



Board of Commissioners
Regular Meeting
August 6, 2024 – 7:00 PM
502 Southtown Circle, Rolesville, NC 27571

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Proclamations and Awards
 - 4.a. National Senior Citizens Day
 - 4.b. Honoring Estella Seworth on the Occasion of Her 100th Birthday.
5. Consider Approval of the Agenda
6. Consider Approval of the Consent Agenda:
 - 6.a. Consent: Minutes of July 9th and July 24th (EWLGA).
 - 6.b. Consent: Community Group Funding.
 - 6.c. Consent: Revised Chamber Memorandum of Understanding (MOU).
 - 6.d. Consent: Request to waive Town Code 113.5 *Alcoholic Beverages* provision for the 2024 Rolesville Chamber BB@Q & Bands Event September 28th at Main Street Park.
 - 6.e. Consent: ANX-23-04 (200 School Street) Call for Legislative Hearing for Voluntary Annexation Petition and Rezoning Map Amendment for PIN 1758479244.
 - 6.f. Consent: Direct the Clerk to investigate the sufficiency of Voluntary Annexation ANX-24-02 – Merritt Property and Call for Public Hearing for September 17, 2024.
7. Public Invited to be Heard

Individuals wishing to speak during the Public Invited to be Heard proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.
8. Town Board Liaison Reports
 - 8.a. Commissioner Alston – Veterans
 - 8.b. Commissioner Long – Public Safety
 - 8.c. Commissioner Paul – Senior Citizens
 - 8.d. Commissioner Sneed – Planning Board
 - 8.e. Commissioner Vilga – Parks & Recreation Advisory Board

9. Communication from Town Staff

- 9.a. Planning Department - Meredith Gruber, Director
- 9.b. Community & Economic Development - Mical McFarland, Director

10. Old Business

NONE

11. New Business

Hearings

- 11.a. Legislative Hearing: ANX-24-03 and REZ-24-03 for Voluntary Annexation Petition and Rezoning Map Amendment for PIN 1758479244.
- 11.b. Legislative Hearing: TA-24-01 Land Development Ordinance (LDO) Amendments to Residential High Development Standards, Off-Street Parking Requirements, and Definitions.

End of Hearings

- 11.c. Acceptance of Bids for Farm Entrance.
- 11.d. Kalas Falls Reimbursement Agreement Discussion.

12. Communications

- 12.a. Town Attorney
- 12.b. Town Manager
- 12.c. Town Board

13. Closed Session Pursuant to NCGS 143-318.11.(a)(3) to Preserve the Attorney-Client Privilege and NCGS 143-318.11.(a)(6) Personnel.

14. Adjourn

Future Meetings Document



**Proclamation
Proclaiming August 21, 2024 as
“National Senior Citizens Day”**

WHEREAS, on August 21, 1988, then President Ronald Reagan proclaimed the day National Senior Citizens Day with Proclamation #5847, stating “For all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older — places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.”; and

WHEREAS, many traditions exist when it comes to senior citizens as many of our traditions growing up were set by them; and

WHEREAS, in 2020 the number of people aged 60 and above outnumbered children younger than five years; and

WHEREAS, by year 2050, the increase in population of 60+-year-olds will be 22%; and

WHEREAS, 3.6% of people over 65 years old are in nursing homes; and

WHEREAS, 4 in 5 older adults will battle at least one chronic illness; and

WHEREAS, 50% of elderly people battle at least two chronic diseases; and

WHEREAS, one in three elderly people do not get any physical activity at age 75 and above; and

WHEREAS, over 1/3 of federally subsidized housing is occupied by elderly people; and

WHEREAS, senior citizens are the fastest growing demographic on the social platform Facebook; and

WHEREAS, elderly family and friends have a lifetime’s worth of experiences and stories are and are an invaluable resource for wisdom, knowledge and advice; and

WHEREAS, senior citizens make more charitable donations than any other age group, volunteer their time and look out for their loved ones

NOW, THEREFORE, BE IT RESOLVED that I, Ronnie I. Currin, Mayor, do hereby proclaim the 21st day of August 2024 as “National Senior Citizens Day” in Rolesville and from this day and beyond, we call upon all Rolesville citizens to celebrate older adults for their contributions, support their independence, and recognize their unparalleled value to our community.

ADOPTED August 6, 2024.

Ronnie I. Currin, Mayor



Proclamation of the Town of Rolesville

Recognizing Estella Seworth

WHEREAS, Estella Seworth will be honored by friends and relatives on the occasion of her 100th birthday on August 3, 2024; and

WHEREAS, she was born July 31, 2024 in Pitt County, North Carolina to Elisha and Betty Crandall; and

WHEREAS, Ms. Seworth was born 6th of 14 children; and

WHEREAS, Ms. Seworth's school years ended with the completion of 8th grade, after which she became the family seamstress; and

WHEREAS, she became the wife of S. T. Jackson at the age of 17 and was blessed with 7 girls by the age of 28; and

WHEREAS, Ms. Seworth instilled the value of education in her daughters, who all went on to earn college degrees; and

WHEREAS, Ms. Seworth became widowed at the age of 41; and

WHEREAS, Ms. Seworth received her GED at the age of 57 and continued working until the age of 80; and

WHEREAS, Ms. Seworth has been a Rolesville resident since 2013; and

WHEREAS, seventeen United States Presidents have been in office in her lifetime, and she has lived during one of the most eventful centuries of this world's history.

NOW THEREFORE, I, Ronnie I. Currin Mayor of the Town of Rolesville do hereby deem it an honor and pleasure to extend this Proclamation to Estella Seworth on the occasion of her 100th birthday, with sincere congratulations and best wishes for many more happy, healthy, and productive years.

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Rolesville to be affixed this July ____, 2024.

Ronnie I. Currin, Mayor



**Board of Commissioners
Regular Meeting**
July 9, 2024 – 7:00 PM
502 Southtown Circle, Rolesville, NC 27571

Minutes

Present: Mayor Ronnie Currin
Commissioner Dan Alston
Commissioner Michael Paul
Town Manager Eric Marsh
Deputy Town Attorney Erin Catlett
Human Resources Director Lisa Alston
Mayor Pro Tem April Sneed
Commissioner Lenwood Long
Commissioner Paul Vilga
Town Clerk Robin Peyton
Police Chief David Simmons

1. [Call to Order](#)

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

2. [Pledge of Allegiance](#)

Mayor Currin led the Pledge of Allegiance

3. [Invocation](#) – Steve Davis, Bethlehem Baptist Church
Pastor Davis gave the invocation

4. [Proclamations and Awards](#)

Parks and Recreation Month

Commissioner Vilga, Liaison to the Parks & Recreation Advisory Board, read aloud the Proclamation for Parks and Recreation Month

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

Moved by Commissioner Long to approve the agenda; seconded by Commissioner Alston. Motion to approve carried by unanimous vote.

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

Moved by Commissioner Vilga to approve the Consent Agenda as presented and consisting of the following:

- 6.a. Consent: Minutes of May 7th, May 21st, June 4th and June 18th.
- 6.b. Consent: Powell Bill Street List.
- 6.c. Consent: Strategic Plan.
- 6.d. Consent: ANX-24-03, PIN 1758479244 - Call to Investigate Sufficiency and Call for a Legislative Hearing to be held August 6, 2024
- 6.e. Consent: ANX-23-04, 200 School Street - Call to Investigate Sufficiency

Motion to approve Consent Agenda seconded by Commissioner Paul and carried by unanimous vote.

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

NONE

8. Town Board Liaison Reports

8.a. [Commissioner Alston – Veterans](#)

- July 9th marks the 106th anniversary of the Warrant Officer Corps.
- Navy Talent Acquisition Group is holding a retirement event for Navy Commander Ian Lopez on July 12th at 10:00 a.m. at North Carolina State University McKinnon Center, 101 Gorman Street, Raleigh, NC.
- Commander Lopez is a resident of Rolesville.
- Veteran Bridge Home will hold a // event on Thursday, July 25th at the Steven A Cohen Military Family Center at Centerstone, 3505 Village Dr, Fayetteville, NC.
- Sergeant C. J. Jones of Grit City Boxing & Fitness, 8813 Gulf Ct # F, Raleigh, NC 27617, is offering free boxing classes to Veterans and their dependents on Wednesdays from 2:00 p.m. to 3:00 p.m. and on Saturdays at 12:00 p.m.
- Coffee with a Veteran meets every third Saturday of the month at ARISE but this month will be held July 20th and hosted by Disabled American Veterans Wake County Chapter 1.
- Veterans fellowship breakfast will be held at I HOP at 9:30 a.m. on the last Wednesday of the month.
- The Joel Fund is starting their Fall Operation Art Session on August 5th through September 13th. Registration begins July 11th. The Joel Fund Veterans Coffee Connection will be held on Wednesday, July 24th at 8:30 a.m. at 822 S. White Street, #106, Wake Forest.
- The Rolesville Men’s Bible Study is each Tuesday from 7:00 p.m. to 9:00 p.m.

