



Town Board Regular Meeting
September 15, 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.
4. Proclamation: Suicide Prevention Week

B. CONSENT AGENDA

1. Call for Public Hearing (Quasi-Judicial) for October 20th. PR20-02: The Preserve @ Jones Dairy Rd (North). Preliminary Subdivision Plat.
2. Call for Public Hearing (Quasi-Judicial) for October 20th: PR20-04: The Preserve @ Jones Dairy Rd (Central). Preliminary Subdivision Plat.
3. Call for Public Hearing (Quasi-Judicial) for October 20th: PR20-03: Carolina Legacy Volleyball Site Plan.
4. Call for Public Hearing for October 6, 2020 (Legislative) on Granite Falls Boulevard Extension Agreement.
5. ANX 20-03 Voluntary Annexation Petition for Hopper Communities Subdivision at 1801 Rolesville Road, 6301 Mitchell Mill Road, and consideration of a resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.
6. Case: UDO TA20-1 – R-3 Text Amendment - Add Single-Family Dwellings as permitted use - Ordinance Approval.
7. Case: PR20-03 – The Preserve @ Jones Dairy Road (South) Preliminary Subdivision Plat Order Approval.

C. ITEMS OF BUSINESS

1. Public Hearings: Cobblestone Crossing Economic Development Agreements
 - A. Public Hearing: The Town intends to designate approximately 11 acres of land currently owned by the Town being held for economic development purposes pursuant to NCGS § 158 -7.1(b)
 - B. Public Hearing: The Town intends to convey a fee simple interest in the Property which is currently owned by the Town, to Cobblestone Crossing LLC (“Cobblestone”) for an economic development project pursuant to NCGS § 158 -7.1(d)

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.

C. Public Hearing: The Town proposes to enter into an economic development agreement in which the Town will partner with Cobblestone to build a Town Center Project pursuant to NCGS § 158 -7.1 (h)

2. Fire Services Study Contract

- Consideration of Approval of Contract
- Consideration of Approval of Budget Amendment

D. CLOSED SESSION PURSUANT TO NCGS 143-318.11(a)(6) Personnel

E. ADJOURNMENT



Proclamation of the Town of Rolesville

NATIONAL SUICIDE PREVENTION AND RECOVERY MONTH

WHEREAS, the week of September 6-12, 2020 is National Suicide Prevention Week, and September 2020 is National Recovery Month, when millions of people around the world join their voices to share a message of hope and healing; and

WHEREAS, suicide does not discriminate; it affects every community, every socio-economic group, and people from all walks of life; and

WHEREAS, suicide within the military veteran population is 1.5 times that of non-veterans and even greater among female veterans; and

WHEREAS, in these challenging times messages of hope and healing are needed more than ever; and

WHEREAS, resiliency begins early in life within families, day cares, and schools, and can be strengthened and reinforced throughout the life span; and

WHEREAS, recovery and wellness encompass the whole individual, including mind, body, spirit, and community; and

WHEREAS, the benefits of preventing and overcoming mental health challenges, suicide attempts and loss, and substance abuse are significant and valuable to individuals, families, and our community at large; and

WHEREAS, it is essential that we educate residents about suicide, mental health and substance abuse problems and the ways they affect all people in the community; and

WHEREAS, we must encourage relatives, friends, co-workers, and providers to recognize the signs of a problem, and guide those in need to appropriate services and supports; and

WHEREAS, Suicide Prevention Week and Recovery Month inspire millions of Americans to raise awareness, build resiliency, and find hope.

NOW, THEREFORE I, Ronnie E. Currin, proclaim the month of September 2020 as Suicide Prevention and Recovery Month: "Finding Hope, Building Resiliency, Supporting Recovery".

ATTEST:

Robin E. Peyton
Town Clerk

Ronnie E. Currin
Mayor



Memorandum

TO: Mayor and Town Board of Commissioners
FROM: Danny Johnson, AICP, Planning Director
DATE: September 10, 2020
RE: Consent Item B., 1 B.2, and B.3, Call for public hearings for PR 20-02, PR 20-04, and SP 20-03.

Three planning cases are requested to be scheduled for the public hearings by the Town Board of Commissioners on October 20, 2020. The cases are:

- **PR 20-02, The Preserve at Jones Dairy Road (Central);** A site plan quasi-judicial public hearing for Preliminary Subdivision Plat application by Preserve at Jones Dairy, LLC for 255 single-family residential lots in R&PUD Zoning District located on the Northside of Jones Dairy Road, east of Jones Dairy Subdivision on parcels combine of 89.02 acres, Wake County PIN # 1759888905 & 1759888240 as required by Special Use Permit Condition (SUP 18-05).
- **PR 20-04, The Preserve at Jones Dairy Road (North);** A site plan quasi-judicial public hearing for Preliminary Subdivision Plat application by Preserve at Jones Dairy, LLC for 255 single-family residential lots in R&PUD Zoning District located the North of Sweet Clover Drive in Perry Farms subdivision, East of Winter Springs Drive in Jones Dairy Farm Subdivision on parcels combine of 49.16 acres, Wake County PIN # 1769094682, 1759992822, 1850904753 & 1860000842 as required by Special Use Permit Condition (SUP 18-05).
- **SP 20-03, Carolina Legacy Volleyball, Site Plan and Special Use Permit;** A Special Use Permit and Site Plan quasi-judicial public hearing for Carolina Legacy Volleyball for a one-story commercial building on a total of 2.88 acres, located at 641 and 671 Granite Vista Drive and zoned Office and Professional Special Use District (OP-SUP), Wake County PIN # 1769033076 & 1769022785.

Town Staff Recommendation.

Staff recommends scheduling the public hearings for the above-listed cases.

Suggested Action

I make a motion to schedule the requested public hearings for cases PR 20-02, PR 20-04, and SP 20-03 for October 20, 2020.



Memo

To: Mayor and Town Board of Commissioners

From: Danny Johnson, AICP, Planning Director

Date: September 10, 2020

Re: Consent item B.5, ANX 20-03 Voluntary Annexation Petition for proposed Hopper Communities Subdivision at 1801 Rolesville Road, 6301 Mitchell Mill Road and Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.

Summary Information

The Town has received a non-contiguous voluntary annexation petition for 95.362 acres located at 1801 Rolesville Road and 6301 Mitchell Mill Road. As provided in G.S. 160A-31, the petition should be investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31. The Town Clerk will investigate and determine if all the fee-simple property owners have signed the annexation petition that have ownership for any portion of the properties requested for annexation. The attached resolution directs the Town Clerk to investigate and report back to the Town Board of Commissioners the results of her investigation.

Planning Staff Recommendation

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

Relationship to Current Budget/Goals

None

Suggested Motion:

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

Attachments:

ANX 20-03 Resolution directing the Town Clerk to Investigate the Sufficiency of the Petition.
ANX 20-03 Hopper Communities Annexation Location Map
ANX 20-03 Hopper Communities Annexation Petition
ANX 20-03 Hopper Communities Annexation Bounday Map

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

Case: ANX 20-03

**Voluntary Annexation Petition for 95.362Acres, 1801 Rolesville Road, and
6301 Mitchell Mill Road**

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows received on June 2, 2020, by the Town of Rolesville Board of Commissioners:

Beginning at an iron pipe found in the Northern 60' R/W line of Mitchell Mill Rd. (SR 2224) and having North Carolina Grid Coordinates (NAD 83 (2011)) of N: 776,723.00 feet, E: 2,164,761.89 feet, and being a common corner between Dana F. Bright, et. al. (DB 9828 PG 902) and Lot 7 of Mitchell Meadow Subdivision (BM 2001 PG 1814); thence leaving the Northern 60' R/W line of Mitchell Mill Rd. (SR 2224) North 33°49'30" West, 159.25 feet to an iron pipe found; thence North 33°47'11" West, 508.32 feet to an iron pipe found, a common corner between Dana F. Bright, et. al. (DB 9828 PG 902), Gina F. Wheeler, et. al. (DB 5456 PG 627) and Lot 5 of Mitchell Meadow Subdivision (BM 2001 PG 1814); thence North 87°02'25" West, 197.32 feet to an iron rebar found; thence North 86°32'54" West, 696.42 feet to a point in the center; thence North 11°34'57" East, 664.53 feet to a point; thence North 87°15'14" East, 254.95 feet to an iron rebar found; thence North 00°24'42" West, 189.05 feet to an iron pipe found; thence North 01°39'01" West, 298.96 feet to an iron pipe found; thence South 79°00'56" East, 127.90 feet to a point; thence North 13°35'03" East, 395.38 feet to an iron rebar found; thence South 88°19'57" East, 1,796.45 feet to an iron rebar found; thence South 88°55'44" East, 475.00 feet to a point; thence the following courses down the center line of Buffalo Creek; thence North 65°44'16" East, 102.70 feet to a point; thence South 18°00'04" West, 14.47 feet to a point; thence South 42°30'53" East, 45.95 feet to a point; thence South 6°51'48" West, 20.88 feet to a point; thence South 76°45'14" West, 26.61 feet to a point; thence South 19°06'03" East, 75.60 feet to a point; thence South 21°12'02" East, 67.30 feet to a point; thence South 78°17'04" East, 53.71 feet to a point; thence South 80°26'04" East, 61.46 feet to a point; thence South 70°47'08" East, 63.51 feet to a point; thence South 20°21'33" West, 55.83 feet to a point; thence South 54°55'18" East, 18.68 feet to a point; thence South 88°00'51" East, 67.89 feet to a point; thence South 25°51'48" East, 28.94 feet to a point; thence South 15°51'51" East, 50.19 feet to a point; thence South 15°51'51" East, 32.81 feet to a point; thence the following courses down the center line of Mitchell mill road (S.R. 2224) a 60 foot public right-of-way; thence with a curve to the right, said curve has a radius of 10,151.02 feet, with chord bearing of South 51°28'46" West, 67.90 feet to a point; thence with a curve to the right, said curve has a radius of 20,962.58 feet, with chord bearing of South 50°55'27" West, 151.51 feet to a point; thence with a curve to the right, said curve has a radius of 9,512.05 feet, with chord bearing of South 50°31'07" West, 393.46 feet to a point; thence with a curve to the right, said curve has a radius of 8,816.09 feet, with chord bearing of South 45°11'08" West, 301.64 feet to a point; thence with a curve to the right said curve has a radius of 2,299,367.30 feet, with chord bearing of South 44°29'43" West, 228.79 feet to a point; thence with a curve to the left, said curve has a radius of 18,151.18 feet, with chord bearing of South 45°19'30" West, 279.12 feet to a point; thence with a curve to the left, said curve has a radius of 7,283.93 feet, with chord bearing of South 47°55'59" West, 411.59 feet to a point; thence with a curve to the left, said curve has a radius of 14,402.54 feet, with chord bearing of South 49°50'49" West, 332.72 feet to a point; thence with a curve to the left, said curve has a radius of 2,123.53 feet, with chord bearing of South 52°13'18" West, 165.22 feet to a point; thence with a curve to the left, said curve has a radius of 1,515.57 feet, with chord bearing of South 59°21'35" West, 147.34 feet to a point; thence with a curve to the right, said curve has a radius

of 3,285.30 feet, with chord bearing of South 61°15'45" West, 117.29 feet to a point; thence with a curve to the right, said curve has a radius of 2,666.61 feet, with chord bearing of South 59°23'07" West, 37.74 feet to a point; thence North 33°49'30" West, 30.36 feet to the point of beginning, having an area of 95.362 acres more or less shown on an annexation boundary map titles Annexation Plat Prepared For Hopper Communities, Prepared by Timmons Group, recorded in Book of Maps _____. Page _____.

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

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

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

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

Ronnie I. Currin
Mayor, Town of Rolesville

Attest:

Robin E. Peyton
Town Clerk



ANX 20-03
Hopper Communities

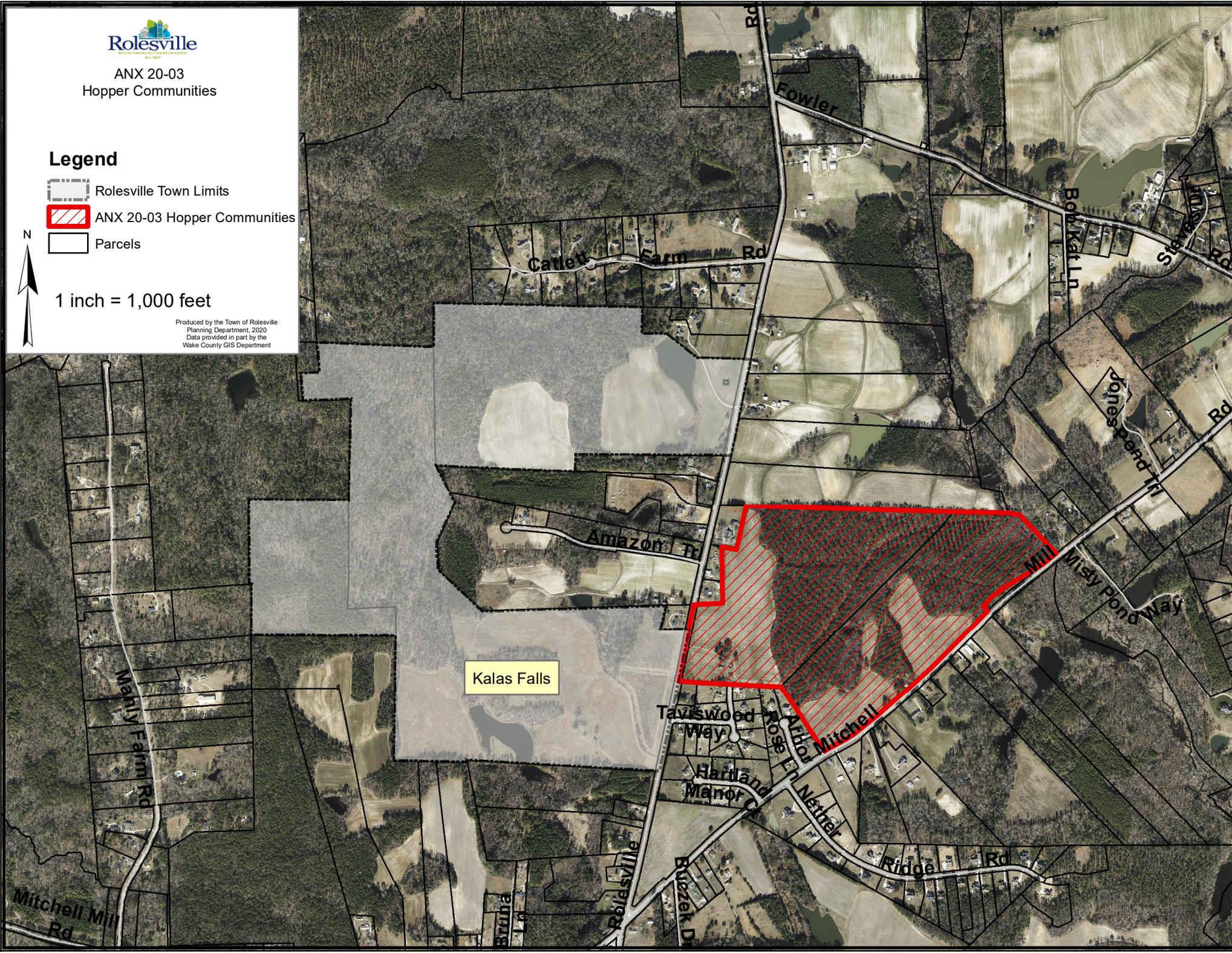
Legend

-  Rolesville Town Limits
-  ANX 20-03 Hopper Communities
-  Parcels



1 inch = 1,000 feet

Produced by the Town of Rolesville
Planning Department, 2020
Data provided in part by the
Wake County GIS Department



TOWN OF ROLESVILLE PETITION FOR ANNEXATION

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

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

SECTION 1 – LOCATION

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

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

SECTION 2 – VESTED RIGHTS

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

SECTION 3 - PROPERTY DETAILS

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1767 58 6083	0044832	DB 9828	PG 902	44.59	\$ 831,243
1767 48 3143	0023177	DB 5456	PG 627	46.8	\$ 961,305
		DB	PG		\$

SECTION 4 - SIGNATURES AND VERIFICATION

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

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

SEE ATTACHED SIGNATURE PAGES
Signature of Owner #1

Date Signed

Signature of Owner #2

Date Signed

- **If property owned by a COMPANY OR CORPORATION** (NOTE: The company or corporation must be legally registered with the State of North Carolina – Office of the Secretary of State)

Name of Corporation

Printed Name of Registered Agent

Signature of Registered Agent

Address, State, Zip of Registered Office:

North Carolina, _____ County

I, _____, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this _____ day of _____, 20____.

Notary Seal

Notary Public
My commission expires: _____

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



Gary Wheeler

1-9-2020
Date

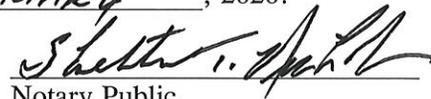
NORTH CAROLINA

COUNTY OF WAKE

I, Shelton T. Nicholson, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

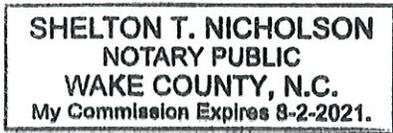
Witness my hand and official seal, this 9 day of JANUARY, 2020.

[Notary Seal]



Notary Public

My commission expires: 8-2-2021



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

Stephen Wheeler
Stephen Wheeler

1/9/2020
Date

NORTH CAROLINA

COUNTY OF WAKE

I, Shelton T. Nicholson, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

Witness my hand and official seal, this 9 day of JANUARY, 2020.

[Notary Seal]

Shelton T. Nicholson
Notary Public

My commission expires: 8-2-2021

SHELTON T. NICHOLSON
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 8-2-2021.

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

James Robert Fowler III
James Robert Fowler III

1-10-2020
Date

NORTH CAROLINA

COUNTY OF WAKE

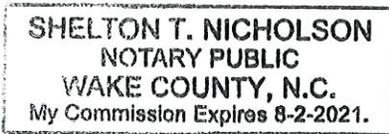
I, *Shelton T. Nicholson*, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

Witness my hand and official seal, this 10 day of JANUARY, 2020.

[Notary Seal]

Shelton T. Nicholson
Notary Public

My commission expires: 8-2-2021



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

Leigh Fowler
Leigh Fowler

January 10 2020
Date

NORTH CAROLINA

COUNTY OF WAKE

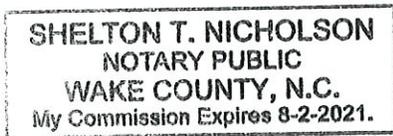
I, Shelton T. Nicholson, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

Witness my hand and official seal, this 10 day of January, 2020.

[Notary Seal]

Shelton T. Nicholson
Notary Public

My commission expires: 8-2-2021



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

Dana Bright
Dana Bright

1-10-2020
Date

NORTH CAROLINA

COUNTY OF WAKE

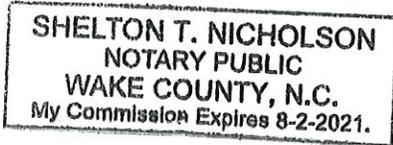
I, Shelton T. Nicholson, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

Witness my hand and official seal, this 10 day of January, 2020.

[Notary Seal]

Shelton T. Nicholson
Notary Public

My commission expires: 8-2-2021



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

Randy Bright
Randy Bright

1-10-2020
Date

NORTH CAROLINA

COUNTY OF WAKE

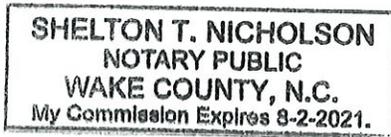
I, *Shelton T. Nicholson*, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instruments.

Witness my hand and official seal, this 10 day of JANUARY, 2020.

[Notary Seal]

Shelton T. Nicholson
Notary Public

My commission expires: 8-2-2021



WAKE COUNTY, NC 332
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/31/2002 AT 11:12:38
STATE OF NORTH CAROLINA
REAL ESTATE EXCISE TAX: \$472
BOOK:009828 PAGE:00902 - 00905

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 472.00

Parcel Identifier No. 0044832 Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: HOLD FOR THE DOYLE LAW FIRM / BOX 55

This instrument was prepared by: Howard G. Doyle

Brief description for the Index: 44.5919 Acres

THIS DEED made this 30 day of December, 2002 by and between

GRANTOR	GRANTEE
Jane Cate Fowler	Dana F. Bright and husband, Randy L. Bright Giny F. Wheeler and husband, Stephen E. Wheeler 7928 Sutterton Court Raleigh, NC 27615

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____, Wake Forest Township, Wake County, North Carolina and more particularly described as follows:

See attached Exhibit A for complete description

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

(Entity Name)

Jane Cate Fowler (SEAL)
Jane Cate Fowler

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

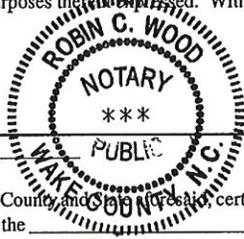
By: _____
Title: _____

(SEAL)

State of North Carolina - County of Wake

I, the undersigned Notary Public of the County and State aforesaid, certify that Jane Cate Fowler personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 30 day of December, 2002

My Commission Expires: 11/24/2006



Robin C Wood
Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: _____ Register of Deeds for _____ County
Deputy/Assistant - Register of Deeds

EXHIBIT A

Grantor conveys a 69.60% interest in the following described property:

BEING all of that tract or parcel of land containing 44.5919 acres as shown on a survey by Precision Surveys, Inc. Entitled "Boundary Survey for: County of Wake" dated September 20, 1998 and recorded in Book of Maps 1998, Page 1776, Wake County Registry, and being all of that tract of land conveyed to Mildred F. Matheny by a deed dated April 3, 1952, recorded in Deed Book 1098, Page 86, said registry.

Laura M Riddick
Register of Deeds
Wake County, NC



Book : 009828 Page : 00902 - 00905

Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.



Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

North Carolina - Wake County

The foregoing certificate ___ of Robin C. Wood

_____ Notary(ies) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time and in the book and page shown on the first page hereof.

Laura M. Riddick, Register of Deeds

By: George W. Parvin
DEPUTY
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

This Document
_____ New Time Stamp
4 # of Pages

BK5456PG0627

000339

PRESENTED
FOR
REGISTRATION

92 DEC 30 PM 2:09

KENNETH C. WILLIAMS
REGISTER OF DEEDS
WAKE COUNTY

Excise Tax .00

Recording Time, Book and Page

Tax Lot No. 0023177, 0023163, 0023162, 0023155 Parcel Identifier No.
Verified by County on the day of, 19.....
by

Mail after recording to HOWARD G. DOYLE, P.O. BOX 632, ZEBULON, NC 27597

This instrument was prepared by HOWARD G. DOYLE

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30TH day of DECEMBER, 1992, by and between

GRANTOR

GRANTEE

JAMES ROBERT FOWLER, JR. AND WIFE,
JANE CATE FOWLER

GINY F WHEELER,
JILL F BRIGHT, AND
JAMES ROBERT FOWLER, III,
AS TENANTS IN COMMON

7400 FOWLER ROAD
ZEBULON NC 27597

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of TRACTS 1,2&3 - LITTLE RIVER Township, WAKE County, North Carolina and more particularly described as follows: TRACT 4 - WAKE FOREST

SEE ATTACHED EXHIBIT A FOR COMPLETE DESCRIPTION.

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

BY:

..... President

ATTEST:

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

J.R. Fowler, Jr. (SEAL)
JAMES ROBERT FOWLER, JR.
Jane Cate Fowler (SEAL)
JANE CATE FOWLER
..... (SEAL)
..... (SEAL)



NORTH CAROLINA, WAKE County.

I, a Notary Public of the County and State aforesaid, certify that JAMES ROBERT FOWLER, JR. AND JANE CATE FOWLER Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30TH day of DECEMBER 1992.

My commission expires: 11/24/96 *Robin P. Vaughn* Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that Secretary of

personally came before me this day and acknowledged that he is Secretary of

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, this day of 19.....

My commission expires: Notary Public

The foregoing Certificate(s) of *Robin P. Vaughn*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

KENNETH C. WILKINS

REGISTER OF DEEDS FOR *Wake* COUNTY

BY *Smylee B. Chamberlain* Deputy Assistant - Register of Deeds

EXHIBIT A

TRACT ONE: BEING that certain parcel described in the deed recorded in Book 1091, Page 438, Wake County Registry, reference to which is made for a more particular description.

TRACT TWO: BEING that certain parcel described in the deed recorded in Book 1065, Page 392, Wake County Registry, reference to which is made for a more particular description.

TRACT THREE: BEING those parcels described in the deed recorded in Book 1424, Page 149, Wake County Registry, reference to which is made for a more particular description.

TRACT FOUR: BEING that certain parcel described in the deed recorded in Book 561, Page 255, Wake County Registry and further described as "Second Tract" in the instrument recorded in Book 2162, Page 217, Wake County Registry, reference to those instruments is made for a more particular description.



TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

LEGAL DESCRIPTION FOR A 95.362 ACRES IN THE CITY OF ROLESVILLE, WAKE COUNTY, NORTH CAROLINA

Beginning at an iron pipe found in the Northern 60' R/W line of Mitchell Mill Rd. (SR 2224) and having North Carolina Grid Coordinates (NAD 83 (2011)) of N: 776,723.00 feet, E: 2,164,761.89 feet, and being a common corner between Dana F. Bright, et. al. (DB 9828 PG 902) and Lot 7 of Michell Meadow Subdivision (BM 2001 PG 1814); thence leaving the Northern 60' R/W line of Mitchell Mill Rd. (SR 2224) North 33°49'30" West, 159.25 feet to an iron pipe found;

thence North 33°47'11" West, 508.32 feet to an iron pipe found, a common corner between Dana F. Bright, et. al. (DB 9828 PG 902), Gina F. Wheeler, et. al. (DB 5456 PG 627) and Lot 5 of Michell Meadow Subdivision (BM 2001 PG 1814); thence North 87°02'25" West, 197.32 feet to an iron rebar found; thence North 86°32'54" West, 696.42 feet to a point in the center;

thence North 11°34'57" East, 664.53 feet to a point;
thence North 87°15'14" East, 254.95 feet to an iron rebar found;
thence North 00°24'42" West, 189.05 feet to an iron pipe found;
thence North 01°39'01" West, 298.96 feet to an iron pipe found;
thence South 79°00'56" East, 127.90 feet to a point;
thence North 13°35'03" East, 395.38 feet to an iron rebar found;
thence South 88°19'57" East, 1,796.45 feet to an iron rebar found;
thence South 88°55'44" East, 475.00 feet to a point;
thence the following courses down the center line of Buffalo Creek:
thence North 65°44'16" East, 102.70 feet to a point;
thence South 18°00'04" West, 14.47 feet to a point;
thence South 42°30'53" East, 45.95 feet to a point;
thence South 6°51'48" West, 20.88 feet to a point;
thence South 76°45'14" West, 26.61 feet to a point;
thence South 19°06'03" East, 75.60 feet to a point;
thence South 21°12'02" East, 67.30 feet to a point;
thence South 78°17'04" East, 53.71 feet to a point;
thence South 80°26'04" East, 61.46 feet to a point;
thence South 70°47'08" East, 63.51 feet to a point;
thence South 20°21'33" West, 55.83 feet to a point;
thence South 54°55'18" East, 18.68 feet to a point;
thence South 88°00'51" East, 67.89 feet to a point;
thence South 25°51'48" East, 28.94 feet to a point;
thence South 15°51'51" East, 50.19 feet to a point;
thence South 15°51'51" East, 32.81 feet to a point;
thence the following courses down the center line of Mitchell mill road (S.R. 2224) a 60 foot public right-of-way:

thence with a curve to the right, said curve has a radius of 10,151.02 feet, with chord bearing of South 51°28'46" West, 67.90 feet to a point;

5410 Trinity Rd. Suite 102 | Raleigh, NC 27607

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thence with a curve to the right, said curve has a radius of 20,962.58 feet, with chord bearing of South 50°55'27" West, 151.51 feet to a point;
thence with a curve to the right, said curve has a radius of 9,512.05 feet, with chord bearing of South 50°31'07" West, 393.46 feet to a point;
thence with a curve to the right, said curve has a radius of 8,816.09 feet, with chord bearing of South 45°11'08" West, 301.64 feet to a point;
thence with a curve to the right said curve has a radius of 2,299,367.30 feet, with chord bearing of South 44°29'43" West, 228.79 feet to a point;
thence with a curve to the left, said curve has a radius of 18,151.18 feet, with chord bearing of South 45°19'30" West, 279.12 feet to a point;
thence with a curve to the left, said curve has a radius of 7,283.93 feet, with chord bearing of South 47°55'59" West, 411.59 feet to a point;
thence with a curve to the left, said curve has a radius of 14,402.54 feet, with chord bearing of South 49°50'49" West, 332.72 feet to a point;
thence with a curve to the left, said curve has a radius of 2,123.53 feet, with chord bearing of South 52°13'18" West, 165.22 feet to a point;
thence with a curve to the left, said curve has a radius of 1,515.57 feet, with chord bearing of South 59°21'35" West, 147.34 feet to a point;
thence with a curve to the right, said curve has a radius of 3,285.30 feet, with chord bearing of South 61°15'45" West, 117.29 feet to a point;
thence with a curve to the right, said curve has a radius of 2,666.61 feet, with chord bearing of South 59°23'07" West, 37.74 feet to a point;
thence North 33°49'30" West, 30.36 feet to the point of beginning.

