



Board of Commissioners
Regular Meeting
May 6, 2024 – 6:30 PM
502 Southtown Circle, Rolesville, NC 27571

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation led by Pastor Josh Stewart of Neuse Baptist Church
4. Proclamation:
 - 4.a. Recognition of Rams Football Coach & Players
 - 4.b. Recognition of Police Week
 - 4.c. Recognition of Public Works Week
 - 4.d. Recognition of Clerk Week
 - 4.e. Recognition of Small Businesses
 - 4.f. Recognition of Rams Ladies Basketball Players
5. Consider Approval of the Agenda
6. Public Invited to be Heard
7. Consider Approval of the Consent Agenda
 - 7a. Meeting Minutes March 18, 2025, and April 1, 2025
 - 7.b. Fire Services Agreement with Wake County – Amy Stevens, Finance Director
 - 7.c. ANX-25-01 Voluntary Annexation Petition 6520 Fowler Rd / 6521 Mitchell Mill Rd – Direct Clerk to Investigate Sufficiency - Resolution
 - 7.d. Three Party Right of Way Encroachment Agreement – Fifth Third Bank 841 S. Main Street
 - 7.e. Resolution regarding the Temporary Road Closing (Perry Street)
 - 7.f. Resolution Authorizing Participation in the NC Health Insurance Pool
 - 7.g. Resolution of Service Weapon to Sergeant Saunders
 - 7.h. FY24-25 Budget Ordinance Amendment
8. Town Board Liaison Reports
9. Communication from Town Staff
 - 9.a. Public Works – Isaac Poelman. PW Director
 - 9.b. Parks & Recreation – June Green, PR Director
 - 9.c. Pay Study – AutoSolve – Jeff Turner, Presenter

10. Old Business

11. New Business

11.a. Consideration of Town Code Amendments: Code Enforcement & Penalties – Dave Neill,
Town Attorney

11.b. Consideration of Resolution on Opposing Legislative Preemptive of Local Government
Planning and Zoning – Ronnie Currin, Mayor

12. Communications

Town Attorney

Town Manager

13. Closed Session Pursuant to N.C.G.S. 143-318.11 (a)(6) Personnel

14. Adjourn

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



Proclamation of the Town of Rolesville Celebrating the 2024 Rolesville Rams A Season of Excellence and Determination



WHEREAS the Rolesville High School Boys Varsity Football Team finished its season with a 14-2 record, and
WHEREAS the team finished 1st to win the NAC6 conference championship, and
WHEREAS the team made it to the state championship, and
WHEREAS the following players made all-conference accolades:

- | | |
|--------------------------|---------------------|
| 1. Braden Atkinson | 12. Marquis Bryant |
| 2. Devon Thomas | 13. P.J. Hartsfield |
| 3. Riley Daniels | 14. Gavin Marks, |
| 4. Zavion Griffon-Haynes | 15. Logan Pulley |
| 5. Cam Harrison | 16. Jack Lamotta |
| 6. Xavier Lewis, | 17. Ian Hemilrigh |
| 7. Jayden Fry | 18. Amir Brown |
| 8. Avery Fleet | 19. Davis Brown |
| 9. Jovon Wright | 20. Jaedon Alford |
| 10. Cannon Marshall | 21. Gavin Waddell |
| 11. Marion Turner | 22. A.J. Roberts |

AND WHEREAS Braden Atkinson won Conference Player of the Year, and
WHEREAS Devon Thomas won Conference Offensive Player of the Year, and
WHEREAS Riley Daniels won Conference Special Teams Player of the Year, and
WHEREAS Coach Ranier Rackley won Coach of the Year, and
WHEREAS the offense had 6260 total yards and scored 93 touchdowns, and
WHEREAS the defense had ten interceptions, and
WHEREAS the team played four games with zero points scored against it, and
WHEREAS the team averaged forty-seven points scored, and
WHEREAS the team finished the season as 4A State Runner-Up of North Carolina.

NOW, THEREFORE, I, Ronnie Currin, Mayor of Rolesville, with the Board of Commissioners, do recognize the Rolesville High School Boys Varsity Football Team for its outstanding 2024 season and call upon the citizens of Rolesville to join the town in recognizing the team's accomplishments and further support all of the teams that comprise the student athletics at Rolesville High School in the year 2025.

In witness whereof, I set my hand and cause the seal of the Town of Rolesville to be affixed this 6th day of May 2025.

ATTEST:

Ronnie I. Currin, Mayor

Christina Ynclan, Town Clerk



Proclamation of the Town of Rolesville

POLICE WEEK

WHEREAS, Police Officers of the Rolesville Police Department stand watch over our citizens, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and

WHEREAS, it is important that all citizens recognize the duties, responsibilities, hazards, and sacrifices of local law enforcement agencies; and

WHEREAS, Thursday, May 15, 2025, is observed Nationally as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty; and

WHEREAS, the Rolesville Police Department, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

NOW, THEREFORE, I, Ronnie Currin, as Mayor of the Town of Rolesville do hereby declare May 11-17, 2025, as:

POLICE WEEK

in the Town of Rolesville, North Carolina, and hereby publicly salute the service of law enforcement officers in our community.

IN WITNESS WHEREOF, I have set my signature and the seal of the Town of Rolesville, this 6th day of May 2025.

Ronnie Currin, Mayor

Attest:

Town Clerk, Christina Ynclan

(Seal)



Proclamation of the Town of Rolesville

National Public Works Week Proclamation May 18-24, 2025

“People, Purpose, Presence”

WHEREAS, public works professionals serve in their communities every day meeting the needs of people is what gives public works its sense of purpose. Focusing on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of North Carolina; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in North Carolina to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Ronnie Currin, Mayor of Rolesville, North Carolina, do hereby designate the week May 18-24, 2025 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have set my signature and the seal of the Town of Rolesville, North Carolina on this 6th day of May 2025.

Ronnie I. Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk



Proclamation of the Town of Rolesville
56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 4 - 10, 2025

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Ronnie Currin, Mayor of the Town of Rolesville, North Carolina, do recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Proclaimed this 6th day of May 2025.

Ronnie I. Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk



Proclamation of the Town of Rolesville

Recognizing National Small Business Week 2025

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country's 33 million small businesses create nearly two out of three net new jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, Rolesville supports and joins in this national and regional effort, along with Wake County and other communities in the Triangle Region, to help small businesses do what they do best - grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW THEREFORE, I, Ron Currin, Mayor of the Town of Rolesville do hereby proclaim **May 4-10, 2025** as Small Business Week and encourage our citizens to Shop Small and support their local small businesses here in Rolesville.

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Rolesville to be affixed this 6th Day of May, 2025.

Ronnie I. Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk



Proclamation of the Town of Rolesville



WHEREAS the 2024-2025 Rolesville Women's Basketball Team finished 2nd place in the NAC6 Conference

WHEREAS Rolesville Women's Basketball Team participated in the following Tournaments: SER Holiday Thanksgiving Tournament, She Got Game in DC, She Got Game in ATL, John Wall Holiday Showcase, and Strictly 4 The Ladies Showcase.

WHEREAS This season showcased the team's resilience, talent, and commitment to excellence, setting a high standard for future Rams teams.:

Players:

Kayla Bush
Cadyn Edwards
Sa'niya Hamilton
Aminata Jatta
Caitlyn Jones
Camryn Lee
Gabby Matthews
Jahriell Murchison
Tochukwu Nnani
Taliya Rowe
Nyomi Taybron
Meadow Thomas

Coaches:

Nikita Warren
Aysia Robinson
Michael Jones
Cecilia Edwards
Ronesha Eady

Managers:

Trey Carless
Jaiden Harris
Jordan Thompson

AND WHEREAS Caitlyn Jones was named District 5 1st Team and Player of Year & 1st Team All State, Raleigh Sports Club Honoree

WHEREAS Jahriell Murchison was named NAC6 Co Defensive Player of the Year, recorded her 1000th point, named 1st team all-conference **WHEREAS** Riley Daniels won Conference Special Teams Player of the Year, and

WHEREAS Gabby Matthews was named 1st Team All-Conference and recorded her 1000th point

WHEREAS Camryn Lee as named Honorable Mention for the NAC6

WHEREAS finished in the 4th Round of the NCHSSA Playoffs; Overall Record of 19-11

NOW, THEREFORE, I, Ronnie Currin, Mayor of the Town of Rolesville, together with the Town of Rolesville Board of Commissioners, do recognize the 2024-2025 Rolesville Women's Basketball Team for its outstanding 2025 season and call upon the citizens of Rolesville to join the town in recognizing the team's accomplishments and further support all of the teams that comprise the student athletics at Rolesville High School in the year 2025.

In witness whereof, I set my hand and cause the seal of the Town of Rolesville to be affixed this 4th day of February 2025.

ATTEST:

Ronnie I. Currin, Mayor

Christina Ynclan, Town Clerk



**Board of Commissioners
Work Session Meeting**
March 18, 2025 – 6:30 PM
502 Southtown Circle, Rolesville, NC
27571

Meeting Minutes

Present: Mayor Ronnie Currin	Mayor Pro Tem April Sneed
Commissioner Dan Alston	Commissioner Lenwood Long
Commissioner Michael Paul	Commissioner Paul Vilga
Town Manager Eric Marsh	Town Clerk Christina Ynclan
Town Attorney Dave Neill	Finance Director Amy Stevens
Economic Director Mical McFarland	Planning Director Meredith Gruber

1. [Call to Order](#)

Mayor Ronnie Currin called the Rolesville Board of Commissioners work session to order on March 18, 2025. He welcomed everyone and announced they would jump into the agenda.

2. [Consideration of Agenda](#)

Motioned by Commissioner Vilga to approve the consideration of the agenda as presented, seconded by Mayor Pro Tem Sneed and carried by a unanimous vote.

3. [Update on 5-Year Capital Improvement Plan Model – Amy Stevens, Finance Director & Eric Marsh, Town Manager](#)

Amy Stevens, Finance Director, presented an update on the 5-year CIP financial model. She explained that while it's called a 5-year model, it looks at 30 years of revenues and expenditures.

Stevens noted that the model is updated annually to ensure assumptions remain accurate. She presented the 2024 financial model and explained some adjustments made to project timelines.

Stevens gave a detailed summary of the components that go into the model:

- Debt obligations
- Property tax base
- Available revenues
- Desired projects to fund

She explained changes to the property tax base projections, noting they've taken a more conservative approach due to economic uncertainty. The new projections show 8% growth for 4 years, then 6% for 2 years, before dropping to 3% long-term.

Mayor Currin noted the importance of planning for decreased growth, as some Wake County communities are facing challenges from not doing so.

Town Manager Eric Marsh added that some communities have over-hired in anticipation of growth and are now having to compress and consolidate. He also mentioned that some neighboring counties are reporting 9-12% decreases in sales tax revenues.

Stevens then discussed available revenue sources, including:

- Capital savings fund
- Excess general fund balance
- Park and street impact fees
- Fire department net assets (new addition)
- Wake County cost share for fire station (reduced from previous estimates)

Regarding the fire station, Stevens presented 7 different scenarios for building sizes and costs. She explained that the current design is for a 24,000-25,000 square foot building at a cost of \$18.3 million, which would result in a \$5.4 million shortfall in the town's ability to make debt payments.

The board discussed various options, including:

- Aiming for a 20,000 square foot building (Scenario 4) at around \$15 million
- Exploring legislative approval to use water impact fees for fire department purposes
- Considering implementation of fire impact fees for new developments

Town Manager Marsh cautioned the Board about relying on potential legislative changes, noting past attempts to implement fire fees have faced opposition.

The board generally agreed to aim for Scenario 4 (20,000 square foot building) and directed staff to continue exploring funding options and gather more data from the fire department.

[4. Update on Affordable Housing Project - Mical McFarland, Economic Development Director](#)

Mical McFarland, Economic Director presented an update on the potential affordable housing project on town-owned property. He explained that the town had received 7 proposals in response to an RFP, and a review committee recommended working with Habitat for Humanity as the first choice, with True Homes as a close second.

McFarland sought guidance from the board on whether to pursue communications with Habitat for Humanity or take a different direction.

Board members discussed various aspects of the proposals:

- Commissioner Dan Alston asked about flexibility in the number of units and AMI levels.
- Commissioner Michael Paul expressed support for the Hurt Foundation proposal, which focused on senior housing.
- Commissioner Paul Vilga voiced preference for the cottage-style homes proposed by Habitat.

The board generally agreed to direct staff to begin conversations with Habitat for Humanity, while also exploring options to increase density and potentially include some units at 50-60% Area Median income (AMI).

Mayor Currin noted that none of the proposals had done extensive surveying of the site, particularly regarding rock, which could impact feasibility and costs.

5. [Intro of New Rezoning Cases – Meredith Gruber, Planning Director](#)

REZ-24-04: 6520 Fowler Road and 6521 Mitchell Mill Road

Meredith Gruber, Planning Director presented a new rezoning case for approximately 45.5 acres. The applicant, Hopper Communities, is requesting a change from Residential 30 to Rolesville Residential High for 100 single-family detached units at a density of 2.2 units per acre.

Gruber noted that staff had asked the applicant to explain why they were requesting Residential High zoning for single-family detached homes, as it allows for smaller lot sizes (7,500 sq ft) by right.

The board briefly discussed the proposal, with Mayor Currin asking about greenway connection requirements.

REZ-24-05: Wait Avenue (SW corner of Averett Road and Highway 98)

Meredith Gruber, Planning Director presented a second rezoning case for over 100 acres. The applicant proposes a mix of 300 single-family units and commercial development, including a grocery store and self-storage facility.

The board discussed several aspects of the proposal:

- The need for a text amendment or different zoning districts to allow self-storage
- Concerns about traffic impacts and road alignment
- The importance of ensuring commercial development occurs alongside residential

Dave Neill, Town Attorney noted that the applicant is working with DOT to

coordinate the required road improvements at the intersection.

The board generally agreed that self-storage could be appropriate for the location but preferred it be zoned industrial rather than included in the neighborhood center district.

6. [Communications](#)

Eric Marsh, the Town Manager provided updates on efforts to support local businesses affected by the Main Street project and progress on the Main Street construction itself.

7. [Adjourn](#)

There being no further business before the Board, Mayor Currin adjourned the meeting without any opposition at 8:23 pm.

Ronnie I. Currin, Mayor

Attest

Christina Ynclan, Town Clerk



Board of Commissioners
Regular Meeting
April 1, 2025 – 6:30 PM
502 Southtown Circle, Rolesville, NC
27571

Meeting Minutes

Present: Mayor Ronnie Currin	Mayor Pro Tem April Sneed
Commissioner Dan Alston	Commissioner Lenwood Long (remote)
Commissioner Michael Paul	Commissioner Paul Vilga
Town Manager Eric Marsh	Town Clerk Christina Ynclan
Town Attorney Dave Neill	Finance Director Amy Stevens
Economic Director Mical McFarland	Planning Director Meredith Gruber

1. Call to Order

Mayor Ronnie Currin called the Rolesville Board of Commissioners work session to order on April 1, 2025. He welcomed everyone and announced that Commissioner Long was attending remotely due to illness.

2. Invocation led by Pastor Tyler Williams of The Village Church Rolesville

Pastor Tyler Williams led the invocation, giving thanks for God's love and provision and praying for wisdom and compassion for town leaders.

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Proclamations

National Prayer Day in May

Mayor Currin read a proclamation declaring May 1, 2025, as National Day of Prayer in Rolesville. The proclamation highlighted the importance of prayer in American history and called on citizens to give thanks and pray for continued blessings on the town and country.

Arbor Day

Commissioner Paul Vilga read a proclamation declaring April 5, 2025, as Arbor Day in Rolesville. The proclamation recognized the importance of trees and Rolesville's status as a Tree City USA for 9 years. It urged citizens to support tree protection efforts and plant trees to benefit future generations.

Autism Awareness

Mayor Pro Tem April Sneed read a proclamation declaring April 2025 as Autism Awareness Month in Rolesville. The proclamation highlighted statistics on autism prevalence and emphasized the need for public awareness, acceptance, and inclusion of autistic individuals and their families.

5. [Consider Approval of the Agenda](#)

Mayor Currin noted that item 9.b. Pay Study would be delayed as it was not ready. He stated there would be an addition of item 9.d. Main Street update to be presented by the Town Manager.

Commissioner Vilga moved to approve the agenda with the noted changes. The motion was seconded by Mayor Pro Tem Sneed. The motion passed unanimously.

6. [Public Invited to be Heard](#)

Barbara McLamb of 400 Grand Rock Way spoke about the need for affordable housing options for seniors in Rolesville. She suggested the town look into Evergreen Construction, which has built affordable senior housing in other areas. She expressed concern about rising rents at her current residence and the lack of alternative options for seniors in Rolesville.

Mayor Currin thanked Ms. McLamb for her input and stated that affordable housing is something the town is actively working on, with some decisions to be made in the coming months.

7. [Consider Approval of the Consent Agenda](#)

7.a. Minutes of February 4, 2025, and March 4, 2025

7.b. Annual Audit Contract FY24-25

7.c. Budget Amendment FY24-25

Commissioner Alston moved to approve the consent agenda as presented. The motion was seconded by Commissioner Paul.

Mayor Currin called for a roll call vote due to Commissioner Long attending remotely:

- **Commissioner Alston: Aye**
- **Commissioner Sneed: Aye**
- **Commissioner Paul: Aye**
- **Commissioner Vilga: Aye**
- **Commissioner Long: Aye**

The motion passed unanimously.

8. [Town Board Liaison Reports](#)

Commissioner Michael Paul reported on two items:

- The unveiling of a 14-passenger van for the senior network that took place the previous Wednesday in front of town hall.
- He emphasized the ongoing need for affordable senior housing in Rolesville, noting recent issues with rent increases at The Grande apartment complex that have displaced residents.

Commissioner Dan Alston provided updates on:

- The Joel Fund's upcoming events, including Bags and Barbecue on April 12th and a monthly veterans coffee connection on April 20th.
- Progress on establishing the inaugural Navy National Defense Cadet Corps at Rolesville High School, set to begin July 1st.

Mayor Pro Tem April Sneed stated there was no planning board meeting this month.

Commissioner Paul Vilga shared updates from Parks and Recreation:

- Brandon Metzel was hired as an athletic coordinator.
- Upcoming events: Rec Day on April 5th, Egg Rush on April 12th, and Arbor Day service event on April 26th.
- Work completed at Mill Bridge Nature Park and selection of an artist for trail art to be installed in June.

Commissioner Lenwood Long reported on an upcoming "Conversation with Civil Servants" event on April 19th from 11 a.m. to 2 p.m. at Artisan Beer and Cheese, where commissioners, police, and fire department representatives will meet with constituents.