8.b. [Commissioner Long – Public Safety](#)

- Second week of the NC Governors Highway Safety Program. Our officers cited 104 traffic violations in the first week of July alone.
- The Popsicles with Police program is underway. Officers will be out at the town’s parks with coolers containing popsicles for these popup events so please stop and have a popsicle and a chat with them.
- October 1st – National Night Out.
- Helmet Safety Citation Program is underway. If an officer spots a child operating a bicycle while wearing a helmet the officer will issue the child a “citation” good for an ice cream/small meal at McDonalds in Rolesville.
- Working through Rolesville Rural Fire Department unification and have entered the second phase following the Resolution signing with the town on June 4th.

8.c. [Commissioner Paul – Senior Citizens](#)

- June 14th Commissioner Paula and Mayor Currin attended a round-table discussion in Wake County on Senior housing in Wake County and specifically in the Rolesville district. The event was hosted by North Carolina State Representative James Roberson and was well attended. At the event, Commissioner Paul presented a high-level review of the senior affordable housing project currently being worked on. The presentation was overwhelmingly and positively received.

- Forming an advisory committee with Rolesville citizens to address senior affordable housing issues and other issues affecting our senior community. The first meeting will be in September.
- Senior Citizens page is now on the [town's website](#).
- A survey to request input on the livability of our town is to be carried out soon. More to come on that.
- The Senior Network has a calendar of events. Please follow <https://www.theseniornetwork.org/events> for more details.
- For information on Senior events sponsored by the Town of Rolesville Parks and Recreation Department follow: <https://www.rolesvillenc.gov/parks-recreation>.

8.d. [Commissioner Sneed – Planning Board](#)

- The Planning Board met on June 24th.
- The board discussed age-restricted dwellings and a needed amendment to the Land Development Ordinance regarding age-restricted lots to include a maximum of eight dwelling units per square acre for age-restricted lots. And a lot width of 40' for single-family detached age-restricted, and 4000' sq. ft. and 1,900 sq. ft. (minimum area) for single-family detached age-restricted.
- New Planning staff member Tanner Hayslette presented a residential inventory project he is working on which outlined the approximate 9,186 lots that are approved and expected to be built out in the next ten years. The lots were 7,182 single-family and 2,000 townhome lots respectively.
- Tanner is also working on a flowchart that walks the public and developers through the stages of development from initial application submission to approval to be built.
- The Planning Department has signed a lease for 200 N. Main Street which will provide a much-needed six offices for the Planning Department. The anticipated move-in date is the first week of August pending receipt of internet technology and furnishings.

8.e. [Commissioner Vilga – Parks & Recreation Advisory Board](#)

- Parks and Recreation Advisory Board met on June 26th.
- Farm entrance is out for bid.
- Hired a new athletic coordinator.
- Revised upcoming events. Reviewed recent events: Memorial Mile, Juneteenth, Litter Sweep, and 4th of July.
- Revised a proposed layout for Pine Glo development.

9. Communication from Town Staff

[Human Resources Director Lisa Alston reported on the following:](#)

- Team Rolesville Construction Plan.
- After passing out actual bricks to everyone including audience members, Ms. Alston asked the recipients to write on the brick what is important to them and what brought them to the meeting this evening.
- The bricks, though similar, are not perfect and represent team Rolesville. The bricks, along with what is written on them will be taken back to the staff development team to discuss.
- The mortar that holds the bricks together is the employees. They are what hold the foundation together.
- 6 steps of construction ultimately leading to close out to the occupants. The employees are the occupants in the illustration.

- Learning that works / CTE program.
- Discussion held on hiring an Assistant Town Manager.

10. Old Business

NONE

11. New Business

11.a. [Community Group Funding.](#)

Following an explanation of the program, Commissioner Vilga reported that the application review committee for the Community Group Funding recommended the following be awarded:

- i. Rolesville High School Band.....\$2,500. + \$500
- ii. Thorne to Rose.....\$2,500.
- iii. Village Church Rolesville\$5,000
- iv. Wake County DAV.....\$1,500

Moved by Commissioner Vilga to recommend funding the organizations outlined for the amounts indicated. Following discussion, the motion as amended to recommend an additional \$500 (remaining in the budget) be awarded to Rolesville High School Band; seconded by Commissioner Alston. Motion to recommend award funding to the organizations outlined by Commissioner Vilga for the amounts indicated carried by unanimous vote. Final approval to come as a Consent Agenda item for the board’s consideration at its August 6, 2024 Town Board meeting.

11.b. [Appointments to the Planning Board and Board of Adjustment.](#)

Moved by Mayor Pro Tem Sneed to appoint Frank Pearce who will vacate his position on the Board of Adjustment to serve the remaining ETJ term vacated by Steve Hill on the Planning Board with the term ending December 31, 2024 and appoint Board of Adjustment applicant Daniel Fox to the vacated Board of Adjustment position ending December 31, 2025; seconded by Commissioner Alston. Motions to appoint carried by unanimous vote.

12. Communications

12.a. [Town Attorney](#)

NONE

12.b. [Town Manager](#)

- Provided updates on Community Projects (federal level) funding.
- Provided an update on Kalas Falls development special use permit condition for road improvements on Rolesville Road and expenses/credits.

12.c. Town Board

NONE

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

Moved by Commissioner Vilga to enter closed session pursuant to NCGS 143-318.11(a)(6) to discuss a personnel matter; seconded by Commissioner Paul Motion to enter closed session carried by unanimous vote. Town Board entered closed session at 8:30 a.m.

14. Adjourn

Following the board's return from Closed Session and there being no further business, Mayor Currin adjourned the meeting at 10:18 p.m.

Ronnie I. Currin, Mayor

ATTEST:

Robin E. Peyton, Town Clerk



East Wake Local Government Association

July 24 2024

6:30 p.m.

MINUTES

(Dinner served prior to meeting)

Present: Mayor Ronnie Currin
Commissioner Dan Alston
Commissioner Michael Paul
Town Manager Eric Marsh
Mayor Pro Tem April Sneed
Commissioner Lenwood Long
Commissioner Paul Vilga
Town Clerk Robin Peyton

Also Present were the boards/councils of Zebulon, Knightdale and Wendell as well as administrative staff.

1. Welcome/Call to Order

Mayor Currin called the meeting to order and welcomed those present.

2. Presentations

2.a. Don Mial – Wake County Commissioner, District 1

Commissioner Mial reported that Wake County is expanding hours and staff at nature preserves, helping bring new fire stations to eastern Wake County municipalities, working to bring a new library to Rolesville, assisting with renovations of libraries in Knightdale, Wendell, and Zebulon.

On the topic of affordable housing, Wake County Commissioner Mial reported that the county is about 65,000 units short, and that the county's responsibility is to help build schools and not fund teacher's salaries as feels that should be borne by legislation.

Farmland preservation was an additional topic.

Lastly Commissioner Mial encouraged the municipalities to have shovel ready property and reminded everyone not to overlook substance abuse (County passed

an ordinance stating that Vape Shops cannot be located within a certain distance from schools).

2.b. Mayor Ronnie I. Currin – Town of Rolesville

Mayor Currin gave a comprehensive presentation on how the watershed splits Rolesville in half and the impact this has on Rolesville. Mayor Currin shared the following document as emphasis:



Watershed Overlay Summary

Section 4.2 of Rolesville's Land Development Ordinance (LDO) includes provisions for development in the Watershed-II balance of the watershed areas for the Little River Watershed within Rolesville's zoning jurisdiction. In order to maintain a predominantly undeveloped land use pattern, single family residential uses shall be allowed at one (1) dwelling unit per 40,000 square feet with a maximum impervious area of twelve (12) percent. Exceptions to density and impervious area requirements may be made as a Special Intensity Allocation (SIA). The Rolesville Board of Commissioners is authorized to approve SIAs consistent with the provisions of the LDO.

Allowed Uses

Uses allowed in the Watershed Overlay include:

- Agricultural Uses,
- Single Family Uses,
- Assembly Church,
- Lodge or Private Club,
- Family Care Facility,
- Home Occupations,
- Schools,
- Day Care,
- Medical Facility,
- Parks/Public Recreation Facilities,
- Minor and Major Utility,
- Residential Care,
- Signs,
- Public Facilities,
- Accessory Uses to the above uses,
- And market and sales of produce and seasonal goods.



Density and Built-Up Limits

Single Family (Not in Special Intensity Area) development density shall not exceed one (1) dwelling unit per 40,000 square feet. Conservation subdivisions have the same development density, and lot size may be reduced by no more than fifty (50) percent of the lot size in the underlying zoning district; the minimum protected open space for these subdivisions is fifty (50) percent of the gross tract area.

Single Family (Special Intensity Area) development may be up to ten (10) percent of the balance of the watershed area, up to seventy (70) percent built upon area, on a project-by-project basis.

Other Residential and Non-Residential development may be up to twelve (12) percent built upon area on a project-by-project basis. Up to ten (10) percent of the balance of the watershed area may be developed for non-residential uses up to seventy (70) percent built upon area on a project-by-project basis.