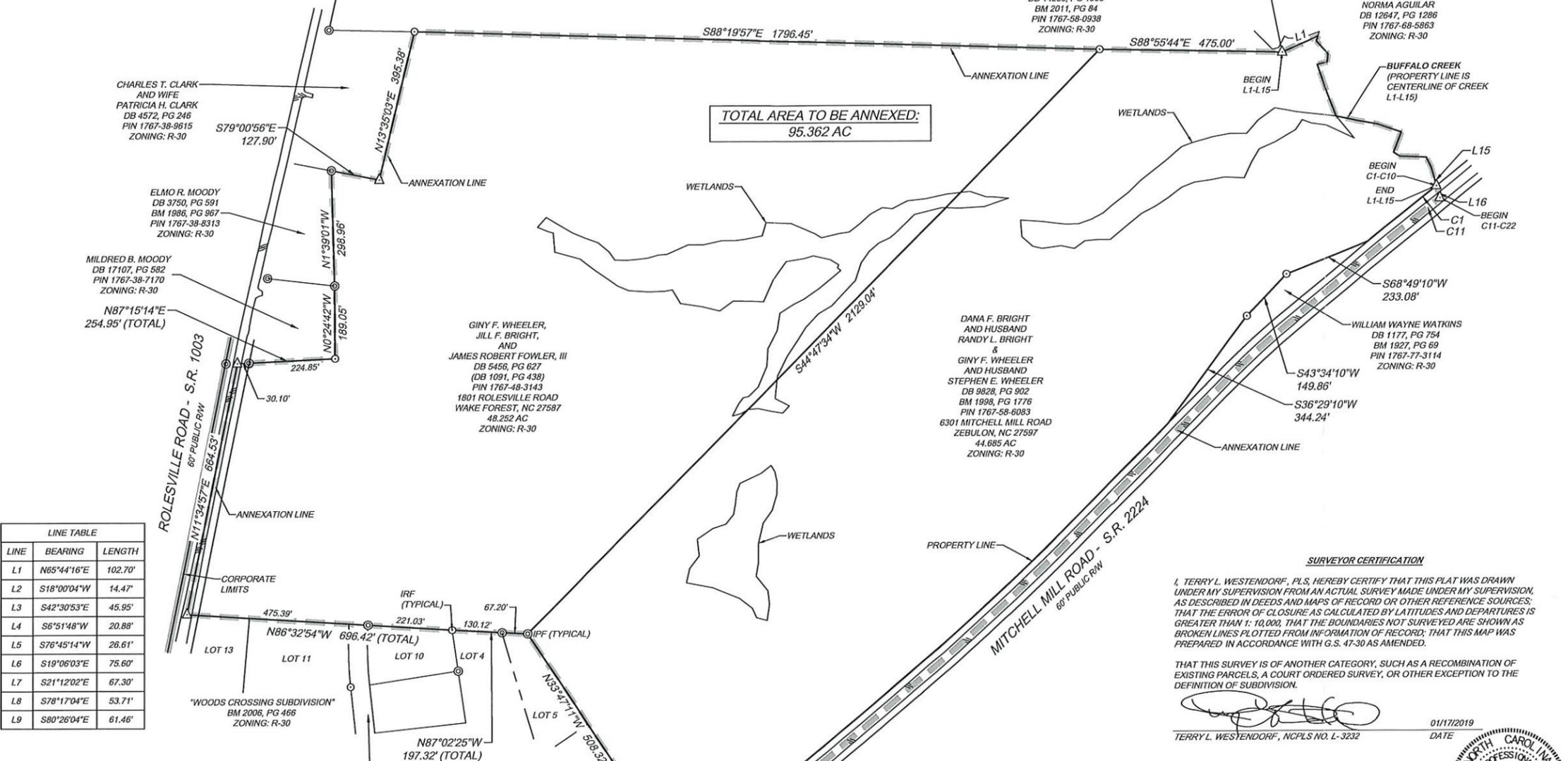
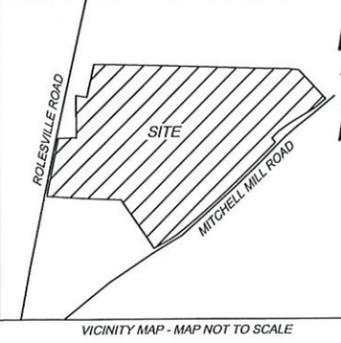
Containing 95.362 acres, more or less.

Y:\902143398-Wheeler Tract\DWG\Annexation Plat\3398-9021-Annexation Plat.dwg | Plotted on 1/17/2020 9:23 AM | by Mike Mills

ANNEXED AREA DESCRIPTION:
 BEGINNING AT AN IRON PIPE FOUND IN THE NORTHERN 60' R/W LINE OF MITCHELL MILL RD. (SR 2224) AND HAVING NORTH CAROLINA GRID COORDINATES (NAD 83 (2011)) OF N 778.7530 FEET, E 2,164.761 89 FEET, AND BEING A COMMON CORNER BETWEEN DANA F. BRIGHT, ET AL. (DB 8528 PG 902) AND LOT 7 OF MITCHELL MEADOW SUBDIVISION (BM 2001 PG 1814); THENCE LEAVING THE NORTHERN 60' R/W LINE OF MITCHELL MILL RD. (SR 2224) NORTH 33°49'30" WEST, 159.25 FEET TO AN IRON PIPE FOUND; THENCE NORTH 33°41'1" WEST, 58.32 FEET TO AN IRON PIPE FOUND, A COMMON CORNER BETWEEN DANA F. BRIGHT, ET AL. (DB 8528 PG 902), GINA F. WHEELER, ET AL. (DB 5456 PG 627) AND LOT 5 OF MITCHELL MEADOW SUBDIVISION (BM 2001 PG 1814); THENCE NORTH 87°02'25" WEST, 197.32 FEET TO AN IRON REBAR FOUND; THENCE NORTH 86°32'54" WEST, 596.42 FEET TO A POINT IN THE CENTER OF BUFFALO CREEK; THENCE NORTH 11°34'57" EAST, 664.53 FEET TO A POINT; THENCE NORTH 87°10'14" EAST, 54.95 FEET TO AN IRON REBAR FOUND; THENCE NORTH 00°24'42" WEST, 189.05 FEET TO AN IRON PIPE FOUND; THENCE NORTH 01°39'01" WEST, 298.98 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 79°00'56" EAST, 127.90 FEET TO A POINT; THENCE NORTH 13°30'31" EAST, 395.38 FEET TO AN IRON REBAR FOUND; THENCE SOUTH 88°19'27" EAST, 178.45 FEET TO AN IRON REBAR FOUND; THENCE SOUTH 88°55'44" EAST, 475.00 FEET TO A POINT; THENCE THE FOLLOWING COURSES DOWN THE CENTER LINE OF BUFFALO CREEK:
 THENCE NORTH 65°44'16" EAST, 102.70 FEET TO A POINT; THENCE SOUTH 18°00'04" WEST, 14.47 FEET TO A POINT; THENCE SOUTH 42°30'53" EAST, 45.95 FEET TO A POINT; THENCE SOUTH 6°51'48" WEST, 20.88 FEET TO A POINT; THENCE SOUTH 76°45'14" WEST, 26.61 FEET TO A POINT; THENCE SOUTH 19°06'03" EAST, 75.60 FEET TO A POINT; THENCE SOUTH 21°12'02" EAST, 67.30 FEET TO A POINT; THENCE SOUTH 68°19'27" EAST, 63.51 FEET TO A POINT; THENCE SOUTH 20°21'33" WEST, 55.83 FEET TO A POINT; THENCE SOUTH 54°55'18" EAST, 18.68 FEET TO A POINT; THENCE SOUTH 88°00'51" EAST, 67.89 FEET TO A POINT; THENCE SOUTH 25°51'48" EAST, 28.94 FEET TO A POINT; THENCE SOUTH 15°51'51" EAST, 50.19 FEET TO A POINT; THENCE SOUTH 15°51'51" EAST, 32.81 FEET TO A POINT; THENCE THE FOLLOWING COURSES DOWN THE CENTER LINE OF MITCHELL MILL ROAD (S.R. 2224) A 60' FOOT PUBLIC RIGHT-OF-WAY:
 THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 10,151.02 FEET, WITH CHORD BEARING OF SOUTH 51°28'46" WEST, 67.90 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 20,962.58 FEET, WITH CHORD BEARING OF SOUTH 50°55'27" WEST, 151.51 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 9,512.05 FEET, WITH CHORD BEARING OF SOUTH 50°31'07" WEST, 393.46 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 8,816.09 FEET, WITH CHORD BEARING OF SOUTH 45°11'38" WEST, 301.64 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 2,299.3673 FEET, WITH CHORD BEARING OF SOUTH 44°24'43" WEST, 228.79 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 18,151.18 FEET, WITH CHORD BEARING OF SOUTH 45°19'20" WEST, 278.12 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 2,123.53 FEET, WITH CHORD BEARING OF SOUTH 47°55'59" WEST, 411.59 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 14,402.54 FEET, WITH CHORD BEARING OF SOUTH 49°49'49" WEST, 332.72 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 2,299.3673 FEET, WITH CHORD BEARING OF SOUTH 47°55'59" WEST, 411.59 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 1,515.57 FEET, WITH CHORD BEARING OF SOUTH 52°13'18" WEST, 165.22 FEET TO A POINT; THENCE WITH A CURVE TO THE LEFT, SAID CURVE HAS A RADIUS OF 1,515.57 FEET, WITH CHORD BEARING OF SOUTH 52°13'18" WEST, 165.22 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 3,285.30 FEET, WITH CHORD BEARING OF SOUTH 59°21'35" WEST, 147.34 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 3,285.30 FEET, WITH CHORD BEARING OF SOUTH 61°15'54" WEST, 117.29 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT, SAID CURVE HAS A RADIUS OF 2,666.61 FEET, WITH CHORD BEARING OF SOUTH 59°23'07" WEST, 37.74 FEET TO A POINT; THENCE NORTH 33°49'30" WEST, 30.36 FEET TO THE POINT OF BEGINNING.
 CONTAINING 95.362 ACRES, MORE OR LESS.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10181.34'	80.68'	40.34'	0°27'15"	S51°30'53"W	80.68'
C2	20992.91'	146.94'	73.47'	0°24'04"	S50°55'51"W	146.94'
C3	2299397.52'	226.56'	113.28'	0°00'20"	S44°29'43"W	226.56'
C4	18120.85'	278.40'	139.20'	0°52'49"	S45°19'30"W	278.40'
C5	7253.61'	409.88'	204.99'	3°14'15"	S47°56'03"W	409.82'
C6	14372.21'	332.26'	166.14'	1°19'28"	S49°50'50"W	332.25'
C7	2093.21'	162.48'	81.28'	4°26'51"	S52°12'44"W	162.44'
C8	1485.25'	143.85'	71.98'	5°32'58"	S59°22'11"W	143.80'
C9	3315.62'	118.47'	59.24'	2°02'50"	S61°15'40"W	118.46'
C10	2696.93'	39.78'	19.89'	0°50'42"	S59°22'14"W	39.78'

- SURVEY NOTES:**
- PER THE FEMA FLOODPLAIN MAPS, THE PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X, PER FIRM MAP NO. 3720176600J PANEL 1766, EFFECTIVE DATE MAY 2, 2006.
 - HORIZONTAL CONTROL IS BASED ON NC STATE GRID, NAD83 (2011) AS DETERMINED BY GPS. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
 - NOT ALL IMPROVEMENTS LOCATED ON THE PROPERTY HAVE BEEN SHOWN.
 - AREA COMPUTATION IS BY THE COORDINATE METHOD.
 - THIS SURVEY WAS COMPLETED WITHOUT BENEFIT OF A TITLE SEARCH.
 - RIGHT-OF-WAY AND PROPERTY BOUNDARY INFORMATION IS BASED ON REFERENCES AS SHOWN HEREON.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N65°44'16"E	102.70'
L2	S18°00'04"W	14.47'
L3	S42°30'53"E	45.95'
L4	S6°51'48"W	20.88'
L5	S76°45'14"W	26.61'
L6	S19°06'03"E	75.60'
L7	S21°12'02"E	67.30'
L8	S78°17'04"E	53.71'
L9	S80°26'04"E	61.46'

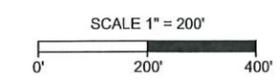
LINE TABLE		
LINE	BEARING	LENGTH
L10	S70°47'08"E	63.51'
L11	S20°21'33"W	55.83'
L12	S54°55'18"E	18.68'
L13	S88°00'51"E	67.89'
L14	S25°51'48"E	28.94'
L15	S15°51'51"E	50.19'
L16	S15°51'51"E	32.81'
L17	N33°49'30"W	30.36'

LEGEND

PROPERTY LINE SURVEYED
 LINE NOT SURVEYED
 EXISTING IRON PIPE FOUND
 EXISTING IRON REBAR FOUND
 EXISTING CONC MONUMENT FOUND
 EXISTING AXLE FOUND
 IRON REBAR SET
 COMPUTED POINT
 PROPERTY ADDRESS

--- CONTIGUOUS CORPORATE LIMITS
 - - - ANNEXATION LINE

IPF
 CMF
 AXF
 IRF
 CP
 XXXX



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C11	10151.02'	67.90'	33.95'	0°23'00"	S51°28'46"W	67.90'
C12	20962.58'	151.52'	75.76'	0°24'51"	S50°55'27"W	151.51'
C13	9512.05'	393.48'	196.77'	2°22'13"	S50°31'07"W	393.46'
C14	8816.09'	301.66'	150.84'	1°57'38"	S45°11'08"W	301.64'
C15	2299367.06'	228.79'	114.39'	0°00'21"	S44°29'43"W	228.79'
C16	18151.18'	279.12'	139.56'	0°52'52"	S45°19'30"W	279.12'
C17	7283.93'	411.64'	205.88'	3°14'17"	S47°55'59"W	411.59'
C18	14402.54'	332.73'	166.37'	1°19'25"	S49°50'49"W	332.72'
C19	2123.53'	165.27'	82.67'	4°27'33"	S52°13'18"W	165.22'
C20	1515.57'	147.40'	73.76'	5°34'21"	S59°21'35"W	147.34'
C21	3285.30'	117.30'	58.66'	2°02'45"	S61°15'45"W	117.29'
C22	2666.61'	37.74'	18.87'	0°48'40"	S59°23'07"W	37.74'

SURVEYOR CERTIFICATION

I, TERRY L. WESTENDORF, PLS, HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, AS DESCRIBED IN DEEDS AND MAPS OF RECORD OR OTHER REFERENCE SOURCES; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS GREATER THAN 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION OF RECORD; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS A RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

TERRY L. WESTENDORF, NCPLS NO. L-3232
 DATE 01/17/2019



**ANNEXATION PLAT
 PREPARED FOR
 HOPPER COMMUNITIES**

WAKE FOREST TWP	WAKE COUNTY, NC
DATE: JANUARY 17, 2020	SCALE: 1" = 200'
SHEET 1 OF 1	J.N.: 43398
DRAWN BY: MM	CHECK BY: TLW
FIELD EDIT BY:	
MAP CHECKED BY: MM, JANUARY 15, 2020	
REVISED:	

TIMMONS GROUP

THIS DRAWING PREPARED AT THE
 RALEIGH OFFICE
 5410 TRINITY ROAD, SUITE 102, | RALEIGH, NC 27607
 TEL 919.866.9951 FAX 919.859.5665 www.timmons.com
 NORTH CAROLINA LICENSE NUMBER: C-1926

YOUR VISION ACHIEVED THROUGH OURS.

Site Development Residential Infrastructure Technology



Memo

To: Mayor and Town Board of Commissioners

From: Danny Johnson, AICP, Planning Director

Date: September 10, 2020

Re: Consent agenda item, B.6. UDO Text Amendment: TA-20-01, Amendment to Article 5: Use And Dimensional Standards and Article 6 Supplementary District Standards, Section 6.5 Residential III District of the UDO to add single-family dwellings as a permitted use with lot specification standards.

Summary Information

As results of the public hearing on September 1, 2020, for TA-20-01, Amendment to Article 5: Use And Dimensional Standards and Article 6 Supplementary District Standards, Section 6.5 Residential III District of the UDO to add single-family dwellings as a permitted use with lot specification standards, the Town Board tentatively approved the Text Amendment with directed revisions to the proposed Text Amendment and directed Town Staff to present a revised text amendment ordinance for final approval and approving the Resolution No 2020-R-15 Consistency Statement. Attached is the revised TA 20-01 Text Amendment and Resolution No 2020 R-15 Consistency Statement for approval.

Suggested Board Motion:

I make a motion to approve the requested UDO TA 20-01, Amendment to Article 5: Use And Dimensional Standards and Article 6 Supplementary District Standards, Section 6.5 Residential III District of the UDO to add single-family dwellings as a permitted use with lot specification standards and the Resolution No. 2020-R-15, Consistency Statement.

Attachments:

TA 20-01 UDO Text Amendment to Article 5: Use and Dimensional Standards, and Article 6 Supplementary District Standards
TA 20-01 Resolution No 2020-R-15 Statement of Consistency

**AN ORDINANCE TO AMEND THE
UNIFIED DEVELOPMENT ORDINANCE
TOWN OF ROLESVILLE, NORTH CAROLINA
Case Number UDO TA 20-01**

WHEREAS, the Rolesville Board of Commissioners wishes to amend certain provisions of the Rolesville Unified Development Ordinance (“UDO”) relating to permitted uses and regulation of uses within the R3 Zoning District; and

WHEREAS, on September 1, 2020, following notice and public hearing as required by Article 19 of the North Carolina General Statutes Section, the Board adopted the following amendments by a unanimous vote; and

WHEREAS, pursuant to action of the Board, the amendments were to become effective upon their codification.

NOW THEREFORE, those amendments to the UDO adopted on September 1 are hereby codified by the incorporation of the following changes by the deletions (strikethrough) and additions (underline) set forth below.

[Except as expressly indicated, all provisions of the UDO remain unchanged.]

AMENDMENTS: 1. Section 5.1 Table of Permitted Uses.

	<i>R8 OW</i>	<i>R4 OW</i>	<i>R1</i>	<i>R1- S</i>	<i>R1- D</i>	<i>R2</i>	<i>R2- D</i>	<i>R3</i>	<i>RM H</i>	<i>Ru MH</i>	<i>UM H</i>	<i>C</i>	<i>CO</i>	<i>C H</i>	<i>OP</i>	<i>I</i>
Dwelling – single-family detached	x	x	x	x	x	x	x	<u>x</u>	x	x	x		s	s		
Public recreational parks & centers	x	x	x	x	x	x	x	<u>x</u> s	x	x	x					
Private recreation facilities part of subdivision or HOA	x	x	x	x	x	x	x	<u>x</u>	x	x	x					

2. Section 5.2 Dimensional Requirements.

5.2.1 Table of Dimensional Requirements

Zoning District	Minimum Lot Area (in square feet)	Minimum Lot Width (in feet)	Front Yard Setback (from ROW in feet)	Side Yard Setback (in feet)	Corner Yard Setback (in feet)	Rear Yard Setback (in feet)
R1	20,000	100	30	12	22	25
R1-S	20,000	100	30	12	22	25
R1-D	20,000	100	30	12	22	25
R2	15,000	85	30	12	22	25
R2-D	20,000	100	30	12	22	25
<i>R3 (Single Family Use)</i>	<u>10,000</u>	<u>65</u>	<u>25</u>	<u>10</u>	<u>15</u>	<u>25</u>
R3 – Multi (Multi Family Use)	20,000	100	15	15	10	15
R3 – Townhomes (Townhome Use)	N/A	20	15	0 with 30' minimum between structures	10	15
RMH	20,000	85	30	12	22	25
RuMH	10,000	50	25	10	20	15
UMH	7,260	50	25 on paved street	10	20	15
C	None except for those required by Health Department	None except for those required by Health Department	None except for those required by Health Department	None or 5 feet if abutting residential use	None or 5 feet if abutting residential use	35
CO	20,000	100	20	15	25	35
CH	20,000	100	20	15	25	35
OP	20,000	75	30	15	25	35
I	20,000	100	30	15	25	35

3. Section 6.5 R3 – Residential 3 District

Section 6.5: - ~~R-III-3~~ - Residential - District

The ~~R-III-3~~ Residential ~~III-3~~ District (~~“R-III” or “R3”~~) is established as a district in which the principal use of the land is for high density, pedestrian-friendly residential purposes. The regulations of this district are intended to discourage any use which, because of its character, would be a nuisance to the development of residences and would be detrimental to the quiet residential nature of the areas included within this district.

[Intervening paragraph unchanged]

An R-III development shall total no more than 20 acres in size. No more than fifteen (15) gross acres within of any R3 Zoning District subdivision may be assigned to Townhome and Multi-Family uses. This acreage limit shall be applied to the total of all Townhome and Multi-Family uses within a subdivision. Notwithstanding the foregoing, the acreage limit may be divided within and/or distributed throughout a subdivision.

[Intervening paragraphs unchanged]

Density Requirements:

Maximum overall density for an R-III~~3~~ development subdivision shall not exceed five (5) units per gross acre for Single Family, eight (8) units per gross acre for ~~townhouse units~~Townhome or twelve (12) units per gross acre for ~~apartment units~~Multi-Family.

[Intervening paragraphs unchanged]

4. Section 6.5.2 - Single Family

[The following is appended as a new subsection.]

6.5.2 - Single Family

6.5.2.1 Lot Specifications:

See Section 5.2 Table of Dimensional Requirements for the R3 Zoning District dimensional requirements for Single-Family uses.

5. Miscellaneous

Any remaining uses of the terms "R-III" or "RIII" wherever appearing in the UDO are hereby replaced with the term "R3".

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SIGNATURE & CERTIFICATION PAGE FOLLOWS

Adopted this ____ day of September 2020 by the Town of Rolesville Board of Commissioners.

Ronnie I. Currin
Town of Rolesville Mayor

CERTIFICATION

I, _____, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on the 1st day of September 2020 and codified on this, the ____ day of September 2020.

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

(seal)

Robin Peyton
Town Clerk



RESOLUTION NO. 2020-R-15
TOWN BOARD OF COMMISSIONERS STATEMENT OF CONSISTENCY
Case No.: UDO TA 20-01

WHEREAS, A request for an ordinance text amendment submitted by Hopper Communities, LLC as UDO TA 20-01 to amend, Article 5 Use and Dimensional Standards, Section 5.1 and 5.2, and Article 6, Supplementary District Standards, Section 6.5.

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

WHEREAS, the Rolesville Planning Board at their meeting on August 24, 2020, considered the requested ordinance text amendment and by a unanimous vote of the Board recommended to the Town Board of Commissioners to approve the requested UDO Text Amendment 20-01 as requested. The request is reasonable and in the public interest; the change is consistent with the Rolesville Comprehensive Plan to allow provisions to be revised to the UDO's R-III zoning district to add single-family dwellings as a permitted use with minimum dimensional standards that are greater or similar to surrounding communities.

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

The Town Board finds that the proposed ordinance text amendment is consistent with the Rolesville Comprehensive Plan. The request is reasonable and in the public interest to add single-family dwellings as a permitted use to the UDO's R-III zoning district with minimum dimensional standards that are greater or similar to surrounding communities.

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

Ayes: _____

Noes: _____

Absent or Excused: _____

Ronnie I Currin, Mayor

ATTEST:

Robin E. Peyton, Town Clerk

[SEAL]

**STATE OF NORTH CAROLINA
TOWN OF ROLESVILLE**

**BEFORE THE TOWN OF ROLESVILLE
BOARD OF COMMISSIONERS
CASE PR 20-03**

**PRESERVE AT JONES DAIRY, LLC (Developer/
Applicant) & STEPHANIE MULLEN DAVIS
And JOHN HUGH DAVIS & PERRY FAMILY
FARM LLC (Property Owners)
APPLICATION FOR PRELIMINARY
SUBDIVISION PLAT APPROVAL
FOR 216 LOT RESIDENTIAL SUBDIVISION
LOCATED ON JONES DAIRY ROAD**

**EVIDENTIARY HEARING
FINDING OF FACT AND
CONCLUSIONS OF LAW**

This request from **PRESERVE AT JONES DAIRY, LLC & STEPHANIE MULLEN DAVIS and JOHN HUGH DAVIS & PERRY FAMILY FARM LLC** (together, the “Applicant”), pursuant to Rolesville Unified Development Ordinance (the “UDO”) Section 6.3, for approval of a preliminary subdivision plat of a 216-lot residential subdivision located on the Southside of Jones Dairy Road on 54.01 acres in Rolesville, North Carolina, known as “The Preserve at Jones Dairy Subdivision (South Section)” came before the Town of Rolesville Board of Commissioners (the “Board”) on August 18, 2020. The real property located on the Southside of Jones Dairy Road, Rolesville, North Carolina having Wake County Parcel Identification Numbers 1759-88-8905, 1759-88-8240 and 1759-78-6199 (the “Property”).

Based upon testimony of the witnesses, documentary evidence, exhibits and other evidence presented at the August 18, 2020 public hearings, the Board voted 4 -1 to APPROVE the preliminary subdivision plat, with the Conditions set forth below, allowing the development of a 216-lot residential subdivision as required by Special Use Permit 18-05 and as reflected on said approved plat.

The Board’s decision to approve the preliminary subdivision plat application is based on the Findings of Fact and Conclusions of Law set forth below:

FINDINGS OF FACT

1. The Applicant is seeking Preliminary Subdivision Plat Approval for a 216-lot residential subdivision located on the Southside of Jones Dairy Road, Rolesville, North Carolina known as “The Preserve at Jones Dairy Subdivision (South Section)”.
2. The Property is approximately 54.01 acres.
3. The application and other records pertaining to the Preliminary Subdivision Plat Approval application are part of the record.
4. Notice has been provided as required by law.
5. The Property currently is located in Residential and Planning Unit Development Zoning Districts (R&PUD).
6. Pursuant to the UDO, and in accordance with Special Use Permit 18-05, Preliminary Subdivision Plat Approval is required for The Preserve at Jones Dairy Subdivision (South Section) Subdivision.
7. The Applicant submitted Preliminary Subdivision Plat Approval Application to the Town of Rolesville requesting that the Town approve the preliminary subdivision plat reflecting a subdivision consisting of a 216-lot residential subdivision upon the Property (the “Application”).
8. Following advertisement, the Board conducted a quasi-judicial public hearing on the Application on August 18, 2020 (the “Hearing”).
9. The land use classification for the Property is R&PUD which is consistent with the request in the Application.
10. The Property is currently located in Town’s corporate limits or within the Town’s extraterritorial jurisdiction (“ETJ”) and will have fire and police protection as well as public water and sewer.
11. All applicable sections of the UDO are satisfied and met by the proposed plan, including, but not limited to proposed public streets, sidewalks, greenway, mail kiosk parking, and contains 14.2% of open space area, 10% required by the UDO.
12. The proposed preliminary subdivision plat is following the approved SUP 18-05 PUD Master Plan for The Preserve at Jones Dairy Road (South).
13. The following witnesses were qualified as experts in their respective fields: George McIntyre – Civil Engineer with CAA Engineering; Rynal Stephenson – Traffic Engineer with Ramey Kemp Associates. Collectively, these expert witnesses’ sworn testimony provided that:

- a. Based upon market analysis, the proposed development will not have a negative impact on the value of adjoining property;
- b. Based upon recent development approvals and trends in the area, the proposed development is compatible with the surrounding areas as to the scale, bulk, coverage, density and character of the surrounding neighborhood;
- c. The proposed use will not cause any foreseeable traffic issues related to flow or parking because of existing and planned transportation infrastructure, including the commitments contained within the Application related to road improvements;
- d. The proposed development is consistent with the Comprehensive Plan, other applicable official plans, manuals or documents adopted by the Town;
- e. The proposed use of the Property complies with applicable requirements of the UDO;
- f. The proposed use of the Property is appropriately located with respect to public facilities and infrastructure; and
- g. The proposed use will not materially endanger the public health or safety.

CONCLUSIONS OF LAW

1. Based upon the uncontroverted competent, substantial, and material evidence appearing in the record at the Hearing and in the Application, the approval criteria of a Preliminary Subdivision Plat contained in Section 6.3 of the UDO and as required by have been met, specifically:
 - a. The proposed use of the Property will not materially endanger the public health or safety;
 - b. The proposed use of the Property will not substantially injure the value of the adjoining property;
 - c. The proposed use of the Property will be in harmony with the scale, bulk, coverage, density and character of the area or neighborhood in which it is located;
 - d. The proposed use of the Property generally conforms with the Comprehensive Plan and other official plans and manuals or documents adopted by the Town;

- e. The proposed use of the Property is appropriately located with respect to transportation facilities, water supply, fire and police protection, wasted disposal and similar facilities;
 - f. The proposed use of the Property will not cause undue traffic congestion or create a traffic hazard; and
 - g. The proposed use of the Property will comply with all applicable requirements of the UDO and the approved SUP 18-05 PUD Master Plan for The Preserve at Jones Dairy Road (South).
2. That based upon the foregoing, the Applicant is entitled to approval of the requested preliminary subdivision plat for a 216-lot residential subdivision on the Property subject to those conditions set forth below.

CONDITIONS OF APPROVAL

The Preliminary Subdivision Plat is approved without further conditions.

ACCORDINGLY, based upon the foregoing FINDINGS OF FACT and CONCLUSIONS OF LAW, the Town of Rolesville Board of Commissioners hereby approves the preliminary subdivision plat for a residential subdivision consisting of 216 residential lots as set forth in application PR 20-03.

THIS THE _____ DAY OF _____, 2020.

 Ronnie I. Currin
 Mayor, Town of Rolesville

CERTIFICATION

I, _____, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of a development order duly adopted at the meeting of the Town of Board of Commissioners held on the _____ day of _____, 2020.

 Town of Rolesville Clerk



Memorandum

To: Mayor and Town Board
From: Mical McFarland, Comm. & Econ. Development Manager
Date: September 15, 2020
Re: Agenda Item #C1 Public Hearings - Cobblestone Crossing Economic Development Agreement

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 Town Center Project (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. The Project was also on the August 18 Town Board meeting agenda to provide an additional opportunity for further discussion.

