	Expenditure	Amount	Explanation
7/7/2020	11-390-01 General Fund Approp	11-490-51 Depatmental Projects	\$44,510	FY20 rollover - CTP update
7/7/2020	11-390-01 General Fund Approp	11-490-51 Depatmental Projects	\$57,275	FY20 rollover - UDO update
7/7/2020	11-390-01 General Fund Approp	11-620-30 Maint/Repair - Bldgs/Gr.	\$5,335	FY20 rollover - Heritage East greenway
7/7/2020	11-390-01 General Fund Approp	11-620-51 Depatmental Projects	\$60,000	FY20 rollover - Open Space & Greenway plan
7/7/2020	11-310-23 Federal/State Grants	11-490-51 Depatmental Projects	\$13,307	FY20 rollover - transit study
7/7/2020	11-390-02 Powell Bill Approp	11-600-74 Resurfacing	\$94,664	Bowling Drive resurfacing

Your  
FOR Info  
FYI

Town of Rolesville  
Board of Commissioners  
Regular Meeting

August 18, 2020

**FOR YOUR INFORMATION (FYI) SECTION**

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## Memorandum

**To:** Mayor & Town Board  
**From:** JG Ferguson, Parks & Recreation Director  
**Date:** August 12, 2020  
**Re:** Parks & Recreation FYI

Below are the Parks & Recreation program updates:

### Recent Events:

- August 8<sup>th</sup>, Movies at the Middle.
  - 90% of the pods were reserved prior to movie night. The weather kept many away but we had a total of 31 in attendance with a maximum of 6 guests in one pod. Concessions were not sold but Lumpy's ice cream was available for purchase.

### September Events Cancelled:

- Music at Mill Bridge, September 5

### Upcoming Special Events:

- Outdoor Movie *Dolittle* – September 12th

### Current Programs:

- **Virtual Programming**
  - We continue to add crafts, games, and activities weekly.  
<https://www.rolesvillenc.gov/parks-recreation/virtual-programming>
- **Summer Camp** – We just finished the final week of summer camp.
- **YMCA Partnership** – Staff is currently working on a potential partnership with the YMCA to host childcare for K-6 graders.
- **Virtual Yoga** – Chair and Gentle
- **Fall Youth Athletics** - Practices began on August 15<sup>th</sup>. We have a comprehensive policy in place with the goal of keeping players, coaches, spectators and staff, safe this season. (this policy is attached).

## 2020 Fall Athletic Policies

### COVID-19

All directions are by recommendation of the CDC

1. If a coach, staff or participant has been diagnosed with COVID-19 or has symptoms (listed below), they will be excluded from sports program or activities until:
  - a. No fever for at least 72 hours since recovery (without the use of fever-reducing medicine) AND
  - b. Other symptoms have improved (e.g., coughing, shortness of breath) AND
  - c. At least 10 days have passed since the first symptom.
  
2. Should a coach, staff, or participant be diagnosed with COVID-19, it is expected that it is reported to the Town of Rolesville Parks and Recreation department **immediately** in order to take proper measures:
  - a. Everyone on the team will be contacted via email and encouraged to be tested;
  - b. The whole team will be suspended from practicing and participating in games for 14 days;
  - c. Any teams who have played that team within 14 days will also be suspended from practicing and participating in games for 14 days since the last contact with that team.
  
3. Anyone who has been around a person with COVID-19 or anyone who has had close contact with someone with COVID-19 should stay home for 14 days after his or her last exposure to that person.

### Watch for symptoms

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Fever or chills (100.4 degrees or higher)
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

For more information:

<https://www.cdc.gov/coronavirus/2019-ncov/>

<https://covid19.ncdhhs.gov/>

New Policies

1. Coaches and parents are asked to do a wellness check on themselves and their children before they arrive at every practice and game.
  - a. See wellness checklist below
2. The Town of Rolesville (TOR) Staff will fill out a wellness health form before and after each shift.
3. There will be hand sanitizing stations set up at every field and we encourage all patrons to sanitize when they arrive and when leaving.
4. All patrons, 2 years and older, are **required to wear a face-covering at all times while at the facility.**
  - a. CDC recommends all people 2 years of age and older wear a cloth face-covering in public settings and when around others who don't live in their household.
  - b. Definitions: "Face Covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A Face Covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a Face Covering has two (2) or more layers. A Face Covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
  - c. Exemptions can be found: <https://files.nc.gov/governor/documents/files/EO147-Phase-2-Extension.pdf>
5. Players, coaches, spectators, and volunteers must vacate the field immediately after their practice or game is over. TOR staff will enforce time limits in order to have an adequate buffer during field transitions.
  - a. When arriving at the field, please wait in your car until all patrons from the practice or game before have vacated the area.
6. All players will be allowed one parent or guardian at each game and/or practice.
  - a. If you can not find child care for siblings, they may attend but must remain with you at all times.
7. Each official Town of Rolesville approved coach and assistant coach will be allowed one spectator at each game and/or practice.
8. Each spectator will need to have on their person, a spectator pass while at the facility.
  - a. TOR staff will distribute the spectator passes to each player's parent or guardian at the first practice.
  - b. The TOR staff has the right to ask to see this pass at any time. If the spectator does not have a pass, they will be asked to wait in their car.
  - c. If a spectator pass is lost please contact the Town of Rolesville's Athletic Coordinator as soon as possible.
9. Bleachers will be removed from spectator areas to reduce shared space, spectators are encouraged to bring their own lawn seating.
10. There will be specific seating areas for spectators, spaced out to provide for appropriate social distancing.
11. Concessions will be closed.
12. Restrooms will be open and cleaned once daily.
13. Water fountains will **NOT** be available.
14. **Please bring bottled water labeled with the player's name.**
  - a. No spray bottles, water must transfer directly from bottle to mouth.
15. Patrons should not shake hands, high five, fist bump, or have any form of unnecessary contact before, during, and after games and practices. Encourage thumbs up and other creative non-contact ways to encourage teammates.
16. Do not share towels, clothing, or any items used to wipe your face or hands.
17. No spitting is allowed.
18. Anyone in attendance is expected to cover their coughs and sneezes with a tissue or use the inside of their elbow. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
  - a. If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used.

Softball and Baseball

1. The dugout will be closed

Updated 8/12/2020

- a. Players will be outside the field of play near the gate closest to the dugouts on each side when not playing.
2. Two sets of catchers gear will be set out by the TOR staff for each team at every practice and game and must be returned after each game and practice to Town Staff at the fields.
  - a. Only two players per practice or and game will be allowed to play the catchers position and may not use the same equipment.
  - b. TOR staff will disinfect the catcher's gear between uses.
3. Every player needs to have his or her own face covering, bat, batting helmet, and glove.
  - b. No sharing equipment!

### Soccer

1. Soccer Balls will be set out by the TOR staff for every practice and game and must be returned after each game and practice to Town Staff at the fields.
  - a. TOR staff will disinfect the Soccer balls between practices and games.
2. Every player needs to have his or her own face covering, cleats, shin guards, socks, and if applicable goalkeeper gloves.
  - a. No sharing equipment!

### Wellness Check

- Fever (100.4 degrees or higher)
- Cough
- Shortness of Breath
- Other Symptoms
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- In the last 14 days have you or anyone in your household:
  - Tested positive for COVID-19
  - Been tested for COVID-19 & did **not** received negative results
  - Think they could have COVID-19

# Monthly Report

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**JULY 2020**

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**Rolesville Police Department**  
**Orlando Soto, Chief of Police**