Mayor Currin recognized Kendall Brody, a junior at Rolesville High School, who was selected to participate in the Disney Dreamers Academy mentoring program at Walt Disney World.

9. [Communication from Town Staff](#)

Planning Department – Mike Elabarger & Tanner Hayslette, Planning Department

Mike Elabarger and Tanner Hayslette presented an overview of recent development activity in Rolesville:

- They provided a three-year comparison of development applications from 2022-2024.
- They highlighted trends in different types of permits issued, noting a significant increase in 2024.

- They discussed major development areas, including the Jones Dairy/Avert Road corridor and the East Young Street/Rolesville Road area.
- They provided updates on commercial developments like the Cobblestone project and Walbrook project.
- They mentioned ongoing research projects related to town growth and housing inventory.

Commissioners asked questions about remaining land for development, phases of Jones Dairy development, and current real estate market trends.

Economic Development – Mical McFarland, Economic Development Director

Mical McFarland provided updates on economic development activities:

- He discussed upcoming focus groups with landowners regarding potential development near the gateway area off Highway 401.
- He provided details on businesses committed to Walbrook development, including various restaurants and retail shops.
- He shared information about a planned ice hockey rink, basketball court, and restaurant development at the former Pine Globe building site.
- He mentioned the upcoming Small Business Week activities planned for May 4-10.

Commissioners asked for updates on the Cobblestone development and its residential occupancy.

Main Street update – Eric Marsh, Town Manager

Eric Marsh provided an update on the Main Street project:

- He discussed progress on the Burlington Mills realignment and associated infrastructure work.
- He provided details on the timeline for traffic signal activation and road connections.
- He explained the status of water line work and upcoming road closures for utility tie-ins.
- He outlined the expected timeline for completion of various project components, with full opening and signalization expected in September.
- He mentioned plans to repave Granite Falls Boulevard earlier than initially planned, likely to be done at night to minimize disruption.

Commissioners asked questions about paving timeline, potential conflicts with pool opening dates, and efforts to improve traffic flow during construction.

10. [Communications from Partners](#)

Rolesville Downtown Development Association Update – Sheilah Sutton, Director

Sheilah Sutton presented an update on the Rolesville Downtown Development Association (RDDA):

- She explained the RDDA's role in focusing on commercial development and maintaining relationships with the development community.
- She presented a proposal for a facade grant reimbursement pilot program to help businesses improve their storefronts.
- She requested \$7,500 from the town to fund six grants over 18 months, plus an additional \$7,000 for operational costs and development engagement efforts.
- She suggested creating a partnership to develop unified marketing materials for the town, RDDA, and Chamber of Commerce.

Rolesville Chamber of Commerce – Phillip Carter, Director

Phillip Carter provided an update on the Rolesville Chamber of Commerce:

- He discussed the Chamber's membership trends and efforts to clean up inactive memberships.
- He presented a budget request of \$37,000 for the upcoming year, a 15-16% increase from the previous year.
- He outlined plans for expanding events like Barbecue and Bands and improving programs like Youth Leadership Rolesville.
- He addressed questions from commissioners about providing more direct benefits to member businesses and improving marketing efforts.

Commissioners suggested the Chamber focus more on providing tangible benefits to member businesses and improving communication about available resources.

11. [Old Business – None](#)

12. [New Business](#)

Legislative Hearing TA-25-03 Text Amendment Government Facilities – Meredith Gruber, Planning Director

Meredith Gruber presented a proposed text amendment to consolidate and clarify government facilities uses in the Land Development Ordinance:

- She explained the purpose of combining multiple government facility-type uses into one category.
- She detailed proposed changes to the principal use table and use standards.

- She noted new buffer requirements for government facilities in residential zones.
- She stated that the Planning Board unanimously recommended approval of the amendment.

After discussion and clarification of certain points, the public hearing was opened and closed with no public comments.

Commissioner Vilga moved to approve TA 25-03 government facilities use standards and definition. The motion was seconded by Commissioner Long.

- **Commissioner Alston: Aye**
- **Commissioner Sneed: Aye**
- **Commissioner Paul: Aye**
- **Commissioner Vilga: Aye**
- **Commissioner Long: Aye**

The motion passed unanimously.

Commissioner Vilga moved to adopt a statement of consistency and reasonableness because TA 25-03 is consistent with Rolesville's comprehensive plan and is therefore reasonable. The motion was seconded by Commissioner Alston.

- **Commissioner Alston: Aye**
- **Commissioner Sneed: Aye**
- **Commissioner Paul: Aye**
- **Commissioner Vilga: Aye**
- **Commissioner Long: Aye**

The motion passed unanimously.

Both motions passed unanimously via roll call vote.

13. [Communications](#)

Town Attorney

Attorney Dave Neill provided guidance on two matters:

- He advised that staff would be reviewing the funding requests from partner organizations to ensure compliance with legal spending requirements.
- He reminded board members of ethical constraints regarding the receipt of gifts from contracted parties, including potential issues with benefits offered by partner organizations.

Town Manager

Eric Marsh provided several updates:

- He mentioned an upcoming meeting with the Triangle Community Coalition to discuss development perspectives.
- He discussed plans for a presentation on Raleigh Water's asset management and capital improvement processes.
- He noted the upcoming budget committee meetings and the delay of the pay study report.
- He informed the board about the town's transition to a new email domain (Rolesvillenc.gov).

Commissioner Long requested assistance in obtaining a digital map showing postal code issues for use in discussions with the National League of Cities.

Mayor Currin mentioned a letter sent by the Wake County Mayors Association to representatives regarding various issues, including postal identity concerns.

Chief Simmons announced that Rolesville was ranked as the second safest city in North Carolina for cities with populations of 10,000 or more.

14. Adjourn

The meeting was adjourned without opposition by Mayor Currin at 9:09 p.m.

Ronnie I. Currin, Mayor

Attest

Christina Ynclan, Town Clerk



Memorandum

To: Mayor and Town Board
From: Amy Stevens, Finance Director
Date: April 29, 2025
Re: Wake County Municipal Fire Protection Agreement FY26-FY28, Agenda Item #___

Background

The current Rolesville fire district serves residents both within the corporate limits of Rolesville as well as rural Wake County residents. For many years, the non-profit Rolesville Rural Fire Department (RRFD) has maintained a Fire Protection Agreement with Wake County to address fire protection services in that rural area.

With the July 1, 2025 unification of fire services, the Town will now need to contract with Wake County to address fire protection services in the rural area of the Rolesville district. This agreement with Wake County sets out service expectations, financial cost-share support, and performance standards.

This agreement is the same one used with all other municipalities providing fire protection services in rural areas of Wake County. If approved, it will remain in effect for a three-year period. Once approved, this action represents a significant step towards accomplishing the fire unification between the Town and RRFD.

Recommended Action

Make a motion to approve the Municipal Fire Protection Agreement, FY2026-FY2028.

Attachments:

- Municipal Fire Protection Agreement, FY2026-FY2028

MUNICIPAL FIRE PROTECTION AGREEMENT

Town of Rolesville



FY2026 – FY2028

Table of Appendices

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FEMA Disaster Services	D
Business Associate Agreement	E
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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT, made and entered into this the 1st day of, July 2025, by and between WAKE COUNTY, hereinafter referred to as the “County”, and the Town of Rolesville, hereinafter referred to as the “Town”;

RECITALS:

- A. WHEREAS, North Carolina General Statutes §69-25.5 provides that the board of county commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statutes §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law;
- C. WHEREAS, the Town agrees to contract with Wake County to provide fire protection services; and
- D. WHEREAS, North Carolina General Statutes §159-13 et seq. provides that the county budget ordinance may be in any form that the Board of County Commissioners of any County deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and
- E. WHEREAS, the Town is a municipal corporation authorized to establish, organize, equip, maintain, and furnish fire protection services and other services authorized by its charter to the citizens of its district pursuant to N.C.G.S. 160A-291; and
- F. WHEREAS, the Rolesville Rural Fire Insurance and Response District(s) of Wake County have boundaries defined by the most current description on file maintained by the Wake County Geographic Information Services in the Department of Fire Services Office, as illustrated by the map contained in Appendix A; and
- G. WHEREAS, the Town has secured equipment, land and buildings for the operation of Fire Station(s); and
- H. WHEREAS, Wake County presently levies and collects a special tax and is responsible for appropriating the funds derived there from for fire protection in Wake County; and
- I. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection for and within the described District.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

Section 1. RECITALS INCORPORATED

The recitals above are part of this Agreement and incorporated herein by reference.

Section 2. USE AND AMOUNT OF SERVICE TAX LEVIED

Wake County agrees to make funds, equipment, facilities and/or personnel available to the Town, from the proceeds of the tax levied from the special fire protection service tax district. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds provided from the service tax district shall be based on the needs projected in the budget request jointly submitted by the Town and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection and emergency services within the District.

Special fire district tax funds levied and collected by the County and paid to the Town by the County to provide fire protection pursuant to G.S. 69-25.5 shall be used solely for fire department operations, fire protection and emergency services in the Rolesville Rural Fire Insurance and Response Districts as shown in Appendix A and other areas of response as dispatched and to meet the standards established by this Agreement.

Section 3. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account shall be maintained by the County for the receipts from the special tax levied for the service tax district. Out of this account:

- 3.1. The County will pay the retained fees for system-wide services provided in the unincorporated areas of the County, including forestry, fire training, communications (including WECO), County computer-aided dispatch fees for County areas no matter dispatched from Raleigh-Wake or Cary, 800 MHZ radio system and hazardous materials response, and any other fees that may be recommended by the Wake County Fire Commission, herein referred to "Fire Commission "and approved by the County.
- 3.2. The County will pay the approved total appropriations for the Town, as calculated according to the cost share methodology in Section 16, in equal monthly payments to

said Town in the third week of each month, provided that prior to and as a condition of payment, the Town has submitted such funding request to the Fire Commission in a line item budget format for the Fire Commission's review and recommendation, and the County's Board of Commissioners has reviewed and approved said funding request.

Section 4. SERVICE TAX REVENUES IN EXCESS OF APPROPRIATIONS

Any fire protection service tax district revenues collected annually in excess of the approved total appropriations and retained County fees shall be maintained in the separate account established by the County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.

Section 5. SERVICES FURNISHED BY THE COUNTY

The County shall furnish the following services to the contracting Town for the term of this Agreement:

- 5.1. such vaccinations as are deemed necessary for all full time, part time and volunteer members of the Town's fire department by the County's contracted medical provider in order to maintain such fire protection or special services throughout the County. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16
- 5.2. fire investigation and emergency scene assistance services as requested, and
- 5.3. annual Fitness for Duty medical examinations for Town fire department's fire suppression personnel
 - 5.3.1. Fitness for duty medical exams shall follow NFPA 1582 standards and evaluate the employee's physical ability to perform the essential functions of their job classification. Exams must conform to the Wake County Medical Exam Guidelines or best industry standards as found on the Wake Fire Services website under general documents. Cost for exams, provided by the County's contracted medical provider, shall be paid by the Town with reimbursement provided by the county. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16
 - 5.3.2. Towns shall have the option of obtaining fitness for duty medical exams for their fire suppression personnel through the department's own medical provider.

5.3.3. In such event, physical exam costs eligible for reimbursement shall not exceed the County exam cost, as established through bid process. The actual reimbursement paid by the County shall equal the qualifying exam cost multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16.

5.3.4. Exams provided by Town fire department's medical provider must conform to the Wake County Medical Exam guidelines as found on the Wake County Fire Services website under general documents.

5.3.5. To be eligible for reimbursement, Town shall follow Wake County Fire Tax District Medical Program guidelines as outlined in the Wake County Medical Exam guidelines.

Section 6. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services as determined and approved by the Town's governing body and as contracted for by the Board of Commissioners within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 28 of this Agreement. The Town shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. Wake County Fire Services Director or designee approval is required to utilize County Assets outside of the County for any purposes other than mutual aid and automatic aid responses or other agreements. This requirement shall not prohibit the Town from billing for certain services, including but not limited to inspection services, false alarm responses, and hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the governing body.

Section 7. BOOKS AND RECORDS

The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town. The Town agrees that it will supply such financial books, records, staff and information or verification as may be reasonably requested by the County. The Town shall maintain an accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement at a minimum as required by law.

Section 8. ANNUAL REPORT

The Town shall provide to the County an annual audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year as soon as the Town's audit is completed by the Town's auditor, according to the legally established deadlines for municipalities.

In the event that the audit, management letter or self-reporting reveals any reportable and/or material issue(s) with regard to accounting processes; compliance with laws, regulations, or agreement provisions; fraud or abuse; or other financial mismanagement, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

Should the Town fail to submit its audit report, unaudited financial statements, and/or any requested follow up documentation to the County within 30 days from time of submittal to the LGC pursuant to G.S. 159-34., the County may suspend all funds immediately until the audit, financial statements, or documentation is delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Town is unable to deliver the audit, financial statements or documentation for reasons beyond the control of the Town.

Section 9. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

Section 10. NON-COMPLIANCE BY TOWN

If the County has a reasonable belief that the Town has violated any provision of this Agreement, the County will provide the Town written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Town has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Town ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Town makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Town is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Town has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Town pursuant to Section 2 herein.

Section 11. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the Town shall immediately so notify the County, at which time the Town authorizes the County or its agents to suspend the monthly payment to the Town and the Town authorizes the County, as limited by this Section, to use such Town facilities and equipment as are necessary to maintain the delivery of fire services in the Town's contracted county unincorporated service area (to the extent the Town exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Town's ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement. Notwithstanding anything to the contrary in this Section, the County and Town recognize and agree that the Town has an obligation to continue to provide fire protection services within the Town's corporate limits and that existing Town facilities and equipment are necessary and intended for such purposes and therefore no use of Town facilities or equipment by the County shall interfere with, hinder, impede, prevent, or compromise the Town's ability to continue to provide fire protection services within the Town's corporate limits even if the Town ceases to provide services to the county unincorporated service area. The Town's fire chief shall have sole discretion in determining the use and operation of Town facilities and equipment during any period in which the Town is not providing services to the county unincorporated area.

Should such use become necessary, upon the request of the Town, the County and the Town's governing body will jointly select an independent third-party trustee who will regularly evaluate the County's use of such Town facilities, equipment and resources on behalf of the Town. The Wake County Fire Tax District and the Town will be responsible for paying the trustee fees associated with the study. The Town's cost will be based on the current cost share amount at the time of the request. During the time that the Town is unable to provide services, the governing body of the Town shall cooperate with the Fire Commission. The Fire Commission shall determine if the Town is able to resume delivery of reliable service.

Section 12. FINANCIAL COMPLIANCE

The Town acknowledges that it is a local government subject to the provisions of N.C.G.S. Chapter 159, Article 3, "The Local Government Budget and Fiscal Control Act" and agrees to comply and conform with all provisions of said statute in conducting any budget and financial activities required by the terms of this Agreement.

Section 13. DISCONTINUATION OF TOWN'S FIRE OPERATIONS

In the event of voluntary (e.g. reorganization or restructuring of services) or involuntary (e.g. bankruptcy or failure to appropriate funding) of the Town's Fire Operations, the Town's inability to provide fire protection services to the district, or the termination of this Agreement, all assets and equipment that have been acquired using solely County funds shall be returned to the County.

- 13.1. Real property (including equipment) owned by the Town that was acquired using partial County funding shall either be sold, and the proceeds distributed between the Town and County based upon the original funding Agreement, or the Town shall pay the County an amount equal to their share (based upon the proportions of the original funding Agreement) of the fair market value of the property, which shall in no event be less than the tax value of the property.

Section 14. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Department Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement, provided that all appropriations must be used for furnishing fire protection within said district, and amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall conform with the requirements of N.C.G.S. Chapter 159, Article 3 "The Local Government Budget and Fiscal Control Act and the requirements of N.C.G.S. Chapter 143, Article 3 "Purchases and Contracts", and N.C.G.S. 143 Article 8 " Requirements for Certain Building Contracts " which apply to the Town as a local unit of government.

Section 15. TOWN'S BUDGET PREPARATION

The Town agrees that it shall continue to use the County's electronic financial reporting method, furnished by Wake County for budget preparation and presentation purposes only, based upon the County's "chart of accounts" which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Town and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2023 and subsequent fiscal years.

Section 16. COST SHARE METHODOLOGY

- 16.1. Annually, as part of the budget process, the County shall calculate the percentage of Town Fire Department's annual operating budget of which the County shall base the Town's annual fiscal year's appropriation on. At Town's request, the County agrees to

provide reasonable substantiation and additional financial information to permit the Town to audit the County's cost share calculation. The Town and County shall communicate prior to budget submission on potential budget increases outside of uncontrollable expenses.

16.2. The cost share percentage (CSP) shall be calculated by using the ratio of County versus Municipal portions of the following elements:

16.2.1. Geographic area (GA) – geographic area (in square miles) of the fire insurance district in relation to the geographic area of the municipal corporate limits.

16.2.2. Total property valuation (TPV) – property valuation, as determined by Wake County Tax Administration Department, of the fire insurance district in relation to the property valuation of the municipality.

16.2.3. Total heated square footage (THSF) – total heated square footage of structures within the fire insurance district in relation to the total heated square footage within the municipality.

16.2.4. Fire Department service demand (FDSD) – The workload (calls for service) of the fire department within the fire insurance district in relation to the fire department's workload within the municipality.

16.2.5. Total population (TP) – population as determined by the Wake County Department of Community Services. The population estimates are done by isolating "residential units" from the wake county parcel data and selecting the total parcels for each fire insurance district. The total units are summed then multiplied by the occupancy rate and average person per household based off of US census information.

16.3. Each data element shall carry the following weight in calculation of the overall cost share percentage:

16.3.1. Geographic area – 7.5 %

16.3.2. Total property valuation – 20.0%

16.3.3. Total heated square footage – 7.5%

16.3.4. Fire Department service demand – 35.0%

16.3.5. Total population – 30.0%

16.4. Data for each element shall be derived from the following sources on January 1 of each calendar year.

16.4.1. Geographic area - Wake County GIS shape file of municipal corporate limits and fire insurance district (current as approved by NCDOT)

16.4.2. Total property valuation - Wake County Department of Tax Administration

16.4.3. Total heated square footage - Wake County Department of Tax Administration

16.4.4. Fire Department service demand

- Annual dispatch incident data from Raleigh Wake Emergency Call Center (RWECC) and Town of Cary Emergency Call center (if needed) for last completed calendar year.
- Responses for out-of-county incidents shall not be included in cost share calculations
- Incident responses to any county unincorporated region shall be counted as a "county" response (Responses to the Town of Wendell shall be credited as a "county" response)
- Incident responses within this contracted cost shares municipal boundaries shall count as a "municipal" response. Responses to other municipal boundaries shall not be counted as a municipal response to departments providing automatic or mutual aid.