3. Round-Robin updates from each municipality

Each municipality took turns sharing the victories and challenges they experienced since the last meeting held January 31, 2024 in Knightdale.

4. Adjourn

There being no further business, the meeting was adjourned.

Ronnie I. Currin, Mayor

ATTEST:

Robin E. Peyton, Town Clerk



Memo

To: Mayor and Town Board
From: Robin Peyton, Town Clerk
Date: July 30, 2024
Re: Agenda Item #6.b. Community Group Funding

Background

The Town Board, at this July 9, 2024 meeting, considered recommendations for Community Group Funding awards put forth by application review committee members Mayor Pro Tem Sneed and Commissioner Vilga.

Four applications were received and contained varied requests for funds from the FY2024/2025 budgeted amount of \$12,000.

The applications received, amounts requested, and awards recommended were as follows:

Applicant	Request	Recommendation
Rolesville High School Band	\$2,500	\$3,000*
Thorne to Rose	\$2,500	\$2,500
Village Church Rolesville	\$5,000	\$5,000
Wake County DAV	\$1,500	\$1,500

Please note that a recommendation has been put forth to award an additional \$500 to the Rolesville High School Band, above what they requested, following discussion and subsequent motion occurring in the July 9, 2024 Town Board Regular Meeting.

A formal vote to approve these recommended awards is needed.

The next request for applications for the FY2025/2026 program will be advertised in January 2025 and will extend to March 15, 2025.

Recommended Action

Move to approve the award of Community Group funds as recommended by the review committee.

Move to approve differing amounts (specify recipients/amounts) at the Town Board's discretion.



Memo

To: Mayor Currin and Rolesville Town Board
From: Mical McFarland, Economic Development Director
Date: August 6, 2024
Re: Consent Agenda Item #6.c. Rolesville Chamber of Commerce Memorandum of Understanding (MOU) revision

Background

Each year, the Town of Rolesville and Chamber of Commerce enter into a Memorandum of Understanding (MOU) highlighting the partnership and coordination of activities and events between the two entities. The MOU also states the agreed upon financial contribution from the Town to the Chamber to support small businesses, entrepreneurship, and economic development. The Town Board approved the FY24-25 MOU in June.

The Chamber reached out to staff realizing that the final version of the “Contribution Chart” of the MOU wasn’t presented to the Town Board when approved in June. There is a minor change request: Rolesville Business Saturday will not be taking place this year, and the Chamber would like the \$500 allocated to it to go towards the Military Appreciation Luncheon instead, so that the total contributed for the Military Luncheon is \$1,000. This does not change the Town’s total dollar amount approved overall.

Attached herein is the previously approved MOU as well as a redlined version showing the above revision.

Recommended Action

Staff recommends approval of the revised MOU to continue partnering with and supporting the Chamber of Commerce and programs that promote economic development and a good business climate in Rolesville.

Attachments

1. Previously approved MOU
2. Revised MOU

Memorandum of Understanding (MOU)
Between the Town of Rolesville and the Rolesville Chamber of Commerce
Fiscal Year 2024-2025

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

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

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

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

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

The Town agrees to:

1. Remain a member of the Chamber of Commerce and pay annual dues for the Visionary Partner level in the amount of \$460.
2. Contribute to the Chamber **\$28,000** throughout the fiscal year. Attached is a chart showing the fiscal participation by the Town per line item.
3. Provide the use of Council Chamber space at Town Hall for a total of 48 hours at no cost. Reservation and use can be any date and time when no prior reservations or scheduled use exist.
4. Provide the use of the Community Center space at Town Hall for a total of 40 hours at no cost. A "Facility Use Request" should be submitted at least two (2) months in advance, and the Chamber must use the Town's standard rental form and abide by the conditions for the rental including cleaning. Scheduling for this will need to work around any classes or paying reservations established prior to the Chamber's Facility Use Request application.
5. Make available four (4) off-duty police officers throughout nine (9) hours for the annual BBQ event.
6. Provide at least fifteen (15) police officers throughout four (4) hours for the Christmas Parade. This will be an in-kind donation by the Town absorbing the cost.
7. Provide the use of Town facilities for existing members of the Rolesville Chamber of Commerce at the resident rate of \$45 per hour (2 hour minimum) when no prior reservations or scheduled use exists. For rentals after office hours, weekends, and/or holidays, an additional \$15 per hour will be charged for staffing. The maximum opportunities for the reduced reservation shall not exceed six (6) events within the term of this agreement. Facility use reservations shall be submitted by the Chamber of Commerce staff at least two (2) months prior to the requested date.
8. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

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


- a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
 - b. The Youth Leadership Program, helping to educate the community's youth learn more about our community, assume leadership roles in our schools, and to become more involved in Rolesville's civic, cultural, economic development, and philanthropic organizations and groups.
 - c. Local Business Retention and Expansion (BRE) in partnership with the Town's Community & Economic Development Manager to engage and support the local business community and promote economic development.
 - d. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and create a good business climate in Rolesville. Events include Rolesville Business Saturday, Women's Leadership Brunch, and a Military Appreciation Luncheon.
 - e. Development of resources to promote the Town, such as a Rolesville Community Guide and a "Welcome Wagon" packet of information for new residents.
2. Provide the Town of Rolesville twelve (12) tickets to their annual dinner.
 3. Provide the Town of Rolesville six (6) tickets to the Women's Leadership Brunch.
 4. Provide the Town of Rolesville premium advertisement on all marketing material produced. This includes banners, programs, and printed ads for the annual BBQ event, Christmas Parade, Golf Tournament, Military Appreciation Event, Women's Leadership Brunch, Rolesville Business Saturday, and the Annual Dinner.
 5. Provide the Town space in the Christmas parade and one parade float free of charge.
 6. Pay the current off-duty rate directly to the four (4) police officers (to be determined) for the nine (9) hours service at the annual BBQ event.
 7. Provide premium sponsorship advertising and one foursome team registration at the annual Chamber Golf Tournament.
 8. Rollover \$4,000 from MOU 2023-2024 allocated for the 2023 BBQ Event to the 2024 BBQ Event.
 9. Per the provisions of N.C. General Statute 55A-16-24, provide annual financial statements to the Town, as well as a report of activities showing how the funds received from the Town of Rolesville are being used. Documents are to be received prior to the signing of the subsequent fiscal year's MOU.

This agreement is effective from the date of execution until June 30, 2025. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this 4th day of June by the Town of Rolesville Board of Commissioners

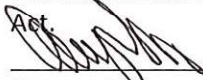


 Town of Rolesville
 Mayor



 Rolesville Chamber of Commerce
 Chair

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



 Finance Officer

6/10/24

 Date

**Town of Rolesville Contribution to the Rolesville Chamber of Commerce
Fiscal Year 2024-25**

Programs	Allocation
• Launch Rolesville	\$4,550
• Business After Hours	\$1,500
• Lunch and Learn Series	\$1,500
• Ambassador Program	\$500
• Youth Leadership	\$2,200
Events	
• Annual Dinner	\$2,350
• Rolesville Business Saturday	\$500
• BBQ & Bands	\$2,600
• Christmas Parade	\$2,100
• Golf Tournament	\$2,600
• Military Appreciation Event/Luncheon	\$500
• Women's Leadership Brunch	\$1,850
Organizational Expenses	
• Website, Technology & Branding	\$2,250
• Welcome Wagon	\$1,500
• Insurance (for events)	\$1,500
Total Allocation	\$28,000

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

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4. Provide the use of the Community Center space at Town Hall for a total of 40 hours at no cost. A “Facility Use Request” should be submitted at least two (2) months in advance, and the Chamber must use the Town’s standard rental form and abide by the conditions for the rental including cleaning. Scheduling for this will need to work around any classes or paying reservations established prior to the Chamber’s Facility Use Request application.
5. Make available four (4) off-duty police officers throughout nine (9) hours for the annual BBQ event.
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7. Provide the use of Town facilities for existing members of the Rolesville Chamber of Commerce at the resident rate of \$45 per hour (2 hour minimum) when no prior reservations or scheduled use exists. For rentals after office hours, weekends, and/or holidays, an additional \$15 per hour will be charged for staffing. The maximum opportunities for the reduced reservation shall not exceed six (6) events within the term of this agreement. Facility use reservations shall be submitted by the Chamber of Commerce staff at least two (2) months prior to the requested date.
8. Share use of/access to EastWakeTV to support and promote the Town and Rolesville businesses.