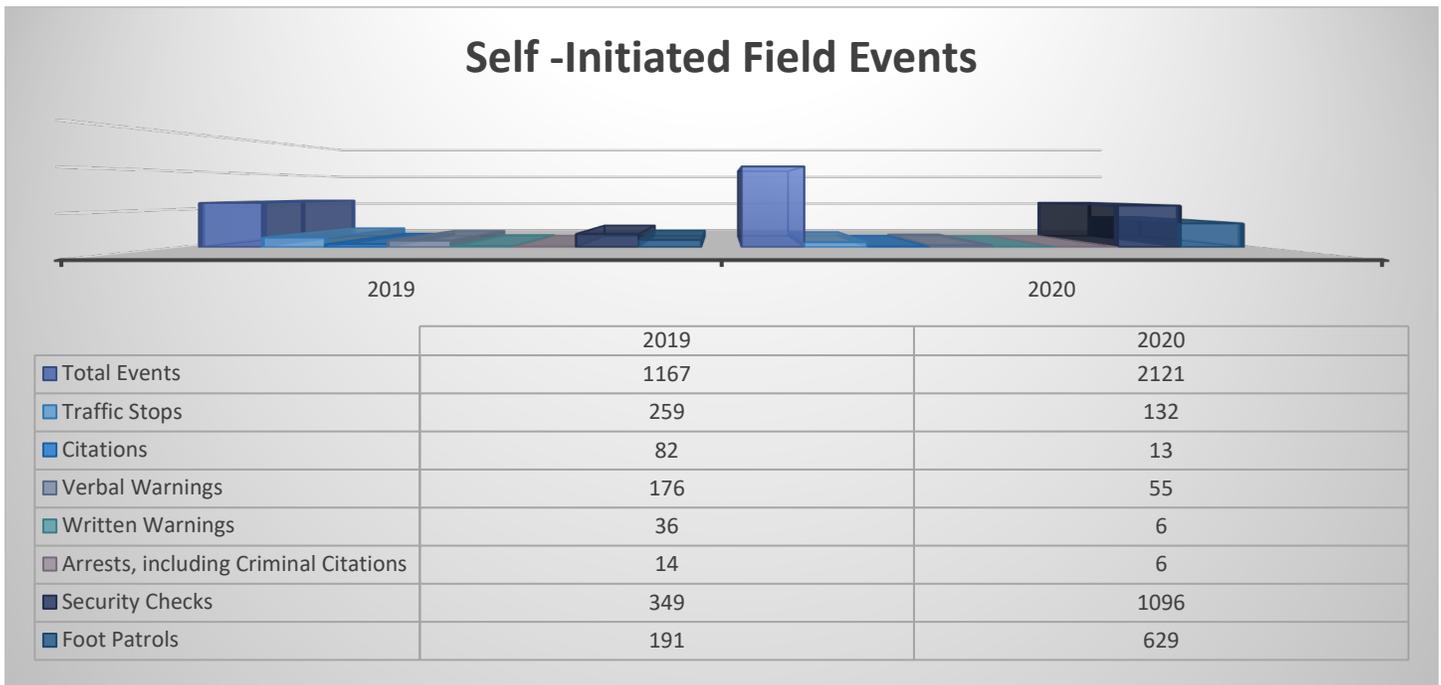


**Orlando Soto**  
*Chief of Police*  
 919-556-7226

*“The mission of the Rolesville Police Department is to enhance the quality of life by protecting and serving our community through a partnership with our citizens and businesses to create a community that is safe to live, work and play.”*

**Rolesville Police Department Monthly Report**

The Rolesville Police Department had **2,121** events for the month of **July 2020** that resulted in the following:



**ROLESVILLE POLICE DEPARTMENT**  
**REPORTED UCR OFFENSES FOR THE MONTH OF JULY 2020**

PART I CRIMES	July 2019	July 2020	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
					2019	2020		
MURDER	0	0	0	N.C.	0	0	0	N.C.
RAPE	0	0	0	N.C.	1	1	0	0%
ROBBERY	0	0	0	N.C.	0	0	0	N.C.
Commercial	0	0	0	N.C.	0	0	0	N.C.
Individual	0	0	0	N.C.	0	0	0	N.C.
ASSAULT	0	0	0	N.C.	1	2	1	100%
* VIOLENT *	0	0	0	N.C.	2	3	1	50%
BURGLARY	1	2	1	100%	10	3	-7	-70%
Residential	1	0	-1	-100%	6	0	-6	-100%
Non-Resident.	0	2	2	N.C.	4	3	-1	-25%
LARCENY	2	5	3	150%	21	21	0	0%
AUTO THEFT	1	1	0	0%	3	2	-1	-33%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	4	8	4	100%	34	26	-8	-24%
PART I TOTAL:	4	8	4	100%	36	29	-7	-19%
PART II CRIMES								
Drug	4	3	-1	-25%	31	15	-16	-52%
Assault Simple	2	1	-1	-50%	24	20	-4	-17%
Forgery/Counterfeit	0	0	0	N.C.	1	1	0	0%
Fraud	0	3	3	N.C.	10	11	1	10%
Embezzlement	0	0	0	N.C.	0	1	1	N.C.
Stolen Property	0	1	1	N.C.	0	1	1	N.C.
Vandalism	0	0	0	N.C.	9	14	5	56%
Weapons	0	0	0	N.C.	1	0	-1	-100%
Prostitution	0	0	0	N.C.	0	0	0	N.C.
All Other Sex Offens	0	0	0	N.C.	0	0	0	N.C.
Gambling	0	0	0	N.C.	0	0	0	N.C.
Offn Agnst Faml/Chld	0	0	0	N.C.	0	0	0	N.C.
D. W. I.	4	1	-3	-75%	16	5	-11	-69%
Liquor Law Violation	0	0	0	N.C.	0	0	0	N.C.
Disorderly Conduct	0	0	0	N.C.	0	2	2	N.C.
Obscenity	0	0	0	N.C.	1	0	-1	-100%
Kidnap	0	0	0	N.C.	0	1	1	N.C.
Human Trafficking	0	0	0	N.C.	0	0	0	N.C.
All Other Offenses	1	3	2	200%	14	20	6	43%
PART II TOTAL:	11	12	1	9%	107	91	-16	-15%
GRAND TOTAL:	15	20	5	33%	143	120	-23	-16%