16.4.5. Total population - Wake County Department of Community Services

16.5. Calculation of **Final Fiscal Year Cost Share Percentage** (FFYCSP) shall be based on a rolling average of the last three calendar year's CSPs. Fiscal year appropriations shall be based on the approved Wake County Fire Department municipal operating budget multiplied by the FFYCSP.

16.6. Municipal staffing levels funded by county cost share shall be based on approved Wake County Fire Commission staffing levels. County cost share funded municipal fire positions exceeding approved staffing levels but in existence prior to 2017 shall be grandfathered. The funding of additional staffing levels will be consistent with data driven reports that are in accordance with Wake County Long Range Plan Standards & Guiding Principles for on scene personnel in the unincorporated areas of Wake County based on response minimums and Effective Response Force as required. Staffing levels unfunded by Wake County that can be shown to contribute to the arrival of the

required staffing levels and Effective Response Force, should be considered for cost share funding first prior to adding additional staffing levels for the Municipal Department. Requested Staffing expansions that address other system needs included but not limited to, geographic coverage, service demand workload, and response time goals that are consistent with Wake County Standards & Principles should be considered for funding by Wake County Fire Services, Wake County Fire Commission and Wake County Board of Commissioners.

16.7. Wake County Fire Services and Emergency Management along with Wake County Budget & Management Services shall meet with Town representatives during the budget process to properly vet requested budget Increases that are considered controllable or new operational expenditures outside of additional staffing requests and/or items that are a part of the Wake County Fire Tax District Capital Replacement program. Uncontrollable budget increases such as, but not limited too; utility increases, fuel increases, insurance increases, retirement system changes, etc. shall be approved based on documentation provided. If the total submitted budget is below the County's modeled target base (5% increase based on previous fiscal year operating appropriation), the associated funding requested will be included in the Fire Tax District operating budget for consideration. For expansions that cause more than a 5% increase to the total budget submitted, the County and Municipality must agree to the expansion. All budget increases are ultimately at the discretion of the recommending body of the Wake County Fire Commission and contingent upon approval of the Wake County Board of Commissioners.

16.8. The calculated FFYCSP shall be applied to the municipal fire department's operating budget, as reviewed and approved by Wake County Fire Services. Items excluded from cost share calculations include:

16.8.1. 800 MHz Radio costs

16.8.2. Computer Aided Dispatch costs (RWECC or Cary Dispatch)

16.8.3. NC Forestry – Wildfire Prevention costs

16.8.4. Tone and Voice Pager Maintenance costs

16.8.5. Hazardous Materials Response Program costs

16.8.6. RWECC Dispatch Service costs

16.8.7. Mobile Data Terminal (MDT) connectivity fees

16.8.8. First Due Pre-plan Module

16.8.9. ESO- Emergency Reporting Software

- Wake County will pay 100% of the annual fees for the following modules from ESO Solutions, Inc: Incidents, CAD integration, Electronic Health Record, Personnel Management, Assets, Checklists, Activities, Scheduling.

16.9. Cost sharing of Capital purchases

16.9.1. The county provides for the following cost sharing of municipal capital expenditures:

- Firefighter Personnel Protective Equipment (PPE) – The county utilizes an RFP process to obtain bid prices for PPE purchases. PPE purchased by the Town will be reimbursed up to the current Wake County PPE bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Self-Contained Breathing Apparatus (SCBA) The county utilizes an RFP process to obtain bid prices for SCBA purchases. SCBA purchased by the Town will be reimbursed up to the current Wake County SCBA bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Thermal Imaging Cameras (TIC) - The county utilizes an RFP process to obtain bid prices for TIC purchases. TICs purchased by the Town will be reimbursed up to the current Wake County TIC bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Cardiac Defibrillators (Defib) - The county utilizes an RFP process to obtain bid prices for Defib purchases. Defibs purchased by the Town will be reimbursed up to the current Wake County Defib bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Large firefighting vehicles (LFFV) - The county utilizes an RFP process to obtain bid prices for LFFV purchases. LFFVs purchased by the Town will be reimbursed up to the current Wake County LFFVs bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Small firefighting vehicles (SFFV) - The county utilizes an RFP process to obtain bid prices for SFFV purchases. SFFV purchased by the Town will be reimbursed up to the current Wake County SFFV bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.
- Facility renovations and repairs – The county will reimburse the Town for facility renovations and repairs which have been recommended by the Wake County

Fire Commission and approved by the Wake County Board of Commissioners in the annual budget process. Reimbursement shall be the actual cost of the renovation/repair multiplied by the FFYCSP.

- Mobile Data Terminals – The County will communicate with the Town and identify replacement cycles for all associated equipment to operate Mobile Data Terminals. Wake County will invoice the Town for its cost share portion of the replacements.
- Annual Apparatus Payment Option - Starting with the FY 24 Fire Tax District Budget process, as an alternative to 16.9.1.5 and 16.9.1.6 herein, any Town traditionally paying cash for apparatus may instead opt to enter a new apparatus agreement with the County for all of the Town's LFFV and SFFV upon the following conditions:
 - a. Town receives an annual capital apparatus payment based on predicted modeled cost of apparatus with yearly adjustments on cost share percentage (The updated cost share % and annual payment will be provided and mutually agreed upon during the budget process each year).
 - b. Town may purchase apparatus on the Town's timeline instead of the County's apparatus schedule.
 - c. All Apparatus from the Town shall be removed from the County's apparatus replacement schedule.
 - d. County shall pay for 100% of the cost of brush trucks and tankers.
 - e. Agreement shall encompass all large firefighting vehicles and small firefighting vehicles including administrative vehicles.
 - f. Town cannot switch back to the old system after the new apparatus agreement is established.
 - g. When the Town sells each LFFV and SFFV at its end of useful life, the County shall receive the cost share percentage of the sale, which shall be based on the sale in the year that the vehicle was purchased.
 - h. All apparatus must be insured in accordance with the requirements set forth in Section 17 of the Agreement.
- Body Armor - The county utilizes an RFP process to obtain bid prices for Body Armor purchases. Body Armor purchased by the Town will be reimbursed up to the current Wake County Body Armor bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.

16.9.2. New station construction

- Wake County cost share participation on a new municipal fire stations shall be considered based on the Fire Commission adopted policies and funding matrix adopted in November of 2020.
- The final cost share determined percentage will be calculated utilizing the cost share metrics that are applicable to the station's coverage area based upon the most recent 6-month period that is calculated in either January or July of the calendar year.
- The new calculated percentage shall not move plus or minus more than 5% from the original calculated percentage that was determined during the initial request and memorialized in a Memorandum of Agreement.
- The County's final cost share determined percentage will be calculated within 60 days of scheduled groundbreaking.
- Wake County's cost-share financial obligation in support of a new facility will be paid in annual installments of no less than 10 years to the municipality on a schedule that coincides with the terms of the loan.
- Total funding provided by Wake County as a whole should never exceed 49% of the total construction project cost.
- A funding "cap" equal to the municipality's cost-share percentage should be maintained.
- A deduction equal to the weighted total for county "area" in the approved cost share metrics should be applied to the total funding amount when significant response improvements are not realized in the county.
- Any station rebuild or relocation shall not create district outside of any departments 5-mile response boundaries.
- The approval of the Wake County Board of Commissioners is required for all new station construction involving cost share participation by Wake County.

Section 17. INSURANCE

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, providing the Wake County Finance Department with a certificate of insurance upon each policy renewal. Insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. Coverage shall be maintained continuously during the term of this agreement. Any request for consideration of alternate insurance coverage must be approved by Wake County PRIOR TO final execution of this Agreement.

- 17.1. Worker's Compensation, covering both regular employees and volunteers, with minimum limits for Coverage A: Statutory for State of North Carolina, and Coverage B – Employers Liability: \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease.
- 17.2. Commercial General Liability, Including Medical Malpractice/Errors and Omissions, with minimum limits of \$1,000,000 per occurrence or incident, including contractual liability.
- 17.3. Commercial Auto Liability, with minimum limits of \$1,000,000 per accident for bodily injury liability and property damage, including coverage for owned, hired, and non-owned vehicles.
- 17.4. Auto Physical Damage Coverage for any vehicle, including permanently attached equipment, listed by the Fire Department on the Fire Tax District replacement schedule, regardless of whether owned by County or Town. Each vehicle shall be insured on an Agreed Value basis. Values will be provided by Wake Fire Services at the end of each calendar year. Wake County shall be included as Loss Payee for any County-owned or leased vehicle used in the provision of agreement services; the certificate of insurance must list County-owned vehicles. For the purpose of this section, "Agreed Value" is the value agreed upon by the insured and the insurer at the beginning of the policy period but may be amended by endorsement.
- 17.5. Portable Equipment Coverage for equipment used in the provision of agreement services. For any equipment not insured at replacement cost coverage, Town agrees that adequate resources exist to cover any difference between the cost to replace and insurance proceeds in the event of a loss.
- 17.6. Management/Public Officials Liability, with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.

- 17.7. Umbrella or Excess Liability, with minimum limits of \$2,000,000, extending coverage over the underlying Employer's Liability; General Liability including Medical Malpractice/Errors and Omissions Liability; Auto Liability; and Management/Public Officials Liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- 17.8. Fidelity/Employee Dishonesty Coverage, covering all employees and volunteers, with limits not less than \$100,000.
- 17.9. Wake County shall be included as additional insured on the General Liability, including Medical Malpractice/Errors and Omissions; Auto Liability, Management/Public Officials Liability; Umbrella Liability; and loss payee on any policy covering vehicles or other property owned by Wake County or where Wake County has funds at risk.
- 17.10. Claims Made Coverage: Any claims made policy must include either 1. a retroactive date prior to or equal to the effective date of this agreement, or 2. full prior acts coverage. If any policy written on a claims made basis is canceled or non-renewed, it must be replaced with another claims made policy with the same retroactive date as the canceled or non-renewed policy. If this agreement is terminated and not renewed, either the policy in force at that time must be maintained for three years, or extended reporting period ("tail") coverage must be purchased and maintained for a period of three years-beyond the date of termination. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

Section 18. INDEMNIFICATION

To the extent permitted by N.C. law, the Town shall indemnify and save harmless Wake County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Wake County which are caused by the negligence or willful misconduct of the Town, its agents, or employees, provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Town from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

Section 19. TOWN INDEMNIFICATION

To the extent permitted by N.C. law, the County shall indemnify and save harmless the Town from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the Town which are caused by the negligence or willful misconduct of the County, its agents, or employees, provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the County from

asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

Section 20. INSURANCE SERVICES OFFICE, INC. RATING

The Town shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc. The Town shall continuously comply with all applicable laws, ordinances and regulations. Cases in which a Town's fire operation loses or receives a reduced rating will be examined by the Wake County Department of Fire Services. The Wake County Director of Fire Services shall make a report to the Wake County Fire Commission containing recommendations for corrective action.

In the event the Town's fire operation ISO rating falls below a Class 6 public protection classification for fire insurance grading purposes in contracted unincorporated areas, the Town shall prepare and submit to the County a plan to obtain a minimum of a Class 6 public protection classification, such classification to be in effect no later than July 1, 2025. If the Town has a public protection classification equal to or better than a Class 6, the Town is not required to downgrade to a Class 6.

The Town agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Town's governing body.

The Wake County Board of Commissioners reserves the right to alter or merge insurance district boundaries in their sole discretion. The Department of Fire Services will notify the Town when considering insurance district boundary changes. The Town agrees to cooperate with Wake County Fire Services in developing and implementing any County Commission approved insurance and response district changes. Any changes which occur during the life of this agreement shall be identified in an amended insurance and response area map to be attached in Appendix A.

Section 21. STANDARDS OF PERFORMANCE

The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, and other pertinent federal, state and County laws, regulations and standards. The Town agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards through the Fire Commission including (but not limited to) staffing, turnout time, response time, fire and emergency-event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures.

The following minimal standards of performance are agreed to by the County and the Town and are a part of this agreement:

- 21.1. STAFFING ON SCENE: The Town shall have adopted standard operating guidelines that are in line with the Wake County Long Range Plan Standards & Guiding Principles that addresses the appropriate number of firefighters needed on all types of fire calls. A current copy of the Town's guideline shall be made available to Wake County Department of Fire Services upon request.
- 21.2. AUTOMATIC AID AGREEMENTS: The Town shall provide automatic aid service for all calls for service as documented in Appendix C. Each fire department shall participate in countywide automatic aid through the quickest unit response program. Appropriate units will be dispatched based on quickest response as configured in computer aided dispatch system and automatic vehicle location. Fire stations that are not continuously staffed on a 24 hour a day / 7 day a week basis may or may not participate in quickest unit response inside a municipality's corporate limits.
- 21.3. MUTUAL AID AGREEMENTS: The Town shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Raleigh Wake Emergency Communication Center (RWECC) and Town of Cary Emergency Call Center will automatically dispatch the nearest mutual aid department after failure in 2 minutes and 30 seconds of the initially dispatched department to acknowledge the call. This shall apply to all calls. Wake County will supply the Town with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix B of this agreement.
- 21.4. TRAINING: The Town shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements ("Training Guidelines"). The Town shall be responsible for providing Wake County Department of Fire Services with a current, valid copy of the Town's training guidelines and any amendments of the training guidelines that go into effect during this agreement upon request by the County. The training guidelines shall include the following minimum standards:
 - 21.4.1. Initial firefighter training shall include education on hazardous materials responder, National Fire Protection Association (NFPA) 1001 – Standard for Firefighter Professional Qualifications, incident command system, and blood borne pathogens.
 - 21.4.2. The Town shall annually conduct and/or participate in a minimum of one (1) live fire training exercise.

21.4.3. The Town shall annually participate in a minimum of one (1) multi-company and one (1) multi-department training exercise.

21.4.4. No member of the Town's fire department shall engage in structural firefighting without having first completed the Wake County Essentials of Firefighting course or equivalent course as determined by the Town's fire department's chief officer.

21.5. DEPRECIATION: Town shall have a depreciation schedule for equipment and property valued over \$25,000.00.

21.6. COMMUNITY RISK REDUCTION: The Town shall develop and utilize programs for providing public fire and life safety education to a variety of age groups and occupancies within their service area, based upon the needs of the area served. Documentation of the programs and number of attendees will be maintained by the Town, and be available for review by the County, when desired. The Town shall support public fire education programs through assistance of materials, equipment and personnel from the Wake County Department of Fire Services.

21.7. PRE-FIRE INCIDENT SURVEYS: The Town shall develop pre-fire incident surveys and update them annually for all commercial buildings within the fire district. Facilities, which should be given priority, are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Town shall work with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Wake County Department of Fire Services staff shall assist the Town in developing pre-fire incident surveys for buildings within Wake County Department of Fire Services' fire code enforcement service area.

21.8. FIRE INVESTIGATIONS: The Town fire officer in charge at all fire scenes, occurring in the unincorporated area of the county, shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Fire Services Department to assist. The Town shall provide reasonable assistance if needed by Wake County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of the responsibilities outlined under subsection 20.9 "Post Incident Review".

21.9. POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Town shall be required to conduct a post incident review for the following incidents occurring in the unincorporated areas of the county: fires resulting in fatalities, fires resulting in more than \$400,000 property loss, fires resulting in civilian injury, fires resulting in firefighter injury, and any other incident as determined by the Town. Post incident reviews will be facilitated by a fire service

member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

21.10. FIRE HYDRANTS: The Town shall have an adopted guideline that addresses fire hydrant testing and maintenance.

21.11. MEDICAL FIRST RESPONDER: Town shall participate in the Wake County Medical First Responder Program. The Town shall conform to the Wake County Medical First Responder policies and procedures and direction of the Wake County Medical Director and Emergency Medical Services Director. The Town shall have an adopted guideline that addresses the Medical First Responder Program and Operation. The most current Medical Responder Guidelines can be found on the Wake Fire Services website under Fire District Documents

21.12. EMERGENCY DISASTER RESPONSE: The Town shall follow the Wake County Emergency Operations All Hazards Plan and all applicable appendices.

21.13. DISPOSING OF EQUIPMENT: For any equipment acquired wholly or partially with county funding which the town has deemed necessary to sell or donate, the Town shall, to the extent permitted by North Carolina surplus property laws, offer such equipment for sale or donation to other Fire Departments in Wake County prior to offering to outside agencies. All sold or donated items should be within their NFPA-specified service life, in serviceable condition, and retested or recertified by the manufacturer or certified third-party testing organization. For a sale, the Town shall provide the cost share percentage, at the time of original purchase, proceeds of the sale back to the County.

21.14. PERSONNEL: The Town agrees to adopt and to initiate compliance with, and enforcement of personnel rules for compensated and volunteer members that are in compliance with FLSA and any other applicable federal or state law, and not substantially and materially different from, or inconsistent with the current Fire Compensation Administrative Guidelines adopted by the Fire Commission or within 30 (thirty) days of Fire Commission revision of such guidelines for volunteer members.

21.15. USE OF COUNTY-OWNED VEHICLES

21.15.1. Vehicle Use. The Town agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Department shall not make these vehicles available to individual employees or volunteers for personal use or other employment not provided for under the Fire Services Contract.

- 21.16. AUXILIARY SERVICES: The Town may choose to provide additional Emergency Services and programs within their response districts. Participation is voluntary. Any Town or fire department choosing to participate in these programs shall have adopted guidelines that address the appropriate functions.
- 21.17. FIRE COMPENSATION ADMINISTRATIVE GUIDELINES: The County and Town agree to meet or exceed the minimum job requirements contained in the Wake County Fire Compensation Administrative Guidelines as approved by the Wake County Board of Commissioners on October 20, 2003 and as they may be amended from time to time during the existence of the Agreement. The Town acknowledges review and acceptance of the most current Wake County Fire Compensation Administrative Guidelines originally effective July 1, 2003 as updated November 2020.
- 21.18. ADVERSE FINDINGS: The Town agrees to notify the Wake County Department of Fire Services within 30 days of any adverse finding by any Municipal, State or Federal agency against the Towns Fire Department, pertaining to employment practices, employee safety, environmental issues, North Carolina Department of Insurance Rating Violations, etc.
- 21.19. EMERGENCY ALERTING: The County agrees to maintain both primary and secondary methods of emergency dispatch alerting for fire department personnel, including but not limited to tone/voice paging systems and countywide alphanumeric paging. The Town agrees to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes that originate from Raleigh-Wake Communication Center or Town of Cary Communication Center.
- 21.20. WEAPONS: With the exception of sworn law enforcement officers, operating within their jurisdiction, no weapons of any sort are permitted to be carried by Town fire department personnel while performing services under this Agreement within county-owned department vehicles or buildings, or while on calls for service within county fire districts. This applies to all weapons whether concealed or visible. This includes firearms, knives, conducted electrical weapons and chemical irritants, such as mace and pepper spray, but shall exclude any equipment required for the performance of services under this Agreement. This shall not prohibit a lawful concealed handgun permittee from securing a firearm in a locked personal motor vehicle within the trunk, glove box, or other enclosed compartment on or near county owned vehicles or property.
- 21.21. BODY ARMOR: The Town agrees to follow the minimum standard for use and care of body armor. Body Armor is defined as an item of personal protective equipment that provides protection against specific ballistic threats within its coverage area. 20.13 of the Agreement shall apply to disposal of Body Armor.