The Chamber agrees to:

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

- a. Launch Rolesville, a program which supports and promotes entrepreneurship and small business development in Rolesville.
 - b. The Youth Leadership Program, helping to educate the community's youth learn more about our community, assume leadership roles in our schools, and to become more involved in Rolesville's civic, cultural, economic development, and philanthropic organizations and groups.
 - c. Local Business Retention and Expansion (BRE) in partnership with the Town's Community & Economic Development Manager to engage and support the local business community and promote economic development.
 - d. Participation with the Town to communicate and organize activities and events that market Rolesville as a great place to do business, promote tourism, help recruit new business, and create a good business climate in Rolesville. Events include ~~Rolesville Business Saturday~~, Women's Leadership Brunch, and a Military Appreciation Luncheon.
 - e. Development of resources to promote the Town, such as a Rolesville Community Guide and a "Welcome Wagon" packet of information for new residents.
2. Provide the Town of Rolesville twelve (12) tickets to their annual dinner.
 3. Provide the Town of Rolesville six (6) tickets to the Women's Leadership Brunch.
 4. Provide the Town of Rolesville premium advertisement on all marketing material produced. This includes banners, programs, and printed ads for the annual BBQ event, Christmas Parade, Golf Tournament, Military Appreciation Event, Women's Leadership Brunch, Rolesville Business Saturday, and the Annual Dinner.
 5. Provide the Town space in the Christmas parade and one parade float free of charge.
 6. Pay the current off-duty rate directly to the four (4) police officers (to be determined) for the nine (9) hours service at the annual BBQ event.
 7. Provide premium sponsorship advertising and one foursome team registration at the annual Chamber Golf Tournament.
 8. Rollover \$4,000 from MOU 2023-2024 allocated for the 2023 BBQ Event to the 2024 BBQ Event.
 9. Per the provisions of N.C. General Statute 55A-16-24, provide annual financial statements to the Town, as well as a report of activities showing how the funds received from the Town of Rolesville are being used. Documents are to be received prior to the signing of the subsequent fiscal year's MOU.

This agreement is effective from the date of execution until June 30, 2025. At any point in time, either party may request that the responsibilities be amended. This agreement can be cancelled at any time throughout the term by either party with 30 days prior written notice to the other party.

Agreed upon this ____ day of _____ by the Town of Rolesville Board of Commissioners

Town of Rolesville
Mayor

Rolesville Chamber of Commerce
Chair

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

Finance Officer Date

**Town of Rolesville Contribution to the Rolesville Chamber of Commerce
Fiscal Year 2024-25**

Programs	Allocation
• Launch Rolesville	\$4,550
• Business After Hours	\$1,500
• Lunch and Learn Series	\$1,500
• Ambassador Program	\$500
• Youth Leadership	\$2,200
Events	
• Annual Dinner	\$2,350
• Rolesville Business Saturday	\$500
• BBQ & Bands	\$2,600
• Christmas Parade	\$2,100
• Golf Tournament	\$2,600
• Military Appreciation Event/Luncheon	\$1,000
• Women’s Leadership Brunch	\$1,850
Organizational Expenses	
• Website, Technology & Branding	\$2,250
• Welcome Wagon	\$1,500
• Insurance (for events)	\$1,500
Total Allocation	\$28,000



Memorandum

To: Mayor & Town Board
From: June Greene, Parks & Recreation Director
Date: August 6, 2024
Re: Town Code 113.5 Alcoholic Beverages

Background

Rolesville Chamber of Commerce is requesting that the Town Board allow alcoholic beverages at BBQ & Bands at Main Street Park (Near Scarboro Rd.) on September 28, 2024. Rolesville Chamber of Commerce has applied for a Special Event Permit and has met the approval of both the Police and Parks and Recreation Departments.

Board Options

- 1) Waive Town Code 113.5 *Alcoholic Beverages* provision for the event.
- 2) Do not allow alcoholic beverages at the 2024 BBQ & Bands

Relationship to Current Budget/Goals

NONE

Recommended Action

Move to temporarily waive Town Code 113.5 Alcoholic Beverages provision for BBQ & Bands on September 28, 2024.

Attachments: Special Event Permit Application

Email requesting permission to sell alcohol on park property

Certificate of Insurance

BBQ & Bands Map Outline



Memo

To: Mayor and Town Board of Commissioners
From: Meredith Gruber, Planning Director and Michele Raby, Planner II
Date: August 1, 2024
Re: ANX-23-04 – 200 School Street, Call for Legislative Hearing on September 3, 2024

Summary Information

The Town of Rolesville received a contiguous voluntary annexation petition for 0.7366 acres, located at 200 School Street, an addressed property with Wake County PIN 1758998560, into the Town of Rolesville Town Limits. The associated rezoning case is REZ-23-05, Scarboro Apartments.

As provided in G.S. 160A-31, the petition was investigated by the Town Clerk as to its sufficiency. The next step is to schedule a legislative hearing for ANX-23-04.

Recommendation

Staff recommends the Town Board of Commissioners schedule a legislative hearing on September 3, 2024 for the annexation petition ANX-23-04.

Suggested Motion

Motion to schedule a legislative hearing on September 3, 2024 for the annexation petition received under G.S. 160A-31 for ANX-23-04.

Attachments

1. Annexation Petition
2. Certificate of Sufficiency



TOWN OF ROLESVILLE PETITION FOR ANNEXATION

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

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

SECTION 1 - LOCATION

Is the area contiguous with the existing primary corporate limits? Satellite corporate limits is not primary. Yes or No
 Note: If the land is contiguous to any existing corporate limits, the proposed annexation boundary will include all intervening right-of-ways for streets, easements, and other areas as stated in North Carolina General Statute §160-131(1).

SECTION 2 - VESTED RIGHTS

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

SECTION 3 - PROPERTY DETAILS

PIN Number	Real Estate ID Number	Deed Book Number	Page Number	Acreage To Be Annexed	Wake County Assessed Value
758-99-8560	0106103	DB 019825	PG 00797	0.5824	\$ 16,120

SECTION 4 - SIGNATURES AND VERIFICATION

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

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

[Signature] _____ Date Signed 6/1/2023
 Signature of Owner #1

 Signature of Owner #2 _____ Date Signed _____

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

COMM DEV LLC _____
 Name of Corporation
MATT SHUEY _____
 Printed Name of Registered Agent
[Signature] _____
 Signature of Registered Agent
1340 CLIFTON POND ROAD LOUISBURG NC 27549 _____
 Address, State, Zip of Registered Office:

North Carolina, Wake County

I, Shannon Howell, a Notary Public for said County and State, do hereby certify that the above signed individual(s) appeared before me this day and signed the foregoing instrument. Witness my hand and official seal, this 1st day of June, 2023.

SHANNON HOWELL
 NOTARY PUBLIC
 Wake County
 North Carolina
 My Commission Expires 8/13/2025

Shannon Howell
 Notary Public
 My commission expires: 8/13/2025

CERTIFICATE OF SUFFICIENCY

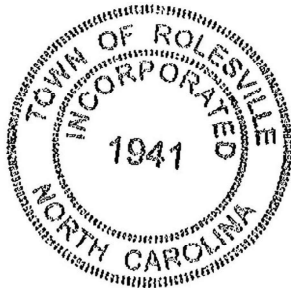
ANX-23-04 - 200 School Street

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

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

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Rolesville, this 30th day of July, 2024.



Robin E. Peyton

Robin E. Peyton
Town Clerk



Memo

To: Town of Rolesville Mayor Currin and Board of Commissioners
From: Meredith Gruber, Planning Director
Date: August 6, 2024
Re: 0 South Main- PIN 1758479244,
Rezoning Case REZ-24-03 & Voluntary Annexation Petition ANX-24-03

Background

Rezoning – REZ-24-03

The Town of Rolesville Planning Department received this Rezoning application (Attachment 4) in March 2024, for 3.778 acres consisting of one (1) lot located on the western side of S. Main Street just north of Jonesville Road and south of Burlington Mills. The property is not within the Town's Corporate Limits but rather lies in the Town's Extraterritorial Jurisdiction (ETJ). The request is to change the zoning from the existing General Industrial (GI) Zoning District to a General Commercial Conditional Zoning District (GC-CZ). This submittal includes a set of proposed Conditions of Approval. See Attachments 9 and 10, the application and proposed Ordinance 2024-O-12.

Voluntary Annexation Petition – ANX-24-03

A contiguous, voluntary annexation petition has been submitted, reviewed, and processed simultaneously with this Rezoning application request; see Attachments 7 and 8, the petition and proposed Ordinance 2024-O-11. On July 9, 2024, the Town Board called for the Town Clerk to investigate the sufficiency of the Petition in meeting G.S. 160A-31, and called for a date-certain Legislative hearing to occur on August 6, 2024.

Applicant Justification

The Applicant provided a brief statement regarding the submittal noting the desire to integrate seamlessly with the surrounding community (see Attachment 5).

Neighborhood Meetings

The Applicant conducted a neighborhood meeting for this current Rezoning request on May 20, 2024; see Attachment 6 for the Applicant's material on this.

Comprehensive Plan

Land Use

The 2017 Comprehensive Plan's Future Land Use Map designates the subject property – and a half dozen other adjacent properties - as appropriate for **Industrial** development. See Attachment 3, Future Land Use map. At the time (2017 era) all of these properties were zoned the Industrial District under the Unified Development Ordinance (UDO, now expired) and thus Future Land Use matched existing conditions (zoning).