Update

Public hearings are required when an economic development agreement and purchase and sale agreement are being considered by the Town. At the August 18 meeting the Board decided to schedule these public hearings for September 15. The legal notice of public hearings as required by state statute was published in the Wake Weekly on September 3, 2020. The purpose of the hearings is to take public comment concerning the Town’s proposal to enter into a series of agreements concerning an economic development project in the historic town center and the appropriation of Town money for the economic development project.

The Town intends to designate land currently owned by the Town and containing eleven and nine hundredths (11.09) acres, more or less, located in the State of North Carolina, County of Wake, Township of Wake Forest, and Town of Rolesville northwest of the intersection of Main Street and Young Street and having Wake County PINs of 1769-01-2542, 1769-01-3355, 1769-01-3468, 1769-01-3520, 1769-01-4357, 1769-01-4576, 1769-01-4654, 1769-01-5408, 1769-01-5454, and 1769-01-0454 on the Wake County tax records as being held for economic development purposes pursuant to North Carolina General Statute §158-7.1.

The Town intends to convey a fee simple interest in the Property which is currently owned by the Town, to Cobblestone Crossing LLC (“Cobblestone”) for an economic development project pursuant to North Carolina General Statute §158-7.1. The Board has determined that the total value of the Property is \$2,080,000.00 and the Town intends to convey the Property for \$2,080,000.00.

The Town proposes to enter into an economic development agreement in which the Town will partner with Cobblestone to build a Town Center Project. The Town has made a tentative conclusion that entering into the proposed agreement with Cobblestone will increase the Town’s taxable property, employment, and business prospects terms.

Pursuant to the agreement, Cobblestone will entitle, design, and build the Project. The Project will include space for residential, commercial, government, and public uses. Stated in the agreement, the Town will provide the following economic development incentives to Cobblestone:

- The Town will contribute a maximum of \$250,000 (not to exceed 50% of the total cost of undergrounding) to the approved undergrounding project of the Duke Energy Utilities located at the intersection of Main and Young Streets.
- The Town will provide approximately \$90,000 in performance-based commercial construction incentives.
- The Town will provide approximately \$160,000 in credits against Town Parks and Recreation fees.
- 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 \$500,000.

Since the draft Economic Development Agreement brought before the Town Board on August 18, no substantial changes have been made, but revisions do include:

- Updating Section 1 to include all items already provided by the developer with the schematic design.
- Renaming Section 1b to Section 2 listing “additional information” that needs to be provided within 30 days after the agreement becomes effective.
- Updating Section 5 (formerly Section 4) to remove reference to 113 W. Young Street and correcting the planned commercial square footage of the first phase.
- Exhibits A, B, and C have now been included; An Area (Vicinity) Map, the schematic design, and List of Prohibited Uses respectively.

In addition, the developer has provided a status update on the “additional information” in Section 2 which is herein attached.

Board Options

- Approve the Economic Development Agreement, along with the Purchase & Sale Agreement.
- Deny the Economic Development Agreement.
- Amend the Economic Development Agreement.

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

Staff recommends entering into an Economic Development Agreement and Purchase & Sale Agreement to partner with the developer on building the Town Center project.

Attachments:

1. Cobblestone Project Site Plan (Schematic Design)
2. Economic Development Agreement
3. Letter (status update) from Developer
4. Outline of Commercial Development Incentives
5. Purchase and Sale 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
Total				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

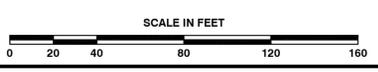
OPTIMIZED Peak Hour Percentage Factors

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	87%	309.1	
8:00 AM	18%	0	0	63%	29	18%	25	63%	8.2	79%	290.7
9:00 AM	42%	0	0	93%	43	42%	58	93%	12.1	73%	259.4
10:00 AM	68%	0	0	100%	46	68%	94	100%	13.0	68%	241.6
11:00 AM	80%	0	0	100%	46	80%	110	100%	13.0	59%	209.6
12:00 PM	90%	0	0	90%	42	90%	124	90%	11.7	60%	213.2
1:00 PM	90%	0	0	90%	42	90%	124	90%	11.7	59%	209.6
2:00 PM	86%	0	0	97%	45	86%	117	97%	12.6	60%	213.2
3:00 PM	80%	0	0	93%	43	80%	110	93%	12.1	61%	216.7
4:00 PM	85%	0	0	77%	35	85%	117	77%	10.0	68%	234.5
5:00 PM	79%	0	0	47%	22	79%	109	47%	6.1	77%	273.6
6:00 PM	62%	0	0	23%	11	62%	113	23%	3.0	65%	325.0
7:00 PM	89%	0	0	7%	4	89%	122	7%	0.9	94%	334.0
8:00 PM	87%	0	0	7%	4	87%	120	7%	0.9	96%	341.1
9:00 PM	61%	0	0	3%	2	61%	84	3%	0.4	98%	348.2
10:00 PM	32%	0	0	3%	2	32%	44	3%	0.4	99%	351.7
11:00 PM	13%	0	0	0%	0	13%	18	0%	0.0	100%	355.3
12:00 AM	0%	0	0	0%	0	0%	0	0%	0.0	100%	355.3

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'

NO. DATE DESCRIPTION REVISIONS

03-19-157 JOB NO. 07-13-20 DATE DRAWN BY RAB
 03-19-157 JOB NO. 07-13-20 DATE DRAWN BY RAB

CHK BY: MDB

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

Economic Development Agreement

THIS ECONOMIC 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. The development plan for the Project will be consistent with the schematic design presented to the Town on July 21.

a. Schematic design. Cobblestone provided an initial schematic design of the Project to the Town on July 21 attached as Exhibit B. As provided for in the schematic design, the Project will 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 will not include diagonal on-street parking on Main Street.
- Dedicated parking area for electric vehicle charging and bicycle parking.
- 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.

- 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.
- Its plans to develop the “Broughton Property”.
- Its timeline for the key steps in the development.
- An updated Project Pro Forma, that will be reviewed by an independent financial consultant of the Town’s choosing.

2. Cobblestone will also provide the Town with the following additional information by the time it submits the first phase design to the Town (thirty days after this Agreement is effective).

a. Additional Information. Cobblestone must provide the following additional information to the Town no later than when it submits the first phase design to the Town (*thirty days after this Agreement is effective*).

- 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 may be required.
- Parking plans for weekday, weekend, and event parking that is consistent with Town parking standards.

b. Effect of the deadline. Cobblestone has no further rights under this Agreement if this additional information is not presented to the Town by the time it provides the first phase design to the Town for review (*thirty days after this Agreement is effective*).

3. 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 21 schematic design. 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

4. 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 21 schematic design. 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.

5. Cobblestone will provide first phase design to the Town 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 site plan application to the Town for its consideration of Cobblestone's first planned phase of Project development.

b. The first phase must include (i) at least 20,450 square feet of planned commercial space [*one-half of the total*], (ii) the Municipal Facility (iii) the Event Space, and (iv) the Privette Building disposition. 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.

6. 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 C.

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.

7. 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. Cobblestone will provide a plan to the Town for review and approval of undergrounding the utilities near the Property. Town will contribute a maximum of \$250,000 (not to exceed 50% of the total cost of undergrounding) to the approved undergrounding project 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.

8. 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.

9. 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: _____

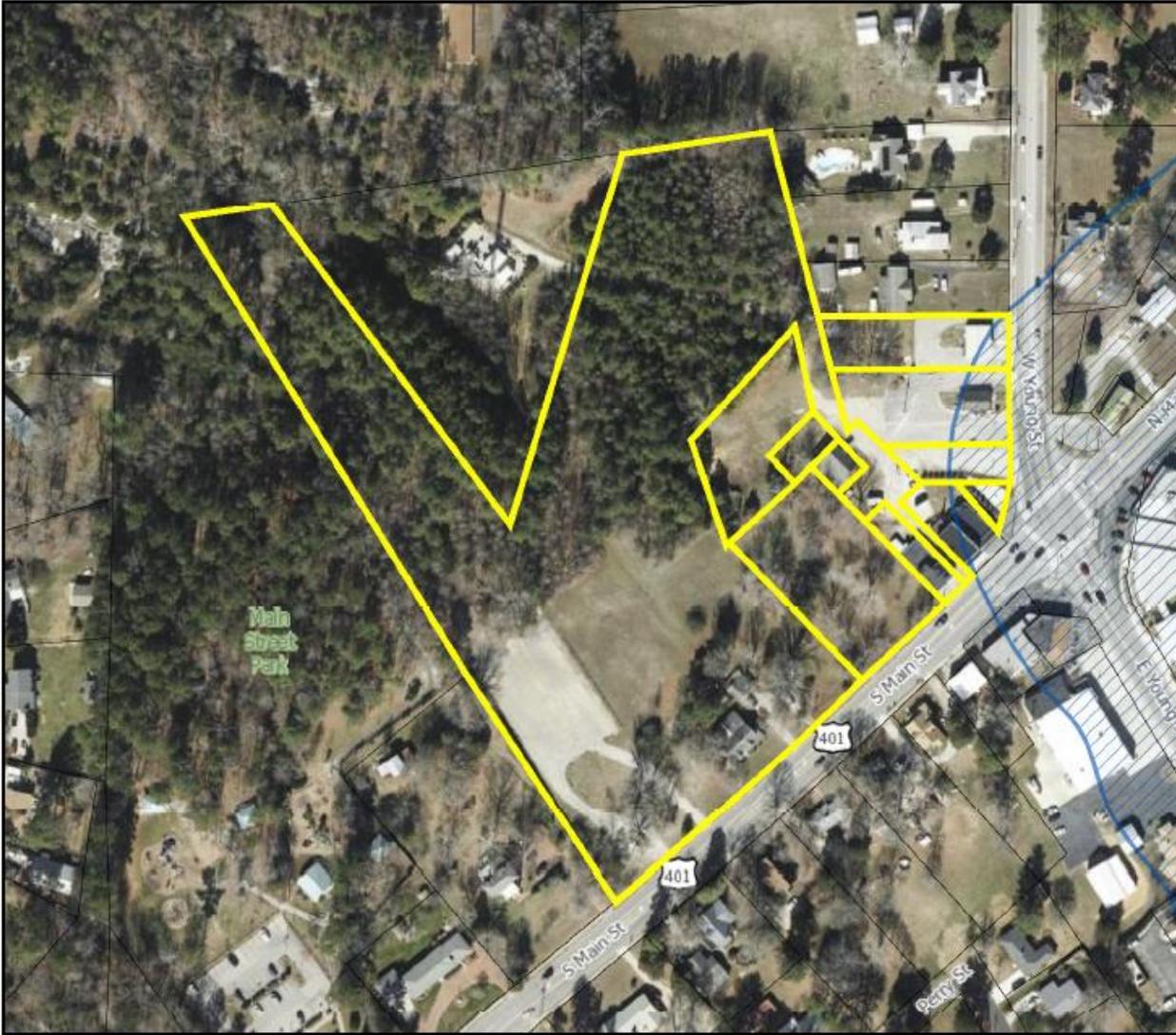
Title: _____

Exhibits:

- A – Vicinity Map
- B – Schematic Design July 21, 2020
- C – Prohibited commercial uses

[Economic Development Agreement dated as of _____, 2020]

Exhibit A - Vicinity Map



Vicinity Map - Exhibit A

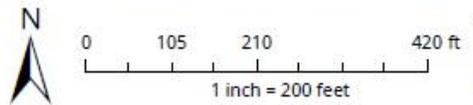


Exhibit C – Prohibited Uses

- laundry or dry-cleaning establishment, provided, the foregoing restriction shall not include an establishment for dry cleaning drop-off and pick-up only, with no cleaning services being performed at the subject property;
- off-track betting establishment;
- a pool or billiard hall (unless operated as part of a large-scale family recreation or entertainment facility);
- adult bookstore or any form of adult entertainment;
- bingo parlor;
- a video game parlor or amusement arcade;
- a business which would emit or produce noxious fumes or gases (excluding nail salons and restaurants) or loud noises;
- an assembly or manufacturing operation;
- an establishment selling or exhibiting pornographic materials;
- nightclub, discotheque or dance hall;
- a mortuary or funeral home;
- a church or other place of worship;
- any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (other than alcohol or tobacco), including, without limitation, any hashish pipe, water pipe, bong, pipe screens, rolling papers, rolling devices, coke spoons or roach clips;

- an operation whose principal use is a massage parlor and/or exotic dancing, provided this shall not prohibit massages in connection with a beauty salon, health club or athletic facility; or
- a pawn shop.

1080 Pittsford-Victor Rd STE #202
Pittsford, NY 14534
www.kdmdevelopment.com

Cobblestone's Update to the Town Board 09.15.2020

Members of the Board,

I am writing you on behalf of the partners at The Foxwood Group, KDM Development, and Cobblestone Village. I'd like to start off by reiterating how exciting this prospect is to the team, and how much we appreciate the hard work the Board and Staff Members have put forth in crafting and presenting this Economic Development Agreement today. It has taken many man hours to put this together, and we are rapidly closing in on a groundbreaking for this project. However, as with projects of this extensive nature, we still have a few minor outstanding items that I would like to address in writing.

Privette Insurance Building – We have agreed in principal to a plan that will accommodate the needs of the Privette Insurance Building and have finalized a full License of Use and Access Agreement which will allow the Privette Insurance Building to use 8 Parking Spaces on the Cobblestone Property, and will grant it a 14' Area of Use on the Western Side of the building, allowing for access and a reasonable breadth of uses. The Agreement has been transmitted to Town officials.

Parking – Kimley Horn has independently developed Downtown Parking Standards consistent with other areas of Wake County. Our plan is *well* within compliance. Even so, we are working up with the Rolesville Parks Department with the intention of building a new Parking Lot slated to be jointly used by the Main St Park and Cobblestone Village. Given its ultimate proximity to the property, this will largely be used as an overflow lot by Cobblestone during events.

Proforma – Cobblestone has transmitted to Town Officials updated Proformas showing two development options. One pro forma projects an outright sale of land back to the Town, the other pro forma projects a leasing agreement. These proformas will be independently reviewed by a third-party financial analysis consultant procured by the Town once a Non-Disclosure Agreement is signed.

We sincerely appreciate the opportunity to work with the Town, and are looking forward to breaking ground on this project!

All the best,

Kenyon Burnham
Vice President
Cobblestone Village, KDM Development, and The Foxwood Group

September 10, 2020

Cobblestone Crossing Incentive Outline

- Undergrounding Utilities - \$250,000
 - The Town will contribute a maximum of \$250,000 (not to exceed 50% of the total cost of undergrounding) to the approved undergrounding project of the Duke Energy Utilities located at the intersection of Main and Young Streets.

- Commercial Construction Incentives - approximately \$90,000
 - Subject to Town approval of Cobblestone's Pro Forma, Cobblestone will receive approximately \$90,000 in performance based incentives
 - The Town will pay the incentives 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

- Credits against Town fees – approximately \$160,000
 - Upon Cobblestone's receipt of a building permit for the first building of each development stage, the Town will provide for Cobblestone the following credits (but only up to the amount of the fee otherwise payable)
 - Parks & Recreation Fees: any amounts previously paid by Cobblestone towards the site, design, programming, building, parking, or equipping of the Municipal Facility.

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.

PURCHASE AND SALE AGREEMENT

**TOWN OF ROLESVILLE,
as Seller**

and

**COBBLESTONE CROSSING OF ROLESVILLE LLC,
as Purchaser**

The Land:

**A Ten (10) Parcel Assemblage
Main & Young Streets, Rolesville
Wake County, North Carolina**

Date of this Agreement:

June _____, 2020

[date to be inserted following execution]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of the day of June 2020 (the “**Effective Date**”) by and between **TOWN OF ROLESVILLE**, a North Carolina municipal corporation (“**Seller**”), and **COBBLESTONE CROSSING OF ROLESVILLE LLC**, a North Carolina limited liability company (“**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller desires to convey to Purchaser, and Purchaser desires to receive from Seller that certain land assemblage of ten (10) parcels, lots, or tracts and commonly known as “Town Center” containing eleven and nine hundredths (11.09) acres, more or less, located in the State of North Carolina, County of Wake, Township of Wake Forest, and Town of Rolesville northwest of the intersection of Main Street and Young Street and having Wake County PINs of 1769-01-2542, 1769-01-3355, 1769-01-3468, 1769-01-3520, 1769-01-4357, 1769-01-4576, 1769-01-4654, 1769-01-5408, 1769-01-5454, and 1769-01-0454, together with all privileges, rights, and easements appurtenant to the same, including all mineral, oil, or gas rights, development rights, air rights, water rights, and timber rights of or relating to the same (the “**Land**”), and together with the remainder of the Property (as hereinafter defined) upon the terms and conditions hereinafter set forth; and

WHEREAS, Seller and Purchaser are parties to that certain Development and Incentives Agreement of equal date herewith directing the terms and conditions for the design, development, construction, permitting, and use of the Land (the “**Development Agreement**”).

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements herein contained, and other good and valid consideration, the receipt of which are hereby acknowledged, the parties agree and covenant as follows:

1. Agreement to Purchase. Seller agrees to convey to Purchaser, and Purchaser agrees to accept from Seller, upon the terms and conditions hereinafter set forth the following (collectively, the “**Property**”):
 - A. The Land, and without warranty, any right, title, or interest of Seller in and to any current or former streams, alleys, roads, streets, ways, strips, gores, and railroad rights-of-way abutting or adjoining the Land; and
 - B. All improvements, structures and fixtures placed, constructed or installed on the Land (collectively the “**Improvements**”).
2. Purchase Price. The purchase price for the Property shall be *Two Million Eighty Thousand and 00/100 Dollars (\$2,080,000.00)* (the “**Purchase Price**”). The Purchase Price shall be paid by Purchaser in the following manner:

- A. Within three (3) Business Days of the Date of this Agreement, Purchaser shall deposit the sum of *One Hundred Thousand and 00/100 Dollars (\$100,000.00)* via wire transfer as earnest money applicable to the Purchase Price (the “**Earnest Money**”). The Earnest Money is to be held in escrow by Hervey & Hervey, P.A., a professional association or such other law firm or title insurance company licensed to practice law or issue title insurance in the State of North Carolina (the “**Escrow Agent**”).
- B. At Closing, the balance of the Purchase Price together with all other fees, costs, and other adjustments as described in the Closing Statement (as defined below) to be paid by wire transfer.
3. Date of This Agreement. The “**Date of this Agreement**” shall be the later date of execution of this Agreement as between the Seller and Purchaser as conclusively determined from the dates provided beneath the respective signature blocks of the parties. Upon establishment of the Date of this Agreement, this date shall be written on the cover page of this Agreement.
4. Closing.
- A. “**Closing**” means the execution and delivery of the documents required to be delivered hereunder, the payment of the Purchase Price in the manner set forth in Section 2 above, and the recording of the deeds to be delivered hereunder. Closing shall be held at the offices of Purchaser’s North Carolina-licensed attorney on a date determined by Purchaser but no later than thirty (30) days following the Termination Deadline (as defined below) and satisfaction of the Conditions Precedent (as defined below) (the “**Closing Date**”). Purchaser shall provide at least five (5) Business Days advance Notice of the Closing Date to Seller and Escrow Agent.
- B. Notwithstanding any condition for determination of the Closing Date, under no circumstance shall the Closing Date be later than one hundred twenty (120) days following the Date of this Agreement (the “**Outside Contract Deadline**”).
5. Delivery of Information. Within ten (10) Business Days after the Date of this Agreement, Seller shall deliver to Purchaser at the address set forth below for Notice (or make available for Purchaser’s convenient examination and copying) copies of all the following materials relating to the Property in Seller’s actual possession or reasonable control (collectively, the “**Seller’s Documents**”):
- A. Any policies of title insurance issued in favor of Seller or Seller’s predecessors in title for any portion of the Property;
- B. Any land surveys of any portion of the Property; and
- C. Any permits, zoning stipulations, agreements, or requirements that affect or that are proposed to affect any portion of the Property.

In addition to the foregoing, Seller shall provide to Purchaser any information or materials relating to the Property of the same or similar nature to the foregoing in or coming into Seller's possession or control throughout the term of this Agreement. While Seller represents that all such deliveries of Seller's Documents are being made in good faith, Seller makes no further representation or warranty, expressed or implied, as to the accuracy or completeness of the Seller's Documents.

6. Diligence.

- A. Purchaser's Termination Right. Purchaser shall have the absolute right to terminate this Agreement on or before that date that is sixty (60) days after the Date of this Agreement, time being of the essence (the "**Termination Deadline**"), by giving Notice thereof to Seller and Escrow Agent no later than said Termination Deadline. Upon a termination pursuant to this Section, Escrow Agent shall disburse the Earnest Money in the following manner: *One Thousand and 00/100 Dollars (\$1,000.00)* of the Earnest Money shall be delivered to Seller as independent consideration for Seller's execution of and entry into this Agreement (the "**Termination Payment**") and the balance of the Earnest Money shall be refunded to Purchaser. Thereafter, this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein. Escrow Agent shall be, and is hereby absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth above immediately upon receipt of a timely Notice from Purchaser addressed to Seller and Escrow Agent of such a termination without any inquiry as to the propriety or effectiveness of such termination and without the requirement of any further authorization, direction, or instruction from either Seller or Purchaser.
- B. Entry. Purchaser may at any time prior to the Closing Date, personally or through others make such inspections, tests, and investigations of the Property as Purchaser deems necessary or advisable (collectively "**Due Diligence Investigations**"). Following any such Due Diligence Investigations, Purchaser shall restore the property to a nondisturbed state, except only (i) ordinary remaining disturbance from such tests, (ii) any hazardous materials, substances, or wastes already existing on the Property, (iii) any already existing latent defects in the Property, and (iv) any matters arising directly from the acts or omissions of Seller. Purchaser, as a condition precedent to its exercise of such right of entry, specifically agrees to defend, indemnify, and save and hold Seller harmless from and against any loss, damage, liability, suit, claim, cost, or expense (including reasonable attorneys' fees) arising from the exercise by the Purchaser or its planners, engineers, surveyors, architects, or other agents or consultants of such right of entry and inspection, other than for matters arising from (a) any preexisting environmental contamination or latent defects on the Property that are discovered as a result of the entry upon the Property (as well as any disclosure of such matters by Purchaser or related parties to a governmental agency as may be required by applicable laws); and (b) any matters arising directly or indirectly from the acts or omissions of Property Owner. Purchaser's indemnity obligations contained in this Subsection

will survive Closing or any earlier termination of this Agreement for a period of one (1) year, after which time those obligations will terminate.

- C. Survey. Purchaser at its sole cost and expense may cause the Land to be surveyed and a survey prepared by a North Carolina professional land surveyor or North Carolina professional engineer of Purchaser's selection (the "**Survey**"). If prepared in advance of Closing, the Survey shall be used to prepare the description of the Property used in the documents called for in Section 9, save the Warranty Deed (as defined below) and any Title Company-required affidavits, which at Seller's election, may be prepared from Seller's vesting deeds.
- D. Title Diligence. Purchaser at its sole cost and expense shall cause title to be examined by a licensed North Carolina attorney of Purchaser's selection and shall seek a title commitment to be issued for an extended-coverage ALTA form of Owner's Policy in the amount of the Purchase Price (the "**Title Commitment**"), with the title policy to be subject only to the Permitted Exceptions (as defined below) or as may be otherwise approved by Purchaser in writing. Purchaser shall give Seller Notice on or before the thirtieth (30) day following the Date of this Agreement, time being of the essence (the "**Objection Deadline**"), of any objections to matters of title or survey. Purchaser shall not be required to give notice of objections for property taxes, deeds of trust, or municipal assessments that may be paid from the Purchase Price proceeds (collectively "**Seller Liens**"). Seller shall have ten (10) Business Days from such Notice to notify Purchaser in writing of which objections or defects so specified that Seller is willing to cure, if any. If Seller does not respond within such period, Seller shall be deemed to have elected not to cure the noticed defects or objections, save and except the Seller Liens. As to any objection or defect Seller expressly elects to cure, Seller shall use reasonable diligence to cure such defect on or before Closing. If Seller is unable or unwilling to correct such objection or defect on or before Closing, then Purchaser shall have ten (10) Business Days to either (i) terminate this Agreement and receive a return of all Earnest Money (notwithstanding that the Termination Deadline may have passed) and this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein; or (ii) waive such objection or defect (or fail to terminate as set forth above) whereupon any such defect or objection waived shall become a "Permitted Exception" to title. As used in this Agreement, "**Permitted Exception**" means: (i) any matters shown on the Title Commitment to which Purchaser does not timely object pursuant to this paragraph; (ii) any matters to which Purchaser objects, but which Seller elects not to cure or Seller waives; and (iii) taxes not yet due and payable. Permitted Exceptions shall not include any Seller Liens.

7. Conditions of Closing.

- A. The conditions set out hereinafter in this Subsection shall be true or satisfied and are conditions precedent to Purchaser's obligation to close. If any of the following conditions are not true or satisfied, or cannot be satisfied as of the Closing Date in

the reasonable determination of the Town, Purchaser may elect (i) to terminate this Agreement by giving Notice thereof to Seller and Escrow Agent with the Escrow Money disbursed as set forth below in Subsection (B); or (ii) to waive any of such unsatisfied conditions and proceed to Closing; or (ii). The conditions precedent are as follows, save and except Condition #1 below, which is not waivable by Purchaser (collectively the “**Conditions Precedent**”):

1. The parties shall have entered into the Development Agreement, the Development shall be in full force and effect, and there shall then exist no event of default under the terms of the Development Agreement.
 2. All deeds of trust, judgments, UCC financing statements, special assessments, or other liens or charges against the Property must be paid and cancelled (or otherwise released) by Seller at or prior to Closing.
 3. As of the Closing Date, title must be vested in Seller and must be fee simple, marketable and insurable title, free and clear of all encumbrances excepting only the Permitted Exceptions.
 4. The Property must have legal, insurable access to a public right-of-way.
 5. As of the Closing Date, all of the representations by Seller set forth in this Agreement must be true and correct in all material respects.
 6. As of the Closing Date, Seller must be in substantial compliance with, and must have substantially complied with, all of Seller’s covenants and obligations to be performed under this Agreement.
 7. Purchaser shall have obtained all necessary governmental approvals for its intended use and development of the Property (“**Approvals Condition**”).
- B. Notwithstanding the foregoing language of Subsection A, satisfaction of the Approvals Condition is also a condition precedent to Seller’s obligation to close. Seller shall have no obligation to Close unless the Approvals Condition is satisfied in the reasonable determination of the Seller.
- C. If Purchaser elects to terminate this Agreement pursuant to this Section, the Termination Deadline shall not apply, no Termination Payment shall be due, and Escrow Agent shall disburse the Earnest Money to Purchaser. Escrow Agent shall be, and is hereby, absolutely, unconditionally, and irrevocably authorized, directed, and instructed to disburse the Earnest Money as set forth below immediately upon receipt of a Notice of termination pursuant to this Section without any inquiry as to the propriety or effectiveness of such termination and without the requirement of any further authorization, direction, or instruction from either Seller or Purchaser.

8. Seller's Representations and Warranties.

- A. As an inducement to Purchaser to enter into this Agreement and consummate the purchase of the Property, Seller hereby represents and warrants to Purchaser as of the Date of this Agreement and as of the Closing Date as follows:
1. Seller holds fee simple title to the Property, free and clear of any and all easements, covenants, conditions, or other encumbrances except Seller's Liens and other matters of record.
 2. Seller is in sole and exclusive possession of the entire Property, and no other person or entity claims any right to possess all or any portion of the Property.
 3. No options, rights of first refusal, or other agreements are in effect to purchase or to lease any interest in the Property or any part thereof.
 4. The Property is currently exempt from *ad valorem* taxes. All property taxes assessed against the Property through the year 2019 have been paid in full.
 5. Seller is not a "foreign person" within the meaning of the Internal Revenue Code, as amended, Sections 1445 and 7701 or the regulations promulgated thereunder.
 6. Seller is not a person with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the "OFAC"), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).
 7. Water, sewer, electric, telephone, and cable utility services directly serve the Property.
 8. Seller has no knowledge of any violation of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property except as previously disclosed to Purchaser in the Seller Documents or as provided to Seller via Purchaser's own environmental site assessments of the Property. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "**Hazardous**

Materials" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), asbestos and asbestos containing materials and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law. The representations and warranties contained in this paragraph shall survive Closing for so long as is permitted by applicable law.

- B. Seller shall promptly notify Purchaser of any matter that affects the accuracy of any representation and warranty under this Section, including any change in conditions or any receipt of any notice, action, or other information Seller receives relating to any representation or warranty under this Section.
 - C. Seller will not cause or knowingly permit any action to be taken that will cause any of the foregoing representations or warranties to be untrue on or prior to the date of Closing, and all of Seller's representations and warranties under this Agreement shall be true on the date of Closing as though such representations or warranties were made at such time.
 - D. Seller makes and has made and makes no other representations or warranties with respect to the Property, whether express or implied, except as may be specifically provided elsewhere in this Agreement or the Development Agreement.
 - E. Except as set forth above, the representations and warranties contained in this Section shall survive Closing and any termination of this Agreement for a period of twelve (12) months.
9. Documents at Closing. At Closing, Seller shall properly execute, acknowledge, and deliver to Purchaser the following materials:
- A. A special warranty deed conveying to Purchaser fee simple title to the Property, free and clear of all liens and encumbrances, except only the Permitted Exceptions and other covenants, easements, restrictions, and public rights-of-way of record (the "**Warranty Deed**").
 - B. At Purchaser's request, a properly executed and recordable non-warranty deed conveying to Purchaser any title interest the Seller may hold in the Property as the same is described by the Survey.
 - C. The Repurchase Agreement (as defined below).
 - D. Lien affidavits acceptable to Purchaser's title insurer, executed and acknowledged on the date of Closing, warranting and holding the said title insurer harmless against unpaid laborers' and materialmen's liens as required by Purchaser's title insurer to insure title to the Property without exception for claims of mechanics and materialmen claiming by or through Seller.