Section 22. RELATIONSHIP OF PARTIES

The Town, including any officer, employee, or agent of the Town is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. County and the Town agree that the Town shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Town's acts or omissions. Neither the Town, any officer, employee, or agent of the Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

Section 23. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years, beginning on July 1, 2025 and ending on June 30, 2028, unless earlier terminated by either party in accordance with Section 25 of this agreement. This term is subject to the continued legal existence of the District(s) and the Town.

Section 24. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

Section 25. TERMINATION

This agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least three hundred sixty-five (365) days prior to termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this agreement in accordance with this section of this Agreement. The Town acknowledges that the 365-day prior notice requirement is calculated to allow sufficient time to provide alternate fire protection for the covered district in the event of a termination. Unless the parties mutually agree in writing to an earlier termination, the Town is required to provide fire protection up until the effective date of termination. Upon termination of this agreement, Town agrees to reimburse County for the County's share of equipment, apparatus and facilities funded, in part, by the Fire Tax District. Reimbursement shall be based upon current value of said items multiplied by the cost share percentage in effect at time of item purchase.

Section 26. RESERVATION OF RIGHTS

Wake County reserves the right to provide the highest level of fire protection and emergency services possible, subject to the availability of funding.

Section 27. NO WAIVER

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Fire Services and the Town as to the meaning and/or applicability of any section of the Agreement, the County and the Town shall endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 28. AMENDMENTS

It is recognized and agreed to by the County and the Town that specific amendments may be necessary on an individual department-by-department basis. Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All contract amendments shall be listed in Appendix E.

Section 29. NO THIRD-PARTY BENEFICIARIES

This contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

Section 30. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 31. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered in person, or by confirmed Electronic Version of Contract. Town may

convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

If to Wake County:

Mr. Darrell Alford
Wake County Department of Fire Services
P.O. Box 550
331 South McDowell Street
Raleigh, North Carolina 27602

Telephone: (919) 856-6349
Facsimile: (919) 856-6236
Email: Darrell.Alford@wake.gov

If to Town:

Town of Rolesville
Mayor Ronald Currin
PO Box 250
502 Southtown Circle
Rolesville NC 27571

Telephone: 919-556-1556

Section 32. GOVERNING LAW AND VENUE

The Parties acknowledge that North Carolina law shall govern this Agreement. Any action, claim, suit, or proceedings arising out of or relating to this agreement shall be brought in the state or federal courts, whichever is applicable, located in Wake County, North Carolina.

Section 33. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

Section 34. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 35. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Town agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law. Nothing herein shall be construed to constitute waiver of the Town's governmental immunity in any respect, under North Carolina law or pursuant to N.C.G.S. 160A-485.

Section 36. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

Section 37. IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISREAL. By signing this agreement, Town certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Town shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Section 38. ANTIDISCRIMINATION. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be

binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

Section 39. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which Wake County executes this agreement. This date shall be reflected in the first paragraph of this Agreement. The terms and conditions of this Agreement shall apply to the entire Term as set forth in Section 23 or as amended by the parties.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Wake County Manager, and the Town has caused this instrument to be signed in its name by its Town Manager, attested by its Town Clerk, and its corporate seal hereto affixed, all by authorization of its Town Council duly given.

This the _____ day of _____, 20_____.

WAKE COUNTY

BY: _____
David Ellis or designee
Wake County Manager

BY: _____
Darrell Alford
Wake County Fire Services & Emergency Management Director

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

Finance Director or designee

This person is responsible for monitoring the contract performance requirement is:

Darrell Alford _____ Department Head Initials

Town of Rolesville

BY: _____ [SEAL]

Title Here

ATTESTED TO:

BY: _____
Its _____ (title here)



Memo

To: Mayor Currin and Town Board of Commissioners
From: Meredith Gruber, Planning Director and Michele Raby, Planner II
Date: April 22, 2025
Re: Agenda Item 7c: ANX-25-01, 6520 Fowler Road and 6521 Mitchell Mill Road –
Direct Clerk to Investigate Sufficiency of Annexation Petition
Resolution 2025-R-05

Background

The Town of Rolesville has received a contiguous voluntary annexation petition for two parcels totalling 46.106 acres located at 6520 Fowler Road and 6521 Mitchell Mill Road with Wake County PINs 1768602816 and 1767696199, to be annexed into the Town of Rolesville Town Limits. These same two parcels comprise the subject property of the rezoning case, REZ-24-04.

The annexation petition should be investigated by the Town Clerk as to its sufficiency of meeting G.S. 160A-31.

Staff Recommendation

Staff recommends approval of the resolution directing the Town Clerk to investigate an annexation petition received under G.S. 160A-31.

Suggested Motion

Motion to approve Resolution 2025-R-05 directing the Town Clerk to investigate the sufficiency of the annexation petition received under G.S. 160A-31 for ANX 25-01.

Attachments

1. ANX 25-01 Petition for Annexation and Attachments
2. ANX 25-01 Resolution 2025-R-05

Annexation Petition Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | planning@rolesville.nc.gov

Planning Department Home Page: [Official Town Webpage](#)

Project Information:

Site Address: 6520 Fowler Road and 6521 Mitchell Mill Road	Project Name: Fowler Road Rezoning and Annexation
Existing Zoning District(s): R-30 Wake County	Proposed Zoning District(s): RH CZ
Total Site Area (in acres): 45.48	Zoning Overlays(s): None
Current Use(s): Single Family	Associated Case Number(s): REZ-24-04
Proposed Use(s): Single Family	

Application Requirements

Application shall include the following documents by the submittal deadline to be considered complete and ready for review:

<input checked="" type="checkbox"/> Completed application.	<input checked="" type="checkbox"/> Authorization form(s) for plans with pending BOC action, Rezoning, and/or Annexation (if applicable).
<input checked="" type="checkbox"/> Note: You will be invoiced for the application fee during the completeness check or follow application review.	<input type="checkbox"/> Secretary of State webpage confirming the registered agent of the corporation or company (if applicable).
<input checked="" type="checkbox"/> A complete copy of the last deed of record for proof of ownership.	<input checked="" type="checkbox"/> 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.
<input checked="" type="checkbox"/> Written copy of the metes and bounds (attached as a separate document).	<input type="checkbox"/> Submit digital Shapefile (GIS) of subject property

Post-Approval Requirements

Applicant shall be responsible for Recording the Annexation Ordinance once signed by Town (Mayor/Clerk) within 30 days per G.S. 160A-29 and then provide copy of such to Planning Staff.

Application Questionnaire

1. Is the area contiguous with the existing primary corporate limits? Satellite corporate limits is not primary.

☒ YES ☐ NO

Note: If the land is contiguous to any existing corporate limits, the proposed annexation boundary will include all intervening rights-of-way for streets, easements, and other areas as stated in North Carolina General Statute §160A-31.

2. 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. 160D-108 and 108.1 for properties subject to the petition. Do you declare vested rights for the property subject to this petition?

☐ YES ☒ NO

Parcel Information

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
1768-60-2816	0037538	DB 1730	PG 526	36	\$841,283
1767-69-6199	0059680	DB 1386	PG 356	9.48	\$139,139

Annexation Petition Application

Town of Rolesville Planning Department | PO Box 250 | Rolesville, NC 27571 | 919-554-6517 | planning@rolesville.nc.gov

Planning Department Home Page: [Official Town Webpage](#)

Owner Signature(s)

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)

Barbara J. Richards by Samuel Albert Richards ATF

Owner #1 – Barbara J. Richards

By Samuel Albert Richards, as her attorney in fact

10-30-24
Date Signed

Barbara J. Richards by Amy R. Harrison ATF

Owner #2 – Barbara J. Richards

By Amy R. Harrison, as her attorney in fact

10-30-24
Date Signed

Owner #3 – PRINT and Signature

Date Signed

Owner #4 – PRINT and Signature

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 and provide proof)

Name of Corporation

Registered Agent Printed Name

Registered Agent Signature

Address, State, Zip of Registered Office:

Notary Seal

STATE OF NORTH CAROLINA

COUNTY OF Wake

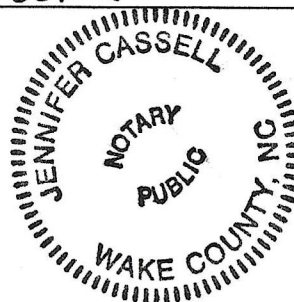
I, a Notary Public, do hereby certify that Samuel Albert Richards and Amy Richards Harrison personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the

30 day of October 2024

My commission expires 11 June 2025

Signature

Seal



Prepared by & Return to: William G. Alexander, Attorney, W.G. Alexander and Associates, PLLC,
3717 Benson Drive, Raleigh, NC 27609 Telephone (919) 256-7000 Toll Free (800) 431-8345

GENERAL DURABLE POWER OF ATTORNEY

ARTICLE I DESIGNATION OF AGENT

Designation of Agent. I, **Barbara J. Richards**, also known as **Barbara Jones Richards**, of Wake County, North Carolina, being of sound mind, appoint my son, **Samuel Albert Richards**, and my daughter, **Amy R. Harrison**, to serve together as my Co-Attorneys-in-Fact (herein referred to as my "Agent") for the purposes set out below. If either agent dies, resigns, or for any reason cannot serve as my agent as shown by death certificate, resignation letter, or affidavit of my remaining agent, then in that event, the remaining agent shall serve alone.

Appointment of Successor. If, upon the death, removal or resignation of an Attorney-in-Fact serving hereunder, no successor or surviving Attorney-in-Fact has been named herein and/or if a person named as successor Attorney-in-Fact fails or refuses to accept such appointment, the last person who served or is serving as Attorney-in-Fact hereunder who was not removed from office shall have the power to appoint a person or persons to serve as successor attorney(s)-in-fact hereunder. The appointing Attorney-in-Fact may resign and make the appointment effective immediately or the appointment may provide that it will become effective upon the subsequent death, removal or resignation of the appointing Attorney-in-Fact.

The appointment of a successor Attorney-in-Fact shall be made as follows:

- (a) The Attorney-in-Fact entitled to make the appointment shall sign and acknowledge a written instrument making the appointment;
- (b) The written instrument making the appointment shall be recorded in the office of the register of deeds where this power of attorney has been recorded; and

Submitted electronically by "Connor Bunn Rogerson Woodard & Fleming, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

- (c) If the appointment was to become effective upon the occurrence of a subsequent event or condition, a written instrument signed and acknowledged by the appointee giving notice of the occurrence of such event or condition shall be recorded in the office of the register of deeds where this power of attorney has been recorded. The facts stated in the recorded appointee notice shall be conclusively presumed to be true.

ARTICLE II GENERAL STATEMENT OF AUTHORITY GRANTED

I grant to my Agent the power to do and perform in a fiduciary capacity as my Agent may deem advisable anything of any character which I might do or perform for myself if personally present and acting, including, but not limited to, the specific powers set forth below in Articles III, IV, and V, but excluding those matters which my Agent is not permitted to do as expressly provided in this General Power of Attorney or as provided by law.

ARTICLE III SPECIFIC POWERS RELATING TO PROPERTY

My Agent may exercise the following powers relating to property or interests in property, which I now own or may hereafter acquire:

Collection of Property. The power to demand, sue for or use other lawful means to obtain, collect, and take possession and control of any sums of money, debts, checks, accounts, interest, dividends, annuities, rents, goods, chattels, inheritances, insurance benefits, social security benefits, unemployment benefits, veteran's benefits and any other claims and right whatsoever which are now or may hereafter become due, owing, payable or belonging to me, and to compromise, settle, arbitrate, abandon or otherwise deal with any such claims;

Sale or Other Disposition of Property. The power to sell, exchange, quitclaim, convert, partition, grant an option on, abandon or otherwise dispose of all or any part of my real or personal property or my interest in such property, including, but not limited to automobiles, stocks, bonds, and real estate owned by me individually, as a tenant in common, tenant by the entirety or otherwise, upon any terms and conditions;

Acquisition and Retention of Investments. The power to acquire and retain for any period of time as investments, without diversification as to kind or amount, any real or personal property, or interest in such property, including an undivided, temporary or remainder interest, income or non-income producing, located within or outside the United States, and including, but not limited to, notes, U.S. Treasury Bonds redeemable at par in payment of federal estate tax, any other bonds, debentures, mortgages and other obligations, secured or unsecured, common and preferred stocks, mutual funds, legal and discretionary trust funds, general and limited partnership interests, leases and securities of any corporate Agent or any corporation owning stock of the corporate Agent or of any subsidiary or affiliate of or successor to such corporation;

Management of Property. The power to take possession, custody, control and otherwise manage any of my real or personal property, or my interest in such property, including, but not limited to, the power (i) to protect, develop, subdivide and consolidate such property, (ii) to lease such property upon any terms and conditions including options to renew or purchase for any period or periods of time and to modify, renew or extend any existing leases, (iii) to erect, repair, or make improvements to any building or other property and to remove existing structures, (iv) to establish and maintain reserves for the maintenance, protection and improvements of such property and for other purposes, (v) to initiate or continue farming, mining or timber operations on such property, (vi) to purchase and carry casualty and liability insurance, (vii) to grant or release easements with respect to such property, (viii) to dedicate or withdraw from dedication such property from public use, and (ix) to join with co-owners in exercising any such powers;

Business Interests. The power to continue to own, or to form initially, and operate any business interest, whether in the form of a proprietorship, corporation, general or limited partnership, joint venture or other organization, including, but not limited to, the power (i) to effect incorporation, dissolution or other change in the form of the organization of such business interest, (ii) to dispose of any part of such business interest or acquire the interest of others, (iii) to continue, enter into, modify or terminate any agreements relating to any such business interest, and (iv) to invest capital or additional capital in or lend money to such business interest;

Borrowing Money. The power (i) to borrow money for my benefit from my Agent, individually, or from others, upon any terms and conditions, (ii) to secure the payment of any amount so borrowed by mortgaging, pledging or otherwise encumbering any of my real or personal property, or my interest in such property, and (iii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable by me for any period or periods of time and upon any terms and conditions;

Lending Money. The power (i) to lend money to any person upon any terms and conditions, (ii) to modify, renew or extend the time for payment of any obligation, secured or unsecured, payable to me for any period or periods of time and upon any terms and conditions, (iii) to foreclose as an incident to the collection of any obligation, any deed of trust or other lien securing such obligation, to bid on the property at such a foreclosure sale or otherwise acquire the property without foreclosure and to retain the property so obtained;

Holding Property in Nominee Form. The power to register and hold any securities or other property in the name of a nominee or in any other form without disclosure of the agency relationship, or to hold the same in such form that they will pass by delivery;

Exercise of Security Rights. With regard to securities of mine, including stocks, bonds and any evidence of indebtedness, the power (i) to vote any such securities in person or by special, limited or general proxy at any shareholders' meeting, (ii) to consent to or participate in any contract, lease, mortgage, foreclosure, voting trust, purchase, sale or other action by any corporation, company or association, (iii) to consent to or participate in, facilitate and implement any plan of incorporation, reincorporation, reorganization, consolidation, merger, liquidation, readjustment or other similar plan with respect to any such corporation, company or association,

and (iv) to exercise all options, rights and privileges, including the exercise or sale of conversion, subscription or other rights of whatever nature pertaining to any such securities and to subscribe for additional securities or other property;

Creation of Revocable or Irrevocable Trusts. The power to amend and/or to create a Revocable Trust or to create an Irrevocable Trust that provides for me alone or for me and/or my spouse, if any, and/or one or more of my descendants during my lifetime and at my death provides for my spouse, if any, for my spouse's lifetime and then for my descendants, per stirpes, or provides for my beneficiaries consistent with my existing Last Will and Testament. Provisions for my spouse, if any, and my other beneficiaries, may include, but are not limited to, a Supplemental Needs or Special Needs Trust, or an asset protection trust, as my Agent may deem appropriate. Upon my death, the trust property may be distributed in trust or outright and free of trust to my spouse and/or my beneficiaries, if any, as directed above, or in the alternate, to those persons who would be my heirs had I died intestate owning such property;

Further, my trustee may create and fund, with so much of my income and/or assets as my Agent deems necessary or appropriate, a qualified income trust, a pooled trust or a disability trust, all as authorized pursuant to 42 USC 1396(p)(d)(4)(A)-(C) and to execute any accompanying joinder agreement for purposes of establishing a pooled trust and to nominate beneficiaries consistent with the laws governing such trust(s) and further to nominate the ultimate beneficiary, after repayment of any state or federal entity, provided such nomination is consistent with my existing estate plan, if any, and if none, then to those persons who would be my heirs had I died intestate owning such property;

Transfer of Property to and Withdrawal of Property from Trusts. The power to assign, transfer and convey all or any part of my real or personal property, or my interest in such property, to (i) any irrevocable or revocable trust established by me during my lifetime, or (ii) any irrevocable or revocable trust established by my Agent during my lifetime. The power to withdraw property from (i) any revocable trust established by me during my lifetime, or (ii) any revocable trust established by my Agent during my lifetime. The power to exchange property to and from an irrevocable trust created by me or my agent.

Gifts. The power to give any or all of my real and/or personal property, or my interest in any such property, to my spouse, to my issue and/or to the spouse of any of my issue, not necessarily in equal amounts or shares, including the power to make such gifts to my attorney-in-fact, if my attorney-in-fact is a member of the class of eligible donees as set forth hereinabove. Such power shall include but not be limited to the power to gift any or all of my property held with a bank, savings and loan, brokerage house or other institution. Such bank, savings and loan, brokerage house or other institution shall be entitled to rely on an affidavit executed by my above named attorney-in-fact stating that such transaction is authorized under this instrument. Any bank, savings and loan, brokerage house or other institution dealing in good faith with my attorney-in-fact under this instrument shall be protected and not be responsible for the misapplication of any money or other property gifted by or to such attorney-in-fact.