Community Transportation Plan

The Town of Rolesville’s Community Transportation Plan (CTP, adopted 2021) has no recommendations adjacent to this property. S. Main Street is identified as a 2-lane median divided roadway with a sidewalk and Sidepath, and the LAPP Main Street Improvement project is constructing Main Street to that cross-section. This property would construct any unbuilt sidewalk and pedestrian facilities along its frontage at the time of development.

Greenway and Bike Plans

As per the 2022 Greenway and Bike Plans, a Sidepath is proposed along the east side of South Main Street, and this is being constructed as part of the LAPP Main Street improvement project.

Traffic

Due to the lack of specifics entailed in this request – there is no development proposed in a Concept Site Plan nor any quantifiable physical development detailed in the Condition of Approval, the Land Development Administrator (LDA) waived the requirement for a TIA at this point of rezoning entitlement. Traffic generation will be considered upon review of a Subdivision plat or Site Development Plan for the ultimate development of the property.

Development Review

The Technical Review Committee (TRC) reviewed one submittal of the Rezoning application; the Planning Staff worked with the Applicant on the proposed Conditions of Approval language.

Planning Board Recommendation

The Planning Board met on May 28, 2024, to review and provide a recommendation on the Rezoning application. Following presentations by Staff and the Applicant, Board members asked about Town water, noise, and buffer requirements.

The Planning Board made a recommendation of Approval (to the Town Board of Commissioners) with a 6-0 vote (6 ayes / 0 nays / 1 absent.)

Staff Analysis / Recommendation

The Applicant’s rezoning request is inconsistent with the Town of Rolesville’s Comprehensive Plan Future Land Use Map (FLUM) – this is primarily because the FLUM was reflecting existing zoning of the land (and thus supporting that land entitlement) rather than providing a vision for the future of the South Main Street corridor. The later adopted Main Street Vision plan corrected this and set forth policy direction that commercial, service, and retail development is more appropriate directly fronting and accessed from S. Main Street than are typical industrial uses facilitated by the existing General Industrial zoning district (and the Comprehensive Plan’s industrial future land use category).

Therefore, Staff finds the outdated Comprehensive Plan’s policy is usurped by the Main Street Vision Plan, and this request is thereby consistent with the Town’s more recent policy direction for land use for this property.

Staff recommends approval of Rezoning request REZ-24-03 due to its consistency with the Main Street Vision plan, alignment with other surrounding tracts that have been rezoned (by the Town

Board of Commissioners) to General Commercial Districts in recent years, and the synergy this tract, as a GC district, will have with the nearby Wallbrook development and the soon to be completed Main Street and Burlington Mills Road realignment improvements.

Consistency and Reasonableness

As noted above under the Comprehensive Plan section of this report, and the Staff analysis, the rezoning request for the subject parcel is – overall - consistent with Rolesville’s vision both in Policy documents and the Board of Commissioners legislative decisions over the past several years. Rezoning application REZ-24-03 is thus consistent, despite the undeniable inconsistency with the 2017 Future Land use designation of “Industrial”, and is therefore reasonable.

Proposed Motion

1. Motion to (approve or deny) rezoning REZ-24-03 – 0 South Main, PIN 1758479244.
2. (Following Approval) Motion to adopt a Plan Consistency Statement and Statement of Reasonableness for REZ-24-03.
3. Motion to (approve or deny) the Voluntary Annexation Petition received under G.S. 160A-31 for ANX-24-03, 0 South Main, PIN 1758479244.

Or

4. Motion to continue the Legislative Hearing and/or further consideration for REZ-24-03 and ANX-24-03 to a future date-certain Town Board of Commissioners’ meeting.

Attachments

1	Vicinity Map
2	Zoning Map
3	Future Land Use Map
4	Map Amendment (Rezoning) Application
5	Applicant Statement of Justification
6	Applicant Neighborhood Meeting Package
7	Voluntary Annexation Petition Ordinance 2024-O-11
8	Voluntary Annexation Petition Attachments to Ordinance 2024-O-11
9	Rezoning Map Amendment Ordinance 2024-O-12
10	Rezoning Map Amendment Attachments to Ordinance 2024-O-12



Case: REZ-24-03
Address: 0 SOUTH MAIN STREET
PIN: 1758479244
Date: 2024.05.23

Vicinity Map



MEINEKE GARAGE-
LIVING STONES CHURCH-
SUBURBAN PROPANE

SITE

WALLBROOK

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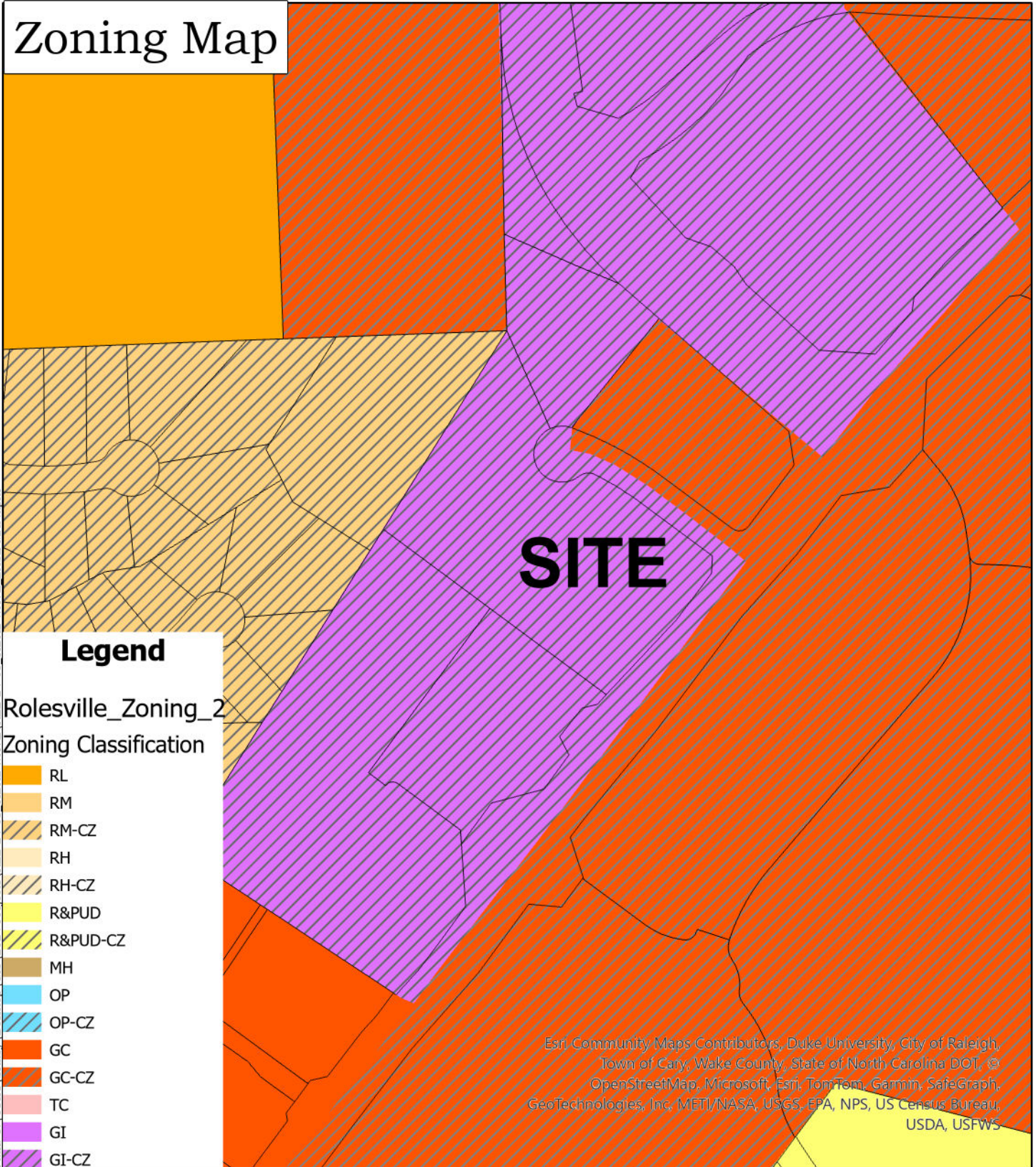


Case: REZ-24-03
Address: 0 SOUTH MAIN STREET
PIN: 1758479244

Zoning Map

Date Saved: 6/5/2024 2:43 PM

Path: C:\Users\SRaby\ Desktop\GIS\2024 Projects\REZ-24-03_TIDAL WAVE\REZ-24-03_TIDAL WAVE_BASE_MAP.aprx



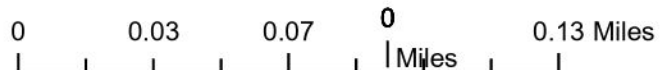
Legend

Rolesville_Zoning_2

Zoning Classification

- RL
- RM
- RM-CZ
- RH
- RH-CZ
- R&PUD
- R&PUD-CZ
- MH
- OP
- OP-CZ
- GC
- GC-CZ
- TC
- GI
- GI-CZ

Esri, Community Maps Contributors, Duke University, City of Raleigh, Town of Cary, Wake County, State of North Carolina DOT, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