- E. Seller's affidavit, executed and acknowledged on the date of Closing, to the effect that there are no tenants, occupants, or other third parties in possession of the Property or having any right to possession of the Property under any unrecorded leases or otherwise.
 - F. A settlement statement setting forth the Purchase Price and the closing adjustments and prorations in form reasonably satisfactory to Purchaser & Seller (the "**Closing Statement**").
10. Condemnation. Seller shall give Purchaser immediate Notice of any action or proceeding pending or instituted in eminent domain or for condemnation of any part of the Property. If, prior to Closing, all or any part of the Property is made the subject of any proceeding in condemnation or is taken by the power of eminent domain or is conveyed by deed in lieu of any of the foregoing, Purchaser may terminate this Agreement by giving written notice to Seller with payment of the Termination Payment. Thereafter, this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein. If Purchaser does not so terminate, then this Agreement shall remain in full force and effect, and Seller shall turn over or credit to Purchaser at Closing all monies received by reason of such taking and shall further assign to Purchaser all Seller's rights, title, and interest in and to any pending litigation as well as any awards that may be made for such taking and any additional money that may be payable thereunder.
11. Default.
- A. Except as otherwise provided herein, in the event of a breach or default by Seller of any of its representations, warranties, covenants, or obligations hereunder, Purchaser rights shall be limited to the following rights and remedies:
 - 1. Purchaser shall have the right to terminate this Agreement by Notice to Seller, in which event no Termination Payment shall be due and the Earnest Money shall be refunded to Purchaser, and this Agreement shall be null and void for all purposes and neither party shall then have any further obligations in connection with this Agreement, other than any indemnities contained herein.
 - 2. Purchaser shall have the right to proceed in equity to enforce Purchaser's right against Seller for specific performance.
 - B. The parties acknowledge that in the event of a default by Purchaser under this Agreement, it would be difficult and extremely impracticable to estimate the damage and harm that Seller would suffer, and that the amount of the Earnest Money is a reasonable estimate of the damages that Seller would suffer as a result of such default. Accordingly, as Seller's sole remedy in the event of a default by Purchaser under this Agreement, Seller shall be entitled to (i) receive and retain all Earnest Money then held in trust by the Escrow Agent; and (ii) receive return of all

Seller's Documents and delivery of the Diligence Materials (as described below) in accordance with Section 30 below.

- C. Notwithstanding Subsections A and B above, in the event of a party's breach of any representation, warranty, or other agreement contained in this Agreement that (i) expressly survives Closing or termination of this Agreement; and (ii) is first discovered by the non-defaulting party following Closing despite the exercise of the non-defaulting party's due diligence prior to Closing, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity (including the right to recover all actual damages, but excluding lost profits, and special, exemplary and punitive damages) for such breach..
12. Risk of Loss. Seller shall bear the risk of loss or damage to the Property, except as limited by Section 6 of this Agreement.
13. Post-Closing Obligations. After Closing, Seller and Purchaser shall cooperate with one another at reasonable times and on reasonable conditions, and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability to the party from whom such cooperation is sought.
14. Closing Costs.
- A. Seller shall pay for the preparation of the documents required to be delivered to Purchaser at Closing under Section 9 (except the Closing Statement, which shall be a Purchaser expense), and for all other documents necessary to perform Seller's obligations under this Agreement. Purchaser shall pay for title insurance, recording fees for the Warranty Deed and any other recordable documents described by this Agreement, for the preparation and recording of any documents required to secure Purchaser's financing of the purchase of the Property pursuant to this Agreement, for all costs of the Escrow Agent, and for all costs of Purchaser's chosen settlement agent. Each party shall be responsible for such party's attorneys' fees.
- B. Pursuant to N.C. Gen. Stat. § 105-228.28, the Land is exempt from real estate excise taxes (revenue stamps).
15. Taxes and Assessments.
- A. Taxes. Property taxes on the Property for the year in which Closing occurs shall be paid by Purchaser pursuant to N.C. Gen. Stat § 105-285(d). Seller shall be responsible for the full payment at or prior to Closing of any deferred taxes assessed against the Property.
- B. Assessments. Seller will pay or credit to Purchaser at Closing all assessments for municipal or other public improvements that are confirmed on the date of Closing. Purchaser shall pay any pending assessments.

8480 Honeycutt Road Suite 200
Raleigh NC 27615
(585) 303-5131
kburnham1452@yahoo.com

If to Escrow Agent: Hervey & Hervey, P.A.
Attn: Benjamin Hervey
1151 Executive Circle, Suite 102
Cary, North Carolina 27511
(919) 467-9076
ben@herveyandhervey.com

Each party may designate by Notice a new address to which any Notice thereafter may be given, served, or sent.

19. Amendments. No modification or amendment of this Agreement will be valid or binding unless in writing and signed by the party against whom such modification or amendment is asserted.
20. Waiver. No waiver of any of the provisions of this Agreement or of any breach or violation of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
21. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein. All previous undertakings or agreements between the parties with respect to the matters contained herein are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding on any party hereto.
22. Survival of Rights. Unless otherwise expressly limited, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after Closing shall survive Closing, and shall not be merged therein, but shall be and remain binding upon and for the benefit of the parties until fully observed, kept, or performed.
23. Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns, and any reference herein to a “party” shall include such party’s successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
24. Interpretation. If there arises any dispute regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party.

When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation.” Any use in this Agreement of the word “or” is not exclusive. Any use in this Agreement of the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Any citation or reference to any statute or other provision of law (each a “**Law**”), means such Law as well as any amendments or successors thereto. The headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend, or interpret the scope of this Agreement or any particular word, section, paragraph, or other provision of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement, or executed counterpart signature pages of this Agreement, delivered by fax, email in portable document format (pdf), or other electronic transmission intended to preserve the original graphic appearance of the document shall be deemed to have the same legal effect as delivery of an original, signed copy of this Agreement. Without limiting the foregoing, a copy of this Agreement or any other writing required under this Agreement that is executed with an electronic signature as defined by the Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.) shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.
26. Business Days. If the date for the performance of any obligation or the expiration of any time period hereunder falls on a Saturday, Sunday, a day identified on the holiday schedule of the North Carolina Office of State Human Resources, or on any other day when the Montgomery County Register of Deeds is closed (each a “**Holiday**” and any other day, a “**Business Day**”), such date shall be extended until the next day Business Day.
27. Attorneys’ Fees. If one or more parties hereto brings suit against another party or takes other actions to enforce the provisions of this Agreement, and judicially establishes that a party breached any of the provisions of this Agreement, the breaching party shall pay to the other party or parties all expenses incurred therefor, including the non-breaching party’s or parties’ reasonable attorneys’ fees.
28. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party or trust warrants and represents that he or she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
29. Tax Deferred Exchanges.
 - A. Seller acknowledges and agrees that Purchaser may be acquiring the Property in exchange for other real property and as a part of a 1031 tax deferred exchange. In that regard, Seller agrees to cooperate with Purchaser in connection with any such

tax deferred exchange and shall execute any and all documents and instruments reasonably necessary in connection therewith; provided, however, Seller shall not be obligated to incur any expense, cost, or liability arising out of such cooperation.

- B. In the event of a tax deferred exchange, the assigning party agrees to save, indemnify, protect, and defend the other party (with counsel reasonably satisfactory to such other party) from and against and hold the other party harmless from any and all expenses and/or liabilities arising from such assignment and exchange and the other party shall not be required to take title to any other property.

30. Purchaser Termination Deliveries.

- A. In the event of any termination of this Agreement by Purchaser, except upon the grounds of Seller's default, within ten (10) Business Days of such termination, Purchaser shall return to Seller all Seller's Documents and deliver to Seller all surveys, reports, test results, or other materials acquired by Purchaser as part of the Due Diligence Investigations; and all plans, drawings, applications, permits, or other materials prepared or acquired by Purchaser as part of the Development Approvals (collectively, the "**Diligence Materials**").
- B. Any delivery or assignment of Diligence Materials made by Seller pursuant to the requirements of this Section shall be made in good faith but is otherwise delivered without any representation or warranty of any kind.

31. Right of Repurchase. Purchaser shall grant to Seller the right to repurchase the Property for the Purchase Price in the event of Purchaser's uncured default or failure to commence construction within sixteen (16) months of the date of Closing. At Closing, Purchaser shall execute a Repurchase Agreement in the form attached hereto and hereby incorporated herein as Exhibit A (the "**Repurchase Agreement**"). The Repurchase Agreement and its option shall be subordinate to any acquisition financing of Purchaser up to a principal sum equal to the Purchase Price.

32. Additional Seller Covenants. From the Effective Date hereof until Closing or termination of this Agreement, Seller shall not (i) permit grading, excavation, fill, dumping, clearing or other activities on the Property that would increase the expense or difficulty of the development of the Property, (ii) create or incur any mortgage, lien, pledge, or other encumbrance in any way affecting the Property other than those that Seller causes to be satisfied and/or released at or prior to Closing, (iii) commit any waste or nuisance upon the Property and will maintain and keep the Property in a neat condition and will observe all laws, ordinances, regulations and restrictions affecting the Property; or (iv) bury any trees, stumps, boulders, trash, refuse or brush on any portion of the Property.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE & EXHIBIT PAGES FOLLOW**

IN WITNESS WHEREOF, each party has caused this Agreement to be executed under seal as of the dates indicated hereinbelow.

“Seller”

TOWN OF ROLESVILLE

By: _____
Name: Ronnie Currin
Title: Mayor of Rolesville
Date: _____

Attest:

Robin Peyton, Town Clerk

Approved as to form:

David J. Neill, Town Attorney

“Purchaser”

**COBBLESTONE CROSSING OF
ROLESVILLE, LLC (SEAL)**

By: _____
Name: Kenneth Burnham
Title: Manager
Date: _____

EXHIBIT A
“Repurchase Agreement”

Instrument prepared by: David J. Neill, Fox Rothschild LLP, 434 Fayetteville St., Suite 2800, Raleigh, NC 27611
Mail after recording: David J. Neill, Fox Rothschild, PO Box 27525, Raleigh, NC 27611 (Box #183)

REPURCHASE AGREEMENT

THIS REPURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of April _____, 2020 (the “**Effective Date**”), by and between TOWN OF ROLESVILLE, a North Carolina municipal corporation (“**Town**”), and **COBBLESTONE CROSSING OF ROLESVILLE LLC**, a North Carolina limited liability company (“**Owner**”).

WITNESSETH:

WHEREAS, Town and Owner’s predecessor-in-interest, Cobblestone Crossing of Rolesville LLC, entered into that certain Purchase and Sale Agreement dated June _____, 2020 (as amended from time to time, the “**Purchase Agreement**”), for the sale by Town and the purchase by Owner of that certain land assemblage of ten (10) parcels, lots, or tracts and commonly known as “Town Center” containing eleven and nine hundredths (11.09) acres, more or less, located in the State of North Carolina, County of Wake, Township of Wake Forest, and Town or Rolesville northwest of the intersection of Main Street and Young Street and being more particularly described in Exhibit A attached hereto and incorporated herein, together with all privileges, rights, and easements appurtenant to the same, including all mineral, oil, or gas rights, development rights, air rights, water rights, and timber rights of or relating to the same (the “**Land**”), and together with the remainder of the Property (as defined in the Purchase Agreement); and

WHEREAS, Town and Owner are parties to that certain Development and Incentives Agreement of equal date with the Purchase Agreement directing the terms and conditions for the design, development, construction, permitting, and use of the Land (the “**Development Agreement**”); and

WHEREAS, the Purchase Agreement requires an option by provided to Town to repurchase the Property in the event that Construction on the Property has not been achieved within sixteen (16) months following the Effective Date hereof. “**Construction**” as used herein means completion of the foundation and footings for at least one (1) building designated for non-residential uses as described in the Development Agreement; and

WHEREAS, by a special warranty deed together with one or more bills of sale all of even date herewith, Town has conveyed, and Owner has acquired, the Property.

NOW THEREFORE, in consideration of the mutual premises set forth above, the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Repurchase Option.

- A. Town has the option (the “**Repurchase Option**”) to repurchase the Property for a price equal to the “Purchase Price,” as such term is defined in the Purchase Agreement (the “**Repurchase Price**”), if Owner has not completed required Construction on the Property within sixteen (16) months after the Effective Date hereof (the “**Option Period**”). The Repurchase Option shall apply to Owner and any other then-owner(s) from time to time of the Property or any portion thereof, and as used herein, the term “Owner” will include any such then-owner(s).
- B. Town may exercise the Repurchase Option by delivering notice of such exercise to Owner no later than sixty (60) days after the expiration of the Option Period (the “**Repurchase Exercise Notice**”).

2. Closing.

- A. If Town exercises the Repurchase Option, “**Closing**” shall mean the execution and delivery of the documents required to be delivered hereunder, the payment of the Purchase Price in the manner set forth in Section 2 above, and the recording of the deeds to be delivered hereunder. Closing shall be held at the offices of Town’s North Carolina-licensed attorney on a date determined by Town but no later than ninety (90) days following the Repurchase Exercise Notice (as defined below) and satisfaction of the Conditions Precedent (as defined below) (the “**Closing Date**”). Notwithstanding any condition for determination of the Closing Date, under no circumstance shall the Closing Date be later than one hundred twenty (120) days following the Repurchase Exercise Notice (the “**Outside Contract Deadline**”).
- B. At Closing, the Repurchase Price together with all other fees, costs, and other adjustments as described in the Closing Statement (as defined below) are to be paid by wire transfer.

3. Conditions of Closing.

- A. As of the Closing Date, title must be vested in Owner and must be fee simple, marketable and insurable title, free and clear of all encumbrances excepting only the Permitted Exceptions (as defined below).
- B. All deeds of trust, judgments, UCC financing statements, special assessments, or other liens or charges against the Property must be paid and cancelled (or otherwise released) by Owner at or prior to Closing.

4. Documents at Closing. At Closing, Owner shall properly execute, acknowledge, and deliver to Town the following materials:

- A. A special warranty deed conveying to Town fee simple title to the Property, free and clear of all liens and encumbrances, except only the Permitted Exceptions and other covenants, easements, restrictions, and public rights-of-way of record.
 - B. Lien affidavits acceptable to Town's title insurer, executed and acknowledged on the date of Closing, warranting and holding the said title insurer harmless against unpaid laborers' and materialmen's liens.
 - C. Owner's affidavit, executed and acknowledged on the date of Closing, to the effect that there are no tenants, occupants, or other third parties in possession of the Property or having any right to possession of the Property under any unrecorded leases or otherwise.
 - D. A settlement statement setting forth the Purchase Price and the closing adjustments and prorations in form reasonably satisfactory to Town and Owner (the "**Closing Statement**").
5. Taxes and Assessments.
- A. Taxes. Property taxes on the Property shall be paid by Owner pursuant to N.C. Gen. Stat § 105-385(c).
 - B. Assessments. Any confirmed assessments shall be paid by the Owner. Any proposed or pending assessments shall be the responsibility of the Town.
6. Default.
- A. In the event of a breach or default by Owner of any of its representations, warranties, covenants, or obligations hereunder, Town shall have all rights and remedies available at law or equity. Further, Town shall have the right to proceed in equity to enforce Town's right against Owner for specific performance.
 - B. In the event of a breach or default by Town of any of its representations, warranties, covenants, or obligations hereunder, Owner shall have all rights and remedies available at law or equity.
7. Notices. All notices required under this Agreement (each, a "**Notice**") shall be void and of no effect unless given in accordance with the provisions hereof. A Notice shall be in writing and shall be deemed to have been given: (a) upon receipt by the addressee (with written confirmation of receipt) or upon refusal of delivery when delivered by hand; (b) upon receipt by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt) or upon refusal of delivery; (c) on the date sent by email (with confirmation of transmission) if sent during the hours of 9:00 a.m. to 5:00 p.m. local time to the Property, and on the next Business Day (as hereinafter defined) if sent after 5:00 p.m. local time to the Property; or (d) on the third (3rd) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid).

Notices must be sent to the respective parties at the following addresses, addressed as follow (or at such other address for a party as shall be specified in a Notice given in accordance with this Section):

If to Town: Town of Rolesville
Attn: Kelly Arnold, Town Manager
502 Southtown Circle
Rolesville, NC 27570
(919) 556-3506
kelly.arnold@rolesville.nc.gov

with copy to: Fox Rothschild LLP
Attn: David J. Neill, Town Attorney
434 Fayetteville Street, Suite 2800
Raleigh, North Carolina 27601
(919) 755-8766
dneill@foxrothschild.com

If to Owner: Cobblestone Crossing of Rolesville LLC
Attn: Kenneth Burnham, Manager
8480 Honeycutt Road Suite 200
Raleigh NC 27615
(585) 303-5131
kburnham1452@yahoo.com

8. Miscellaneous.

- A. Amendments. No modification or amendment of this Agreement will be valid or binding unless in writing and signed by the party against whom such modification or amendment is asserted.
- B. Waiver. No waiver of any of the provisions of this Agreement or of any breach or violation of any provision of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is asserted. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- C. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein. All previous undertakings or agreements between the parties with respect to the matters contained herein are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding on any party hereto.
- D. Survival of Rights. Unless otherwise expressly limited, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after Closing shall survive Closing, and shall not be merged therein, but

shall be and remain binding upon and for the benefit of the parties until fully observed, kept, or performed.

- E. Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their respective successors and assigns, and any reference herein to a “party” shall include such party’s successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- F. Interpretation. If there arises any dispute regarding the intent of the parties to this Agreement or the interpretation of any provision of this Agreement or any ambiguity arising from this Agreement, no presumption or burden of proof shall arise favoring or disfavoring any party, and this Agreement shall not be strictly construed against any party. When the context in which a word is used in this Agreement indicates that such is the intent, a word in the singular number shall include the plural and vice-versa, and a word in the masculine gender shall include the feminine and neuter and vice-versa. Any use in this Agreement of words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation.” Any use in this Agreement of the word “or” is not exclusive. Any use in this Agreement of the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Any citation or reference to any statute or other provision of law (each a “**Law**”), means such Law as well as any amendments or successors thereto. The headings or titles used in this Agreement are for convenience only, and shall not define, limit, extend, or interpret the scope of this Agreement or any particular word, section, paragraph, or other provision of this Agreement. Capitalized terms not defined herein shall have the meanings assigned by the Purchase Agreement or Development Agreement, as applicable.
- G. Business Days. If the date for the performance of any obligation or the expiration of any time period hereunder falls on a Saturday, Sunday, a day identified on the holiday schedule of the North Carolina Office of State Human Resources, or on any other day when the Montgomery County Register of Deeds is closed (each a “**Holiday**” and any other day, a “**Business Day**”), such date shall be extended until the next day Business Day.
- H. Attorneys’ Fees. If one or more parties hereto brings suit against another party or takes other actions to enforce the provisions of this Agreement, and judicially establishes that a party breached any of the provisions of this Agreement, the breaching party shall pay to the other party or parties all expenses incurred therefor, including the non-breaching party’s or parties’ reasonable attorneys’ fees.
- I. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party or trust warrants and represents that he or she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

***REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE, ACKNOWLEDGMENT, AND EXHIBIT PAGES FOLLOW***

IN WITNESS WHEREOF, each party has caused this Agreement to be executed under seal as of the dates indicated hereinbelow.

“Town”

TOWN OF ROLESVILLE

By: _____
Name: Ronnie Currin
Title: Mayor of Rolesville

[Municipal Seal Above]

Attest:

Robin Peyton, Town Clerk

Approved as to form:

David J. Neill, Town Attorney

**NORTH CAROLINA
WAKE COUNTY**

I certify that Robin Peyton, Town Clerk of the Town of Rolesville personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed Ronnie Currin, Mayor of the Town of Rolesville (principal) sign the foregoing document or (ii) witnessed the principal acknowledge the principal's signature on the already-signed document.

Today's Date: _____, 20____

[Notary's signature as name appears on seal]

[Notary's printed name as name appears on seal]

My commission expires: _____, 20____

[Affix Notary Seal in Space Above]

“Owner”

**COBBLESTONE CROSSING OF
ROLESVILLE LLC (SEAL)**

By: _____
Name: Kenneth Burnham
Title: Manager

_____ **COUNTY, NORTH CAROLINA**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Kenneth Burnham, as manager of Cobblestone Crossing of Rolesville LLC

Date: _____, 20____

[Notary's signature as name appears on seal]

_____, Notary Public
[Notary's printed name as name appears on seal]

My commission expires: _____, 20____

[Affix Official Seal in Space Above]

EXHIBIT A (to EXHIBIT C)
The “Land”
(to be attached)



Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: September 8, 2020
Re: Fire Services Study Recommendation, Agenda Item #C.2.

Background

On June 23rd, the Town received a letter from the Rolesville Rural Fire Department (RRFD) requesting that the Town accept 11 of their full-time staff as employees of the Town. During an initial investigation, Town staff were advised that such an action should be recognized as a short-term first step toward transitioning the entire RRFD to a Town function.

At the July 21st Town Board meeting, Commissioners directed staff to seek RFP's for a consultant to provide guidance and recommendations on the request and the possible transition to a Town service. A total of five proposals from national firms were received. An initial review of these proposals was performed by Town Manager Kelly Arnold, Finance Director Amy Stevens, and Fire Chief Rodney Privette. The firms were evaluated for experience with similar services, qualifications of staff, proposed cost, and proposed schedule. This initial review narrowed the selection to three vendors.

A larger panel conducted video interviews with the three finalists. This panel consisted of the three staff mentioned previously, as well as Town Commissioner Michelle Medley and RRFD Board Member Joel Keith. These interviews sought to better understand stakeholder involvement, consultant experience, proposed phasing and cost, and whether the review would be virtual or on-site.

Recommendation From Selection Panel

The panel recommends hiring North Carolina Fire Chief Consulting (NCFCC) to conduct the fire services study. This consultant's experience in North Carolina, recent work with the Town of Wake Forest, phased approach with clear decision points, and ongoing implementation assistance were determined to be the best fit for the needs of Rolesville at this time.

The cost for *Phase I – Fact Finding* of the study is based upon \$140 per hour for 68-80 hours with a not to exceed cap of \$11,700. If fewer hours are needed, then only the hours spent on the project will be billed. NCFCC has agreed to provide an accounting of all hours spent on the project with their invoicing.

Based upon previous similar studies, NCFCC estimates the cost of *Phase II – Analysis* and *Phase III – Implementation* of the project will not exceed \$42,000 (300 hours) and \$21,000 (150 hours) respectively, with an identical arrangement regarding only paying for the hours actually used. Phase II and Phase III will only be conducted if both Town Board and RRFD agree to continue.

Board Options

In addition to the decision on the recommended consultant, the Town Board will want to consider the issue of how this proposal will be funded. If there is a desire to ask the RRFD to share the costs of the study, then the RRFD Board will also need to approve the consultant as well as the shared funding agreement.

Relationship to Current Budget/Goals

Action on this proposal is related to Goal 7 of the Strategic Plan which is to “grow public safety to address future needs.” No funding for this project currently exists in FY20-21 budget, so a budget amendment will be necessary if the Town Board elects to implement the recommendation.

Recommended Action

Make a motion to

- hire NCFCC for Phase I of the fire services study, as outlined in their proposal, and authorize the Town Manager to execute a contract and
- approve the 2020-2021 fiscal year budget ordinance amendment to appropriate funds for this purpose.

Attachments:

- Proposal and Presentation from NCFCC
- Ordinance to Amend the 2020-2021 Fiscal Year Budget Ordinance

**TOWN OF ROLESVILLE
INDEPENDENT CONTRACTOR SERVICE AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, this "Agreement"), entered into this ____ of _____, 2020, by and between the **TOWN OF ROLESVILLE**, a North Carolina municipal corporation (hereinafter, the "Town") and North Carolina Fire Chief Consulting (hereinafter "Contractor").

WHEREAS, the Town and Contractor desire to enter into an Agreement whereby Contractor shall provide the following "Service":

Fire consultant services regarding a potential merger of the Town and Rolesville Rural Fire Department. This contract is for Phase I, as outlined in the consultant's proposal and presentation attached, with the option to extend to Phase II and Phase III.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties, and their respective successors, assigns, executors, administrators and legal representatives, hereby agree as follows:

General Terms. The Contractor shall provide the Service set forth hereinabove, in consideration for payment of no more than \$11,700 dollars or \$140 per hour, based on Contractor's proposal and presentation which are attached hereto and incorporated herein by reference. Should any term of the attached proposal conflict with the terms contained in this Agreement, the terms of this Agreement shall control and supersede those terms of the Contractor's proposal. The Contractor warrants that it will perform the Scope herein in a good and workmanlike manner and that it knows and is familiar with all applicable laws, regulations and standard practices regarding these Services and has the expertise necessary to properly perform the obligations undertaken by this Agreement. The Contractor, and its employees and subcontractors, shall perform the Services herein as Independent Contractors and are not entitled to employee benefits of any kind. This Agreement will not be construed in any way to be a joint venture, partnership or employer-employee relationship. The Contractor further understands and agrees that he/she is responsible for the payment of all state and federal income taxes. In addition, the Contractor shall provide the Town a business license and any other licenses or certifications required by federal, state or local law as well as copies of any amendments or renewals thereof. The Contractor shall give the Town at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license and/or certification required by federal, state or local law. Neither party may assign, transfer or delegate any of the rights or obligations herein without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the venue for any litigation arising out of this Agreement shall be Wake County.

Payment. Contractor shall invoice Town no more than every 30 days. The Town has the right to request that the Contractor provide reasonable documentation to support an invoice. Town shall pay invoices within 30 days of receipt of such invoice.

Release and Indemnity. The Contractor hereby releases and forever discharges the Town, its officers, agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the Service, except those claims that result from the sole negligence of the Town or a Town employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the Town, its agents and employees from and against any and all claims, demands expenses,

costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

Insurance. During the performance of the Service described herein, upon request of the Town, the Contractor shall:

- (1) Maintain Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage. The minimum liability coverage required may be increased depending on the nature of the services provided.
- (2) If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- (3) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- (4) Maintain Workers' Compensation insurance as required by North Carolina law.
- (5) Return with this agreement, before beginning the Service, an original, signed Certificate of Insurance, evidencing such insurance, naming the Town as an additional insured and stating that the coverage is primary to any other coverage the Town may possess. The Contractor shall furnish the Town immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for all available remedies, in equity and at law.
- (6) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the Town on demand. The Contractor shall require its subcontractors to name the Contractor and the Town as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

- (7) Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result.

Termination. Unless otherwise agreed upon in writing by the parties, this Agreement may be terminated by either party for convenience with no less than ten calendar days notice. In the event of termination, the Contractor will be paid for all Services properly rendered to the date of termination and shall promptly discontinue all Services affected (unless a termination notice from the Town directs otherwise). In the event of any termination, the Contractor will be paid for all Services properly rendered to the date of termination and he/she shall (i) promptly discontinue all Services affected (unless a termination notice from the Town directs otherwise); and (ii) deliver to the Town all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Services herein. Other than being paid for Services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect special and consequential damages. In the event that the Town terminates this Agreement due to the Contractor's poor workmanship, failure to perform the Service set out herein or, otherwise, for breach of the Agreement, or in the event that the Contractor terminates this agreement for convenience or otherwise, the Town may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

Reuse of Documents. All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by the Contractor pursuant to this Agreement are instruments of service with respect to this Agreement and Contractor shall provide at least one copy of each to Town upon Town's request. The reuse of these documents by the Town or by others authorized by the Town, whether in this project or any other project, entitles the Contractor to no additional compensation. The Town reserves the right to require the Contractor to submit copies to the Town of any Service information and documentation during and after the completion of the Service with the Contractors compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractors indemnity, release and warranty are limited to the use contemplated in this Agreement and Contractor shall not be liable to the Town or any third party for any claim arising out of the use of the Contractors documents apart from this Agreement.

Notices. Any notice or other communication herein shall be in writing and shall be sent via a method permitting confirmed receipt (such as registered U.S. mail or an overnight courier service such as Federal Express). All notices shall be confirmed by facsimile transmission. All notices shall be deemed given when deposited, postage prepaid, in the United States mail or to the overnight courier service, addressed as set forth below, or to such other address as any one party shall advise the other in writing:

If to the Town:

Name: Kelly Arnold
Position: Town Manager
Address: Town of Rolesville
PO Box 250
502 Southtown Circle
Rolesville, NC 27571

If to the Contractor:

Name: Gregory Grayson
Position: Chief Officer
Address: NC Fire Chief Consulting
3140 Abingdon Place
Burlington, NC 27215

Severability. If any provision of this Agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Town and the Contractor and this Agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the Agreement are for convenience only and do not define, limit or construe the contents of such sections.

Amendment or Modification. This Agreement cannot be amended or modified except by another written document duly signed and executed by the Town and the Contractor.

Waiver. Failure or delay on the part of the Town to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this Agreement is not a waiver of all or future provisions of this Agreement.

ADA, OSHA and Equal Opportunity. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

E-verify. The Contractor and its subcontractors shall comply with North Carolina law related to the use of the federal e-Verify program to verify the work authorization of newly hired employees.

Iran Divestment Act Certification. The Contractor verifies that it is not an entity listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and the year first above written.

CONTRACTOR:

TOWN OF ROLESVILLE:

Gregory Grayson, Chief Officer

Kelly Arnold, Town Manager

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act. This the ____ day of _____, 201__.