Any gifts made by my attorney-in-fact under this instrument must (1) be advisable for tax planning, asset protection or other purposes, specifically including but not limited to private or

public benefit or medical assistance planning, and (2) be in the mutual interests of me, my spouse and my issue; any such determinations shall be made in the reasonable discretion of my attorney-in-fact. My attorney-in-fact shall not be limited by my history of making or joining in the making of gifts.

Gifts authorized by this power of attorney may be made in any manner which my attorney-in-fact deems appropriate, including but not limited to, outright gifts, gifts in trust, gifts which retain a life estate or an estate for a fixed term for me, gifts which retain a special power of appointment by me, gifts of future or contingent interests, gifts to a custodian under a uniform gifts or transfers to minors act, gifts for education given to an educational organization, or gifts for medical care given to medical services providers.

It is my desire that my attorney-in-fact attempt to maximize the impact of any present or future federal or state transfer tax (i.e., gift tax or estate tax); however, the imposition of any such tax shall not prohibit my attorney-in-fact from making gifts.

Renunciations. The power to renounce or disclaim in whole or in part the right of succession to any real or personal property or interest in such property passing to me as an heir or beneficiary under a will or otherwise when in the opinion of my Agent a renunciation or disclaimer is advisable for tax purposes.

 Insurance Transactions. The power to exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of me prior to execution; and to procure new, different or additional contracts of insurance for me and to designate the beneficiary of any such contract of insurance, including my Agent.

Estate Transactions. The power to request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are owned by, or due, owing, payable, or belonging to me at the time of execution or in which I may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make execute and deliver for the principal, all endorsements, acquaintances, releases, receipts, or other sufficient discharges for the same.

ARTICLE IV SPECIFIC POWERS RELATING TO PERSONAL AFFAIRS

My Agent may exercise the following powers relating to personal affairs:

Support. The power to do any acts, including disbursing of any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper for any purpose in connection with the support and maintenance of my spouse, my dependents and me in accordance with our customary standard of living, including, but not limited to, provisions for housing, clothing,

food, transportation, recreation, education and the employing of any person whose services may be needed for such purposes.

Health Care. The power to disburse any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper for any purpose in connection with my health care and the health care of my spouse and dependents, that is, any care, treatment, service or procedure to maintain, diagnose, treat, or provide for my physical or mental health or personal care and comfort and that of my spouse and dependents, including, but not limited to, the power to pay for the charges of health care providers, such as any physician, dentist, or podiatrist and any hospital, nursing or convalescent home, or other institution;

I intend for my agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164;

I authorize: any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse;

The authority given my agent shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given my agent has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider;

Asserting My Intent to Return Home. If I ever enter a nursing home or other care facility, it is my intent to return to any home that I own or in which I have an interest. This should not limit the ability of my Agent to exercise the full powers listed in this document and I understand that there may be some circumstances where it may be best for my Agent to sell or transfer my home. I hereby authorize my Agent to execute a "Statement of Intent to Return Home" in connection with any Medicaid application or recertification that may need to be filed on my behalf.

Other Personal Affairs. The power to do acts, including the disbursing of any monies belonging to me, which, in the opinion of my Agent, may be necessary or proper in connection with the conduct of my other personal affairs, including, but not limited to, (i) continuation, use or termination of any charge or credit accounts, (ii) payments or contributions to any charitable, religious or educational organizations, (iii) dealing with my mail and representing me in any matter concerning the U.S. Postal Service, (iv) continuation or discontinuation of my membership in any club or other organization, and (v) acceptance or resignation, on my behalf, from any offices or positions which I may hold including any fiduciary positions.

ARTICLE V MISCELLANEOUS SPECIFIC POWERS

My Agent may exercise the following miscellaneous powers:

Tax Matters. The power to perform any and all acts that I might perform with respect to any and all federal, state, local and foreign taxes, for the period between the tax years 1984 and 2084, including, but not limited to, the power (i) to make, execute and file returns, amended returns, declarations of estimated tax, joint or otherwise, and to represent me or to sign an Internal Revenue Service Form 2848 ("Power of Attorney and Declaration of Representative") or 8821 ("Tax Information Authorization"), or comparable authorization, appointing a qualified lawyer, certified public accountant or enrolled agent (including my Agent if my Agent is qualified as such a lawyer, accountant or agent) to represent me in all tax matters before any office of the Internal Revenue Service or any state, local or foreign taxing authority with respect to all types of taxes; (ii) to represent me before any office of the Internal Revenue Service or other taxing authority with respect to any audit or other tax matter involving any tax year or period, (iii) to receive from or inspect confidential information in any office of, the Internal Revenue Service or state, local or foreign tax authority, (iv) to receive, endorse, and collect checks refunding taxes, penalties or interest, (v) to execute waivers of restrictions on assessment or collection of deficiencies in tax, (vi) to execute consents extending the statutory period for assessment or collection of taxes, (vii) to execute and prosecute protests or claims for refund or applications for correction of assessed value, (viii) to execute closing agreements under IRC §7121 or comparable provisions of any state, local or foreign tax statutes or regulations, (ix) to prosecute, defend, compromise or settle any tax matter, (x) to delegate authority to or substitute another representative for anyone previously appointed by me, any Agent, or attorney, respecting any such taxes or tax matters, and (xi) to receive copies of all notices and other written communications involving my federal, state, local or foreign taxes at the home or office address of my Agent. I waive any privileges I may have against disclosure of any confidential tax information to my Agent.

If I am married, to signify, as may be required under IRC §2513 or any corresponding section of any future United States law, my consent to having one-half (1/2) of any gift(s) made by my spouse considered as made by me.

This General Durable Power of Attorney shall be deemed to apply to all types of taxes, including, but not limited to: all foreign taxes, federal income, FICA, payroll, generation skipping (and allocation of my generation skipping exemption) and gift taxes, and state and local income, payroll, intangibles, gift, and generation skipping (and allocation of my generation skipping exemption), due, reportable, or payable; and all returns to be filed on, within, or between the following years: 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068,

2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084;

Banking Transactions. The power (i) to make deposits in or withdrawals from any account of mine in any banking, trust or investment institution, whether such account is in my name or in the joint names of myself and any other person, (ii) to open any account or interest with any such institution in my name or in the name of my Agent or in our names jointly, (iii) to endorse any checks or negotiable instruments payable to me for collection or deposit to such accounts and to sign, execute and deliver checks or drafts on such accounts, and (iv) to exercise any right, option or privilege pertaining to any account, deposit, certificate of deposit, or other interest with any such institution;

Safe Deposits. The power (i) to have access to any safe deposit box held in my name or in the joint names of myself and any other person, (ii) to lease one or more safe deposit boxes for safekeeping of my assets, and (iii) to deal with the contents of any safe deposit box, including the removal of such contents;

Individual Retirement Accounts and Qualified Retirement Plans. The power to exercise all rights, privileges, elections, and options I have with regard to any individual retirement account, pension, profit sharing, stock bonus, Keogh or other retirement plan; or other benefit or similar arrangement; including, but not limited to making withdrawals; making, changing or altering beneficiary designations, determining or amending forms of payments on behalf of me or my beneficiaries; making, changing, or altering investment decisions; changing custodians or trustees; making or completing rollovers; and making direct "trustee-to-trustee" or similar type transfers of the assets, rights, or other benefits thereof;

Social Security and Unemployment. The power to prepare, execute and file all social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government;

Benefits From Military Service. To execute vouchers in my name for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to me, arising from or based upon military service and to receive, to endorse, and to collect the proceeds of any check payable to my order drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property of mine from any post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument which the attorney-in-fact shall think to be desirable or necessary for such purpose, to prepare, to file, and to prosecute my claim to any benefit or assistance, financial, or otherwise, to which I am, or claim to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon military service performed prior to or after executed hereof;

Legal and Other Actions. The power to cause to be commenced, prosecuted, defended, appealed, compromised, settled, arbitrated or discontinued in my name as plaintiff or defendant, as the case may be, any legal or equitable proceedings, judicial or administrative;

Employment of Advisors. The power to employ or discharge persons, firms and corporations to advise or assist my Agent, including, but not limited to, agents, accountants, auditors, brokers, attorneys-at-law, custodians, investment counsel, rental agents, realtors, appraisers and tax specialists;

Contracting Authority. To enter into any agreement necessary or sufficient to enforce any legal right possessed by me, including but not limited to agreements pertaining to marital rights, agreements for personal services to be performed for me or on my behalf and authorizing a person, persons or agency, including my Agent, to provide personal services to me, including health care services and decisions, in exchange for a lump sum or other type of payment from my assets or income, for services rendered during my life, including the remainder of my lifetime, even if the payment depletes all of my assets or income;

Bankruptcy. To file Bankruptcy on my behalf, to attend to any section 341 Creditors' Meetings or other hearings, to sign all papers necessary to effectuate a bankruptcy filing, and to act in all ways necessary or appropriate to effectuate a bankruptcy filing under any chapter of the United State Bankruptcy Code;

Resignations and Acceptance of Positions. To resign any position which I might hold as an officer or director of a corporation, as a partner of a partnership, as a personal representative, trustee, guardian or other fiduciary or as a politically elected or appointed officer of other similar position and to accept any such position provided that my agent may only "accept" an appointment or nomination on my behalf but shall not "serve" in my stead for any such office or fiduciary position requested of me by any third party and expected by that party for me to render such service personally;

Attorney-Client Privilege. To waive the attorney-client privilege and obtain all information from any lawyer representing me or who has represented me. Any such lawyer is authorized to furnish all information requested concerning any legal representation as fully as if I had requested such information myself;

Establish Joint Survivorship Accounts and/or payable on Death Accounts. My agent may establish joint and survivorship accounts in my name and in the name of my spouse, and/or any of my children, and/or any of my grandchildren; and may establish payable on death accounts and/or transfer on death accounts wherein the designated beneficiary of said account shall be my spouse, and/or any of my children, and/or any of my grandchildren;

Change beneficiary of Life Insurance, Annuity or Retirement Accounts. My Agent may change the beneficiary of any life insurance policy or other insurance or annuity contract wherein the beneficiary of said policy shall be my spouse, and/or any of my children, and/or any of my grandchildren;

Disclaimers, Waivers and Powers of Appointment. To claim or disclaim or waive any interest in property, in whole or in part, and to exercise any power of appointment over property that I have or would otherwise receive, INCLUDING circumstances where the exercise of any of these actions would result in a benefit to my Agent, or the estate, creditors, or the creditors of the estate of my Agent, or an individual to whom my Agent owes a legal obligation of support;

Government benefits. To use the authority conferred in this Durable Power of Attorney to make decisions which my Agent may, in his or her own discretion, determine are appropriate to qualify for Medicaid or any other public benefit program and to consent on my behalf to support orders sought and obtained by my spouse for my spouse's proper support and to avoid my spouse's impoverishment; however, my Agent should exercise this power only after consultation with and guidance from a qualified Elder Law Attorney eligible to practice law in the State of my residence. I understand that my Agent may engage in such planning for such purposes as spousal protection, preservation of my assets for needs not met by public benefit programs and/or the preservation of assets for my testate or intestate or trust beneficiaries;

Retirement Accounts and Pension Plans. To apply for and receive any retirement benefit, including profit sharing, pension or other employee welfare plans and other benefits to which I may be entitled, including the right to act as my representative payee with Social Security Administration, and to exercise any right to elect benefits or payment options, and specifically including the right to terminate or withdraw from any such account or plan and to change beneficiaries of any such account or plan provided such change is consistent with my estate plan; and to change ownership of any such account or plan from me to my spouse and to consent to or waive consent in connections with the designation of beneficiaries and joint and survivor spousal rights under any such account or plan;

Life Insurance and Annuities. To purchase, sell, assign, surrender, and/or withdraw from, life insurance and annuity contracts and to exercise any and all rights of mine under such contracts including the right to designate or change owners and beneficiaries provided such designation or change of beneficiaries is consistent with the designation of beneficiaries under my existing estate plan.

ARTICLE VI EFFECT OF SUBSEQUENT DISABILITY OF PRINCIPAL

This General Power of Attorney is executed pursuant to Article 2 of Chapter 32A of the General Statutes of North Carolina and shall not be affected by my subsequent incapacity or mental incompetence.

ARTICLE VII ADMINISTRATIVE AND OTHER MISCELLANEOUS PROVISIONS

Guardianship Provision. If it becomes necessary for a court to appoint a guardian of my estate, I nominate my Agent acting under this document to be the guardian of my estate, to serve without

bond or security. My agent may also serve as guardian of my person, to serve without bond or security, but my health care agent shall have priority to be appointed over my person.

Reliance of Third Parties on Agent.

1. No person who relies in good faith upon the authority of or any representations by my Agent shall be liable to me, my estate, my heirs, successors, assigns, or personal representatives, for actions or omissions by my Agent.

2. The powers conferred on my Agent by this document may be exercised by my Agent alone, and my Agent's signature or act under the authority granted in this document may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. All acts performed in good faith by my Agent pursuant to this General Power of Attorney are done with my consent and shall have the same validity and effect as if I were present and exercised the powers myself, and shall inure to the benefit of and bind me, my estate, my heirs, successors, assigns, and personal representatives. The authority of my Agent pursuant to this General Power of Attorney shall be superior to and binding upon my family, relatives, friends and others.

Revocation of General Power of Attorney. If this General Power of Attorney has not been registered in an office of the register of deeds in any county in North Carolina, then in addition to the methods of revocation provided by Section 32A-13(b) of the General Statutes of North Carolina, this General Power of Attorney may be revoked by my executing and acknowledging, in the manner provided for execution of durable powers of attorney in Article 2 of Chapter 32A of the General Statutes of North Carolina a subsequent General Power of Attorney, a copy of which is delivered to the Agent acting under this General Power of Attorney in person or to such person's last known address by certified or registered mail, return receipt requested.

Legal Documents and Incidental Costs. My Agent shall be entitled to sign, execute, deliver, and acknowledge any contract or other document that may be necessary, desirable, convenient, or proper in order to exercise and carry out any of the powers described in this document and to incur reasonable costs on my behalf incident to the exercise of these powers. My Agent shall have no authority to enter into any contract that mandates arbitration as a mandatory form of dispute resolution.

Duty and Limited Liability of Agent. This General Power of Attorney does not impose a duty on my Agent to exercise granted powers, but when a power is exercised, my Agent shall use due care to act in my best interests and in accordance with this document. My Agent and my Agent's estate, heirs, successors, and assigns are hereby released and forever discharged by me, my estate, my heirs, successors, and assigns and personal representatives from all liability and from all claims or demands of all kinds arising out of the acts or omissions of my Agent pursuant to this document, except for willful misconduct or gross negligence.

Accountings. My Agent shall keep full and accurate inventories and accounts of all transactions for me as my Agent. Such inventories and accounts shall be made available for inspection, upon

request by me or by my guardian or personal representative. My Agent shall not be required to file any inventory or accounts with any court or clerk.

Removal and Resignation of Agent. I shall have the right to remove an Agent at any time in a writing signed by me and acknowledged before a notary public and delivered to the Agent in person or to such person's last known address by certified or registered mail, return receipt requested. An Agent shall have the right to resign in a writing signed by the Agent and acknowledged before a notary public and delivered to me and to any other Agent acting under this General Power of Attorney or, if none, to the designated successor Agent, if any, in person or to such person's last known address by certified or registered mail, return receipt requested.

Continuing Nature and Conflicts of Interest. The powers herein granted shall be deemed continuing and relate as fully to any property that I may hereafter acquire as to any property I may own, and may be exercised repeatedly. In the event my Agent will occupy, from a legal standpoint, positions in which a conflict of interest is either real or apparent, I hereby declare that the existence of any conflict of whatever nature or however arising shall not in any manner limit any of the powers herein conferred upon my attorney-in-fact, who may perform any act authorized hereunder notwithstanding any such conflict of interest.

Compensation of My Agent. As full compensation for his or her services hereunder, any attorney-in-fact serving hereunder may pay to or for the benefit of himself or herself an amount not to exceed five percent (5%) of the receipts, including the value of all personal and real property when received, and also an amount not to exceed five percent (5%) of the expenditures made in accordance with law. In lieu thereof, if my attorney in fact has not taken five percent (5%) of receipts as allowed above and accurate hourly records are kept, my attorney in fact may pay himself or herself on an hourly basis in a reasonable amount not to exceed Fifty Dollars per hour. A corporate fiduciary shall take an amount in accordance with their published fee schedule. In addition, I reserve the right to authorize my attorney-in-fact, in writing, to pay to himself or herself additional or different compensation. If my attorney-in-fact is a licensed attorney at law or accountant, I authorize him or her to pay to or for the benefit of himself or herself a reasonable fee as compensation for any professional services he or she performs on my behalf as an attorney at law or accountant; such compensation to be in addition to the fees referred to above. No attorney-in-fact who has been adjudged guilty of misconduct in the execution of this office resulting in the removal of the attorney-in-fact from this office shall be entitled to any compensation hereunder.

Relation of Agent to Health Care Agent. Any decision affecting my property or financial affairs, including a decision as to the disbursement of monies belonging to me, which is made by my Health Care Agent appointed pursuant to a Health Care Power of Attorney meeting the requirements of Article 3 of Chapter 32A of the General Statutes of North Carolina shall be superior to and binding upon my Agent acting under this General Power of Attorney, and my Agent acting under this General Power of Attorney shall not be required to inquire into whether any such decision is necessary to exercise powers relating to health care, or whether costs incurred by the Health Care Agent are reasonable, and shall not be liable to me, my estate, my heirs, successors, assigns and personal representatives for any acts or omissions arising from any such decision.

Partial Invalidity. If any part of this General Power of Attorney is declared invalid or unenforceable under applicable law, such decision shall not affect the validity of the remaining parts.

I have signed and sealed this General Power of Attorney this 23rd day of October, 2012.

Barbara J. Richards (SEAL)
Barbara J. Richards

Barbara J. Richards
WITNESS

Shelia H. Alexander
WITNESS

Raleigh, NC
ADDRESS

Raleigh, NC
ADDRESS

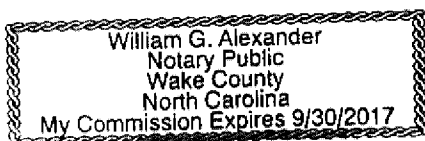
STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, William G. Alexander, a Notary Public of Wake County, North Carolina, do hereby certify that **Barbara J. Richards**, identified by her government issued picture identification card, personally appeared before me this day, who acknowledged the due execution of the foregoing instrument for the purposes therein expressed, and being duly sworn by me, made oath that the statements in the forgoing instrument are true.