N.C. = Not Calculable



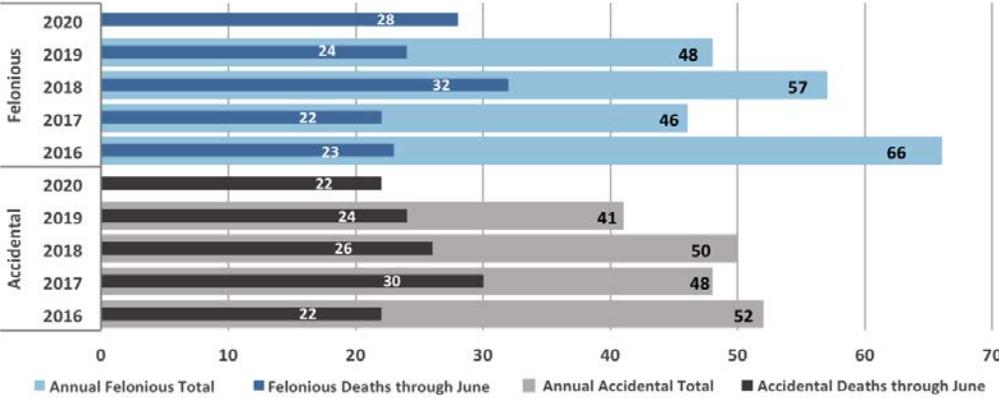
# LAW ENFORCEMENT OFFICERS DEATHS 01/01/2020-06/30/2020

This is a graphic presentation of data regarding line-of-duty deaths, both felonious and accidental, collected from law enforcement agencies across the United States and U.S. territories by the FBI's Law Enforcement Officers Killed and Assaulted Program. This preliminary information is provided for officer safety studies, training, and other initiatives. The data are also published annually in the Law Enforcement Officers Killed and Assaulted publication.

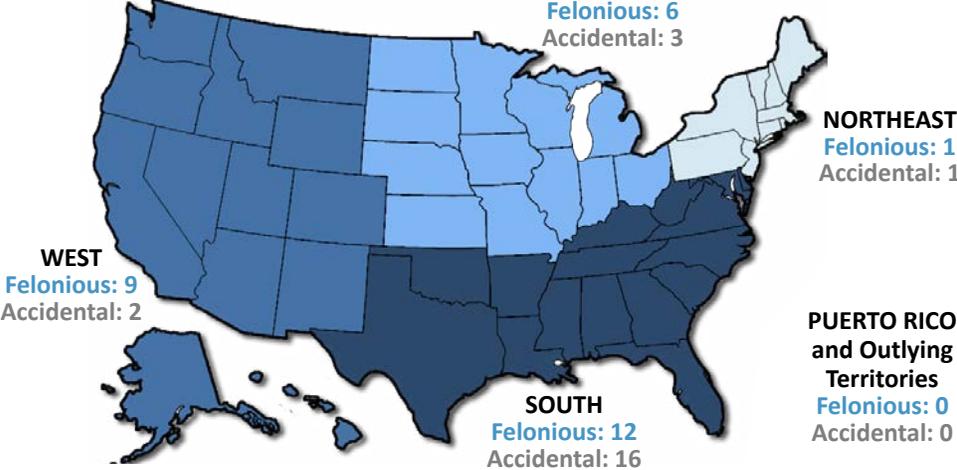
## KEY OBSERVATIONS

The 28 law enforcement officers feloniously killed in the first 6 months of 2020 represent a 16.7 percent increase compared to the 24 officers killed during the same period in 2019. In the first 6 months of 2019, all the deaths were firearm related; however, 3 of the 28 deaths thus far in 2020 have been caused by vehicle incidents. In 2020, investigative/enforcement attacks (5), ambush attacks (5), and attacks while assisting another law enforcement officer (6) collectively were the cause of 57.1 percent of the felonious deaths (16 out of 28). In 2019, those three circumstances combined represented 41.7 percent of the deaths, (10 out of 24). Accidental law enforcement deaths showed a decrease (8.3 percent) when comparing the first 6 months of 2020 (22) with those of 2019 (24). Most accidental deaths (13) were the result of motor vehicle crashes, accounting for 59.1 percent. Seven of the 13 deaths associated with motor vehicle crash incidents occurred while the officer was patrolling. The Southern region had the most law enforcement fatalities, 12 felonious and 16 accidental, for a total of 28 deaths.