Amy L. Stevens, Finance Officer



North Carolina Fire Chief Consulting

3140 Abingdon Place
Burlington, North Carolina 27215
(336) 266-7998
ggrayson@NCFireChief.com
www.NCFireChief.com

July 17, 2020 (**amended 9-2-20**)

Mr. Kelly Arnold, Rolesville Town Manager
502 Southtown Circle
Rolesville, North Carolina 27571
VIA: Kelly.arnold@rolesville.nc.gov

Dear Mr. Arnold,

Thank you for taking time to speak with us recently regarding providing assistance in evaluating the feasibility of the Rolesville Rural Fire Department becoming part of Rolesville Town Government. We work closely with many North Carolina counties and municipalities to provide management guidance and technical expertise regarding recommendations, options, best practices and considerations related to providing core, essential public safety services.

In order to properly evaluate the recent request from the Rolesville Rural Fire Department to employ the eleven (11) current career firefighters, there is much work needed to allow the Rolesville Town Board to make a well-informed decision. We would suggest that you consider approaching the issue with a three-phased approach:

- Fact Finding and Challenge Identification Phase
- Analysis Phase
- Implementation Phase

1. Phase 1 - Fact Finding and Challenge Identification

- a. With the Town and Fire Department providing the contact information for all of the necessary parties, hold a series of nine (9) virtual sessions on Zoom with at least two (2) specialty consultants, providing notice for each session and producing working notes of each session:
 - i. Provide a virtual format to hear and fully understand perspectives from the Rolesville Rural Fire Department Board.
 - ii. Provide a virtual format to hear perspectives from the Rolesville Fire volunteers.
 - iii. Provide three (3) separate sessions for current Rolesville Fire employees and volunteers who cannot join on the special volunteer session.

- iv. Provide three (3) virtual formats to hear perspectives and concerns from Town Elected officials and select Town staff so that the majority of elected officials are not on the same session in accordance with state law.
 - v. Provide a virtual session for interested members of the Wake County Fire Commission and Wake County Fire Services staff to gain their input.
- b. Develop a customized Dropbox file for all pertinent project information to be housed so that it can be easily shared between all identified stakeholders.
- c. Construct a profile document that outlines the perspectives from the audiences above and clarifies several core facts about the department, with the appropriate parties, including, but not limited to:
- i. Total compensation for all current employees (including salary and benefits).
 - ii. Review of part-time employees and any volunteers receiving stipends.
 - iii. Outlining key aspects of employee benefits such as health coverage and current costs.
 - iv. Review the County contract(s) relative to the one (1) County employee assigned to Rolesville Fire and identify potential transition options.
 - v. Review the Town's current salary schedule and benefits schedule and construct a comparison between the Town's system and the Rolesville Fire's system.
 - vi. Inventory key capital assets of the department.
 - vii. Review most recent available performance data from the Fire Department through ISO and/or other records management system.
 - viii. Other information that may become valuable in determining the employee situation and the current related fiscal matters.
- d. Present the above findings in written form to the Town of Rolesville in a virtual format with a recommendation of appropriate next steps.

If the Town of Rolesville and the Rolesville Rural Fire Department desire to more fully explore the possibility of unifying into a Town department, the second phase would engage:

2. Phase 2 - Analysis

- a. Construct a complete analysis of all aspects of the fire department and prepare a written feasibility study that would more comprehensively address the issues that surfaced in Phase 1 plus outline the barriers that are to be encountered and provide thorough subject matter expert recommendations in each area. Examples would include all applicable aspects of:
 - i. Human Resources
 - ii. Finance

- iii. Operations (including policies and ISO)
 - iv. Facilities
 - v. Apparatus and Capital Assets
 - vi. Information Technology
 - vii. Communications
 - viii. Other areas deemed necessary
- b. Present the above information in a public forum with a series of observations and recommendations for all parties to consider.

If at that point, the Town of Rolesville and the Rolesville Rural Fire Department mutually agree to proceed forward with unification, we would recommend the third phase.

3. Phase 3 - Implementation

- a. During this phase, Fire Department and Town staff would work collaboratively on each of the issues that must be addressed.
 - i. Holding monthly sessions in each subject area to keep all participants fully engaged and held accountable for individual components.
 - ii. We would provide facilitation of these sessions with agendas and minutes for record of all decisions.
- b. Specialty consultants would serve Town staff and be immediately available daily for technical questions, research, best practices, addressing concerns, troubleshooting, recommendations, etc.

A separate, much more detailed scope of work for Phase 2 and Phase 3 will be developed at each phase of the project, subject to Town of Rolesville approval. The above outlines the essential elements in those phases only.

Regarding cost of providing these professional services, we utilize an hourly rate for professional services performed for all local governments with a budgetary cap cost within the scope of services identified. North Carolina local governments generally prefer this approach because the Town does not pay for any work that is not actually performed. As a vetted, collaborative partner with the North Carolina League of Municipalities and their exclusive fire consulting provider, we provide a 20% discount on the established hourly professional services rate of \$175, reducing your cost to \$140 per hour per consultant of professional services performed. Most progressive local government leaders recognize the value in making investments in strategic planning which will result in significant long-term savings.

For Phase 1 as outlined above, we would project a total of approximately 68-80 specialist professional services work hours. Actual materials expenses would be added in addition to mileage reimbursement at the current federal rate. Regarding project costs:

- The projected minimum cost for the Phase 1 scope outlined above is \$9,520.
- The budgetary cap for the Phase 1 project as outlined in the scope above is **not to exceed \$11,700**. **NCFCC will provide a spreadsheet of all professional services hours worked with the final invoice.**

North Carolina Fire Chief Consulting proposes the Town of Rolesville provide an initial payment of \$9,520 at the inception of the Phase 1 work with any potential remaining balance being invoiced with the presentation of the Phase 1 report to Town officials. Work beyond the above scope will necessitate change orders, but we will honor the same discounted hourly rate.

Phase 2 and Phase 3 work would follow the same set NCLM hourly rate of \$140 per hour per consultant and we would provide detailed budget proposals to the town at the inception of each of the phases. An illustrative example for Phase 2 would be similar services that we provided for the Town of Wake Forest. A link to the report and presentation is found at: <https://www.wakeforestnc.gov/board-commissioners/fire-department-feasibility-study>

I will personally serve as the project manager for Rolesville. The project lead will be Chief Mike Varnell. In addition, professional assistance will be provided by other members of our specialty team as can be found at www.NCFireChief.com. Additional specialty staff would be added and utilized as needs demanded.

We warmly welcome and encourage you to speak to a full slate of North Carolina County and municipal managers about our fire management consulting services and specifically inquire about the quality of services we have provided and the value that they have received. We can provide specific contact information of colleague professionals upon request. Please see the attachment to this proposal that identifies many of our recent North Carolina local government clients with contact information and responses to typical request for proposals.

Next steps moving forward is for the Town of Rolesville to confirm the above outlined scope of work for Phase 1 and provide us with a purchase order number. We will provide an final, signed scope of work at that point.

We stand ready to assist you and we are excited to be able to perform this important work. Please call on me when you are ready to discuss further at 336-266-7998 or by email at GGrayson@NCFireChief.com. Thank you for your consideration and your commitment to continuous improvement. We look forward to working with you and the Rolesville Fire personnel in this important and meaningful endeavor.

Sincerely,



Gregory H. Grayson, Chief Officer

NC FIRE CHIEF CONSULTING RELEVANT COMPANY EXPERIENCE:

1. Listing of recent relevant project experience to providing strategic plans for local government fire protection services:

Albemarle, County of	State of Virginia	Strategic Planning	19/20	Chief Dan Eggleston	degeleston@albemarle.org
Berkeley, County of	State of South Carolina	Strategic Planning	17/18	ESD Daniel Barb	daniel_barb@berkeleycountysc.gov
Bertie, County of	Bertie	Strategic Planning	19/20	EM Director Mitch Cooper	mitch_cooper@bertie.nc.gov
Brunswick, County of	Brunswick	Strategic Planning	17/18	ESD Brian Watts	brian_watts@brunswickcountync.gov
Cabarrus, County of	Cabarrus	Strategic Planning	19/20	FM Steve Langer	smlanger@cabarruscounty.us
Clayton, Town of	Johnston	Strategic Planning	17/18	Chief Lee Barbee	lbarbee@townofclaytonnc.org
Cleveland, County of	Cleveland	Strategic Planning	16/17	Manager Jeff Richardson	jrichardson3@albemarle.org
Cumberland, County of	Cumberland	Strategic Planning	17/18	Manager Amy Cannon	Acannon@co.cumberland.nc.us
Elkin, Town of	Surry	Strategic Planning	18/19	Manager Brent Cornelison	bcornelison@elkinnc.org
Harrisburg, Town of	Cabarrus	Strategic Planning	17/18	Chief Bryan Dunn	bdunn@harrisburgnc.org
Hemby Bridge Fire Department	Union	Strategic Planning	17/18	Chief Johnny Blythe	johannyblythe@hembybridgevfd.com
Hendersonville, City of	Henderson	Strategic Planning	17/18	Chief Joseph Vindigni	jvindigni@hvlnc.gov
Knightdale, Town of	Wake	Strategic Planning	17/18	Chief Tim Guffey	tim_guffey@knightdalenc.gov
Nags Head, Town of	Dare	Strategic Planning	18/19	Manager Cliff Ogburn	cliff_ogburn@nagshead-nc.gov
New Bern, City of	Craven	Strategic Planning	16/17	Chief Bobby Boyd	boydr@newbern-nc.org
Clayton, Town of	Johnston	Strategic Planning - Budget Preparation	18/19	Chief Lee Barbee	lbarbee@townofclaytonnc.org
Cumberland, County of	Cumberland	Strategic Planning - Fire Prevention Ordinance	19/20	FM Kevin Lowther	klowther@co.cumberland.nc.us
Wake Forest University	Forsyth	Strategic Planning, 9-1-1 Communications	17/18	Chief Regina Lawson	lawsonrg@wfu.edu
Botetourt, County of	State of Virginia	Strategic Planning, Fire Station Location	18/19	Chief Jason Ferguson	jferguson@botetourtva.gov
Alamance, County of	Alamance	Strategic Planning, ISO	19/20	CM Bryan Hagood	bryan.hagood@alamance-nc.com
Cumberland, County of	Cumberland	Strategic Planning, ISO	19/20	ACM Tracy Jackson	TRJackson@co.cumberland.nc.us
Wake Forest, Town of	Wake	Strategic Planning, PNP FD to Town Transition	18/19	CFO Aileen Staples	astaples@wakeforestnc.gov
Elon, Town of	Alamance	Technical Assistance, Grants	17/18	Chief Alva Sizemore	asizemore@ci.elon.nc.us
Snow Camp Fire Department	Alamance	Technical Assistance, Grants	19/20	Chief Gene Wellons	chiefscvfd@gmail.com
Wake Forest, Town of	Wake	Transitioning PNP FD to Town Department	19/20	CFO Aileen Staples	astaples@wakeforestnc.gov

- *We are currently conducting significant Strategic Planning processes for Cabarrus County and Bertie County, North Carolina. Also note – we can provide recent projects for other related types of work if desired.*

2. Description of the company’s responsiveness to clients, its ability to complete its jobs on schedule and within budget and its quality assurance/quality control (QA/QC) practices:

In each of the projects noted above, North Carolina Fire Chief Consulting (NCFCCC) staff has been responsive to clients. There have been very few change orders to the original project. All change orders have occurred when the client requested increases in scope. In no case above has the client had any issues with NCFCC on timeliness. All projects have been completed on time and on budget. Multiple subject matter experts (SMEs) work on each project. In most cases, there are SMEs from disciplines other than the fire service that assist with quality assurance and quality control. In all cases, we provide the client a final draft for review prior to release of the final report as well.

The above statements can be validated by any of the clients listed above. The most significant North Carolina projects in terms of size and scope include, in ranked order:

Town of Wake Forest	Town Manager Kip Padgett/CFO Aileen Staples
Cumberland County	County Manager Amy Cannon/ ACM Tracy Jackson
Town of Elkin	Town Manager Brent Cornelison
Brunswick County	Emer. Svs. Director Brian Watts/ Manager Anne Hardy
Town of Harrisburg	Town Manager Haynes Brigman/Fire Chief Bryan Dunn
Cleveland County	County Manager Jeff Richardson/EM Dir. Perry Davis
City of New Bern	Fire Chief Bobby Boyd

3. A description of the current personnel and equipment used to work on these projects along with their current resumes:

Work will be accomplished by SMEs that are specifically selected to bring applicable expertise to Rolesville based upon a needs assessment. Typically, fire chiefs and emergency services staff from across North Carolina are selected to serve on peer review team(s). These can vary based upon need. However, all SMEs must be approved by Rolesville.

NCFCC's Fire Core Team for this work consists of Chiefs Greg Grayson, Mike Varnell, David Bullins, Wes Hutchins, Wes Greene. Summary resumes for the Core Team are as follows:

- **Gregory H. Grayson, Fire Chief (ret), City of Greensboro, NC**

Greg Grayson has more than 38 years of progressive experience in the North Carolina fire and rescue service. His experience includes beginning public service as a volunteer firefighter and ascending the career ranks to become the Fire Marshal/Fire Rescue Director for Wake County, North Carolina. In the following seventeen years, he served as the fire chief for three North Carolina urban cities – Burlington, Asheville and Greensboro. In these executive leadership capacities, he was responsible for comprehensive fire and rescue operations, prevention programs, training and career development, emergency management functions and specialized regional response teams. In Burlington, he effectively led positive organizational change and implemented an innovative reserve firefighter program. In Asheville, he commanded significant re-engineering throughout the fire department and led Asheville to become an accredited agency. In Greensboro, he led the department to maintaining both accreditation and ISO "Class1" status and navigated the department through difficult fiscal years and challenging large-scale emergencies. In 2015, his long-term, dedicated public service to the people of North Carolina was recognized by the Governor through the prestigious "Order of the Long Leaf Pine", the state's highest honor that can be awarded to a citizen.

Upon retiring from local government service, Chief Grayson was appointed by the State Fire Marshal in 2015 to proactively serve as the state's first and only public fire service management consultant, providing high level technical assistance to county and municipal managers - enabling them to better strengthen their jurisdiction's fire protection service delivery systems. He also managed statewide fire service advancement initiatives and led the Office of State Fire Marshal's Technical Services program.

Beyond extensive experience, Chief Grayson holds a Master of Public Administration, bachelor and associate in fire protection. He holds numerous professional credentials including Chief Fire Officer (CFO), MIFireE from the Institution of Fire Protection Engineers and multiple other fire service certifications, including being North Carolina's first Advanced Firefighter. He is one of very few, if not the only, Fire Chief in the United States to also hold the Senior Professional in Human Resources (SPHR) and SHRM-SCP credentials. He is active in the North Carolina Association of Fire Chiefs and the IAFC Metropolitan Fire Chiefs organizations and continues to serve as a volunteer firefighter in his home community.

- **Mike Varnell, Fire Chief (ret), City of Rocky Mount, NC**

Mike Varnell has thirty years of experience in the North Carolina and United States fire service. His experience runs the gamut in the municipal fire service by serving in positions from firefighter to fire chief. Early in his career (1993) Varnell earned a commendation from Governor James B. Hunt for saving four children from a burning house. In 1996, he was recognized by the NC Jaycees as one of the “Five Most Outstanding Public Servants” in North Carolina. As his career progressed with Rocky Mount Fire Department, he was instrumental in leading the department through four successful international fire accreditation processes from 2003 to 2018. In 2016, under his leadership the department was only one of two in the nation to receive the coveted “Heart Safe Community Award” from the International Association of Fire Chiefs.

Chief Varnell is a graduate of the United States Fire Administration National Fire Academy’s Executive Fire Officer Program and the NC Association of Fire Chief’s Executive Development Program. Varnell holds a master’s degree in Executive Fire Service Leadership, a bachelor’s degree in business administration, and an associate degree in fire protection technology. He is credentialed by the Center for Public Safety Excellence and carries the “Chief Fire Officer” designation. He currently serves as a peer assessor for Commission on Fire Accreditation International and travels across the country evaluating fire departments for industry best practices. He has served on the International Association of Fire Chiefs’ Professional Development-Higher Education Committee and represented Region 4 on the NC Emergency Management Domestic Preparedness committee. He holds numerous certifications in the fields of administration, emergency management, and the fire service. He is a member of the International Association of Fire Chiefs, the NC Accreditation Support Consortium, and the NC Association of Fire Chiefs.

Since he retired from local government in April of 2019, he continues to teach Fire Protection Law, NC Local Government Finance, and Emergency Management classes at the college level. He is active in his community by volunteering on the Board of Directors for Meals on Wheels, Allocations Impact Team for United Way, and Cancer Care Ministry at his home church Englewood Baptist.

- **David Bullins, Fire Chief (ret), City of Statesville and Mitchell Comm. College**

David Bullins has served the NC fire service since 1982. His career started as a volunteer in the rural Piedmont area and ended as a career municipal fire chief in the foothills of the state. Chief Bullins served the Summerfield Fire Department as a volunteer and was the first paid firefighter on their roster. His career continued with the City of Greensboro Fire Department where he rose through the ranks serving as firefighter, captain, battalion chief, and planning & research officer. Part of his career with Greensboro Fire Department was that of Training Officer. Chief Bullins was appointed to the position of Fire Chief for the City of Statesville in 2007. After retiring in 2014 from the fire service, he continued his training and education goals by serving as the Fire and Emergency Management Department Chair at Guilford Technical Community College. He now serves as the Director of Public Safety for Mitchell Community College in Statesville, N.C. and teaches fire technology and emergency management throughout the state. Chief Bullins has a master’s degree from Oklahoma State University in Fire & Emergency Management Administration, a bachelor’s degree the University of Cincinnati in Fire & Safety Engineering Technology, and associate of applied science degree from Guilford Technical Community College. He also is a graduate of the National Fire Academy Executive Fire Officer Program and is designated as a Chief Fire Officer (CFOD) from the Center for Public Safety and Excellence.

- **Wes Greene, Fire Chief (ret), Town of Mooresville, NC**

Wes Greene served as the Fire Chief for the Town of Mooresville and the Town of Mount Airy, North Carolina. Previous to serving as a Fire Chief, Chief Greene served with the City of Winston Salem Fire Department. Chief Greene also served as Senior Safety Officer for the National Parks Service post his retirement in Mooresville. He has served in multiple leadership capacities in North Carolina's Fire Service including the North Carolina Association of Fire Chiefs and the North Carolina State Firefighters Association.

- **Wes Hutchins, Fire Chief (ret), Walkertown, NC**

Chief Hutchins serves as the Dean of Emergency Services for Forsyth Technical Community College. He also served for near 44 years as Fire Chief for Walkertown Fire Department, where he now serves as a Town Council Member. He holds a Master's in Public Administration Degree from Grand Canyon University, a Bachelor Degree from Gardner-Webb University and an Associate in Fire Protection from Guilford Technical Community College.

In addition to the core team members, we typically engage the following adjunct SMEs on most projects to bring their level of expertise and experience for the client:

- **Robert McNally, Beacon GIS**

A GIS Analyst/Planner with niche specialty and ground experience for Fire, Rescue, EMS, Public Safety, Emergency Management, and Homeland Security projects, Robert owns Beacon GIS, a first responder planning services firm. Robert brings 20 years of public safety experience as a responder, manager, and trainer. He has been awarded twice for his service to the community. He graduated magna cum laude with bachelor's degree in Public Administration, securing an honor scholarship while in the midst of his education. Robert also has a graduate degree in Urban and Regional Planning from the University of North Carolina at Charlotte. Robert McNally has spoken at several conferences on the subject of public safety and homeland security and Beacon GIS has been involved in over 180 projects for emergency services of various sizes across the United States & Canada.

- **Todd Tuttle, Battalion Chief, City of Greensboro, NC**

Chief Tuttle is a 30-year fire service veteran who also served as a paramedic. He currently manages intricate records management systems for the City of Greensboro Fire Department, which is an accredited, ISO Class 1 city. Chief Tuttle is recognized throughout the state and nation as a technical expert on FireHouse records management systems as well as data analysis.

- **Benjamin Durant, Durham, NC**

Ben brings a wealth of fiscal management skills to the project. He currently serves as Senior Policy Advisor to the President of Guilford College. Previously, he served as Vice-Chancellor for Administration and Finance for North Carolina Central University and Vice-Chancellor for Business and Finance for Elizabeth City State University. Before his career in North Carolina higher education, Ben served as the Chief Financial Officer for the City of Asheville. In that capacity, he secured \$40M in bond financing to upgrade the city's water distribution system. He also served as Asheville's Budget and Research Director for many years. In that capacity, he implemented target-based budgeting. Ben earned a Master of Public Administration degree from the University of North Carolina at Chapel Hill and a Bachelor degree in Political Science. He is the recipient of the Excellence in Public Service Award for Outstanding Manager.

- **Tommy Millikan, Fleet Maintenance Supervisor, City of Greensboro, NC**

Tommy has forty years of experience in large fleet experience and over thirty-seven years with the City of Greensboro Fire Department. He currently serves as the Maintenance Supervisor for Greensboro Fire and has held many mechanical and emergency response apparatus certifications throughout his career.

4. Project descriptions should include a summary of scope, location, ability to mobilize and complete work within specified times, key personnel and client contact:

From the listing provided in question #1, we will offer additional information on these select projects.

Town of Wake Forest

Town Manager Kip Padgett/CFO Aileen Staples

Scope Summary: Assist the Town with transitioning a private, non-profit corporation fire department into a department of Town Government. This in-depth effort included a thorough analysis on operations, fiscal, capital, human resources, and stakeholders (fire and elected officials). After our feasibility analysis work, the Fire Department Board voted to unify and the Town Board has voted to unify. We were further retained to assist the Town in implementation of this unification which was successfully effective July 1, 2020. The feasibility analysis phase was approximately six months and the implementation phase was approximately nine months. Both phases were completed on time and on budget.

Cumberland County

County Manager Amy Cannon/ ACM Tracy Jackson

Scope Summary: We have worked collaboratively with Cumberland County for the past three fiscal years. We have facilitated a public safety task force which recommended to the County Commissioners to transition from rural fire tax districts to funding fire protection through a unified service district. We engaged county fire service leaders from throughout North Carolina to work with the fire chiefs in Cumberland County to chart the best course moving forward. Our efforts have also assisted in developing incentive and grant programs for the fire departments there. We were retained for four projects in FY 19-20 with Cumberland County and two projects for FY 20-21 to aid in this important transition. On time, on budget. We have also conducted some individual analysis work for the County Manager on fire service needs.

Town of Elkin

Town Manager Brent Cornelison

Scope Summary: We assisted the Town in conducting an analysis of the fire department gathering feedback from firefighters and the general population. We benchmarked the department's services against similar North Carolina fire departments and we developed recommendations for improvement to feed into a strategic plan. We projected additional fire station location need and conducted some analysis on alternate locations. We assessed capital equipment as well. We have also assisted the new fire chief in his acclimation. The report has brought significant stability to the department. On time – on budget.

Brunswick County

Emer. Svs. Director Brian Watts/ Manager Anne Hardy

Scope Summary: We collected data from the fire service providers in the County and held a Peer Review Team of fire service professionals from throughout North Carolina to focus on developing recommendations for improvement. We developed strategic recommendations for improvement, including recommendations related to changing the funding structure from a fee-based system to a fire protection service district. The County elected officials chose to go back to the State Legislature and make modifications there. However, the County restructured their fire service staff and system as a result of the work. The County extended the original scope within the project. However, the project was on time and on budget. Subsequent to this project, we have conducted additional related work for Brunswick County.

Town of Harrisburg

Town Manager Haynes Brigman/Fire Chief Bryan Dunn

Scope Summary: We assisted the Town with assessing their fire department. We heard from internal and external stakeholders, assessed all apparatus and capital assets and conducted an extensive benchmarking analysis of similar size fire departments. We held a peer review team analysis with fire service professionals from throughout North Carolina and developed strategic plans for improvement. As a result of the work in that endeavor, the Town has strengthened their fire department staffing levels and has restricted their funding structure. On time and on budget.

Cleveland County

County Manager Jeff Richardson/EM Dir. Perry Davis

Scope Summary: We provided the County with a Peer Review Team with county fire service professionals from throughout North Carolina to aid the County in developing a strategic plan that was focused on addressing how to implement career firefighters throughout the County. As a result of this project work, the County Commissioners voted a monumental 3 cent tax increase to fund career personnel and two firefighters have been placed in stations throughout the county on weekdays. On time and on budget.

City of New Bern

Fire Chief Bobby Boyd

Scope Summary: We aided the department in developing their strategic plan. We gathered feedback from firefighters, the business community, the general public and analyzed data. We assembled peer review team with fire service leaders from throughout North Carolina to analyze the department's operations and develop responsible recommendations for improvement. The department has executed an effective strategic plan and has improved service delivery levels as a result of the project work. Both on time and on budget. We have been asked to assist in subsequent work since this project was completed.

For work conducted for Rolesville, we would utilize the NCFCC Core Team (as identified above) and supplement those efforts with subject matter experts from North Carolina as needs dictate.

We would establish a very clear scope of services and timelines that would be followed. Any changes to that scope or timeline would need to be agreed upon by Rolesville.

We would anticipate being able to start on this project in summer 2020. We would complete the project based upon the final scope that was developed.

Based upon our extensive experience in North Carolina, we can effectively and efficiently address the scope of services described to us. We have effectively carried out all of the points discussed and have confidence in our ability to provide similar core services for Rolesville.

NCFCC Chief Officer Greg Grayson will serve as the primary point of contact for Rolesville for this project. Contact information is as follows:

Gregory H. Grayson, Chief Officer
North Carolina Fire Rescue Innovative Solutions, LLC DBA NC Fire Chief Consulting
3140 Abingdon Place
Burlington, North Carolina 27215
GGrayson@NCFireChief.com
336-266-7998
www.NCFireChief.com

TRANSITION FROM PRIVATE, NON-PROFIT TO MUNICIPAL FIRE DEPARTMENT ANALYSIS

August, 2020



NC Fire Chief Consulting is a Full-Service Fire Consulting Provider

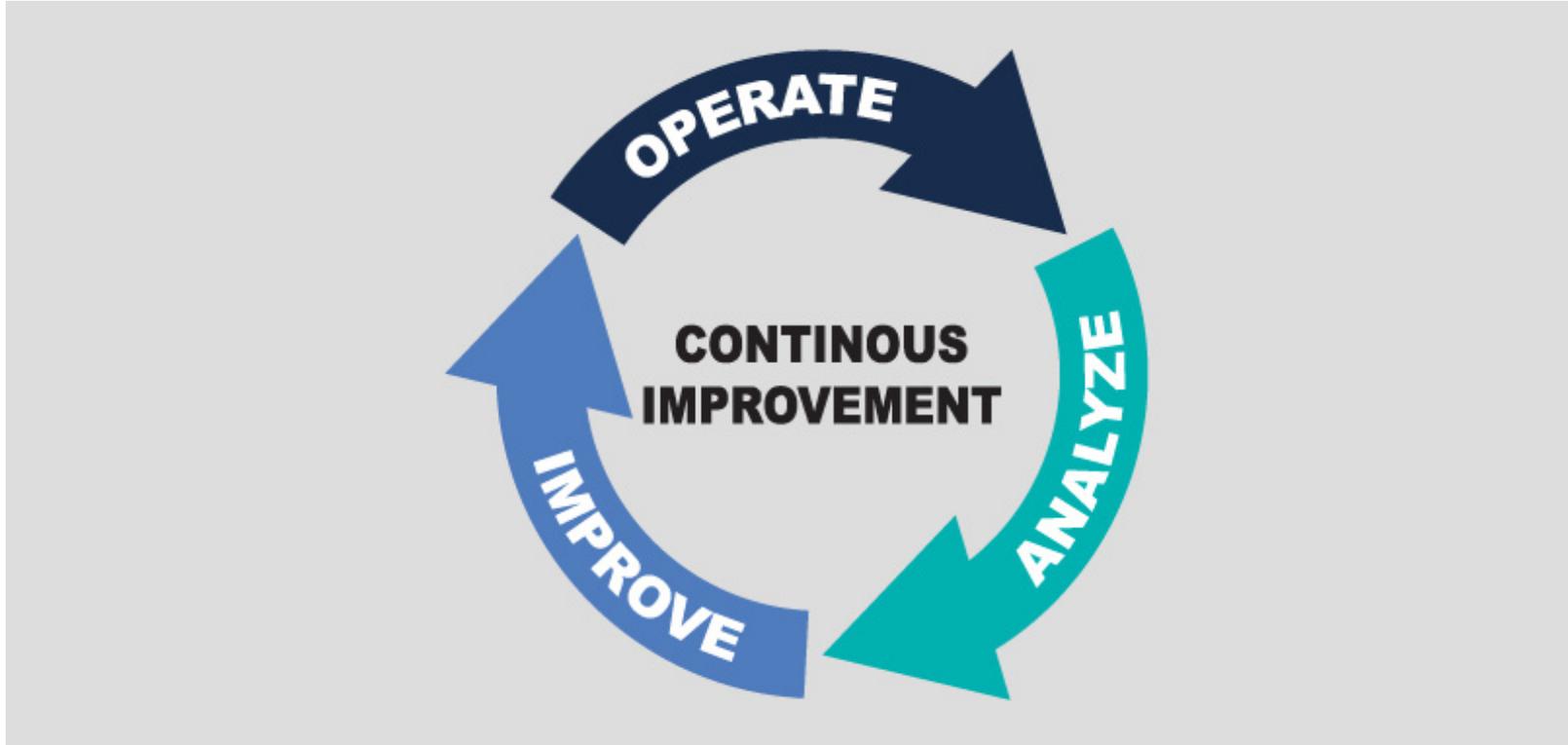
- Strategic Planning
- Service Delivery Needs Analysis
- Standards of Coverage Analysis
- Contract Development and Facilitation
- Fire District Transition
- Transition of Private, Non-Profit Fire Department to Municipal Fire Department
- Fire Station Placement
- Fire Chief Selection and Promotional Processes
- Human Resource Assistance
- Professional Development, Mentoring and Coaching
- Human Resource Based Causation Analysis
- Interim Chief Fire Officer Leadership
- Fire Apparatus Evaluation and Fire Station Facility Analysis
- Capital Improvement Plan Review and Analysis
- Emergency Operations Post Incident Analysis



NCFCC Assistance to North Carolina Local Governments



Our work is based
on an important concept...