I further certify that Barbara J. Richards and Shelia Alexander, witnesses, each identified by a government issued picture identification card or who are personally known to the undersigned Notary Public, appeared before me and swore that each witnessed **Barbara J. Richards** sign the attached General Durable Power of Attorney.

Witness my hand and notarial seal, this the 23rd day of October, 2012.



William G. Alexander (SEAL)
Notary Public: William G. Alexander
My commission expires on September 30, 2017.



Property Owner's Consent & Authorization Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every Application submittal.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

Authorization by Property Owner(s)

I, Samuel Albert Richards, as attorney in fact for Barbara J. Richards,

(property owner's printed legal name; include signatory name and title if signing for a company)

swear and affirm that I am the owner of property at 6520 Fowler road and 6521 Mitchell Mill,


(property address, legal description; provide separate sheet if required)

as shown in the records of Wake County, North Carolina, which is the subject of this Application

(Type and Case # Fowler Road Rezoning and Annexation; Case nos. TBD).

I further affirm that I am fully aware of the Town's Application, fee(s), and procedural requirements, and consent to this Application. I authorize the below listed person(s) to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature: Samuel Albert Richards *APF* Date: 10-30-24

Applicant/Agent/Contact persons:	
Print:	Signature:
Collier Marsh	

Property Owner's Consent & Authorization Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every Application submittal.

For Property with more than one owner, each owner must sign a separate copy of this form.

For Applications with more than one Applicant/representative, enter all names in this form, or submit separate forms.

In the event that the Owner of Property is an organization/entity, proof of signature authority on behalf of the organization/entity (ie Secretary of State business registration) must be attached to this form.

Authorization by Property Owner(s)

I, Amy R. Harrison, as attorney in fact for Barbara J. Richards,

(property owner's printed legal name; include signatory name and title if signing for a company)

swear and affirm that I am the owner of property at 6520 Fowler road and 6521 Mitchell Mill ,

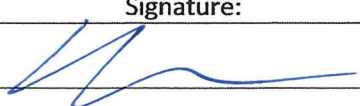
(property address, legal description; provide separate sheet if required)

as shown in the records of Wake County, North Carolina, which is the subject of this Application

(Type and Case # Fowler Road Rezoning and Annexation; Case nos. TBD).

I further affirm that I am fully aware of the Town's Application, fee(s), and procedural requirements, and consent to this Application. I authorize the below listed person(s) to submit this Application and serve as representative/point of contact for this Application.

Property Owner's Signature: Barbara J. Richards by Date: 10-30-2011
Amy R. Harrison AIF

Applicant/Agent/Contact persons:	
Print:	Signature:
Collier Marsh	

PIN 1767696199

This deed drawn by Foster D. Finch BOOK 1386 PAGE 356

NORTH CAROLINA — Wake County.

THIS DEED, made this 12th day of November, 1959, by

Jeff Jones, unmarried Grantors,

to Alexander Jones and wife Algie W. Jones Grantees, all of

Wake County, North Carolina; Witnesseth: That the Grantors, in consideration of Ten Dollars and other valuable considerations to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in Marks Creek Township, adjoining the lands of B. T. Cozart and others, and more particularly described as follows:

Beginning at a point in the North boundary of a paved county road that leads from B. T. Cozart's home place toward Jones Chapel Church, where the same intersects the West line of B. T. Cozart tract of land; thence with the North boundary of said paved county road as follows: South 73° West 590 feet to a stake; thence 130 feet to the Southeast corner of J. T. Knott's land is said boundary; thence with the Knott's North 5° East, 200 feet to a stake; thence farther with said J. T. Knott's line North 73° West, 200 feet to a point in the East line of Lot No. 5; thence with the dividing line between Lots No. 5 and 6, North 5° East, 290 feet to a stake in the line of M. C. Todd; thence with the Todd line South 86° East, 612 feet to an iron pipe in the line of B. T. Cozart; thence with said Cozart's line South 5° West, 370 feet to the North boundary of said paved county road, the point of beginning, containing nine and forty-eight one-hundredths (9.48) acres, more or less, and is Lot No. 6 in the division of the Emma Jones land, save and except a lot or parcel measuring 200 feet by 200 feet located at the extreme Southwest corner, which lot has been heretofore conveyed to J. T. Knott, Jr., and wife, according to a survey and plat by Pittman Stell, Surveyor, dated January 15, 1953.



This property was conveyed to Grantors by deed dated February 10, 1953 recorded in Book 1112 Page 589 Wake County Registry.

TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Jeff Jones

Grantor(s), for themselves, their heirs, executors and administrators; covenant with the Grantees, their heirs, or successors, and assigns that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that they will warrant and defend the said title to the same against the claims of all persons whomsoever.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

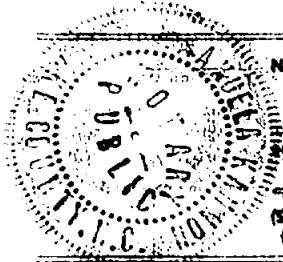
(Type name
under each
signature)

(SEAL)

(SEAL)

(SEAL)

(SEAL)



NORTH CAROLINA — Wake County. (If acknowledgment not taken in Wake County, N. C., show county and state where taken)

I, Manuela Kannon, a Notary Public, do hereby certify that

Jeff Jones, unmarried Grantors,

each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and notarial seal, this 12 day of November, 1959. My commission expires 3-2-61

NOTARIAL SEAL HERE

(Seal must be impressed sufficiently for Notary's name to be readable)

Manuela Kannon Notary Public.

NORTH CAROLINA — Wake County.

The foregoing certificate(s) of Manuela Kannon, Notary(ies) Public of Wake County, North Carolina, is(are) adjudged to be correct.

Let the said deed and certificate(s) be registered. Witness my hand this the 12 day of November, 1959.

Probate fee 25c paid ☒

Filed for registration on the 12 day of Nov, 1959, at 3:20 clock P M., and duly recorded in the office of the

Register of Deeds of Wake County, N. C., in Book 1386 Page 356

Fee \$ 1.25 paid.

By Manuela Kannon W. F. BOOKER, Register of Deeds.

Deputy Register of Deeds

This deed drawn by Barbara J. Richards

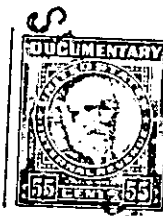
NORTH CAROLINA—Wake County.

THIS DEED, made this 4th day of August, 1966To Julia Davis, Widow
Barbara Jones Richards, Grantors,

Wake County, North Carolina; Witnesseth: That the Grantors, in consideration of Ten Dollars and other valuable consideration to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantees, their heirs, or successors, and assigns, the parcel(s) of land in Wake County, North Carolina, in _____ Township, adjoining the lands of H. E. Davis and others, and more particularly described as follows:

Being the northwest corner of Lot B shown on a certain map of the property of the heirs of Berry Young, deceased, and described as follows, to-wit:

Beginning at a point and corner in the center of the road; thence East 25 yards along the line of Lot A on said map; thence South 40 yards; thence West 33 yards; thence along the center of the road Northeast 43 yards to the point of beginning.



This property was conveyed to Grantors by deed dated March 3, 1942 recorded in Book 883 Page 68 Wake County Registry. TO HAVE AND TO HOLD the aforesaid parcel(s) of land and all privileges and appurtenances thereunto belonging to the said Grantees, their heirs, or successors, and assigns forever.

And the said Julia Davis, Widow

Grantor(s), for themselves, their heirs, executors and administrators; covenant with the Grantees, their heirs, or successors, and assigns that they are seized of said premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as herein set forth; and that they will warrant and defend the said title to the same against the claims of all persons whomsoever. The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

(Type name under each signature)

(SEAL)

(SEAL)

Julia Davis (SEAL)
JULIA DAVIS, WIDOW

(SEAL)

NORTH CAROLINA—Wake County.

(If acknowledgment not taken in Wake County, N. C., show county and state where taken)

F. J. WilliamsJulia Davis, Widow

a Notary Public, do hereby certify that each personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance.

Witness my hand and notarial seal, this 4 day of August, 1966. My commission expires 7-26-68

NOTARIAL SEAL HERE

(Seal must be impressed sufficiently for Notary's name to be readable)

Notary Public.

NORTH CAROLINA—Wake County.

The foregoing certificate(s) of F. J. Williams

Notary Public of Wake County, North Carolina,

is (was) adjudged to be correct.

Let the said deed and certificate(s) be registered. Witness my hand this 14 day of Sept., 1966Probate fee 25c paid ☒

Filed for registration on the 14 day of Sept., 1966, at 10:05 o'clock A. M., and duly recorded in the office of the Register of Deeds of Wake County, N. C., in Book 1736 Page 526. Fee \$ 1.25 paid

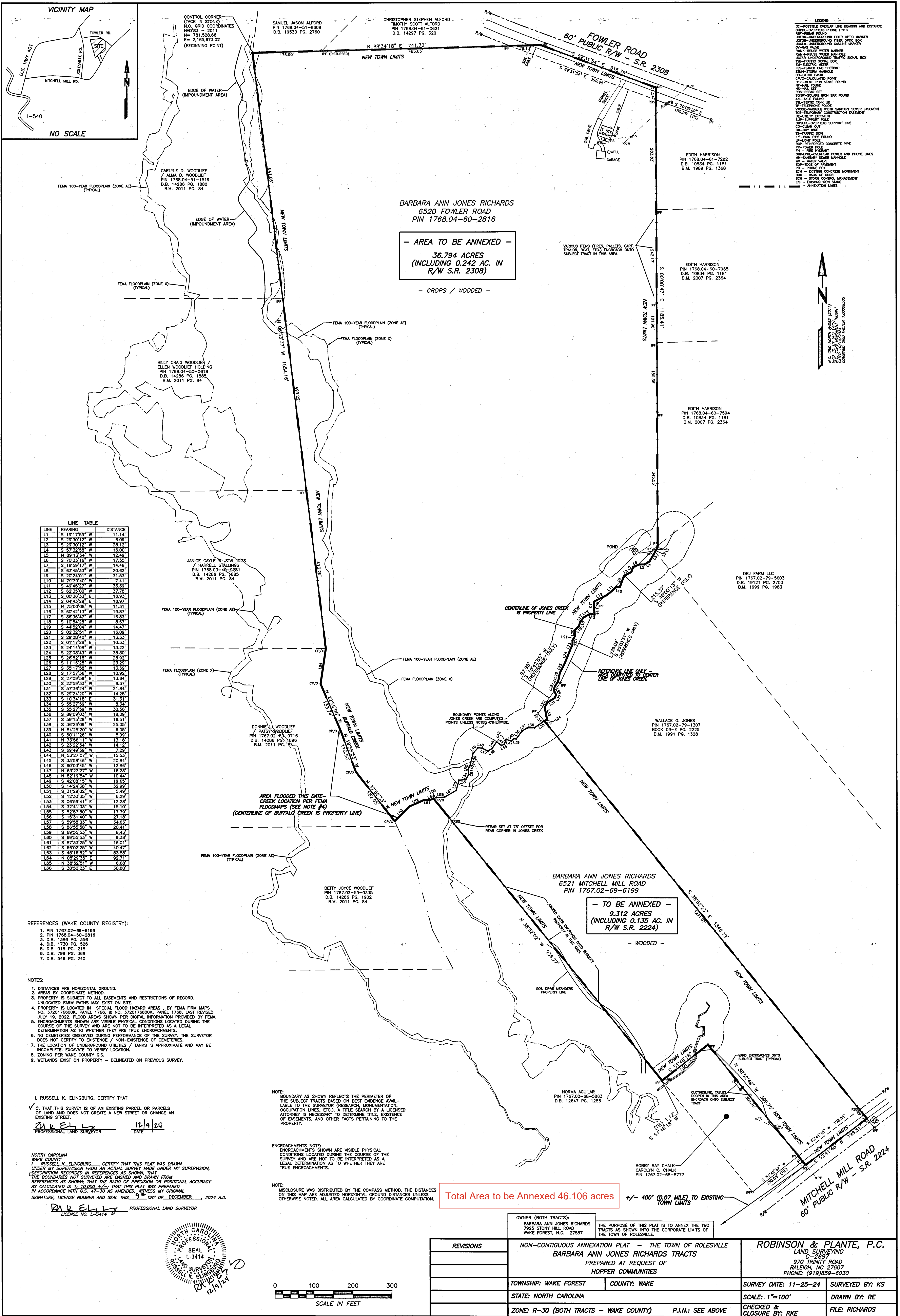
J. A. Rowland
J. A. ROWLAND, REGISTER OF DEEDS
Deputy Register of Deeds

THE BARBARA ANN JONES RICHARDS TRACTS (PINS 1768.04-60-2816
& 1767.02-69-6199) TO BE ANNEXED INTO THE TOWN OF ROLESVILLE

Being all of those tracts or parcels of land located
in Wake Forest Township, Wake County, North Carolina,
and more particularly described:

Beginning at a tack in a stone, said stone located at the
northwest corner of the subject tract (Barbara Ann Jones
Richards - Pin 1768.04-60-2816), then along the southern
property line of the Alford Tracts (Pins 1768.04-51-8609
and 1768.04-61-0621),
North 88°34'18" East 741.72 feet to an existing nail in
the centerline of Fowler Road (S.R. 2308 - 60' Public R/W),
then, along the centerline of Fowler Road,
South 69°31'54" East 315.39 feet to an existing nail,
then, leaving the centerline of Fowler Road,
South 00°08'47" East 1,185.41 feet along the western prop-
erty line of the Edith Harrison Tracts (Pins 1768.04-
61-7282, 1768.04-60-7965, and 1768.04-60-7594) to an exist-
ing iron pipe, then South 19°17'59" West 11.14 feet to a
computed point in the centerline of Jones Creek, then,
following the run of Jones Creek,
South 29°30'12" West 34.21 feet to a computed point,
South 57°32'58" West 16.00 feet to a computed point,
North 89°13'54" West 12.49 feet to a computed point,
South 70°03'16" West 17.55 feet to a computed point,
South 18°59'17" West 14.48 feet to a computed point,
South 63°45'33" West 20.62 feet to a computed point,
South 20°24'01" West 31.53 feet to a computed point,
North 79°39'40" West 7.41 feet to a computed point,
South 49°45'27" West 33.39 feet to a computed point,
South 62°35'00" West 37.78 feet to a computed point,
South 00°36'33" East 16.93 feet to a computed point,
South 04°43'29" East 16.97 feet to a computed point,
North 75°00'08" West 11.31 feet to a computed point,
South 60°42'13" West 19.87 feet to a computed point,
South 36°36'47" West 16.83 feet to a computed point,
South 10°54'28" West 8.67 feet to a computed point,
South 44°52'04" West 14.47 feet to a computed point,
South 02°32'51" West 16.09 feet to a computed point,
South 29°28'40" West 13.33 feet to a computed point,
South 01°17'28" East 10.33 feet to a computed point,
South 24°14'08" West 13.22 feet to a computed point,
South 22°03'43" West 38.30 feet to a computed point,
South 26°52'18" West 28.92 feet to a computed point,
South 11°16'25" West 23.29 feet to a computed point,
South 35°17'58" West 13.69 feet to a computed point,

South 17°57'36" West 10.92 feet to a computed point,
South 27°09'59" East 13.64 feet to a computed point,
South 23°59'33" West 9.37 feet to a computed point,
South 57°36'24" West 21.84 feet to a computed point,
South 29°24'20" West 14.25 feet to a computed point,
South 10°34'18" East 31.31 feet to a computed point,
South 55°27'59" West 8.34 feet to a computed point,
then, along the property line of Wallace G. Jones
(Pin 1767.02-79-1307), South 38°52'23" East 1320.84
feet to nail set at the centerline of Mitchell Mill
Road (S.R. 2224 - 60' Public R/W), then, along the
centerline of Mitchell Mill Road, South 52°41'45" West
198.51 feet to a nail set, then leaving the center-
line of Mitchell Mill Road, North 38°52'49" West
399.75 feet along the property line of Bobby Ray &
Carolyn C. Chalk (Pin 1767.02-68-8777) to an iron
pipe found, then South 51°48'18" West 150.00 feet
to a set rebar, then along the property line of Nor-
ma Aguilar (Pin 1767.02-68-5863), North 38°52'02"
West 936.77 feet to a computed point in the run of
Jones Creek, then along the run of Jones Creek,
South 69°55'53" West 9.38 feet to a computed point,
South 87°33'25" West 16.01 feet to a computed point,
South 66°02'25" West 40.47 feet to a computed point,
South 45°16'52" West 53.88 feet to a computed point
in the run of Buffalo Creek; then, along the run of
Buffalo Creek and along the Donnie L. & Patsy Woodlief
property, North 37°52'33" West 162.05 feet to a computed
point, North 19°58'53" West 110.90 feet to a computed point,
North 22°56'00" West 133.74 feet to a computed point,
and North 08°29'35" East 92.71 feet to a computed
point, in the creek, then leaving the run of Buffalo
Creek, along the Janice Gayle W. Stallings and
Harrell Stallings property, the Billy Craig Woodlief
and Ellen Woodlief Holding property, and the Carlyle
D. Woodlief and Alma D. Woodlief property (pins
1768.03-40-9261, 1768.04-50-0618, & 1768.04-51-1519,
respectively), North 06°53'37" West 1554.16 feet to
the point and place of beginning and being two tracts
to be annexed into the Town Of Rolesville and having
a total area of 46.106 acres.





**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION
RECEIVED UNDER G.S. 106A-31
RESOLUTION 2025-R-05**

**Case: ANX-25-01
Voluntary Annexation Petition for 46.106 acres,
Being the following Wake County PINs:**

1768602816 and 1767696199

WHEREAS, a petition requesting annexation of an area described in said petition and more particularly described as follows was received on January 02, 2025, by the Town of Rolesville Board of Commissioners; *for 46.106 acres described in DB 1386 PG 356 and DB 1730 PG 526 being located at 6520 Fowler Road and 6521 Mitchell Mill Road.*

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 Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk

[SEAL]

Memo

To: Mayor Currin and Town Board of Commissioners
From: Meredith Gruber, Planning Director
Date: April 23, 2025
Re: Encroachment Agreement for Waterline Tie-in at 841 South Main Street
(Fifth Third Bank at Wallbrook)

Background and Request

Wallbrook PLX, LLC desires to encroach on the right-of-way of South Main Street (U.S. 401) at 841 South Main Street in Rolesville for the purpose tying in the waterline location within a waterline easement as per Deed Book 16679 Page 132 for Fifth Third Bank at Wallbrook. The North Carolina Department of Transportation (NCDOT) requires an encroachment agreement for construction in their right-of-way. In addition, NCDOT is requesting the Town of Rolesville Board of Commissioners approve the agreement.