## Officer Deaths by Year



## Officer Deaths by Region



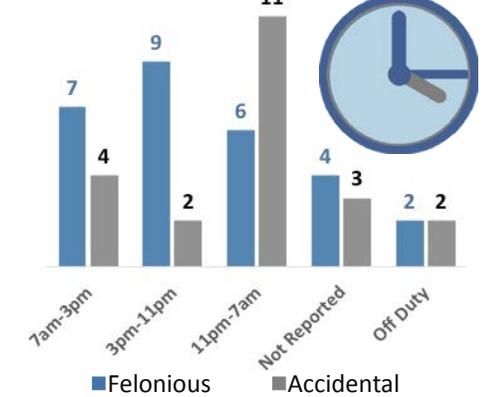
## Circumstances of Officer Deaths

- | Felonious  | Accidental                              |
|--|---|
| 0 Administrative assignment  | 13 Motor vehicle crash                  |
| 5 Ambush (entrapment/premeditation)  | 0 Assisting/investigating vehicle crash |
| 2 Arrest situation   | 0 Assisting motorist                    |
| 6 Assisting another law enforcement officer  | 1 Engaging in vehicle pursuit           |
| 0 Assisting motorist   | 0 Escorting dignitary or funeral        |
| 0 Citizen complaint  | 0 Overseeing work zone                  |
| 1 Crime in progress (robbery, burglary, etc.)  | 7 Patrolling                            |
| 2 Disorder/disturbance (domestic disturbance, civil disorder, etc.)                      | 0 Performing traffic control            |
| 2 Encounter/assist an emotionally disturbed person                                       | 0 Performing traffic stop               |
| 5 Investigative/enforcement (Drug-related matter, wanted person, traffic violation stop) | 5 Responding to emergency               |
| 0 Out of service (court, dining, etc.)   | 0 Responding to nonemergency            |
| 0 Providing/deploying equipment (flares, traffic cones, etc.)                            | 0 Training                              |
| 1 Pursuit  | 0 Other                                 |
| 1 Report of crime (robbery, burglary, etc.)  | 7 Pedestrian officer struck by vehicle  |
| 0 Respond to alarm (audible/silent)  | 1 Assisting/investigating vehicle crash |
| 1 Serving/attempting to serve court order (eviction notice, subpoena, etc.)              | 0 Assisting motorist                    |
| 1 Tactical situation   | 2 Providing/deploying equipment         |
| 0 Traffic control (crash scene, directing traffic, etc.)                                 | 0 Engaging in foot pursuit              |
| 1 Unprovoked attack  | 0 Overseeing work zone                  |
| 0 Other  | 1 Patrolling                            |
|  | 0 Performing traffic control            |
|  | 1 Performing traffic stop               |
|  | 0 Training                              |
|  | 2 Other                                 |
|  | 0 Drowning                              |
|  | 0 Fall                                  |
|  | 1 Firearm-related incident              |
|  | 1 Aircraft crash                        |

## Officer Deaths by Month

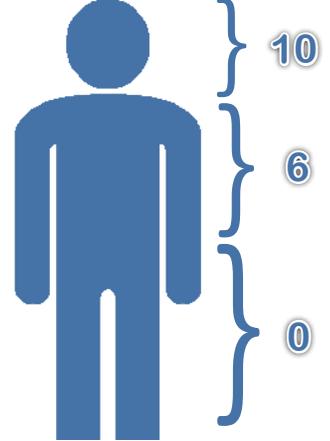
Month	Felonious		Accidental	
	2019	2020	2019	2020
Jan	4	4	4	5
Feb	5	4	5	3
Mar	3	7	5	3
Apr	2	4	3	4
May	5	4	3	4
Jun	5	5	4	3
Jul	3		3	
Aug	3		2	
Sep	3		2	
Oct	1		3	
Nov	6		3	
Dec	8		4	