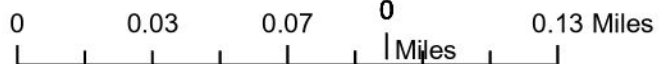
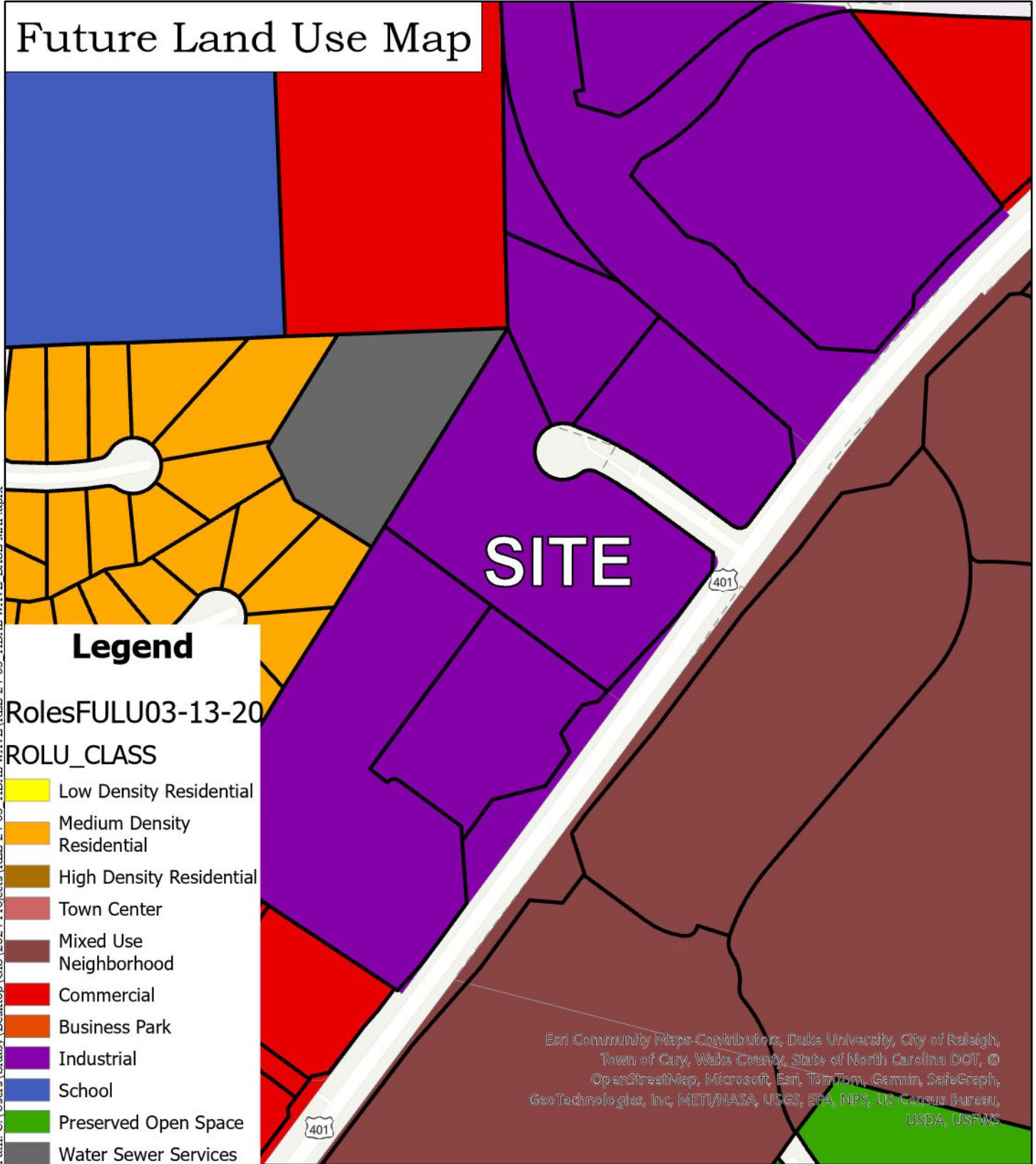


Case: REZ-24-03
Address: 0 SOUTH MAIN STREET
PIN: 1758479244

Future Land Use Map

Date Saved: 6/5/2024 2:43 PM

Path: C:\Users\SRaby\Desktop\GIS\2024 Projects\REZ-24-03_TIDAL WAVE_BASE MAP.aprx



Zoning Map Change (Rezoning) 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](#)

APPLICATION INFORMATION:	
Site Address(es): 0 South Main Street	Site Area (in acres): 3.80
Rezoning Type: <input checked="" type="checkbox"/> General <input type="checkbox"/> Conditional	Location: <input type="checkbox"/> County Limits <input type="checkbox"/> Town Limits <input checked="" type="checkbox"/> ETJ
Existing Zoning District(s): General Industrial (GI)	Proposed Zoning District(s): General Commercial (GC)
Zoning Overlay(s):	Associated Previous Case Number(s): SDP-23-08
PIN(s): 1758479244	
PID(s):	
Current Use(s): Vacant	Proposed Use(s): Carwash
APPLICATION MINIMUM REQUIREMENTS / GUIDANCE::	
<input checked="" type="checkbox"/> Completed application and checklist below.	
<input checked="" type="checkbox"/> If the request is for a <i>Conditional District</i> per LDO Section 3.3., submittal shall include a separate document being a list of written Conditions of Approval that can include exhibits, plans, maps, etc. Provide a Date and space for revision Dates; this document will always be referenced including its Date.	<input type="checkbox"/> A Concept (nee site) Plan may be submitted, considered, and approved as part of a <i>Conditional District</i> request; it shall be clearly incorporated into a written condition for "general compliance" upon future Development Application reviews and approvals. Provide a Date and space for revision Dates; this document will always be referenced including its Date. See Next page for details.
<input checked="" type="checkbox"/> Completed Property Owner's Consent Form . If multiple owners, each owner must complete their own form.	<input type="checkbox"/> Presubmittal meeting notes and date (if applicable).
<input type="checkbox"/> Traffic Impact Analysis (TIA), ITE Trip Generation Letter, or Letter/Email from Planning staff confirming TIA is not required. (LDO Section 8.C.5)	<input type="checkbox"/> The Activity Center (AC) and Neighborhood Commercial (NC) zoning districts shall require submittal of a Concept (nee site) Plan per LDO Sections 3.4.1 and 3.4.2.
<input type="checkbox"/> Upon application receipt and completeness check, an INVOICE for the application fee will be created and issued via email to Applicant.	
<input checked="" type="checkbox"/> Any additional supporting documents that may have been requested by Staff may have been provided.	

Contact Information

Property Owner(s) Grand Park Properties LLC

Address 2636 Wait Ave City/State/Zip Wake Forest, NC 27587

Phone _____ Email _____

Applicant / Agent (Business & Contact Name) SHJ Development LLC

Address 124 East Thompson Street City/State/Zip Thomaston, GA 30286

Phone (478) 957-3777 Email martie@shjconstructiongroup.com

Engineer/Architect (Business & Contact Name) SeamonWhiteside

Phone (864) 612-6101 Email pevans@seamonwhiteside.com

Preferred Point of Contact: Owner Applicant Engineer/Architect Registered Agent/Attorney

Concept Plan Minimum Requirements (Required for AC or NC Districts, optional for Conditional Districts.) :

<input type="checkbox"/>	A vicinity map of the site, illustrating the boundaries of the site, north arrow, and scale reference
<input type="checkbox"/>	Site Data Table of typical property information (Property Legal Description, acreage/square footage, etc) <ul style="list-style-type: none"> <input type="checkbox"/> If Commercial - Square footage of proposed building/use/development on, approximate proposed Impervious Coverage, approximate parking calculations, if multi-family the number of Dwelling units, etc. <input type="checkbox"/> If Residential – Number of proposed development lots (including by type of lots/use), density (proposed/permitted), approximate parking calculations, <input type="checkbox"/> Required/Provided calculations for open space
<input type="checkbox"/>	Existing and Proposed Use and Zoning District of property and adjacent properties
<input type="checkbox"/>	Drawing depicting the details provided above and general concept of development such as – <ul style="list-style-type: none"> <input type="checkbox"/> Lot layout and size/dimension of lots, <input type="checkbox"/> Proposed building layout and/or general footprint locations <input type="checkbox"/> Vehicular circulation / street layout including existing/proposed right-of-way widths (public, alley, private) <input type="checkbox"/> Pedestrian circulation including Greenways / Sidepaths / Bike Lanes, <input type="checkbox"/> General Utility access and points of connection / extensions, <input type="checkbox"/> Buffers (Street/Perimeter), Open/communal spaces, stormwater control measures etc.
<input type="checkbox"/>	Name, address, and contact information for property owner and/or Applicant
<input type="checkbox"/>	Name/information of professional who created Concept Plan
<input type="checkbox"/>	Any other information requested by Planning Department staff

Rezoning Justification

Provide a **separate document** titled “Statement of Justification” (including Date) that addresses each/all of the following:

1. Is the application consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and any other adopted Town policy plans?
2. Is the application in conflict with any provision of the LDO or the Town Code of Ordinances?
3. Does the application correct any errors in the existing zoning present at the time it was adopted?
4. Does the rezoning allow uses that are compatible with existing and permitted uses on surrounding land/properties?
5. Would the application ensure efficient development within the Town, including the capacity and safety of the street network, public facilities, and other similar considerations?
6. Would the application result in a logical and orderly development pattern?
7. Would the application result in adverse impacts on water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?
8. If a **Conditional district** providing proposed Conditions of Approval, do they address and mitigate the impacts reasonably expected to be generated by the development or use of the property, can they reasonably be implemented, and can they be enforced for the subject property, and will they result in no greater impact on adjacent properties or the community at large than would be expected to occur by the permitted uses and the minimum development standards of the corresponding General zoning district.