Attachment

Right-of-Way Encroachment Agreement signed by Town Manager Eric L. Marsh and Wallbrook PLX, LLC Manager J. Austin Williams

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

-AND-

Wallbrook PLX, LLC

Austin Williams

-AND-

Town of Rolesville, NC

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and Wallbrook PLX, LLC

_____ party of the second part; and Town of Rolesville

_____ party of the third part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 401, located 841 S. Main St., Rolesville NC 27571
Rolesville, Wake County, NC 27571

with the construction and/or erection of: Tie in to the waterline location within a waterline easement DB 16679 PG 132

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

WITNESS:

Robert Williams

J. Austin Williams
Manager - ~~Wet~~ / ~~brat~~ PLX

Second Party

WITNESS:

Third Party

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

-AND-

Wallbrook PLX, LLC

Austin Williams

-AND-

Town of Rolesville, NC

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and Wallbrook PLX, LLC

_____ party of the second part; and Town of Rolesville

_____ party of the third part,

W I T N E S S E T H

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) US 401, located 841 S. Main St., Rolesville NC 27571
Rolesville, Wake County, NC 27571

with the construction and/or erection of: Tie in to the waterline location within a waterline easement DB 16679 PG 132

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

DIVISION ENGINEER

WITNESS:

Robert Williams

J. Austin Williams

Manager - Mill/Grout P&C

Second Party

WITNESS:

Third Party

PROPOSED MEMORIALIZATION OF RESOLUTIONS

Resolution: 2025-R-06

Resolutions Authorizing Temporary Closure of & Usage Restrictions for Perry Street

WHEREAS, N.C. Gen. Stat. § 160A-296 grants to the Town of Rolesville (“**Town**”) the board, general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage that are not under the control of the North Carolina Department of Transportation; and

WHEREAS, N.C. Gen. Stat. § 160A-296(a)(5) expressly authorizes the Town to temporarily close any Town street or alley; and

WHEREAS, in furtherance of the protection of certain streets from unsafe usage or excessive wear and damage from the increase in traffic on certain Town streets from the re-routing of vehicles being temporarily detoured during the construction of improvements to Main Street and Young Streets as part of the Locally Administered Projects Program to enhance and revitalize Main Street through the center of Rolesville, the Rolesville Board of Commissioners has determined that the closure of certain streets to heavy vehicles and to all through traffic is necessary and appropriate to protect the public health, safety, and welfare; and

WHEREAS, by unanimous action of the Board of Commissioners at the Board’s regular meeting of April 15, 2025, upon a motion duly made by Commissioner Paul Vilga; the Board did adopt the following resolutions herein memorialized:

RESOLVED:

1. THAT, the entirety of Perry Street between South Main Street and East Young Street is closed to all through traffic for a period of one hundred twenty (120) days; and
2. THAT, the entirety of Perry Street between South Main Street and East Young Street is closed to all motor vehicles having in excess of two axles; save and except for delivery and courier vehicles providing immediate delivery and services to residences along Perry Street, Coley Street, or Glenn Circle; for a period of one hundred twenty (120) days.
3. THAT, the Rolesville Police Department and Town Attorney are hereby authorized and directed to enforce this Resolution as an ordinance, and to prosecute all violations thereof to the full extent of the law, including and consistent with the provisions of N.C. Gen. Stat. § 160A-175 and § 14-4.

Possible Form of Motion: “I move adoption of that resolution before us titled ‘Resolution Authorizing the Temporary Closure and Usage of Certain Streets.’”

These resolutions were made effective April 15, 2025.

Ronnie I. Currin, Mayor

CERTIFICATION

The undersigned hereby certifies that she is the town clerk of the Town of Rolesville, a North Carolina municipal corporation; and that the foregoing is a true and correct copy of those resolutions duly adopted at a regular meeting of the Rolesville Board of Commissioners by a vote of _____ to _____ on the _____ day of _____ 2025, at which a quorum was present and acting.

Christina Ynclan, Town Clerk

[Town Seal Above]

Resolution: 2025-R-07
RESOLUTIONS AUTHORIZING
PARTICIPATION IN THE
NORTH CAROLINA HEALTH INSURANCE POOL

WHEREAS, North Carolina local governments, including any North Carolina county, city, or housing authority, may enter into contracts or agreements under Article 23 of Chapter 58 of the North Carolina General Statutes (the “Local Government Risk Pool Act”) to establish pools providing for life or accident and health insurance for their employees on a cooperative or contract basis with one another;

WHEREAS, the North Carolina Health Insurance Pool (NCHIP) is a pool providing for accident and health insurance for employees of North Carolina local governments in accordance with the Local Government Risk Pool Act; and

WHEREAS, this local government wishes to become a member of the NCHIP;

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

SECTION 1 As of July 1, 2025, this local government will become a Member of the North Carolina Health Insurance Pool (NCHIP), an intergovernmental cooperative to pool health insurance risks with other North Carolina local governments. The terms and conditions of membership in NCHIP will be such terms and conditions as are imposed by the board of trustees of NCHIP and pursuant the terms of applicable contracts and by-laws of NCHIP, as such may be amended from time to time.

SECTION 2 In accordance with N.C.G.S. § 58-23-5(e), the Town Manager is authorized and directed to give notice (or cause notice to be given) to the North Carolina Commissioner of

Insurance no later than June 1, 2025, in a form prescribed by the Commissioner that this local government intends to participate in NCHIP as of July 1, 2025.

SECTION 3 The Town Manager is authorized and directed to execute any documents necessary or appropriate to complete the membership of this local government in NCHIP.

SECTION 4 This Resolution shall be in full force and effect upon its adoption.

PASSED this _____ day of _____, 2025

AYES:

NAYS:

ABSENT:

Ronnie I. Currin, Mayor

CERTIFICATION

The undersigned hereby certifies that she is the town clerk of the Town of Rolesville, a North Carolina municipal corporation; and that the foregoing is a true and correct copy of those resolutions duly adopted at a regular meeting of the Rolesville Board of Commissioners by a vote of _____ to _____ on the _____ day of _____ 2025, at which a quorum was present and acting.

Christina Ynclan, Town Clerk

[Town Seal Above]



RESOLUTION

WHEREAS, Sergeant Christian Saunders has served the Town of Rolesville honorably for over 10 years; and

WHEREAS, it is a tradition within the law enforcement community to present retiring officers with their badge and service weapon; and

WHEREAS, the Town Commissioners believe that in doing such we are extending our appreciation for the dedication and devotion to duty while risking injury and possible loss of life; and

WHEREAS, the greater Rolesville community and its citizens genuinely appreciate Sergeant Saunders's unwavering dedication, professionalism, and commitment to public safety in his role as a law enforcement officer; and

WHEREAS, his exemplary service has fostered trust, strengthened community relationships, and ensured the well-being of all who live and work in Rolesville.

NOW THEREFORE BE IT RESOLVED that the Town, in accordance with NCGS 20-187.2, 14-402 and 17F-20, does hereby award to Sergeant Saunders his SIG Sauer P320 service weapon serial number 58H278829, for the price of \$1.00 in recognition of his hard work and effort and as appreciation for a job well done.

Adopted this on the 6th day of May 2025.

Ronnie I. Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk



Memorandum

To: Mayor and Town Board
Date: March 27, 2025
Re: FY24-25 Budget Ordinance Amendment, Agenda Item #____

Town staff have submitted several requests for FY24-25 budget amendments for Town Board consideration.

1. **GASB Standards** (from Finance)

The Governmental Accounting Standards Board (GASB) has adopted standards which require units to account for leases and software subscriptions in a way that is similar to loans. Therefore, we need to account for *lease/subscription proceeds* and the offsetting *capital outlay* in the financial statements. The entries offset, and no additional cost is incurred by the Town as this is just a bookkeeping entry. The amendment is needed to ensure the Town does not exceed its authorized budget.

2. **Liability Insurance** (from Finance)

Last year, the Town received a late renewal of general liability insurance costs, so the budgeted amounts fell short of needs in some departments. Staff are undertaking a review for this upcoming fiscal year's renewal to ensure that the coverage is appropriate. Sufficient funds remain in Contingency to fund this \$25,000 shortage.

3. **Chamber Enhancements** (from Administration)

The Town Board's meeting chamber needs some routine maintenance for painting and carpet replacement. In addition, there is an interest in extending the dais to provide adequate permanent work space for the Town Clerk. Sufficient funds remain in Contingency to fund this estimated \$30,000 project.

Recommended Action

Make a motion to approve the Ordinance to Amend the 2024-2025 Fiscal Year Budget Ordinance dated May 6, 2025

**AN ORDINANCE TO AMEND THE
2024-2025 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, 2025:

1. *To appropriate funds associated with GASB standards for leases and IT subscriptions.*

		<u>Amount</u>
<u>Revenue</u>		
100-000-6014-000	Lease Proceeds	\$250,000
100-000-6016-0000	Subscription Proceeds	\$250,000
<u>Expenditure</u>		
100-190-5455-0000	Capital Outlay – Leases	\$250,000
100-190-5460-0000	Capital Outlay – Subscriptions	\$250,000

2. *To appropriate funds associated with severances and insurance deductibles.*

		<u>Amount</u>
<u>Expenditure</u>		
100-000-5399-0000	Contingency	(\$25,000)
100-310-5200-0000	General Liability Insurance	\$25,000

3. *To appropriate funds associated with enhancements to the Town Board meeting chamber.*

		<u>Amount</u>
<u>Expenditure</u>		
100-000-5399-0000	Contingency	(\$30,000)
100-410-5210-0000	Maint&Repair-Bldgs/Grnds	\$30,000

This will result in a net increase of \$500,000 to revenues and expenditures of the General Fund.

Adopted this 6th day of May 2025

Ronnie I. Currin
Town of Rolesville Mayor

Attest: _____
Christina Ynclan
Town Clerk



Council Summary of Final Report

Classification and Compensation Study for: Town of Rolesville, NC

March 2025

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Study Introduction

From November 2024, through March 2025, AutoSolve, Inc. conducted a comprehensive classification and compensation study for the Town of Rolesville. The study focused on 71 employees and 47 classifications / job titles. The goal of this study was to create an improve compensation system that would aid the Town in the following ways.

- Attract and retain qualified employees.
- Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together.
- Provide salaries commensurate with assigned duties.
- Provide justifiable pay differential between individual classes.
- Maintain a competitive position with other comparable government entities within the same geographic areas.

Study Methodology

To achieve the study's goals AutoSolve utilized both quantitative and qualitative tools to assess the Town's current internal and external equity to provide the most appropriate recommendations.

Communication, Interaction, and the Kickoff Call

As illustrated in the **Study Methodology Diagram**, AutoSolve started off the study with a project kickoff call. The kickoff call allows Town management to learn more about the project, ask questions, and allows AutoSolve to request the appropriate data that we will need to complete the project effectively. AutoSolve emphasizes open communication throughout the project by holding weekly touchpoint meetings to discuss the project and review the workplan, providing weekly updates on the progress of the project, scheduling as need meetings with department heads, incorporating the Town of Rolesville's Project Team feedback throughout the project, and working alongside the Town's project team during all phases of the project.

Current Pay Plan/Philosophy Evacuation

AutoSolve assessed the current pay plan structure at the beginning of the study. This analysis provides the starting point for any recommendations AutoSolve proposes.

Classification Evaluation Internal Equity

AutoSolve utilized two proprietary surveys to analyze the Town's internal equity. The first Survey, Internal Anonymous Organizational Survey, allows AutoSolve to collect qualitative information about the organization, management, culture, and work environment.

The second survey, Internal Individual Employee Survey, allows AutoSolve to collect up to date classification/job duties and responsibilities. This data was utilized to update all the classification's job descriptions that were a part of the study.

Compensation Evaluation External Competition

AutoSolve performed an external market survey reaching out to a selected group of organizations that were deemed by both AutoSolve consultants and the Town's project team to be direct competitors with the Town. AutoSolve reached out to the selected peers to collect classification pay range data and benefit data. The results from the market survey were utilized in the development of the recommended compensations system.

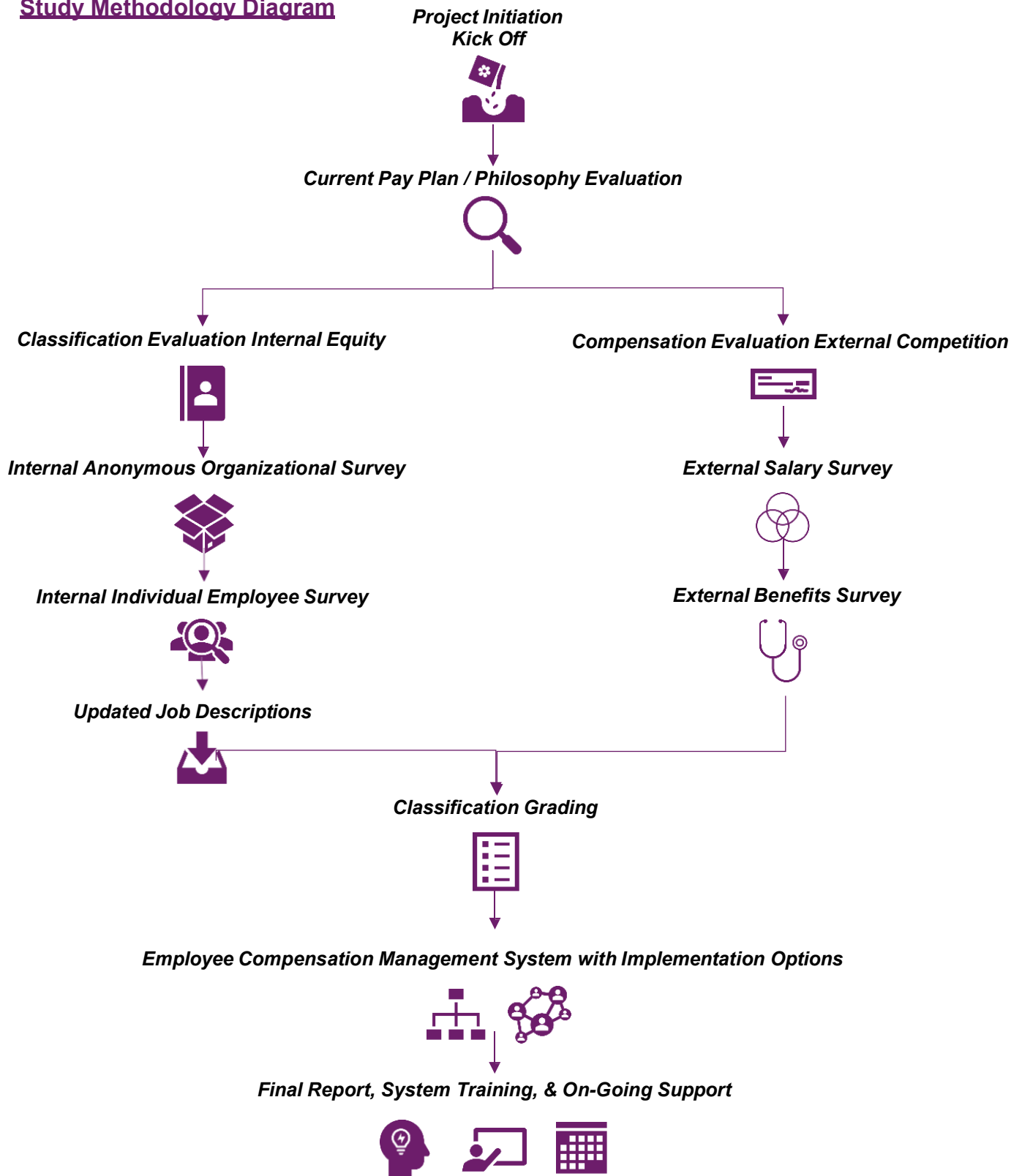
Classification Grading

Utilizing data from the Internal Individual Employee Survey and AutoSolve's own proprietary grading system, AutoSolve consultants provided a "rank" to each of the classifications that were a part of the study. The rank is based off the classification's duties, responsibilities, and impact within the Town. The ranks assist in AutoSolve's assigning new classification grades.

Employee Compensation Management System with Implementation Options

The concluding recommendations and proposed compensation system were provided based on the synthesis findings of the overall study and the Town's compensation philosophy. The recommendations were accompanied with multiple different ways to implement the proposed compensation system along with the estimated cost for each. AutoSolve also provided the Town project leadership team with an *Employee Compensation Management System*. The system is an excel spreadsheet that is designed aid the Town in implementing and maintaining the proposed compensations system derived from this study.

Study Methodology Diagram



Market Peers

Peer Name	Cost of Living Index	COLI Factor
Town of Rolesville, NC	104.87	
City of Durham, NC	100.06	1.048
City of Wilson, NC	91.25	1.149
Town of Cary, NC	104.87	1.000
Town of Clayton, NC	93.12	1.126
Town of Fuquay-Varina, NC	104.87	1.000
Town of Garner, NC	104.87	1.000
Town of Holly Springs, NC	104.87	1.000
Town of Knightdale, NC	104.87	1.000
Town of Morrisville, NC	104.87	1.000
Town of Wake Forest, NC	92.53	1.133*
Town of Wendel, NC	104.87	1.000
Town of Zebulon, NC	104.87	1.000
Wake County, NC	104.87	1.000

**AutoSolve choose to use Franklin County, NC's Cost of Living Factor for the Town of Wake Foreest*

Study Summary - Proposed Compensation System

Study Summary is the aggregate of the analysis and findings discovered in this study. The combined findings were utilized to create the following recommendations.

Study Summary Findings

Client Specified Issues, Needs, and Compensation Philosophy

The Town's project team expressed their desire for the Town's compensation philosophy to consist of providing above average compensation relative to their operating market.

Review of the Current Pay Plan System:

The first step in the study was reviewing the internal equity of the organization. The AutoSolve team performed a deep dive into the current compensation structure utilized by the Town of Rolesville. This detailed analysis provided the foundation for AutoSolve's recommendations. Listed below are the summary findings from Section One.

- The Town of Rolesville utilizes one General Plan that is very uniformed, easy to understand, and assigns one grade to each classification.
- The Town of Rolesville current pay plan illustrates best practices regarding tenure and quartile correlation.
- 3 employees are below their grade minimum.
- 0 employees are at or above their grade maximum.
- 2 employees fall -5% or more below their expected hire year salary.
- 4 employees have a salary between 95% and 100% of their supervisor's salary.
- Compression found among the Police Sergeant and Police Lieutenant employees.