## Time of Incident



## Location of Fatal Firearm Wound

- | Felonious Killing                                     | Count |
|---|-------|
| 4 Front head  | 4     |
| 2 Rear head   | 2     |
| 0 Side head   | 0     |
| 4 Neck/throat   | 4     |
| 1 Shoulder (upper torso) area                         | 1     |
| 5 Front upper torso/chest                             | 5     |
| 0 Rear upper torso/back                               | 0     |
| 0 Front lower torso/abdomen                           | 0     |
| 0 Rear lower torso/back                               | 0     |
| 0 Front below waist/groin area                        | 0     |
| 0 Rear below waist/buttocks                           | 0     |
| 0 Arms/hands  | 0     |
| 0 Front legs/feet                                     | 0     |
| 0 Front legs  | 0     |
| 0 Rear legs   | 0     |
| 0 Feet  | 0     |
| 0 Multiple locations, unable to determine fatal wound | 0     |
| 9 Fatal wound location not reported                   | 9     |



## Weapons Used by Offender

- | Felonious Killings                                | Count |
|---|-------|
| 25 Officers killed with firearms                  | 25    |
| 8 Handguns  | 8     |
| 9 Rifles  | 9     |
| 0 Shotgun   | 0     |
| 8 Not reported                                    | 8     |
| 3 Officers killed with vehicles                   | 3     |
| 0 Officers killed with knives/cutting instruments | 0     |

## Distance from Firearm

- | Felonious Killings | Count |
|--------------------|-------|
| 0 - 5 ft           | 4     |
| 6 - 10 ft          | 3     |
| 11 - 20 ft         | 2     |
| 21 - 50 ft         | 0     |
| 51+ ft             | 0     |
| Not reported       | 13    |
| Unknown            | 3     |

## Clearances of Incidents

- | Felonious Killings | Count |
|--------------------|-------|
| 27 Cleared         | 27    |
| 0 Uncleared        | 0     |
- 100%

## Incidents and Victims

- | Felonious Killings | Count |
|--------------------|-------|
| 27 Incidents       | 27    |
| 28 Victims         | 28    |



**Happy Independence Day**

We hope everyone takes a minute to be thankful for the freedoms we enjoy in our country, and remember those that sacrificed so much!



**We Love Our Community**

Thanks so much to our citizens, who thought of us and dropped off cookie cakes by the department!



**Happy Birthday!**

We heard that a future police officer was celebrating a birthday, so of course we wanted to make sure it was special for him...William we hope you had a great birthday!



**Welcome to Rolesville**

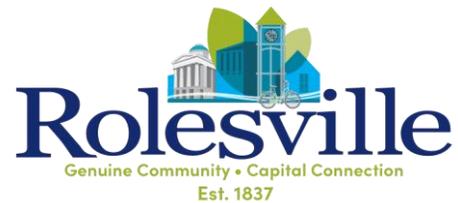
Please join us in welcoming Officer Matthew Liggins, who was sworn in on July 31, 2020 as our newest officer. We are excited to have him as a new member of our police family!



## Internal Operations Highlights

- July 1, 2020: Attended Department Head Meeting
- July 2, 2020: Attended Youngsville Police Dept. Administrative Specialists Oral Board
- July 6, 2020 : Attended Police at Play Meeting
- July 7, 2020 : Attended Zoom Meeting with Mayor and Town Manager
- July 8, 2020 : Attended Department Head Meeting
- July 9, 2020 : Attended Zoom Meeting with Community Members
- July 10, 2020 : Attended Rolesville Police Department Internal Meeting
- July 9, 2020 : Attended NCLM Chief Advisory Committee Meeting
- July 10, 2020 : Attended Logically IT Meeting
- July 13, 2020: Attended Community Meeting with Stonewater Subdivision residents
- July 14, 2020 : Attended Supervisor Meeting and Attended Meeting with the Deputy Fire Marshal
- July 15,2020 : Attended Department Head Meeting
- July 17, 2020: Attended Regional Recruitment Partnership Task Force Meeting and Fee Schedule Meeting
- July 20, 2020 : Attended Training: Taking the Lead: Courageous Leadership for Today's Public
- July 22, 2020: Attended Department Head Meeting
- July 23, 2020: Attended Meeting with Wake Forest Police Department & N.C State University Administrative Officer Management Program Graduation
- July 24,2020: Attended Work Session
- July 28-30,2020: Attended 2020 CALEA Summer Virtual Conference

**SERVICE \* ETHICS \* RESPECT \* VALUE \* EXCELLENCE**



# July 2020 Development Activity Status Report



The Town of Rolesville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act. Should you need assistance or a particular accommodation for this document please contact the ADA Coordinator.

## Developments

The tables below list Rolesville's commercial and residential developments currently under construction, in review, and/or approved.