Property Owner Notification List

Per UDO **TBD**, provide list of all property owners within 300 feet of the subject site (per Wake County tax records at the time of filing this application) as they will be required to receive a Notification Letter regarding the Public Hearing before the Town Board of Commissioners (when scheduled). If needed, provide additional sheets to insure all are included.

WAKE COUNTY PIN	NAME	MAILING ADDRESS	ZIP CODE
1758474075	Shawn K Kline and Michelle Stewart	809 Middle Ground Ave, Rolesville, NC	27571
1758475117	Jorge Romero Perez	801 Middle Ground Ave, Rolesville, NC	27571
1758474234	Hoang M Tran and Hang Nguyen	800 Middle Ground Ave, Rolesville, NC	27571
1758473364	Robert and Susan Fernicola	1003 Evening Shade Ave, Rolesville, NC	27571
1758474408	John and Jennifer Briand	1000 Evening Shade Ave, Rolesville, NC	27571
1758475494	City of Raleigh	PO Box 590	27602
1758486155	Brothers Forty Six LLC	1220 Old Watkins Road, Raleigh, NC	27616
1758479681	Grand Park Properties LLC	2636 Wait Ave, Wake Forest, NC	27587
1758571481	Grand Park Properties LLC	2636 Wait Ave, Wake Forest, NC	27587
1758468940	Wallbrook CStore LLC	801 East Boulevard, Charlotte, NC	28203

March 27, 2024

Town of Rolesville
Planning Department
PO Box 250
Rolesville, NC 27571
(919) 554-6517

**Statement of Justification
Zoning Map Amendment (Rezoning) Application**

See below for responses the Town of Rolesville zoning map amendment (rezoning) review standards for PIN 1758479244.

1. Is the application consistent with the Comprehensive Plan, Community Transportation Plan, Bicycle and Greenway Plans, and any other adopted Town policy plans?
Yes – the application aligns with all of Town of Rolesville’s development goals. This project will enhance pedestrian and bicycle traffic with the construction of a greenway to connect adjacent developments and neighborhoods. A diverse landscape plan is also proposed as part of this project which will enhance the aesthetic of the new Main Street area.
2. Is the application in conflict with any provision of the LDO or the Town Code of Ordinances?
No – the application is not in conflict with any provision of LDO or Town Code of Ordinances.
3. Does the application correct any errors in the existing zoning present at the time it was adopted?
No – application corrects no errors in existing zoning.
4. Does the rezoning allow uses that are compatible with existing and permitted uses on surrounding land/properties?
Several other adjacent properties are currently zoned as General Commercial. As of early 2021, many of these properties were zoned as General Industrial. A carwash is listed as a permitted use under General Commercial per LDO Table 5.1. Both adjacent properties are currently zoned general commercial. The existing Tire & Auto store on the property to the northeast (PIN 1758571481) is a vehicular centered commercial use. The proposed gas station development currently under review (SDP-23-04) on the property to the southwest (PIN 1758467822) of our site is also vehicular centered commercial use. We believe a carwash, a vehicular centered commercial use, would be compatible with the adjacent existing and proposed developments.
5. Would the application ensure efficient development within the Town, including the capacity and safety of the street network, public facilities, and other similar considerations?
Yes – the goal of undergoing Main Street Project is to encourage new development while providing an adequate and safe transportation network. City of Raleigh Utilities has sufficient capacity for the water and sewer demand for the proposed development. The proposed sidewalks and greenway will provide cohesive ADA pedestrian access to surrounding developments.

6. Would the application result in a logical and orderly development pattern?
Yes – the project would allow access to several other commercial developments via a proposed cross access road connecting Grand Park Drive and proposed Virginia Water Drive (SDP-23-04) . This would allow access to several commercial developments while bypassing S Main Street.

7. Would the application result in adverse impacts on water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment?
The application would cause no adverse effects to the functionality of the existing environment. A large amount of unmanicured vegetation would have to be removed, however a biodiverse and aesthetically pleasing landscape plan is proposed. Stormwater will be managed according to the Wake County Stormwater Design Manual to ensure there is no degradation in water quality or to the surrounding environment. There are no existing wetlands on the property.

8. If a Conditional district providing proposed Conditions of Approval, do they address and mitigate the impacts reasonably expected to be generated by the development or use of the property, can they reasonably be implemented, and can they be enforced for the subject property, and will they result in no greater impact on adjacent properties or the community at large than would be expected to occur by the permitted uses and the minimum development standards of the corresponding General zoning district.
No conditional zoning district proposed.

Thank you for your assistance.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Clinton B. McConnaughey-Cohens, Jr.
CMCConnaughey-Cohens@SeamonWhiteside.com
(980) 312-5450 ext. 303

cc: Trey Little
Parker Evans
10772

Community Meeting Minutes

Location: Rolesville Community Center

514 Southtown Circle Rolesville, NC

Time: 4:00 PM – 6:00 PM

Attendees:

Shawn Kline 809 middle ground ave

Michelle Kline 809 middle ground ave

Heather Hoover 701 quite Circle

Alex Perry Tidal Wave Representative

John Wells Tidal Wave Representative

Minutes:

Three of the Residents north of the property in question attended the meeting to inquire about the project. We discussed the reason for the rezoning and annexation requests and describe the characteristics of the rezoning from industrial down to commercial restricting some of the uses allowed on the property that would allow for the removal of the zoning buffer between our site and the future 7 11 property. We then answered questions from the residents about Tidal Wave and our operations. The residents were informed that the Tidal Wave Development plans are not specific to the rezoning request but are the current intentions for the southern half of the parcel. We address comments about sounds, smells, and light coming from the proposed Tidal Wave. For sounds our vacuum producers are enclosed in masonry structures that reduce any sound generated to low levels, we do not have any intrusive waste products that produce bad smells similar to a gas station or fast food; lighting will meet all the ordinance requirement for foot candles at the boundaries of the property.



Dear Rolesville Resident,

You are receiving this letter because your property is within 500 feet of the proposed Tidal Wave Auto Spa.

We are holding a Neighborhood Meeting on Monday May 20, 2024, from 4:00 pm to 6:00 pm at the Rolesville Community Center 514 Southtown Circle Rolesville, NC so we can go over details of the Tidal Wave Auto Spa Express Car Wash we will be building at 0 S Main Street (once the subdivision is processed for our property the address will be 601 Grand Park Drive) & also the Annexation of the site into the City.

If you would like to discuss this matter, please join us at the meeting & we will be happy to go over the Tidal Wave Auto Spa details with you.