Projected Phases of Work



1. Fact Finding and Challenge Identification Phase

- Listen and learn via 9 individual sessions for qualitative analysis.
- Compile a profile document with essential information for quantitative analysis.
- Identify where key points of contention and/or where key barriers will be in the process.
- Present analysis to the leadership of both Boards to inquire if there is a decision point that both bodies want to move forward.
- Estimate 80 hours of work - \$11,200. Under our NCLM exclusive contract, we only charge NC municipalities for the hours we actually work. Also, all professional services are at a 20% discount to NCLM members.



Projected Phases of Work



2. Analysis Phase

- Outcome is a thorough, written analysis of all key areas that are pertinent to Rolesville. We would project the following areas:
 - Human Resources, Finance, Operations, Facilities, Apparatus and Capital, IT, Communications, Others
- Utilize an extensive, diverse team of subject matter experts to construct a recommendations report in conjunction with department and Town staff.
- Present the findings at a public forum. Compile a profile document with essential information for quantitative analysis
- With the information we have at this point, we would estimate about 300 hours of work - \$42,000 for this phase – again only actual hours worked are charged.



Projected Phases of Work



3. Implementation Phase

- Post the decision made to move forward and a fixed date set, we would facilitate ensuring that all stakeholders are doing what is necessary for the end result, with periodic reporting of progress.
- We use monthly meetings with key staff, Dropbox document storage, Gantt style performance matrix for accountability.
- We troubleshoot issues with the Town to ensure that all aspects come to fruition, such as barriers with the NC State Treasurer, insurance and other components.
- With the information we have at this point, we would estimate about 150 hours of work - \$21,000 for this phase – again only actual hours worked are charged.



After Implementation...

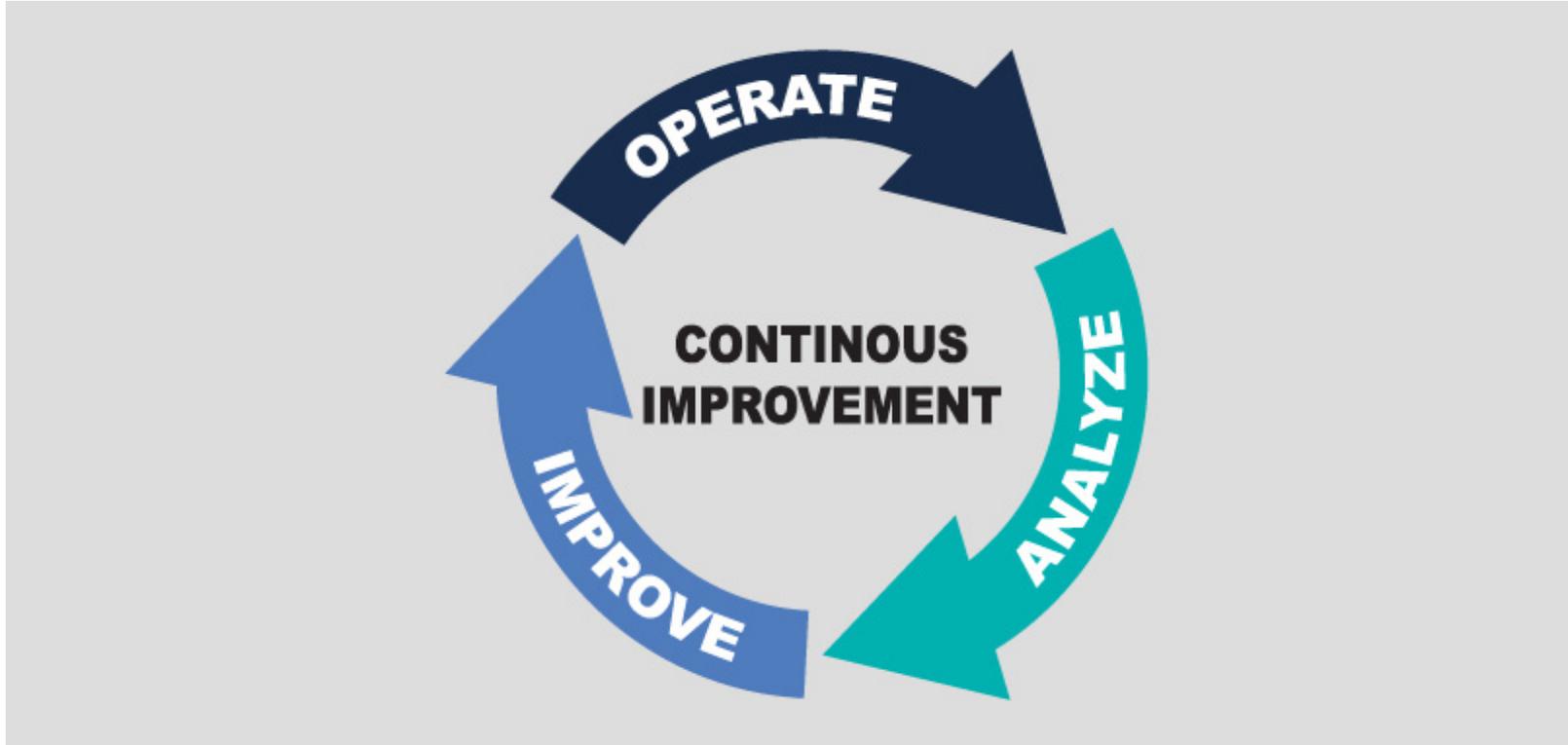


We remain readily available for the Town to troubleshoot and resolve issues and to pull subject matter experts back in as necessary to support needs or issues through the first fiscal year of implementation.

We can provide much deeper human resource services such as conducting 360 evaluations on new Town staff that are part of the fire department to ensure that a credible performance evaluation system is in place.



Again, all of this work is based on an important concept...



Questions





THANK YOU!

North Carolina Fire Chief Consulting
336-266-7998 ♦ www.NCFireChief.com



**AN ORDINANCE TO AMEND THE
2020-2021 FISCAL YEAR BUDGET ORDINANCE**

BE IT ORDAINED, by the Board of Commissioners of the Town of Rolesville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

1. *To appropriate funds from contingency for Phase I of a fire services study to transition the Rolesville Rural Fire Department to a Town service.*

Decrease Expenditure

11-700-85	Contingency	\$11,700
-----------	-------------	----------

Increase Expenditure

11-700-60	RRFD Partnership	\$11,700
-----------	------------------	----------

This will result in no change to revenues or expenditures of the General Fund.

Adopted this 15th day of September 2020

Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Robin E. Peyton
Town Clerk

Your
FOR Info
FYI

Town of Rolesville
Board of Commissioners
Regular Meeting

September 15, 2020

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Monthly Financial Update

For month ending August 31, 2020

General Fund

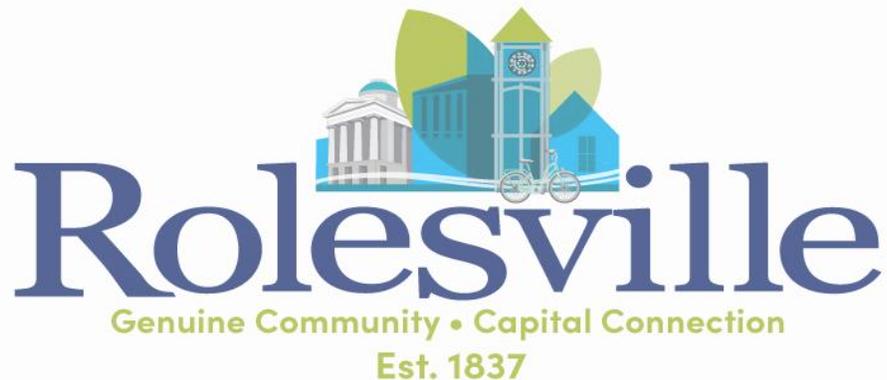
- Revenues & Expenditures
- Property Taxes
- Local Option Sales Tax
- Utility Sales Tax

Capital Projects Fund

- Revenues & Expenditures
- Capital Development Fees
- Capital Project Status

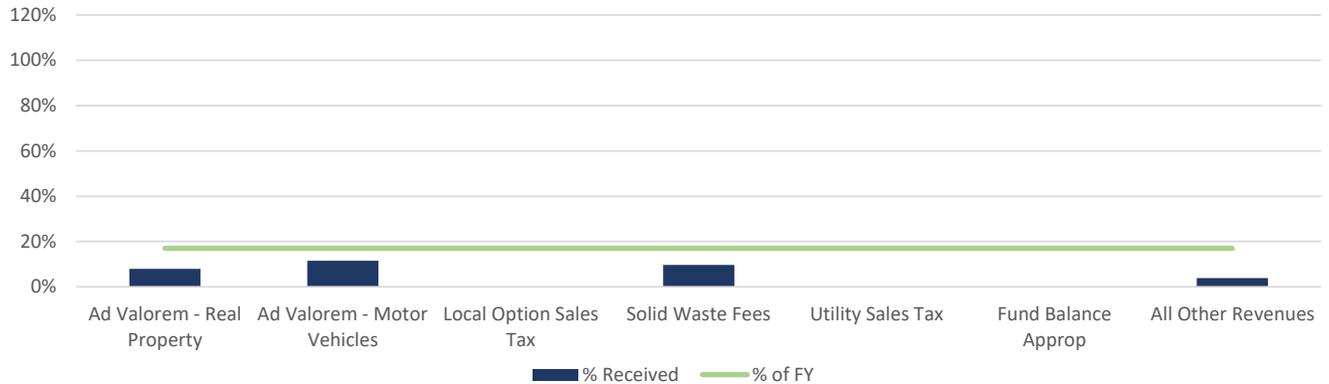
Supplementary Information

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



General Fund

Revenues

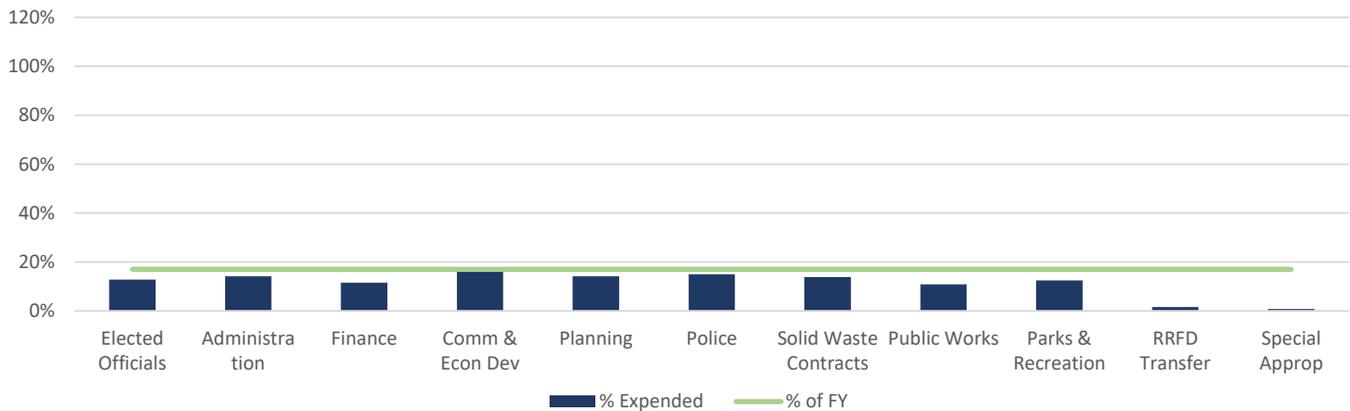


17% = % of Fiscal Year

	FY19-20 Projected	FY20-21 Budget	FY20-21 YTD	YTD %
Ad Valorem - Real Property	\$4,557,973	\$5,084,500	\$404,081	8%
Ad Valorem - Motor Vehicles	498,396	472,000	54,145	11%
Local Option Sales Tax	1,532,090	1,420,000	0	0%
Solid Waste Fees	716,909	750,000	72,610	10%
Utility Sales Tax	443,669	455,000		0%
Fund Balance Approp		670,784		0%
All Other Revenues	1,106,999	950,943	37,168	4%
Total	\$8,856,036	\$9,803,227	\$568,004	6%

- Most revenues at expected levels
- Receipt of revenues lags behind % of fiscal year - see revenue detail for more information

Expenditures



17% = % of Fiscal Year

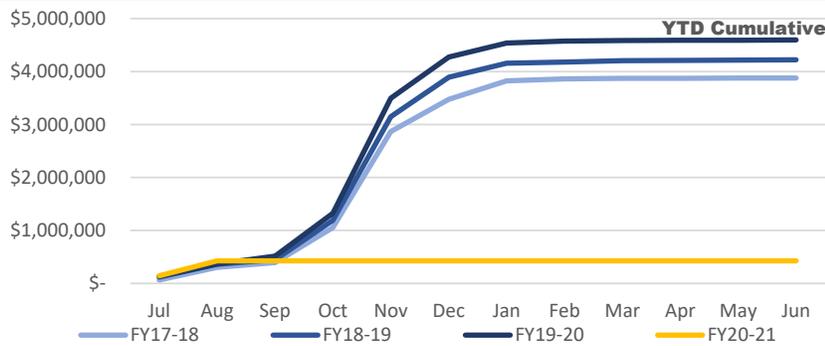
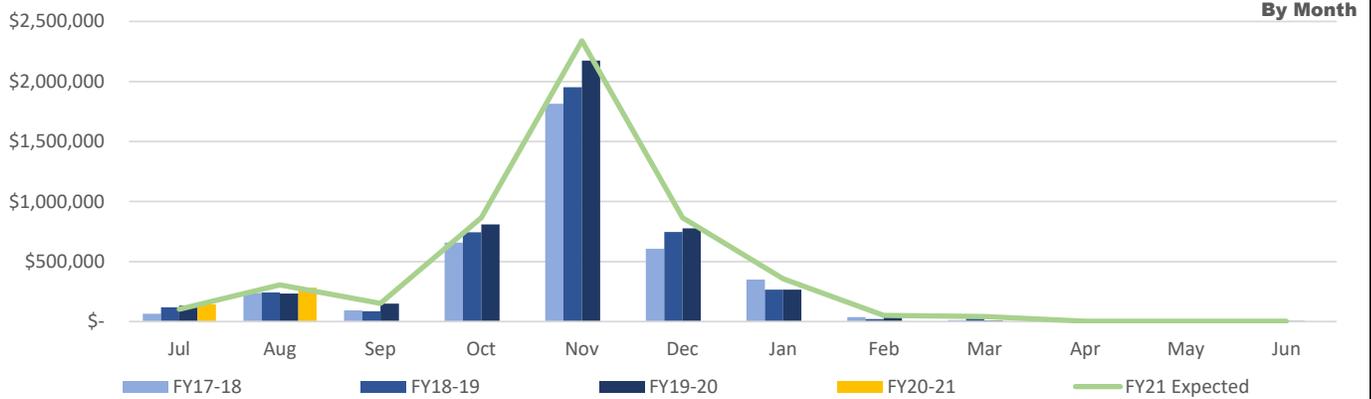
	FY19-20 Projected	FY20-21 Budget	FY20-21 YTD	YTD %
Elected Officials	\$77,454	\$72,500	\$9,249	13%
Administration	554,507	639,770	90,854	14%
Finance	493,215	677,495	78,524	12%
Comm & Econ Dev	143,867	146,660	25,274	17%
Planning	374,760	748,962	106,331	14%
Police	2,510,714	2,794,645	418,058	15%
Solid Waste Contracts	613,585	675,000	93,166	14%
Public Works	951,863	865,214	93,456	11%
Parks & Recreation	784,072	951,035	118,179	12%
RRFD Transfer	1,062,047	1,111,300	16,878	2%
Special Approp	639,701	1,120,646	8,293	1%
Total	\$8,205,786	\$9,803,227	\$1,058,260	11%

- Department expenditures at expected levels
- Community & Economic Development near benchmark due to expenditures related to Cobblestone project

General Fund

Property Tax - Wake County Collections

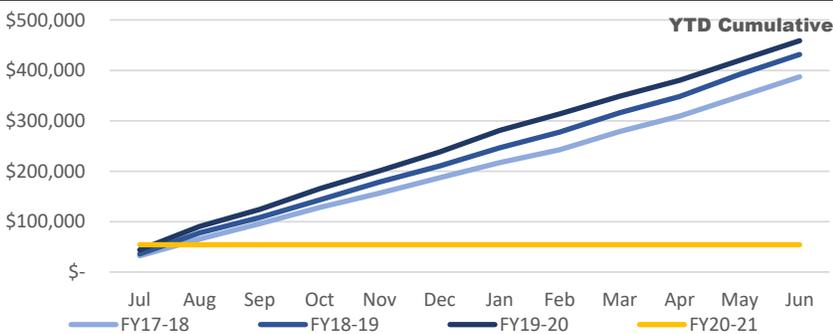
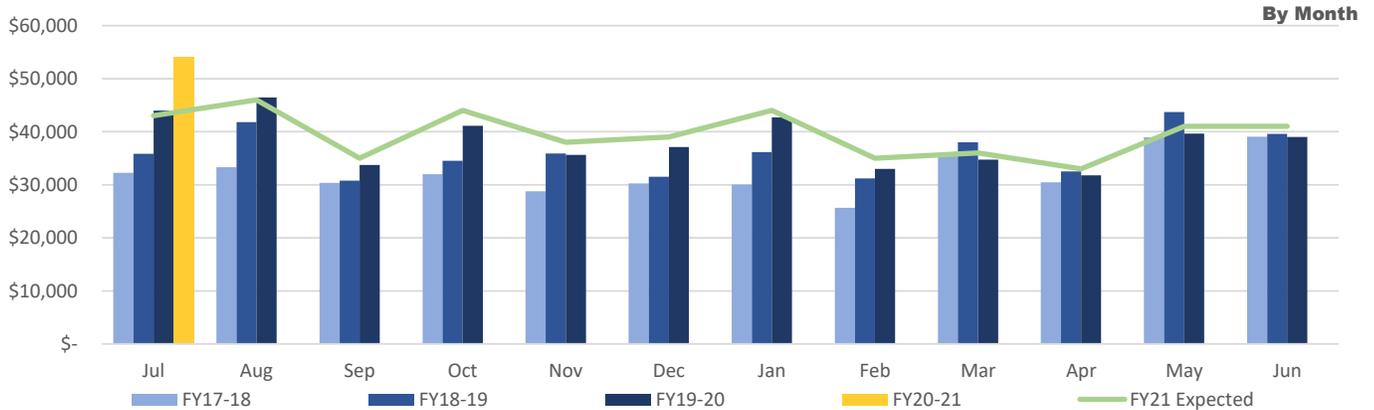
#1 largest revenue



- Property tax revenues consistent with prior year - usually 8% of total levy by Aug
- 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

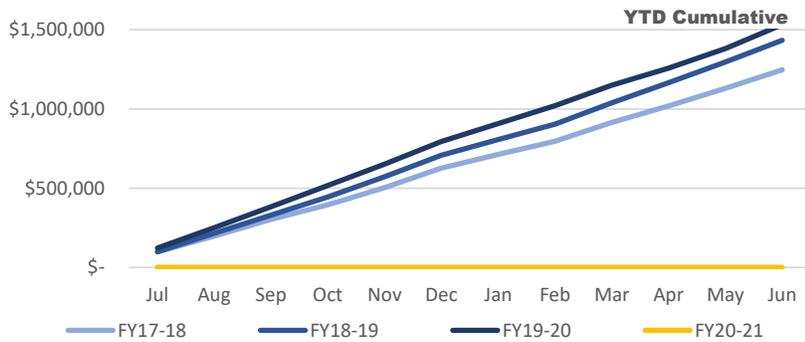


- Aug funds received mid-September
- March-June revenues down slightly over previous year
- Renewals March-July have 6 month grace period, some receipts may be deferred to August - December 2020

General Fund

Local Option Sales Tax

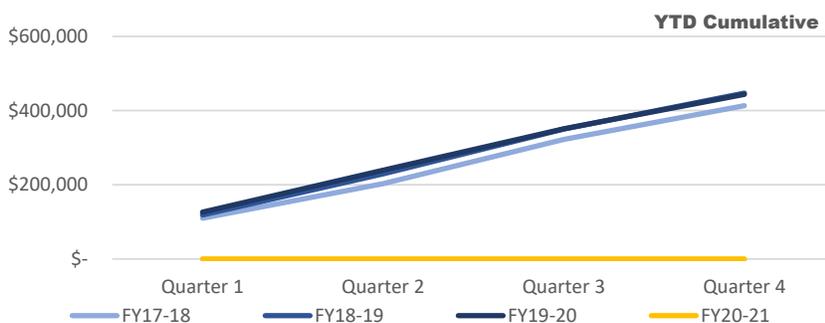
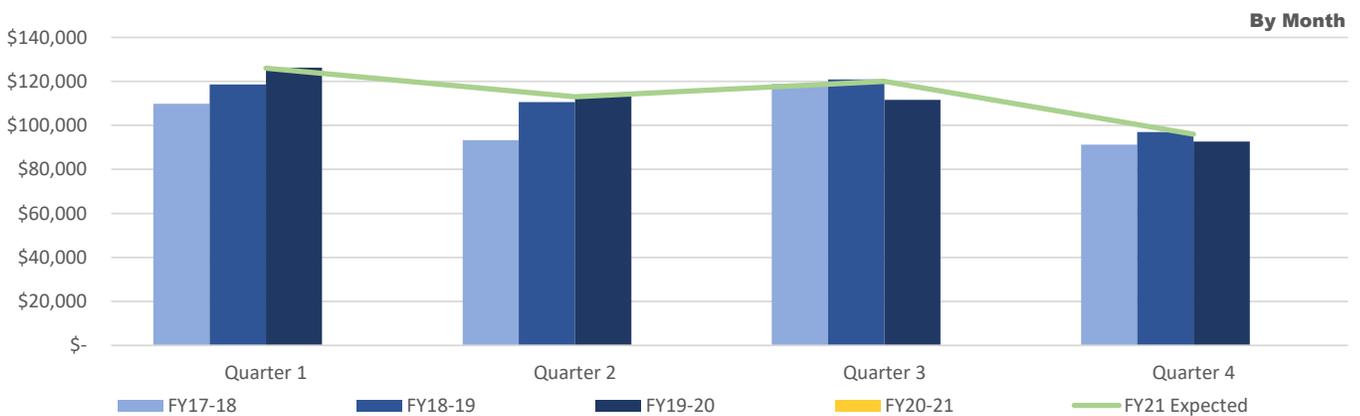
#2 largest revenue



- March receipts down 4%
- April receipts down 14%
- May receipts down 5%
- June receipts up 10%
- Forecasted 5% decrease for FY20-21 (Jul 20 - Jun 21)
- June results could be early indicator for optimism

Utility Sales Tax

#5 largest revenue



- Utility Sales Tax revenues remain a flat source of revenue
- The 4th quarter distribution for FY19-20 was down 4% compared to prior year

Capital Projects Fund

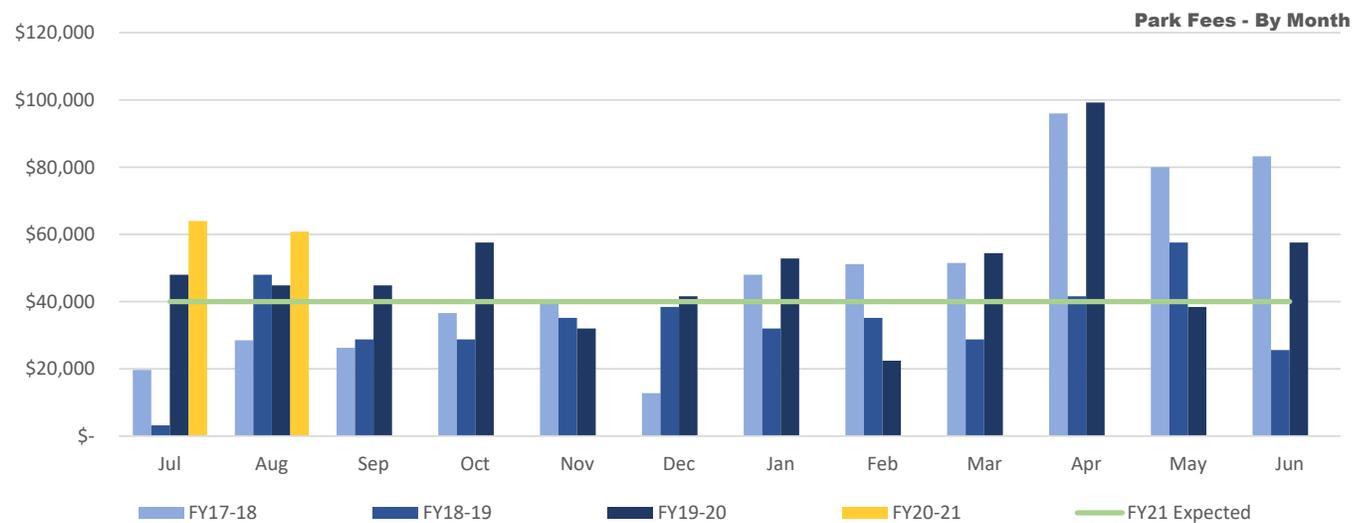
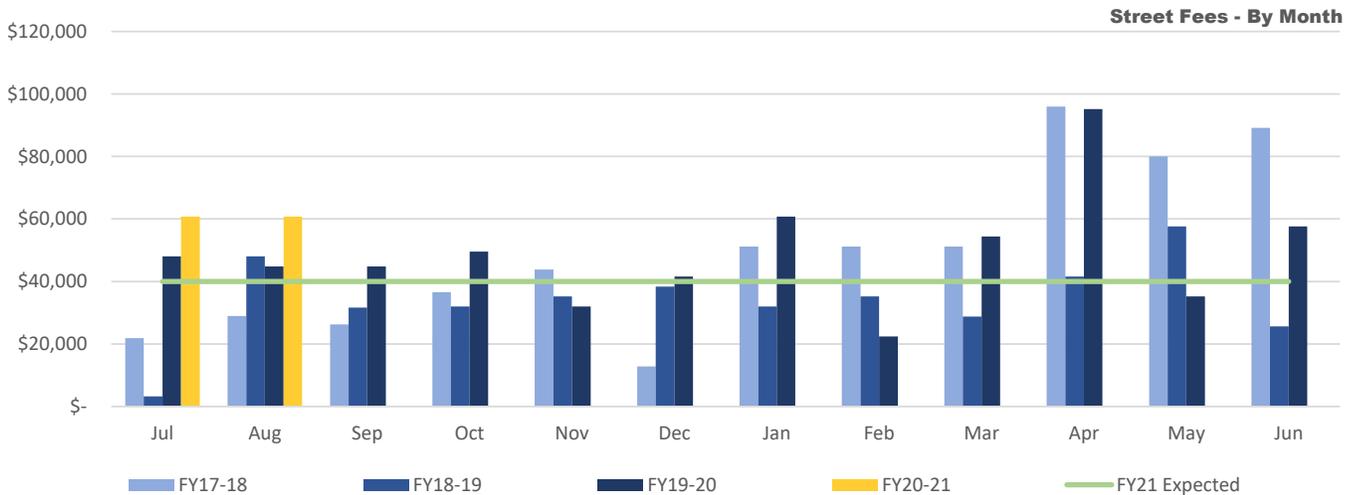
Revenues & Expenditures

Revenues	FY19-20	FY20-21	FY20-21	
	Projected	Budget	YTD	YTD %
Streets-related	\$1,079,409	\$480,000	\$60,950	13%
Parks-related	616,155	480,000	64,184	13%
Fund Balance App		1,217,831		0%
All Other Revenues	492,825	250,000	0	0%
Transfer In	350,000	500,000		0%
Total	\$2,538,389	\$2,927,831	\$125,134	4%

Expenditures	FY19-20		FY20-21	
	Actual	Budget	YTD	YTD %
General	\$264,748	\$678,500	\$15,000	2%
Streets	\$924,614	\$814,331	\$17,350	2%
Park	538,315	955,000	254,378	27%
Retain in Capital Rsv		480,000		0%
Total	\$1,727,677	\$2,927,831	\$286,728	10%
YTD Fund Bal Inc/Dec	\$810,712		(\$161,594)	

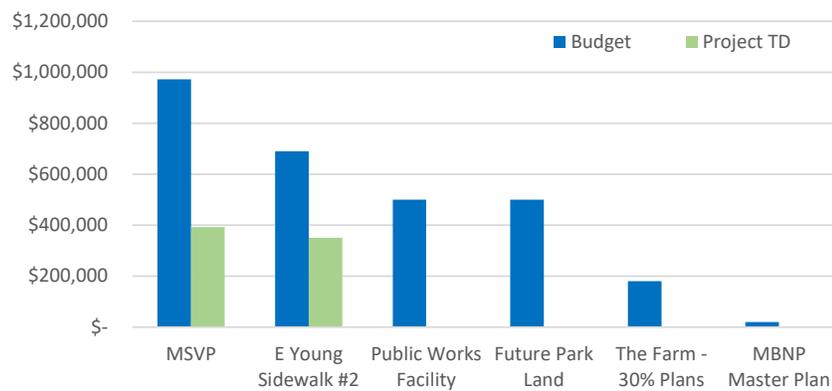
- Street Fees and Park Fees revenue varies widely from month to month, depending on local development activity
- The end of FY19-20 saw strong receipts in these revenues
- Revenues for the first two months of FY20-21 reflect continued strong development activity in Town

Capital Development Fees



Capital Projects Fund

Capital Project Status



Project	Budget	Project TD
MSVP	\$972,256	\$391,944
E Young Sidewalk #2	690,000	351,106
Public Works Facility	500,000	0
Future Park Land	500,000	0
The Farm - 30% Plans	180,000	0
MBNP Master Plan	20,000	0

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 was held in late August. It is anticipated that the 30% construction drawings will be completed in early 2021.