Anonymous Survey:

The Anonymous Survey collected qualitative information about the organization, management, culture, and work environment from current employees. The data was then used to assess the internal equity of the Town and determine Opportunities for Improvement. Listed below are the proposed improvements that AutoSolve gathered from Section Two.

- Implement compensation increases.
- Expand the workforce.
- Foster collaboration regarding transparent communication and support across departments.
- Make growth structures and policies accessible and transparent.

Compensation Evaluation – Market Survey:

The Market Survey is a comprehensive examination of the Town's compensation and benefit structure. The organization's external equity was evaluated by comparing the Town of Rolesville's salary ranges and benefits to selected peer organizations. Listed below are the summary findings gathered from Section Three.

- Town of Rolesville is **10.86%** below the market minimum.
- Town of Rolesville is **15.53%** below the market midpoint.
- Town of Rolesville is **18.54%** below the market maximum.

Study Recommendations

Based on the combined findings found from each section of this study and the compensation philosophy for the Town of Rolesville, AutoSolve recommends the following to addresses and resolves recruitment, retention, and compression issues:

- Recommended Implementation date of July 1st, 2025.
- Expand the number of utilized pay plans from one to two, recommending the creation of a General and a Public Safety pay plan.
- Increase the number of total paygrades available from 33 to 35.
- Bring all the grades' range spreads to 70.00%.
- Bring the two proposed pay plan grade minimums to a competitive average in the 55th percentile (top 45%) compared to their operating market.
- Created career ladder's by adding the following classifications: Maintenance Worker II, Administrative Support Specialist II, Accounting Technicians II, and Program Coordinator II.
- Proposing the Implementation Option: **Bring to New Minimum or a 4.30% Increase.** This implementation option adjusts each employee's current salary to the minimum of the new proposed pay grade or if the employee's salary is already at/above their new proposed minimum, the employee will be given a 4.30% increase. The employee will also receive a 4.30% increase if their adjustment to "Bring to New Minimum" is less than a 4.30% increase. All employees will receive at least a 4.30% increase.
- Strategically adjusted 8 employees' salaries found in the Police Sergeant and Lieutenant classification to correct compression within their department.

Recommended Proposed Pay Plans

The following charts found in **FIGURE S4.1** and **FIGRUE S4.2** are the two recommended proposed pay plans for the Town of Rolesville. The proposed pay plans were created to be above average to the Town's market peers. (The towns market peers utilized for this study are found in **FIGURE S3.1** on page 37. The same market peers were solicited for the General and Public Safety pay plans.) All grades, on average were given grade minimums in the 55th percentile (top 45%) compared to the Town's operating market peers.

The proposed pay plans characteristics are as follows:

General Pay Plan

- **Number of Pay Grades:** 21
- **Average Range Spread:** 70.00%
- **Smallest Minimum:** \$43,162.88
- **Largest Maximum:** \$245,675.70
- **Number of Departments:** 8
- **Employees Assigned:** 31

Public Safety Pay Plan

- **Number of Pay Grades:** 14
- **Average Range Spread:** 70.00%
- **Smallest Minimum:** \$55,946.80
- **Largest Maximum:** \$206,689.45
- **Number of Departments:** 2
- **Employees Assigned:** 39

**Figure S4.1
Proposed General Pay Plan**

Grade	Proposed Min	Proposed Midpoint	Proposed Maximum	Range Spread	Min Grade Progression
G1	\$43,162.88	\$58,269.88	\$73,376.89	70.00%	
G2	\$45,321.02	\$61,183.38	\$77,045.73	70.00%	5.00%
G3	\$47,587.07	\$64,242.54	\$80,898.02	70.00%	5.00%
G4	\$49,966.42	\$67,454.67	\$84,942.92	70.00%	5.00%
G5	\$52,464.74	\$70,827.40	\$89,190.07	70.00%	5.00%
G6	\$55,087.98	\$74,368.78	\$93,649.57	70.00%	5.00%
G7	\$57,842.38	\$78,087.21	\$98,332.05	70.00%	5.00%
G8	\$60,734.50	\$81,991.57	\$103,248.65	70.00%	5.00%
G9	\$63,771.22	\$86,091.15	\$108,411.08	70.00%	5.00%
G10	\$66,959.79	\$90,395.71	\$113,831.64	70.00%	5.00%
G11	\$70,307.78	\$94,915.50	\$119,523.22	70.00%	5.00%
G12	\$73,823.16	\$99,661.27	\$125,499.38	70.00%	5.00%
G13	\$77,514.32	\$104,644.33	\$131,774.35	70.00%	5.00%
G14	\$81,390.04	\$109,876.55	\$138,363.06	70.00%	5.00%
G15	\$85,459.54	\$115,370.38	\$145,281.22	70.00%	5.00%
G16	\$89,732.52	\$121,138.90	\$152,545.28	70.00%	5.00%
G17	\$98,705.77	\$133,252.79	\$167,799.81	70.00%	10.00%
G18	\$108,576.35	\$146,578.07	\$184,579.79	70.00%	10.00%
G19	\$119,433.98	\$161,235.87	\$203,037.77	70.00%	10.00%
G20	\$131,377.38	\$177,359.46	\$223,341.54	70.00%	10.00%
G21	\$144,515.12	\$195,095.41	\$245,675.70	70.00%	10.00%

Figure S4.2
Proposed Public Safety Pay Plan

Grade	Proposed Minimum	Proposed Midpoint	Proposed Maximum	Range Spread	Min Grade Progression
PS1	\$55,946.80	\$75,528.18	\$95,109.56	70.00%	-
PS2	\$59,303.61	\$80,059.87	\$100,816.13	70.00%	6.00%
PS3	\$62,861.82	\$84,863.46	\$106,865.10	70.00%	6.00%
PS4	\$66,633.53	\$89,955.27	\$113,277.01	70.00%	6.00%
PS5	\$70,631.55	\$95,352.59	\$120,073.63	70.00%	6.00%
PS6	\$74,869.44	\$101,073.74	\$127,278.05	70.00%	6.00%
PS7	\$79,361.61	\$107,138.17	\$134,914.73	70.00%	6.00%
PS8	\$84,123.30	\$113,566.46	\$143,009.61	70.00%	6.00%
PS9	\$90,853.17	\$122,651.77	\$154,450.38	70.00%	8.00%
PS10	\$96,304.36	\$130,010.88	\$163,717.40	70.00%	6.00%
PS11	\$102,082.62	\$137,811.53	\$173,540.45	70.00%	6.00%
PS12	\$108,207.57	\$146,080.22	\$183,952.88	70.00%	6.00%
PS13	\$114,700.03	\$154,845.04	\$194,990.05	70.00%	6.00%
PS14	\$121,582.03	\$164,135.74	\$206,689.45	70.00%	6.00%

Recommended Pay Grade Assignments

Utilizing both the external market survey and AutoSolve's proprietary ranking analysis conducted on each classification. AutoSolve is proposing the following pay grade assignment for each classification. AutoSolve's proposed pay grade assignments ensures each classification is compensated competitively and fairly externally within the Town of Rolesville's operating market, and internally taking into consideration each classifications required duties, responsibilities, and experience relative to the other classification utilized by the Town.

FIGURE S4.3 and **FIGURE S4.4** illustrate the proposed recommended pay grade for each classification within the General and Public Safety proposed pay plans.

Figure S4.3A
General Pay Plan Grade Assignments

Department	Classification	Proposed Grade
Public Works	Maintenance Worker I	G1
Public Works	Maintenance Worker II	G3
Finance	Accounting Technician I	G4
Finance	Administrative Support Specialist I	G4
Fire	Administrative Support Specialist I	G4
Parks & Recreation	Administrative Support Specialist I	G4
Police	Administrative Support Specialist I	G4
Planning	Permit Technician	G5
Finance	Accounting Technician II	G6
Public Works	Maintenance Worker III (Lead)	G6
Multiple Departments	Administrative Support Specialist II	G6
Parks & Recreation	Program Coordinator I	G8
Police	Executive Analyst	G9
Human Resources	Human Resources Analyst	G9
Public Works	Operations Coordinator	G9
Planning	Planner I	G9
Finance	Accountant	G10
Administration	Communications Specialist	G10
Parks & Recreation	Program Coordinator II	G10
Public Works	Stormwater Technician	G10
Planning	Planner II	G11
Administration	Town Clerk	G11

Figure S4.3B
General Pay Plan Grade Assignments

Department	Classification	Proposed Grade
Parks & Recreation	Parks Superintendent	G12
Administration	Capital Projects Manager	G13
Planning	Assistant Planning Director	G16
Economic Development	Economic Development Director	G17
Human Resources	Human Resources Director	G18
Parks & Recreation	Parks And Recreation Director	G18
Planning	Planning Director	G18
Public Works	Public Works Director	G18
Finance	Finance Director	G19
Administration	Assistant Town Manager	G21

Figure S4.4
General Pay Plan Grade Assignments

Department	Classification	Proposed Grade
Fire	Fire Cadet	PS1
Police	Police Cadet	PS1
Fire	Firefighter I	PS2
Police	Police Officer I	PS2
Fire	Firefighter II	PS3
Police	Police Officer II	PS3
Police	Master Police Officer	PS4
Police	Senior Police Officer	PS5
Fire	Fire Lieutenant	PS7
Police	Police Sergeant	PS7
Fire	Fire Captain	PS8
Police	Police Lieutenant	PS8
Fire	Fire Division Chief	PS10
Police	Police Captain	PS10
Fire	Fire Chief	PS13
Police	Police Chief	PS14

Recommended Implementation Option

AutoSolve is recommending the implementation option “**Bring to New Minimum or an increase of 4.30%**”. This implementation option adjusts employee’s current salary to the minimum of their classification’s new proposed pay grade. This option will also apply an increase of 4.30% if an employee’s current salary is already at or above their new proposed grade minimum. The employee will also receive a 4.30% increase if their adjustment to “Bring to New Minimum” is less than a 4.30% increase. With this implementation option, all employees will receive at least a 4.30% increase.

AutoSolve is recommending the 4.30% increase based on the average per capita income increases in Wake County, NC over the past ten years, (*Excluding Covid Outlier Years**), as shown in **FIGURE S4.5**. Per capita income is the measure of the average income earned in a specific geographic area divided by the area’s population. This number considers real wages earned year to year that have received cost of living adjustments. This proposed 4.3% increase, along with the proposed pay scales includes a cost-of-living adjustment needed for the Town of Rolesville to remain competitive in the market.

The total recommended implementation cost is \$348,947.53. The implementation will affect all 71 employees with 45 employees receiving a 4.30% increase, 17 employees being brought to their new pay grade minimum, and 8 employees given customized increases to account for compression occurring within their department. **FIGURE S4.6** illustrates a cost breakdown of the recommended implementation option.

Figure S4.5
Historical Per Capita Income (Wake County, NC)

Year	Per Capita Income	Percentage Change
2013	\$48,263.00	-
2014	\$50,596.00	4.83%
2015	\$53,186.00	5.12%
2016	\$54,318.00	2.13%
2017	\$55,813.00	2.75%
2018	\$59,788.00	7.12%
2019	\$61,967.00	3.64%
2020	\$65,892.00	6.33%
2021	\$74,254.00	12.69%
2022	\$77,172.00	3.93%
2023	\$81,322.00	5.38%

Average:	5.39%
Average Without Outliers (2020, 2021):	4.36%

Figure S4.6
Bring to New Minimum or an increase of 4.30%
Implementation Cost

Implementation Option - With Compression Adjustment	Cost	Number Of Employees Affected	Average Change Per Employee	Average Percent Increase
Bring to New Minimum or a 4.30%	\$348,947.53	71	\$4,914.75	6.50%

Compensation Management System and Periodic Maintenance

Accompanying our recommendations, is an Employee Management System that will assist the Town in the implementation and maintenance of the new compensation system. This management system will provide per employee implementation cost estimates. It will also aid in implementing and estimating cost for future pay plan increases.

The proposed system will need periodic maintenance over the next two to three years. Without maintenance, the competitiveness of the system will decrease, and the same retention/recruitment pitfalls will increase once again. AutoSolve strongly recommends the Town to perform a complete compensation and classification study at least every three years.

Conclusion

This concludes the Comprehensive Compensation and Classification study for the Town of Rolesville, NC performed by AutoSolve, Inc. AutoSolve proposed a new compensation system that addresses and resolves the retention, recruitment, and compression issues found within the Town's current compensation system. The proposed compensation system was created to be competitive relative to the Town's operating market, which will allow the Town of Rolesville to recruit and retain the best talent possible.

PROPOSED ORDINANCE

ORDINANCE #2025 - 10

AN ORDINANCE TO AMEND THE ENFORCEMENT PROVISIONS OF THE CODE OF ROLESVILLE, NORTH CAROLINA

WHEREAS, N.C. Gen. Stat. § 160A-175 authorizes the Town to impose fines and penalties for violation of its ordinances, and to secure injunctions and abatement orders to further ensure compliance with the Town's ordinances; and

WHEREAS, the Town Board of Commissioners finds that the existing enforcement provisions of the Town Code are insufficient to meet the changing needs of a growing municipality.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA that:

SECTION 1. Section 10.99 of the Code of Rolesville, North Carolina (the "Code") is hereby deleted in its entirety and replaced with the following language:

§ 10.99. GENERAL PENALTY.

(a) Civil Penalties:

(1) Any person, firm or corporation violating any of the provisions of any section or division of this Code or the Rolesville Land Development Ordinance (the "LDO") for which no other sanction or penalty is provided, shall be subject to a civil penalty of up to two hundred fifty dollars (\$250.00) for an initial violation. Each calendar day on which a continuing violation occurs shall constitute a separate violation under this subsection. For each subsequent violation occurring within twelve (12) months of any other violation, the violator shall be subject to a civil penalty of five hundred dollars (\$500.00) per violation.

(2) If a Person fails to pay any civil penalty within thirty (30) days after it is assessed, the Town may recover the penalty, together with all costs allowed by law, by filing a civil action in the General Court of Justice in the nature of a suit to collect a debt.

(3) The Police Department and the Planning Department are authorized to issue civil penalty citations to enforce this section.

(b) Criminal Penalties:

(1) Generally. Any person, firm or corporation violating any of the provisions of any section or division of this Code for which no other

sanction or penalty is provided or failing or neglecting or refusing to comply with same, shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00) or imprisonment not to exceed 30 days.

(2) Operation of Vehicles. Any person, firm or corporation violating any of the provisions of any section or division of this Code regulating the operation or parking of vehicles, shall be responsible for an infraction and shall be required to pay a penalty of not more than fifty dollars (\$50.00).

(c) Injunctive and Equitable Relief:

As an additional remedy, this Code and the LDO may be enforced, either before or after the institution of any other action or proceeding authorized by this subsection, by an action for injunctive relief to restrain or abate the violation or to obtain other equitable relief as allowed by law. The action shall be brought in the appropriate division of the General Court of Justice. The institution of an action for injunctive relief shall not relieve any party to such proceeding from any civil or criminal penalty prescribed for violations of this chapter. This chapter may also be enforced through any appropriate equitable remedy.

(d) Enforcement:

In addition to other remedies, this chapter may be enforced by any one, all, or a combination of the remedies set out herein.

SECTION 2. All laws and clauses of laws in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 3. If this Ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given separate effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 4. The provisions of this Ordinance shall not affect any act heretofore done, any liability incurred, any right accrued or vested, or any suit or prosecution begun or cause of action accrued prior to the effective date of this Ordinance.

SECTION 5. This ordinance shall be enforced as provided in N.C. Gen. Stat. § 160A-175 and as may otherwise be provided by the Code. All criminal sanctions shall be the maximum allowed by law notwithstanding any current limit set forth by N.C. Gen. Stat. § 14-4(a) or similar limitations.

SECTION 6. This Ordinance shall become effective upon its adoption.

This, the _____ day of _____ 2025.

Ronnie I. Currin, Mayor

CERTIFICATION

The undersigned hereby certifies that she is the town clerk of the Town of Rolesville, a North Carolina municipal corporation; and that the foregoing is a true and correct copy of the ordinance duly adopted at a regular meeting of the Rolesville Board of Commissioners by a vote of _____ to _____ on the _____ day of _____ 2025, at which a quorum was present and acting.

Christina Ynclan, Town Clerk

[Town Seal Above]



**RESOLUTION 2025-R-08 OF THE ROLESVILLE BOARD OF COMMISSIONERS
OPPOSING LEGISLATIVE PREEMPTION OF LOCAL GOVERNMENT PLANNING AND ZONING**

WHEREAS, multiple bills have been introduced in the 2025 session of the North Carolina General Assembly, that undermine the fundamental authority for local planning and zoning and the ability of local elected officials to manage community growth as expressed by Rolesville's residents for more than 30 years of community participation and input into Rolesville's Comprehensive Plan; and

WHEREAS, these bills have been introduced without consultation with municipal elected officials, planning staff or local constituents on the negative impact they will have on community growth, property values, preserving community character and sound community planning; and

WHEREAS, these bills usurp current town planning and zoning ordinances that promote the health, safety, and general welfare of the residents of the Town of Rolesville through its thoughtful and deliberate approach to manage growth as expressed in a number of our local planning documents including the town's comprehensive land use plan, small area plans, overlay development plans, greenway plan, parks master plan and other adopted plans; and

WHEREAS, this legislation would largely undo years of thoughtful and consistent local land-use planning and regulation, remove necessary local regulatory standards and in many cases allow unregulated development inconsistent with current local planning and zoning ordinances; and

WHEREAS, this legislation imposes inflexible rules statewide without regard to the differences between North Carolina's small towns and larger cities and how these rules will affect each community differently, often with negative consequences; and

WHEREAS, proposed changes in the local planning and zoning approval process will severely restrict or destroy the ability for residents to participate in the planning and zoning process; and

WHEREAS, provisions in this legislation will subject locally elected and appointed officials to the threat of legal retribution having a chilling effect of discouraging well-intentioned individuals from serving in public office.

NOW, THEREFORE, BE IT RESOLVED, that the Rolesville Board of Commissioners urges the sponsors of this legislation to reconsider SB495, SB497, SB499, SB688 and HB765 and to consult with local municipalities to develop meaningful and appropriate solutions that do not usurp local authority and to respect the interest of the residents they represent.

BE IT FURTHER RESOLVED that the Town of Rolesville calls upon local elected officials and residents across the state to voice their concerns to the North Carolina General Assembly and advocate for the preservation of local planning and zoning authorities that align with local community values and sound long-term development goals.

Adopted and effective this the 6th day of May 2025 by the Rolesville Board of Commissioners.

Ronnie I Currin, Mayor

ATTEST:

Christina Ynclan, Town Clerk