### Under Construction

Table 1

Project	Description	Status
Barrington Townhomes Phase 2	32 townhomes	Final Plat Recorded Building Permits are being issued
Carlton Pointe Phase 3B	271 single- family lots	Final Plat Recorded Building Permits are being issued
Elizabeth Springs (Heights) Tract A	89 single-family lots	Phase 1 under construction
Perry Farms 1,2,3	41 single-family lots	Phase 1 recorded, building permits being issued Phase 2 and 3 under construction
Stonewater Phase 5	39 Single-family lots	Final Plat Recorded Building Permits are being issued
Townes at Carlton Pointe	37 Townhouse lots	Site Plan approved, site graded

### In Review and/or Approved

Table 2

Project	Description and Case Numbers	Status
101 and 115 Redford Place Dr.	3-story retail space and medical offices Zoned CO-CZ SP 19-03 1.62 acres	Site Plan approved 11/4/19
A-Master Team Townhomes (47 townhomes)	Vacant Land on Rogers Road MA 19-03 (R&PUD to CO-SUD) SUP 19-02 7.44 acres	MA 19-03 approved 01/07/2020 SUP 19-02 approved 06/02/2020 Preliminary Subdivision Plat approved
Chandlers Ridge (90 single-family lots)	Proposed Conservation Subdivision off Averette Road Zoned R2 & R40W PR 18-02 171.53 acres	Preliminary Subdivision Plat approved 06/16/2020 Construction drawings pending

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Project	Description and Case Numbers	Status
Elizabeth Springs (Elizabeth Heights) <b>98 townhomes</b> <b>89 single-family lots</b>	Planned Unit Development off Averette Rd RPUD & R40W Zoning	Townhomes Site Plan approved 11/4/19 Subdivision infrastructure under construction
Kalas Falls, Rogers Farm, and Watkins Property <b>484 single-family lots</b> <b>108 townhomes</b>	Planned Unit Development off Rolesville Rd MA 19-02 (R1 & R2-SUD to R&PUD-CZ) SUP 19-01 for PUD Master Plan 216.99 acres	Map Amendment (Rezoning) approved 11/19/19 Special Use Permit approved 11/19/19 Preliminary Subdivision Plat under review
The Point <b>483 single-family lots</b> <b>324 townhomes</b> <b>15 acres commercial</b>	Planned Unit Development off Rolesville Rd 309.01 acres	PUD Master Plan approved 8/20/19 Preliminary Subdivision Plat under review
The Preserve at Jones Dairy Road Central <b>261 single-family lots</b> <b>173 townhomes</b>	Planned Unit Development off Averette Rd Zoned R & PUD 90.2 acres	PUD Master Plan approved Preliminary Subdivision Plat under review
The Preserve at Jones Dairy Road North <b>141 single-family lots</b> <b>65 townhomes</b>	Planned Unit Development off Averette Rd Zoned R & PUD 49.6 acres	PUD Master Plan approved Preliminary Subdivision Plat under review
The Preserve at Jones Dairy Road South <b>221 single-family lots</b>	Planned Unit Development off Averette Rd Zoned R & PUD 54.01 acres	PUD Master Plan approved Preliminary Subdivision Plat under review by Town Board
Regency at Heritage <b>27 single-family lots</b>	Subdivision off Forestville Road S 18-03 17.72 acres	Construction Plan approved, pending start of construction
Thales Academy <b>143 single-family lots</b>	Proposed Planned Unit Development at Averette Rd and Wait Ave. 87.7 acres residential 31.42 acres for institutional	PUD Master Plan approved 6/5/18 Preliminary Subdivision Plat not submitted Site Plan for institutional use not submitted

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## Permitting Activity

The Town of Rolesville issued **twenty-one (21) single-family dwelling, and four (4) townhome building permits. Additionally, five (5) single-family and six (6) townhome Certificates of Occupancy** were also issued in July 2020.

Averette Ridge, Barrington, Barrington Townhomes, Carlton Pointe, Granite Falls, Perry Farms, Stonewater, and Willoughby subdivisions all received new dwelling building permits in July.

Overall, in July 2020 the Town issued **fifty-six (56)** permits (25 new single-family, 20 accessory/additions, 4 trade, and 2 commercial signs). In comparison in July 2019, the Town issued thirty-three (33) permits (18 new single-family permits, 7 accessory/additions, 18 trade, and 4 commercial permits (3 boardwalks and 1 clocktower). Rolesville has experienced an **increase** in permitting activity, issuing seven more new dwelling permits than last year.