Mill Bridge Nature Park Site Plan

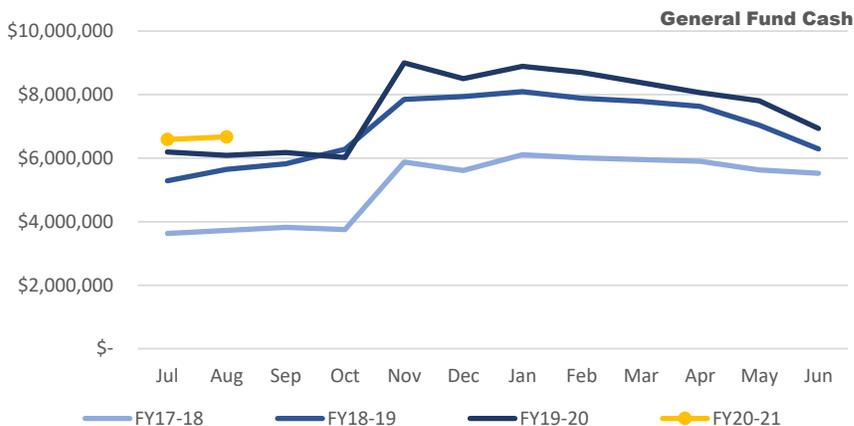
Existing land at Mill Bridge Nature Park is available for further development. A site plan will provide direction for growth of the park.

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	\$6,670,243	
Utility Reserve Fund	1,796,823	
Capital Project Fund	<u>3,760,393</u>	
	\$12,227,459	
BB&T Checking	\$400,725	
NCCMT Investment	11,786,268	
SunTrust Mmkt	<u>40,466</u>	
	\$12,227,459	



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
9/1/2020	11-700-85 Contingency	11-700-55 Chamber of Commerce	\$6,000	contribution per new MOU

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

Memorandum

To: Mayor & Town Board
From: JG Ferguson, Parks & Recreation Director
Date: September 9, 2020
Re: Parks & Recreation FYI

With the transition to Phase 2.5, we have opened the playgrounds and restrooms at the parks. Below are the Parks & Recreation program updates:

Upcoming Events:

- Outdoor Movie *Dolittle* – September 12th at Rolesville Middle School
 - Of the 21 pods available for reservation, we only 2 left. Lumpy’s ice cream will be available for purchase.

Current Programs:

- **Virtual Yoga** – Chair and Gentle
- **Virtual Wellness and Coping for Caregivers** – starting September 12th
- **Outdoor Gentle Yoga** – 2 dates only, September 12th and October 17th at Mill Bridge Nature Park.
- **Dance Classes**- classes starting in October are available for registration now.
- **Fall Youth Athletics** – Games begin Saturday, September 12th and the season should be wrapping up in mid to late October.

Monthly Report



AUGUST 2020

Rolesville Police Department
Orlando Soto, Chief of Police



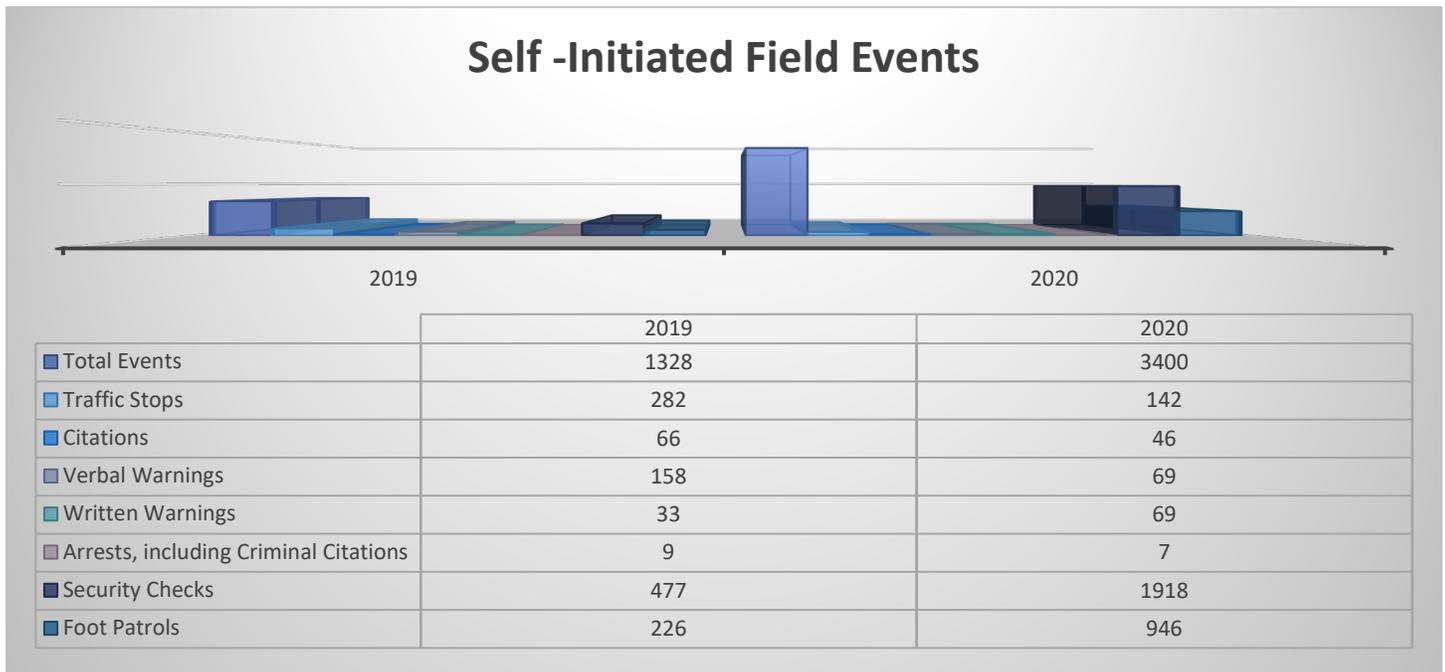


Orlando Soto
Chief of Police
 919-556-7226

“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 **3,400** events for the month of **August 2020** that resulted in the following:



SERVICE * ETHICS * RESPECT * VALUE * EXCELLENCE

ROLESVILLE POLICE DEPARTMENT

REPORTED UCR OFFENSES FOR THE MONTH OF AUGUST 2020

PART I CRIMES	August	August	+/-	Percent Changed	Year-To-Date		+/-	Percent Changed
	2019	2020			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	1	0	0%	11	4	-7	-64%
Residential	0	1	1	N.C.	6	1	-5	-83%
Non-Resident.	1	0	-1	-100%	5	3	-2	-40%
LARCENY	6	2	-4	-67%	27	22	-5	-19%
AUTO THEFT	0	0	0	N.C.	3	2	-1	-33%
ARSON	0	0	0	N.C.	0	0	0	N.C.
* PROPERTY *	7	3	-4	-57%	41	28	-13	-32%
PART I TOTAL:	7	3	-4	-57%	43	31	-12	-28%
PART II CRIMES								
Drug	8	2	-6	-75%	39	18	-21	-54%
Assault Simple	0	0	0	N.C.	24	20	-4	-17%
Forgery/Counterfeit	0	0	0	N.C.	1	1	0	0%
Fraud	1	1	0	0%	11	9	-2	-18%
Embezzlement	0	0	0	N.C.	0	1	1	N.C.
Stolen Property	0	1	1	N.C.	0	2	2	N.C.
Vandalism	0	2	2	N.C.	9	16	7	78%
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.	0	0	0	N.C.	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	1	0	0%	15	21	6	40%
PART II TOTAL:	10	7	-3	-30%	117	96	-21	-18%
GRAND TOTAL:	17	10	-7	-41%	160	127	-33	-21%

MEMORANDUM

To: All Police Department Personnel

From: Chief of Police, Orlando Soto OS

RE: Directive 20.002 - Reiteration of Policy Statements

Date: Effective Immediately

PURPOSE

The purpose of this directive is to revisit specific statements contained in various Rolesville Police Department General Orders, compile them into one document, and reiterate the culture, practice, philosophy, and policies of the Rolesville Police Department to “Do No Harm,” as we carry out our duties in line with our Core Values, Mission, and best practices for the policing profession. As a result, only specific portions of applicable general orders have been included within this directive. All employees are expected and mandated to comply with the provisions of all applicable general orders. Further, compliance is required to the extent of expectations clarified through the publication of this directive.

As you know, the Rolesville Police Department continually reviews and updates its policies and procedures to ensure that police services to our community align with current best practices. This was evidenced in several policy developments that occurred during our recent risk review that was conducted by the North Carolina League of Municipalities earlier this year. I was proud that our agency successfully passed this review of our high liability policies, which highlights our commitment to adhering to best practices for professional policing. In light of recent events, we again have thoroughly examined our policies and procedures as they relate to the Campaign Zero research-based recommendations. Currently, our policies do in fact align with these recommendations. During this review, I have noticed several opportunities to enhance and reinforce language within our policies to provide further clarification of expectations for our officers, which will be addressed in additional policy revisions in the future. It is paramount that each one of you review and apply every facet of our policy and procedures to use as guiding principles as you continue to carry out your duties. As we continue our ongoing policy review, I felt it was important to reiterate and highlight several values and general orders, which are discussed in detail below:

REFERENCES

- Apex Police Department/Holly Springs Police Department: General Orders/Written Directives
- Campaign Zero

BACKGROUND (CAMPAIGN ZERO HISTORY)

Campaign Zero is a not-for-profit organization that has conducted research, published in September of 2016, of 91 agencies from the top 100 agencies in the nation by size, which resulted in eight recommendations to reduce excessive use of force by police.

To put this small sample size in perspective, there are approximately 18,000 law enforcement agencies in the United States, and most are small to midsized. The Rolesville Police Department would be considered small, and does not fall into the criteria as studied for this project. However, the recommendations can be applied universally, even if the situations faced (by volume and potentially type) may differ greatly in agencies of different size. This Directive will serve to compile various General Orders and Directives to demonstrate that the Rolesville Police Department has measures in place to address each recommendation.

CAMPAIGN ZERO'S RESEARCH-BASED RECOMMENDATION

1. **Ban Chokeholds and Strangleholds.** Allowing officers to choke or strangle civilians, in many cases where less lethal force could be used instead, results in the unnecessary death or serious injury of civilians.
2. **Require De-escalation.** Require officers to de-escalate situations, where possible, by communicating with subjects, maintaining distance, and otherwise eliminating the need to use force.
3. **Require Warning Before Shooting.** Require officers to give a verbal warning, when possible, before shooting at a civilian.
4. **Exhaust All Alternatives Before Shooting.** Require officers to exhaust all other reasonable means before resorting to deadly force.
5. **Duty to Intervene.** Require officers to intervene and stop excessive force used by other officers and report these incidents immediately to a supervisor.
6. **Ban Shooting At Moving Vehicles.** Restrict officers from shooting at moving vehicles, which is regarded as a particularly dangerous and ineffective tactic.
7. **Require Use of Force Continuum.** Develop a Force Continuum that limits the types of force and/or weapons that can be used to respond to specific types of resistance.
8. **Require Comprehensive Reporting.** Require officers to report each time they use force or threaten to use force against civilians.

GENERAL ORDER 100.02- DEPARTMENT MISSION STATEMENT, VALUES AND OPERATIONAL POLICY

1. Policy Statement

- To set forth in writing the Rolesville Police Department's Mission Statement and to articulate in general terms the operational policies for the Police Department and its members.

2. Mission Statement

- 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.

3. Core Values

- Service: The Rolesville Police Department exists to serve our town. We are professionals who gratefully accept the responsibility of keeping our neighborhoods and businesses safe. We serve with pride and compassion and are committed to the successful achievement of our collective goals. We value, respect, and embrace diversity within our agency and the community
- Ethics: **It is essential** that the Rolesville Police Department **adhere to the highest standards of integrity and ethical conduct.** The citizens of the Town of Rolesville put their trust in us and none of us should betray that trust.
- Respect: We serve our citizens and one another with courtesy and dignity recognizing the impact our actions have on the quality of life now and in the future. **We value the diversity throughout our community and organization. We value human life, safety and dignity and commit to treating all human beings with the utmost respect, compassion and concern.**
- Value: We value the input from our members and the input of the community so we can continue to build a strong partnership between the public and the police department. **We value every human life and we will strive to safeguard the community in which we serve.**
- Excellence: We are committed to delivering quality police service by recognizing the importance of training, personal effort, teamwork, modern equipment, dedication to duty, and strong professional standards.

OATH OF OFFICE

The Chief of Police and all personnel in the Rolesville Police Department **are mandated** to take an Oath of Office prior to being appointed to sworn status. All sworn and civilian personnel will **adhere to the Code of Ethics** adopted by the International Association of Chiefs of Police, which establishes minimum standards of ethical conduct by law enforcement officers. **The Department's Mission and Values Statement is also an important code of ethics and standards, upon which we must base our performance, conduct, rules and regulations.**

The following oath of office will be administered by the Mayor, Town Clerk, or other official authorized by law to administer such oaths:

I, (state your name), do solemnly swear (or affirm) that I will be alert and vigilant to enforce the criminal laws of this State; that I will not be influenced in any matter on account of personal bias or prejudice; that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina including the laws and ordinances of the Town of Rolesville not inconsistent therewith; and I will faithfully and impartially discharge and execute the duties of my office as a Police Officer for the Town of Rolesville according to the best of my skill, abilities, and judgment; so help me, God.

GENERAL ORDER 200.01 RULES OF CONDUCT

- General Conduct
 - **Members shall conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably upon the Department and upon the Law Enforcement profession. Conduct unbecoming an officer or employee shall include that which brings the Department into disrepute or reflects discredit upon the individual as a member of the department, or that which impairs the operation or efficiency of the Department or officer**
- Conformance to Laws
 - **Members shall, whether on or off duty, obey all laws of the United States and of any state or local jurisdiction** in which the members are present, except in the performance of duty under proper authority.
- Duty Requirements
 - **Members shall maintain the integrity of the law enforcement profession through disclosure of those who violate any of these rules of conduct, violate any law, or conduct themselves in a manner, which tends to discredit the profession.**
- Intervention
 - Officers shall not interfere with cases being investigated or handled by other officers of the Department or by any other governmental agency unless:

- Ordered to intervene by a superior officer, or
- **The intervening officer (other than a superior officer) believes, beyond any reasonable doubt, that a manifest injustice would result from failure to take immediate action.**

Officers shall not undertake any investigation or other official action not part of their regular duties without obtaining permission from their superior officer unless the exigencies of the situation require immediate police action.

(Recommendation #5)

GENERAL ORDER 200.13 RESPONSE TO RESISTANCE

- Policy: **The value of human life is immeasurable in our society.** Police Officers have been delegated tremendous responsibility for the protection of life and property and the apprehension of criminal offenders. The officer's responsibility for protecting life must include his own. **It is every officer's responsibility to weigh all other reasonable means of apprehension and control before resorting to the use of force.** When an officer determines that force is necessary, **he is authorized to use force only to the degree sufficient to overcome resistance or to protect himself, or another person.** North Carolina General Statute 15A-401 (d), entitled Use of Force in Arrest, defines the legal responsibilities of sworn officers in the State when using force.

(Recommendation #2)

- Reporting Requirements
 - **An officer is required to thoroughly document all response to resistance actions within the incident report and the Shift Supervisor shall complete the use of force module** within the records management system whenever the officer:
 - Applies force with or without the use of weapons; and/or
 - Takes any action that results, or is alleged to have resulted, in the injury or death of another person; and/or
 - Points a firearm at another person or occupied property and/or
 - Discharges his firearm for reasons other than training or recreational purposes.

These actions will be completed and submitted before the end of the officer's duty shift.

- Incident Review
 - **The reporting officer shall document all actions taken** in the narrative portion of the investigative report. All participating units shall supply a supplement to the report outlining their involvement and observations.
 - Prior to the end of the duty shift, the Supervisor shall be responsible for completing the use of force module of the records management system. This shall include the completion of page 1 and the subject tab. **An email shall also be sent notifying the involved employees' Division Commander and the Chief of Police of the incident.** This correspondence should only notify the command staff of the occurrence with applicable identifier information such as case number. Details about the matter can be gained from the incident report and use of force module.
 - **Within (7) seven days of the incident, the Shift Supervisor will complete a supervisory investigation of the incident.** This investigation shall be documented in the use of force record within RMS. All statements, photographs and other evidence shall be loaded into the digital record. **Once the investigation is complete and the record information is updated the Shift Supervisor shall notify the involved employees' Division Commander, via email, that the record is ready for their review.**
 - **The Division Commander in the involved officers' chain of command will review the incident and complete the Command Level Review portion of the records management system.** This shall be completed within (3) three days of receiving the notification from the Shift Supervisor that the investigation is complete. **After completing his review, the Division Commander will notify the Chief of Police that the investigation and review is complete.**
 - **The Chief of Police will review all Response to Resistance Reports and determine what, if any, further action is required.** The Chief of Police will then have the responsibility of closing the record within RMS.

(Recommendation #8)

- Limitations & Prohibitions In Use of Force
 - **Officers are authorized to discharge a firearm at another person in the performance of duty only when deadly force is justified. Officers will fire their weapons only to stop and prevent an assailant from completing a potentially deadly act.**
 - **Officers are prohibited from discharging firearms when it appears likely that an innocent person may be injured, except as an ultimate measure of self-defense or in the defense of another person when the suspect or violator is using deadly force.**
 - **Officers are prohibited from using the restraint hold commonly called the “choke hold,” or other similar compliance holds that choke or restrict a person’s ability to breathe or the flow of blood to the brain, except when the officer reasonably believes there is an imminent threat of serious physical injury or death to himself or a third person and that he has no other reasonable alternative for defending himself or a third person.**
 - Officers **shall not discharge a firearm at, or from, a moving vehicle** except as the ultimate measure of self-defense or defense of another person when the suspect or violator is using deadly force.

(Recommendations #1, #4, #6)

- Use of Force Continuum
 - When it appears reasonably necessary for an officer to use force, the following range of force options should be considered. The officer’s use of a particular force option shall be based on the totality of the circumstances and an objectively reasonable belief that the force to be applied is necessary and reasonable. The continuum below is intended to instruct officers on the varying levels of force from the least intrusive to the use of deadly force. It should not be inferred that the force options can only be used in a hierarchical fashion
 - Presence
 - Verbal Commands
 - Show of Force (Back-Up)
 - Physical Control techniques is the use of physical contact to include touching, assisting, grabbing, joint manipulations, kicking, or striking. Such contact

includes empty hand techniques and does not include the use of intermediate weapons, dependent upon the environment and/or circumstances.

- OC Spray, ECD (Taser)
- Departmentally issued impact weapon(s)
- Deadly Force

(Recommendations #7 & #3)

STATEMENT OF POLICING PHILOSOPHY

The Rolesville Police Department is committed to bias-free, professional policing as we carry out our duties with respect and dignity, while protecting the constitutional rights of all. As we have done for quite some time, we will persistently reassess our policies and procedures, as they relate to best practices, to ensure our community continues to receive the highest quality and professional policing services they deserve.

Internal Operations Highlights

- August 4, 2020: Attended Town Hall Meeting ; Introduction of New Officers
- August 5, 2020: Attended Department Head Meeting
- August 6, 2020: Attended Evidence Specialist Meeting
- August 7, 2020: Attended Feasibility Study Update Meeting
- August 10, 2020: Attended Command Staff Meeting
- August 11, 2020: Attended NC Main Virtual Meeting
- August 12, 2020: Attended Department Head Meeting
- August 13, 2020: Attended Jones Dairy Elementary School Pep Rally
- August 13-14, 2020: Conducted Bi-Monthly Coaching Sessions
- August 19, 2020: Attended Department Head Meeting
- August 20, 2020: Attended Interplat ECRS Kickoff Meeting
- August 24, 2020: Evidence Specialist Orla Board Interviews
- August 26, 2020: Attended Department Head Meeting
- August 27, 2020: Attended DEI Virtual Conference Meeting
- August 31, 2020: Attended Town Hall Preparedness Meeting

SERVICE * ETHICS * RESPECT * VALUE * EXCELLENCE



AUGUST 2020 ACTIVITY DEVELOPMENT REPORT

HIGHLIGHTS

- PR 20-03 Jones Dairy South Preliminary Plat
APPROVED 08.18.2020
- SUP 20-01 Carlton Pointe Greenway Trail
APPROVED 08.18.2020
- TA 20-01 Text Amendment RIII District
APPROVED 09.01.2020 with conditions
- CD 20-02 Chandlers Ridge Construction Plans
APPROVED 09.09.2020

For more information or assistance,
Please contact:
Shelly Raby, Development Specialist
Phone: 919-554-6517
shelly.raby@rolesville.nc.gov

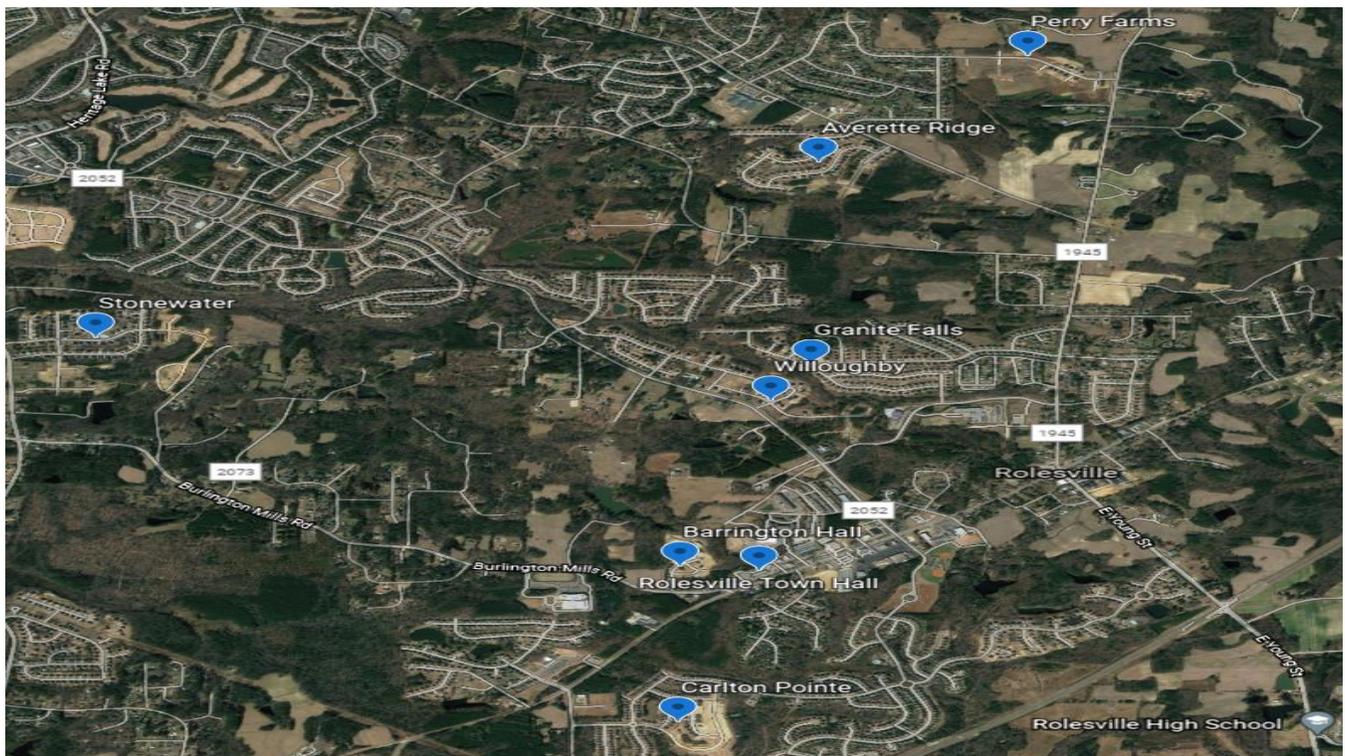
Developments

CURRENT RESIDENTIAL DEVELOPMENTS WITH PERMITS ISSUED SUMMARY OF ACTIVITY BY SUBDIVISION

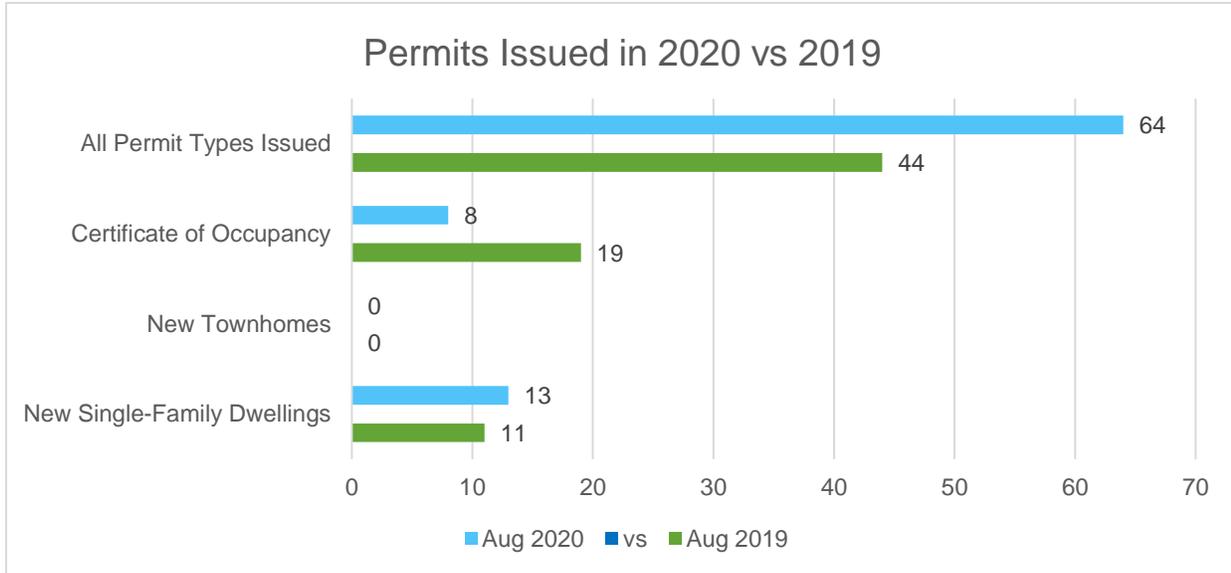
Subdivision	Total Buildable Lots	Total Permits Issued Per Development	Un-permitted Lots Remaining	Permits Issued in August	Permits Issued YTD
Averette Ridge	159	139	20	3	9
Barrington	33	32	1		6
Carlton Pointe	271	260	11	3	18
Granite Falls	101	61	40	2	16
Perry Farms	41	39	2	1	4
Stonewater	208	179	29	2	27
Willoughby	88	75	13	1	9
TOTAL	901	785	116	12	89

Barrington Townhomes	32	13	19	0	13
TOTAL	32	13	19	0	13

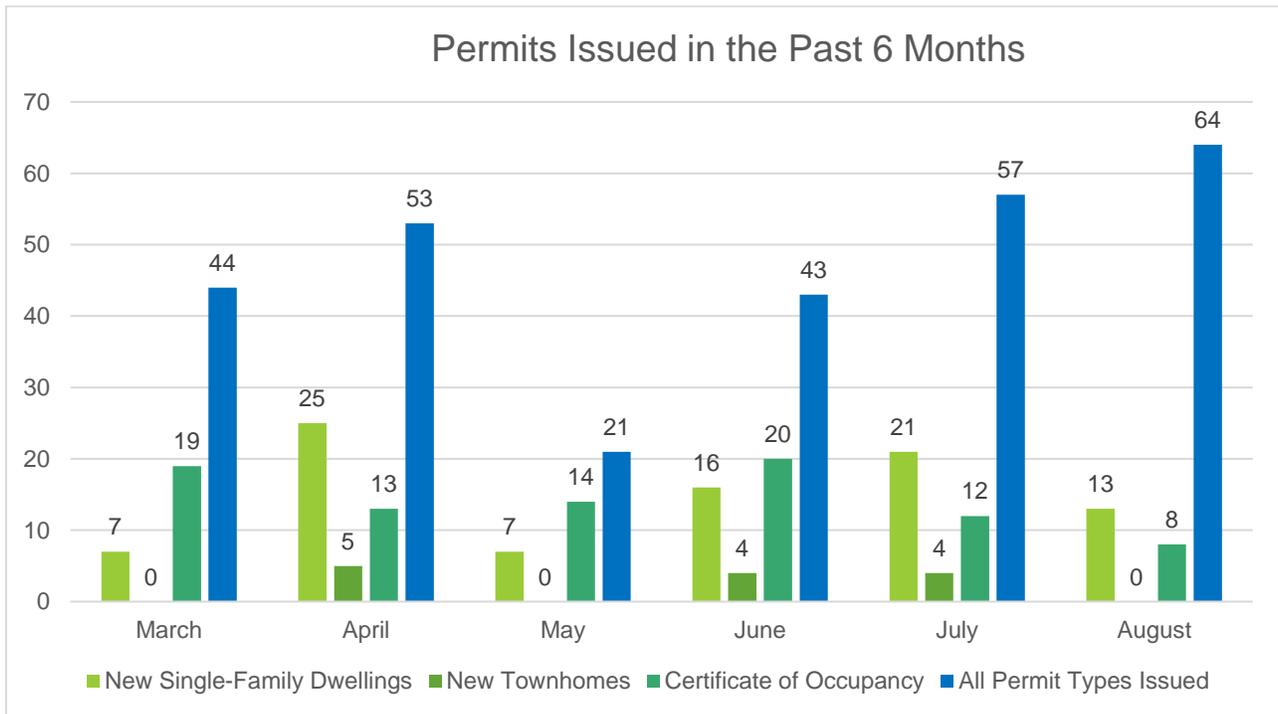
TOTAL Residential Permits Issued	933	798	135	12	102
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Permitting Activity



The Town of Rolesville has experienced an overall **increase** in permitting activity compared to this time last year.