### Summary of Activity by Subdivision

Subdivision	Total Buildable Lots	Total Permits Issued Per Development	Unpermitted Lots Remaining	Permits Issued in July	Permits Issued Year To Date	Permits Issued Fiscal Yr. 20/21
Averette Ridge	159	136	23	1	6	1
Barrington (Phase 1)	33	32	1	1	6	1
Carlton Pointe	271	257	14	2	15	2
Granite Falls (Phases 3,4,5 & 6)	101	59	42	6	14	6
Perry Farms	41	38	3	3	3	3
Stonewater (Phase 5)	208	177	31	4	25	4
Willoughby	88	74	14	2	8	2
<b>TOTAL</b>	<b>901</b>	<b>773</b>	<b>128</b>	<b>19</b>	<b>99</b>	<b>19</b>

Townhomes	Total Buildable Lots	Total Permits Issued Per Development	Unpermitted Lots Remaining	Permits Issued in July	Permits Issued Year To Date	Permits Issued Fiscal Yr. 20/21
Barrington Townhomes (Phase 2)	32	13	19	4	13	4
<b>TOTAL</b>	<b>32</b>	<b>13</b>	<b>19</b>	<b>4</b>	<b>13</b>	<b>4</b>

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**FUTURE TOWN BOARD MEETINGS**  
***(Please note this schedule is subject to change)***

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- August 18, 2020      Town Board Regular Meeting – 7:00 pm
- Consent: Approval of Memorandum of Understanding (MOU) Between Town of Rolesville and Rolesville Chamber of Commerce for FY2020-2021.
  - Public Hearing (Quasi-Judicial). Case: SUP 20-01 – Carlton Pointe PUD Special Use Permit Amendment – Greenway Trail Replacement for Previous SUP Conditions.
  - Public Hearing (Quasi-Judicial). Case: PR 20-03. The Preserve @ Jones Dairy Rd (South) Preliminary Subdivision Plat.
  - Cobblestone Development and Purchase Agreements discussion.
- August 25, 2020      Town Board Special Meeting (Virtual) – 6:00 pm
- Receive an update on the UDO and Comprehensive Plan.
  - Discuss the downtown mixed-use proposed zoning in the Cobblestone property area.
- September 1, 2020      Town Board Regular Meeting – 7:00 pm
- Public Comment
  - Public Hearing (Legislative). Case ANX 20-04 Mitchell Mills Road Investors, LLC (Kalas Falls) Voluntary Annexation.
  - Public Hearing. Case UDO TA20-01 – Unified Development Order Text Amendment, R-3 Zoning District – Add Single-Family Dwelling Units as a Permitted Use.
- September 15, 2020      Town Board Regular Meeting – 7:00 pm
- Call for Public Hearing (Quasi-Judicial) PR 20-02: The Preserve @ Jones Dairy Rd (North) Preliminary Subdivision Plat.
  - Call for Public Hearing (Quasi-Judicial) PR 20-04: The Preserve @ Jones Dairy Rd (Central). Preliminary Subdivision Plat.
  - Call for Public Hearing (Quasi-Judicial) PR 20-03: Carolina Legacy Volleyball Site Plan.
- October 6, 2020      Town Board Regular Meeting – 7:00 pm
- Public Comment
  - Case: PR 20-01: The Point, Phases 1 through 10, Preliminary Subdivision Plat. (Admin Approval).
  - Case PR 20-05 Kalas Falls, Preliminary Subdivision Plat. (Admin Approval).
- October 20, 2020      Town Board Regular Meeting – 7:00 pm
- Public Hearing (Quasi-Judicial). Case: SP 20-03 Carolina Legacy Volleyball Site Plan
  - Public Hearing (Quasi-Judicial). Case: PR 20-02. The Preserve @ Jones Dairy Rd (North) Preliminary Subdivision Plat.
  - Public Hearing (Quasi-Judicial). Case: PR 20-04. The Preserve @ Jones Dairy Rd (Central) Preliminary Subdivision Plat.
- Future Board Meetings – Not Scheduled
- Public Hearing (Legislative) Case: MA 20-02 C4 Investments LLC.
  - Public Hearing (Quasi-Judicial) Case: SP 20-01 Elizabeth Springs Amenity Site Plan.
  - Public Hearing (Legislative) Case: ANX 20-03 Hopper Communities, LLC Wheeler Property/Rolesville & Mitchell Mill Roads.
  - Public Hearing (Legislative) Case: MA 20-01 Hopper Communities, LLC, Zone R3-CZ Zoning District for Proposed Annexation Area (ANX 20-03).