Development Projects in Review

Detailed information regarding these projects can be found by clicking on the link provided <https://www.rolesvillenc.gov/planning/development-projects>

Commercial/ Other

Carlton Pointe Green Way Trail	Rolesville CrossFit	C4 Investments
101 and 115 Redford Place Drive	1200 Granite Falls Blvd.	515 S. Main St.
Carolina Legacy Volleyball	Rural Fire Dept. Addition	

Residential

A-Master Team Townhomes- 47 Proposed New Townhomes

Chandlers Ridge- 90 Proposed New Single- Family Homes

Elizabeth Springs- 89 Proposed New Single- Family Homes & 98 Proposed New Townhomes

Kalas Falls- 484 Proposed New Single- Family Homes & 108 Proposed New Townhomes

Preserve at Jones Dairy Road Central- 261 Proposed New Single- Family Homes & 173 Proposed New Townhomes

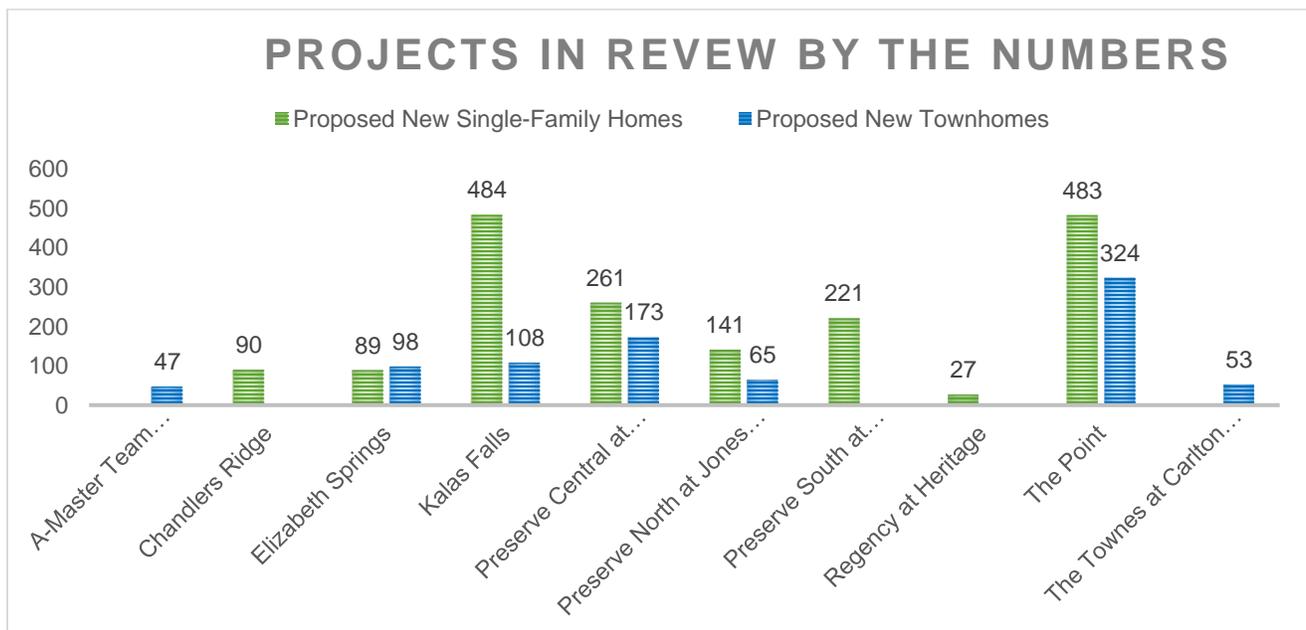
Preserve at Jones Dairy Road North- 141 Proposed New Single- Family Homes & 65 Proposed New Townhomes

Preserve at Jones Dairy Road South- 221 Proposed New Single- Family Homes

Regency at Heritage- 27 Proposed New Single- Family Homes

The Point- 483 Proposed New Single- Family Homes & 324 Proposed New Townhomes

The Townes at Carlton Pointe- 130 Proposed New Townhomes



Strategic Plan 2020-2022

Staff Progress Report

Vision

Genuine community thrives in Rolesville as we seek to build a place that is focused on walkability, with connections to parks, greenways, and gathering spaces.



Strategic Plan Update

After the Town Board adopted the Strategic Plan, Town management began preparing work plan priorities in order to bring about the Board's goals. This document provides details about the staff's advancement and implementation of the Town's Strategic Plan.

- The numbered items in blue text represent actions Town staff are taking to implement Town goals.
- Periodic updates to these actions are noted below in green text.
- The green progress bar to the right of each item indicates the percentage of work completed.



Community Connection

GOAL 1: PROVIDE A BROAD MIX OF ARTS, CULTURE, AND RECREATION OPPORTUNITIES WITH CROSS-GENERATIONAL APPEAL

1.1 Assess the role of the Parks and Recreation Advisory Board regarding arts and culture. Determine if members have an interest in expanding into arts and culture.

- Started conversation with PARAB on July 22
- PARAB members are open to expanding their role

Assigned to: Parks & Recreation

1.2 Review current programming to evaluate the age ranges of participants. Determine which adjustments can be implemented with existing facilities and staff.

- Work anticipated to begin winter 2020

Assigned to: Parks & Recreation

1.3 Monitor, track, and report the status of the Parks and Recreation Comprehensive Master Plan recommendations.

- Department has assigned tasks to staff for follow-up

Assigned to: Parks & Recreation

1.4 Review existing Town events and develop an updated event schedule for 2021.

- Evaluating future events in the based on mass gatherings and COVID-19

Assigned to: Parks & Recreation



Community Connection

GOAL 2: CONSIDER OPPORTUNITIES FOR SHARED SERVICES AND BEST PRACTICES WITH NEIGHBORING COMMUNITIES

2.1 Complete the Joint Transit Study and determine implementation strategies with the Town of Wake Forest and Wake County.

- Sought public input on service options in June
- Transit study with Town of Wake Forest near completion



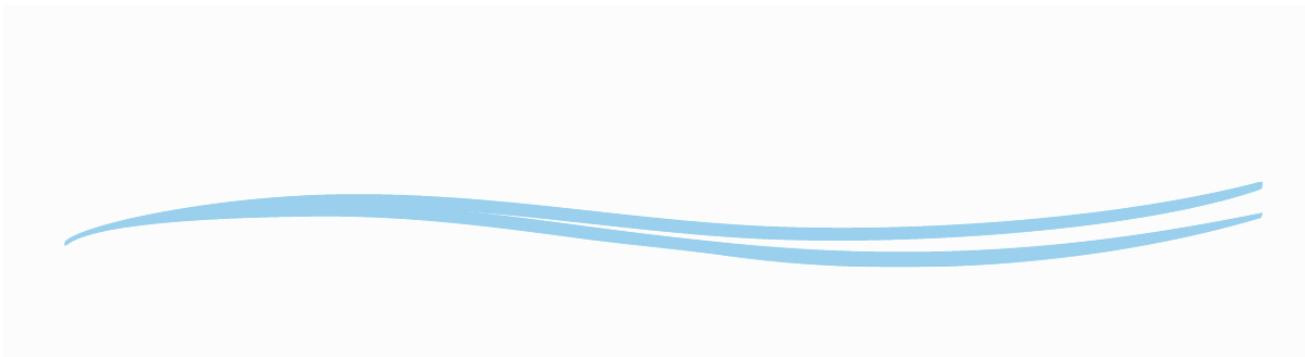
Assigned to: Community & Economic Development

2.2 Install greenway signage that is consistent with neighboring communities to ensure uniform messaging and clear direction.

- Design concept approved by Town Board
- Staff preparing specifications to share with developers



Assigned to: Parks & Recreation





Community Connection

GOAL 3: BUILD COALITIONS WITH STATE, COUNTY, AND COMMUNITY PARTNERS TO ADDRESS REGIONAL ISSUES

3.1 Build a legislative agenda and hold at least one meeting with state legislators.

- Develop an approved Town Board session with local legislative delegation
- To be held by Jan 2021
- Identify agenda of Board priorities

Assigned to: Management

3.2 Work with neighboring communities, Wake County, and State agencies to develop mutual positions on regional issues such as watershed, transportation, and broadband.

- Expansion of Ting investment into Rolesville
- Provided feedback for Wake County comprehensive plan
- CAMPO northeast transportation study

Assigned to: Management

3.3 Work with Wake County on an expansion of the Town's extra-territorial zoning jurisdiction (ETJ).

- Plan Wake currently in progress to redefine ETJ expansion process
- Expected to start winter 2020

Assigned to: Planning

3.4 Hold an annual meeting with the board of the Chamber of Commerce. Continue open dialogue and explore joint activities to support Rolesville businesses.

- Joint meeting of Town Board and Chamber Board held July 16, 2020
- Chamber funding request and MOU for FY20-21 approved

Assigned to: Community & Economic Development



Community Connection

GOAL 4: CREATE OPPORTUNITIES TO RECOGNIZE THE TOWN'S HISTORY AND DIVERSITY

4.1 Inventory historic assets in Rolesville, understand the role of regional agencies and non-profits, and explore the formation of a local commission.

- Engaged Wake County Historic Preservation Commission staff to identify historic homes
- Made attempts regarding Historic Landmark designation on two homes



Assigned to: Community & Economic Development

4.2 Incorporate the local agricultural history into the development of The Farm project.

- The Farm site master plan was approved with these elements



Assigned to: Parks & Recreation

4.3 Ensure the UDO update recognizes Rolesville's older neighborhoods and how they should be incorporated into future development.

- Work with contractor on UDO update began February 2020
- Work session held Aug 25
- Next work session scheduled for Sept 22



Assigned to: Planning





Planned Investment

GOAL 5: INCREASE EFFORTS TO IMPROVE THE TOWN'S APPEARANCE

5.1 Develop a frequent litter sweep program through the use of volunteers and staff.

- Online registration available for volunteers
- Litter sweeps on hold due to COVID-19



Assigned to: Parks & Recreation

5.2 Make code enforcement a priority through UDO regulations and the allocation of Town fiscal resources.

- Include discussion of code enforcement options in organizational assessment
- Develop a plan for implementation of those recommendations



Assigned to: Management

5.3 Begin to establish visual gateways to the Town and create a sense of arrival by developing and implementing gateway standards.

- Propose modifications to existing features on US 401 and Business 401
- FY20-21 funds exist for improvements to at least one site
- One site to be modified by end of FY20-21



Assigned to: Management





Planned Investment

GOAL 6: EXPAND OPEN SPACE AND RECREATIONAL FACILITIES

6.1 Finalize The Farm Master Plan phases and determine the funding strategies for Phase 1.

- Site master plan approved
- Contractor working on 30% construction drawings



Assigned to: Parks & Recreation

6.2 Pursue additional parcels of land for a Public Works facility and future park sites.

- Feasibility study on potential Public Works site almost complete
- Staff evaluating potential sites for future parks



Assigned to: Parks & Recreation

6.3 Identify and develop the best options to open a community and recreation center, including private partnerships.

- Ongoing discussions of opportunity with Cobblestone development—development agreement includes construction of community and recreation centers



Assigned to: Parks & Recreation

6.4 Complete the Open Space and Greenway Master Plan and the Mill Bridge Nature Park Master Plan. Explore the acquisition of additional land for Mill Bridge Nature Park.

- RFP for Open Space & Greenway master plan to be issued in September 2020
- RFP for MBNP site plan to be issued fall 2020



Assigned to: Parks & Recreation



Planned Investment

GOAL 7: GROW PUBLIC SAFETY TO ADDRESS FUTURE NEEDS

7.1 Work with the Rolesville Rural Fire Department to determine a five-year plan for new fire stations and how to possibly transition from a district to a municipal fire department.

- Financial forecast tool for future stations complete
- Recommendation on consultant to study potential merger will be presented Sept 15



Assigned to: Management

7.2 Develop a five-year plan for police services, including facility, equipment, and personnel needs. Identify the resources needed to implement the plan.

- In-house five-year plan in development
- Existing fleet and equipment plans being implemented
- RFP issued for Police building expansion



Assigned to: Police

7.3 Create opportunities for citizen involvement in public safety through service programming and continue to foster established community outreach initiatives.

- Police Explorer program deferred due to COVID-19
- Research underway on possible programs



Assigned to: Police





Planned Investment

GOAL 8: DEVELOP A PLAN TO BUILD AND MAINTAIN COMMUNITY INFRASTRUCTURE

8.1 Develop a system to track implementation of the CIP.

- Comprehensive CIP included in annual budget
- Approved CIP projects updated in monthly financial report

Assigned to: Management

8.2 Prioritize the full buildout of Granite Falls Boulevard by 2023.

- Amended development agreement being drafted for Town Board approval

Assigned to: Finance

8.3 Identify potential locations for future Town facilities and assess options for property acquisition. Re-assess facility space needs.

- Consultant selected and work has begun
- Current focus is on identifying possible sites

Assigned to: Management

8.4 Establish minimum development standards for streets, sidewalks, and greenways.

- Work to begin in winter 2020

Assigned to: Public Works



Mindful Growth

GOAL 9: IMPLEMENT THE MAIN STREET VISION PLAN

9.1 Complete the two federal LAPP grant projects on time and within budget.

- Design work underway
- Considering options for intersection of Young & Main
- Identifying right-of-way requirements
- Finalize 100% design work by May 2021, including stakeholder commitments

Assigned to: Management



9.2 Prioritize the Town Center and Catalyst Site projects during the development process and support the projects appropriately.

- Discussions continue on mixed-use project at Main St and Young St (Cobblestone)
- Ongoing discussions for mixed-use project at Main St and Burlington Mills Rd (Wallbrook)

Assigned to: Management



9.3 Create a Rolesville Main Street stakeholders group to support the development of Main Street.

- Virtual meeting of core stakeholders held April 2
- Updates provided on MSVP grant and future development projects

Assigned to: Community & Economic Development





Mindful Growth

GOAL 10: CREATE A DIVERSE MIX OF COMMERCIAL, INDUSTRIAL, AND RESIDENTIAL DEVELOPMENT

10.1 Based upon the Community Transportation Plan, develop designations and strategies to create the next area of commercial and industrial development adjacent to the 401 Bypass.

- Existing conditions report complete
- Draft recommendations under study



Assigned to: Planning

10.2 Develop a financial incentive program to entice commercial businesses to locate and stay in Rolesville.

- Research of neighboring communities underway
- Seeking to leverage lessons from Cobblestone process



Assigned to: Community & Economic Development

10.3 Monitor, track, and report the status of the Economic Development Strategic Plan recommendations. Renew and refresh the plan, depending upon implementation status.

- Review of original recommendations underway
- Beginning process to identify success benchmarks



Assigned to: Community & Economic Development

10.4 Develop a regular report to the Town Board regarding economic and community development activities .

- First expanded report provided to Town Board July 7
- Bi-monthly reports will occur going forward



Assigned to: Community & Economic Development



Mindful Growth

GOAL 11: FOSTER A BUSINESS COMMUNITY THAT SUPPORTS ENTREPRENEURSHIP, INNOVATION, AND SMALL BUSINESS DEVELOPMENT

11.1 Explore the implementation of programs and grants to assist business development such as façade grants and revolving loan programs.

- Researched COVID-19 small business relief programs
- Publicized existing COVID-19 relief programs to local businesses



Assigned to: Community & Economic Development

11.2 Develop a written plan for a Business Retention and Expansion (BRE) program.

- Exploring how to conduct BRE visits during COVID-19



Assigned to: Community & Economic Development

11.3 Support and share information about existing resources and programs such as Launch Rolesville and the Wake Tech Small Business Center.

- Regular communication occurring between CEDM and Chamber Director
- Shared efforts regarding COVID-19 resources for business



Assigned to: Community & Economic Development





Mindful Growth

GOAL 12: DEVELOP A UNIFIED AND COORDINATED VISION FOR LAND USE THAT EMPHASIZES DIVERSE HOUSING OPTIONS AND BEAUTIFICATION

12.2 Ensure the UDO update encourages the creation of diverse housing options and creates architectural standards that will create a community of unique character.

- Discussion underway for mixed-use zoning district for Town Center
- Working on broader form-based/mixed-use option for final UDO



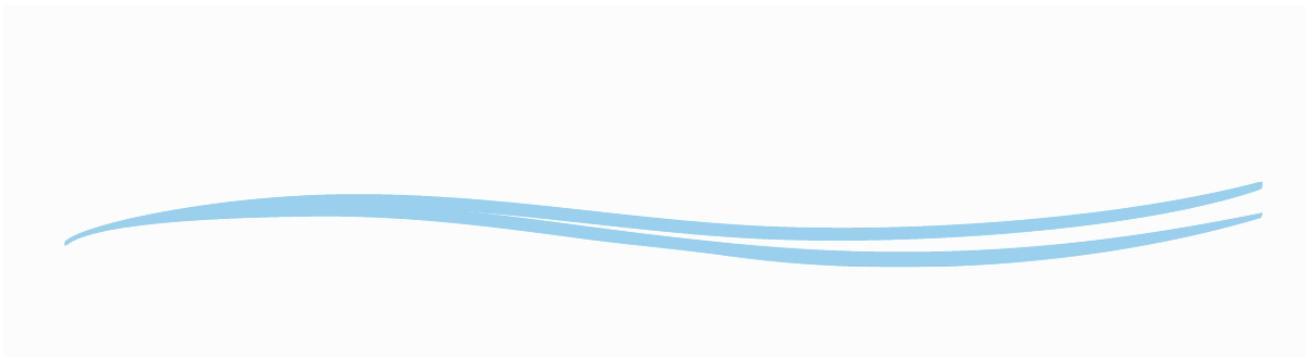
Assigned to: Planning

12.3 Monitor, track, and report the status of the Comprehensive Land Use Plan recommendations.

- Status report is being prepared with expected update in November 2020



Assigned to: Planning





Organizational Excellence

GOAL 13: MAINTAIN AND INCREASE THE TOWN'S FINANCIAL STRENGTH

13.1 Determine a long-term funding strategy for major capital projects.

- Financial advisor updated debt affordability Nov 2019
- Facility study underway to ID sites for future facilities
- The Farm 30% construction plans now ongoing



Assigned to: Management

13.2 Implement financial software to automate manual processes and position the Town to meet future needs.

- Vendor selected through RFP process, with input from user depts
- Implementation in early stages
- Expected deployment in early 2021



Assigned to: Finance

13.3 Complete a comprehensive user fee study with recommendations for modifications and enhancements to the current schedule of fees and charges.

- Research into other NC communities complete
- Recommendations expected in fall of 2020



Assigned to: Finance





Organizational Excellence

GOAL 14: ADDRESS ORGANIZATIONAL STAFFING NEEDS

14.1 Evaluate staff levels as benchmarked to peer communities. Outline a three to five-year hiring plan.

- Raftelis selected as consultant for an organizational assessment
- Completed study expected by the end of 2020



Assigned to: Management

14.2 Seek alternative methods of job recruitment, including online opportunities, job fairs, and other directed recruitment.

- Online recruitment used for some hard-to-fill positions
- In-person activities deferred due to COVID-19
- Participating in Triangle J COG LEO campaign



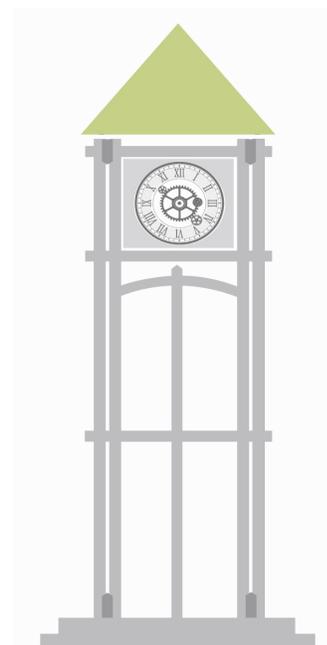
Assigned to: Management

14.3 Research the feasibility of bringing in resources from local organizations or using expanded internship programs.

- Will explore options as COVID-19 situation becomes more clear



Assigned to: Management





Organizational Excellence

GOAL 15: PRIORITIZE PROACTIVE COMMUNICATION WITH THE COMMUNITY

15.1 Hire staff to take primary responsibility for Town communications and citizen engagement. Ensure Town communications are consistent with the communications plan.

- Duties to be assigned to Assistant to Town Manager
- Anticipate January 2021 start date



Assigned to: Management

15.2 Develop a customer service survey for 2021.

- Funding included in FY20-21 budget
- Anticipate beginning process in January 2021



Assigned to: Management

15.3 Centralize and enhance customer service at Town facilities for walk-in and telephone requests.

- Safety and customer service renovations complete at Town Hall and Police Dept lobbies
- Customer service position hiring pending assessment of COVID-19 impact



Assigned to: Management





Organizational Excellence

GOAL 16: RECRUIT AND RETAIN OUTSTANDING PERSONNEL BY CREATING AN INNOVATIVE CULTURE THAT VALUES PROFESSIONAL DEVELOPMENT

16.1 Support the organizational mission and values by consistently communicating them to employees.

- Employees provided copy of Strategic Plan
- Core values reviewed during bi-monthly performance coaching
- Created report to update plan progress
- Exploring ideas to add at onboarding new hires



Assigned to: Finance

16.2 Develop and fund a Town-wide training plan. Implement and track progress from the plan.

- Town-wide plan is nearly complete
- Funding was included in FY20-21 budget



Assigned to: Management

16.3 Develop and implement an onboarding program that includes an introduction to the organization and the community.

- Plans underway to develop a short video for new temporary staff
- Using lessons from the first video, staff will prepare a video for new permanent staff members



Assigned to: Finance





Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: September 9, 2020
Re: Barrington / Granite Falls Boulevard Update

Background

In March 2017, the Town approved a development agreement for the Barrington subdivision and Southtown Professional Center. In this agreement, the Town accepted a \$250,000 fee-in-lieu and waived the developer's requirement to construct Granite Falls Boulevard through the subdivision. The Town further agreed to accept a donation of a 6.48 acre tract (4950 Burlington Mills Road) as satisfactory payment for the \$250,000 fee-in-lieu. Therefore, the Town became the owner of the tract of land and took on the obligation to construct Granite Falls Boulevard through the Barrington subdivision.

The Town was later approached by the subsequent owner of the Barrington project, Capital Companies Group LLC, who was interested in obtaining the 6.48 acre tract of land and was willing to construct Granite Falls Boulevard. In September 2019, the Town approved both a land exchange and an amendment to the original development agreement. This action approved the transfer of the 6.48 acre tract to Capital Companies in exchange for the completion of Granite Falls Boulevard from the existing terminus at Thales Academy through the Barrington subdivision.

The development agreement amendment set out a timetable for the construction of the road and provided protections for the Town should the developer not perform as described. The amendment required the road to be complete no later than one year from the date the amendment was approved.

Update

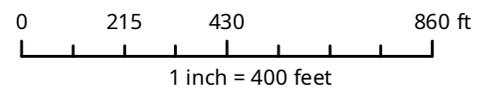
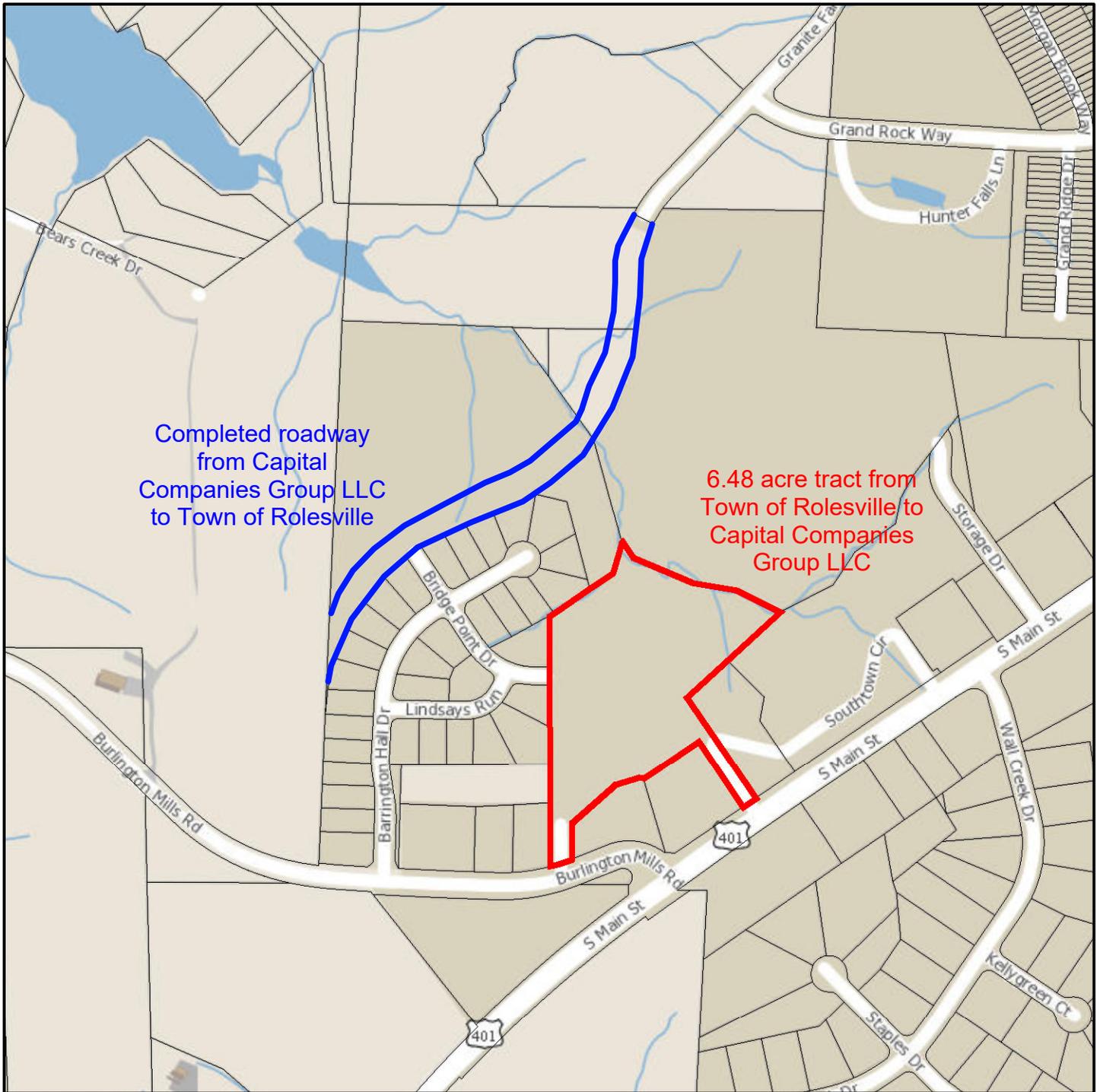
That amendment was approved on September 3, 2019 and therefore the one year construction deadline occurred earlier this month. The closing on the exchange of land has not occurred, and the Town retains ownership of the 6.48 acre tract. Based upon conversations with the developer's engineer, the roadway design and the permit applications are almost complete. No construction work has occurred on the site.

A proposed second amendment to the development agreement has been submitted to Capital Companies. This proposal sets a new deadline for the completion of the road. Staff are preparing to bring this item to the Town Board at a meeting in the near future. This second amendment to the development agreement will require a public hearing.

Options

- Continue to proceed with a second amendment to the development agreement, and schedule a public hearing at a regular meeting in the near future.
- Retain the 6.48 acre tract and the Town will take responsibility for construction of the roadway.

No action is required at this time.



Disclaimer

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

- September 22, 2020 Town Board Work Session – 6:00 pm
- Golf Carts
 - Reimbursement Ordinance Introduction // Kalas Falls
 - Downtown Mixed-Use Text Amendment
 - Review of Town Board Priorities for UDO
- October 6, 2020 Town Board Regular Meeting – 7:00 pm
- Public Comment
 - Advisory Boards Liaison Reports
 - Consent: Approval of Minutes from September 1st, 15th and 22nd Town Board Meetings.
 - Public Hearing: ANX20-04 Mitchell Mill Road Investors, LLC (Kalas Falls) Voluntary Annexation. (Cont'd from 9/1).
 - Public Hearing: Case: PR 20-01: The Point, Phases 1 through 10, Preliminary Subdivision Plat. (Admin Approval).
 - Public Hearing: Case PR 20-05 Kalas Falls, Preliminary Subdivision Plat. (Admin Approval)
 - Reimbursement Ordinance Adoption
 - Reimbursement Agreement Between Town and Kalas Falls
 - Executive Session – Land Negotiations N.C.G.S. 143-318.11(a)(5) and N.C.G.S. 143-318.11(a)(6) Personnel
- 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.
- October 27, 2020 Town Board Work Session – 7:00 pm (Possibly Virtual)
- NCDOT Property Update
 - Main Street Grant Update
 - Transit Study w/Wake Forest
- November 3, 2020 Town Board Regular Meeting – 7:00 pm
- Public Comment
 - Advisory Boards Liaison Reports
 - Consent: Approval of Minutes from October 6th, 20th and 27th Town Board Meetings
 - Downtown Mixed-Use Text Amendment Adoption.
- November 17, 2020 Town Board Meeting – 7:00 pm
- December 1, 2020 Town Board Meeting – 7:00 pm (Tree Lighting prior to meeting?)
- Public Comment
 - Advisory Boards Liaison Reports
 - Consent:

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).
- Planning Board Candidate Appointment – TBD following interviews