Warm regards,

Martie Murphy
Director of Entitlement
Tidal Wave Auto Spa
SHJ Development LLC
124 E Thompson Street
Thomaston, GA 30286

Tidal Wave Auto Spa Neighborhood Meeting list of Names & Addresses within 500 feet of the site

Name	Street Address	City	State	Zip Code
Jorge Romero Perez	801 Middle Gound Ave.	Rolesville	NC	27571-9342
Shawn Stewart & Michelle Kline	809 Middle Ground Ave.	Rolesville	NC	27571-9342
Amboka & Annie Bumba	813 Middle Ground Ave.	Rolesville	NC	27571-9342
Jonathan & Heather Hoover	701 Quiet Walk Cir.	Rolesville	NC	27571-9360
Glenn & Kristen Cruickshank	705 Quiet Walk Cir.	Rolesville	NC	27571-9360
Hang Tran	800 Middle Ground Ave.	Rolesville	NC	27571-9341
Jimmy Privette & Natasha Jones	810 Middle Ground Ave.	Rolesville	NC	27571-9341
Jeffrey & Shannon Handschumacher	818 Middle Ground Ave.	Rolesville	NC	27571-9341
Tricia Poole	822 Middle Ground Ave.	Rolesville	NC	27571-9341
Donald Wayne Mason II	1007 Evening Shade Ave.	Rolesville	NC	27571-9348
Michael & Hanna Calvo	1005 Evening Shade Ave.	Rolesville	NC	27571-9348
Robert & Susan Ferricola	1003 Evening Shade Ave.	Rolesville	NC	27571-9348
John & Jennifer Briand	1000 Evening Shade Ave.	Rolesville	NC	27571-9347
Majeda Muhammad	1004 Evening Shade Ave.	Rolesville	NC	27571-9347
Adella Gomez	1008 Evening Shade Ave.	Rolesville	NC	27571-9347
Grand Park Properties LLC	2636 Wait Ave.	Wake Forest	NC	27587-6808
Wallbrook Landco LLC	3 Keel St. Ste. 2	Wrightsville Beach	NC	28480-1709
Wallbrook Cstore LLC Austin Williams	801 East Blvd.	Charlotte	NC	28203-5115
CRP/C4 Wallbrook Village Owner LLC	801 East Blvd.	Charlotte	NC	28203-5155

Meeting set for 05/20/2024 4-6 pm at the Community Center

After Recording Mail to: Town of Rolesville
P. O. Box 250
Rolesville, NC 27571

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF ROLESVILLE UNDER THE
AUTHORITY GRANTED BY PART 1, ARTICLE 4A
CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA

ORDINANCE 2024-O-11
CASE ANX-24-03 - PIN 1758479244

WHEREAS, the Mayor and Board of Commissioners for the Town of Rolesville, North Carolina has adopted a resolution under G.S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, the petition has been certified by the Town Clerk as to its sufficiency of meeting G.S. 160A-31; and

WHEREAS, a public hearing on the question of this annexation was held in the Town Board Room at Rolesville Town Hall located at 502 Southtown Circle, Rolesville, NC 27571 at 7:00 pm or thereafter on August 06, 2024 after due notice; and

WHEREAS, the Mayor and Board of Commissioners finds that the proposed annexation meets the requirements of G.S. 160A-31;

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

Section 1. By the authority granted by G.S. 160A-31, the following described contiguous property owned by Grand Park, LLC is hereby annexed and made part of the Town of Rolesville effective as of August 06, 2024:

All that certain real property situated in the Town of Rolesville, Wake Forest Township, Wake County, North Carolina, described as follows:

Beginning at a r/w disc found at the intersection of the north western right-of-way US Hwy 401/ Louisburg Rd. and the southern right-of-way of Grand Park Drive; thence with said right-of-way of US Hwy 401 the following calls: S 36°52'07" W a distance of 103.00' to a point; thence S 42°44'47" W a distance of 181.98' to a point; thence leaving said right-of-way N 53°29'08" W a distance of 257.30' to a point; thence N 53°29'08" W a distance of 236.41' to a point; thence N 32°01'38" E a distance of 415.31' to a 1/2" open top found; thence S 24°14'53" E a distance of

190.24' to a 5/8" rebar found along the southern right-of-way of Grand Park Drive; thence with said right-of-way the following calls: along a curve turning to the left with an arc length of 169.77', with a radius of 50.00', with a chord bearing of S 31°42'55" E, with a chord length of 99.20' to a point; thence with a reverse curve turning to the right with an arc length of 18.76', with a radius of 25.01', with a chord bearing of N 72°31'43" E, with a chord length of 18.33' to a point; thence with a compound curve turning to the right with an arc length of 9.87', with a radius of 25.01', with a chord bearing of S 74°40'57" E, with a chord length of 9.80' to a point; thence with a compound curve turning to the right with an arc length of 97.34', with a radius of 570.00', with a chord bearing of S 58°23'28" E, with a chord length of 97.22' to a point; thence S 53°13'37" E a distance of 154.73' to a r/w disc found; thence S 03°49'14" W a distance of 31.39' to a r/w disc found, said disc being The Point of Beginning.

Said Parcel having an area of 164568.32 square feet, **3.778 acres**

Section 2. That the Mayor and Board of Commissioners directs a duly certified copy of this ordinance and annexation boundary map be submitted for filing to the Office of the Register of Deeds of Wake County and the Office of the Secretary of the State of North Carolina.

Adopted this 6th day of August, 2024.

Ronnie I. Currin
Town of Rolesville Mayor

CERTIFICATION

I, Robin E. Peyton, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an Ordinance duly adopted at the meeting of the Town Board of Commissioners held on this 6th day of August, 2024.

Robin E. Peyton
Town Clerk



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: 0 South Main Street (PIN 1758479244)	Project Name: Tidal Wave Auto Spa
Existing Zoning District(s): GI(-CZ)	Proposed Zoning Districts(s): GI(-CZ)
Total Site Area (in acres): 3.80	Zoning Overlays(s):
Current Use(s): Vacant	Associated Case Number(s):
Proposed Use(s): Carwash	

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 checked="" 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 checked="" 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

- 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.

- 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
1758479244	0224144	DB 008438	PG 01116	3.80	\$

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)

Owner #1 – PRINT and Signature

Date Signed

Owner #2 – PRINT and Signature

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)

Grand Park Properties LLC

Name of Corporation

George Upchurch

George Upchurch

Registered Agent Printed Name

Registered Agent Signature

2636 Wait Ave Wake Forest, NC 27587

Address, State, Zip of Registered Office:

Notary Seal

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public, do hereby certify that GEORGE UPCHURCH

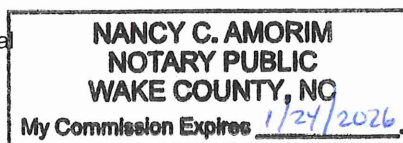
personally appeared before me this day and acknowledged the due execution of the foregoing instrument. This the 29

day of FEBRUARY 20 24

My commission expires 1/24/2026

Signature Nancy Amorim

Seal





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, Grand Park Properties LLC, George Upchurch Managing Member

(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 0 South Main Street (PIN 1758479244),

(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 # Annexation Petition Application (ANX-24-03)).

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: George Upchurch Date: 4/4/24

Applicant/Agent/Contact persons:	
Print:	Signature:
Martie Murphy	
Alex Perry	
Callie Duke	
Parker Evans	

Revenue Stamps: \$0
Tax Lot No.: 224144
Prepared by: Kelly J. Mackay, Attorney
Warren, Perry & Anthony, P.L.L.C.
P.O. Box 1187
Wake Forest, NC 27588-1187

204

Wake County, NC 347
Laura M Riddick, Register Of Deeds
Presented & Recorded 10/15/1999 10:41:12
Book : 008438 Page : 01116 - 01118

NORTH CAROLINA

CORRECTION DEED

WAKE COUNTY

THIS CORRECTION DEED, made and entered into this 14th day of October, 1999, by and between ROLESVILLE GAS AND OIL COMPANY, INC. (a/k/a Rolesville Oil Company, Inc. and f/k/a George M. Upchurch Enterprises), hereinafter referred to as Grantor, and GRAND PARK PROPERTIES, LLC, P.O. Box 26, Rolesville, NC 27571, hereinafter referred to as Grantee;

WITNESSETH:

WHEREAS, the Grantor conveyed to the Grantee by Deed dated August 3, 1999, and recorded in Book 8381, Page 1623, Wake County Registry, that certain real property described generally as "being all of Lot 2-2 as shown on plat recorded on Book of Maps 1996, Page 1582, Wake County Registry"; and

WHEREAS, the hereinbefore-referenced description was incorrect in that a later map was recorded with the Wake County Registry and should have been used to describe the conveyance being made from Grantor to Grantee; and

WHEREAS, Grantor desires to execute this Correction Deed to correct the error in the description made in the hereinbefore-referenced Deed;

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

Being all of Lots 1 and 2 as shown on plat recorded in Book of Maps 1999, Page 1039, Wake County Registry.

Grantee herein assumes the obligations and liabilities set forth in that certain Deed of Trust dated August 20, 1997 from Rolesville Oil Company, Inc. to Sue E. Anthony, Trustee for Wake Forest Federal Savings and Loan Association, recorded on August 22, 1997 in Book 7614, Page 36, Wake County Registry in the original indebtedness of \$710,000.00 and that certain Deed of Trust dated August 5, 1998 from Rolesville Oil Company, Inc. to Sue E. Anthony, Trustee for Wake Forest Federal Savings and Loan Association, recorded on August 6, 1998 in Book 8120, Page 565, Wake County Registry, securing the original indebtedness in the amount of \$21,000.00.

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

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

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

ROLESVILLE GAS AND OIL COMPANY, INC.



By: George M. Upchurch
George M. Upchurch, President

Attest: Shirley D. Upchurch
Shirley D. Upchurch, Secretary

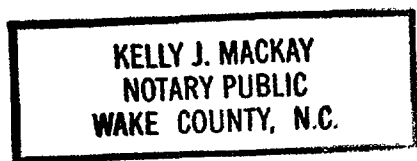
NORTH CAROLINA - WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that Shirley D. Upchurch personally came before me this day and acknowledged that she is Secretary of Rolesville Gas and Oil Company, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

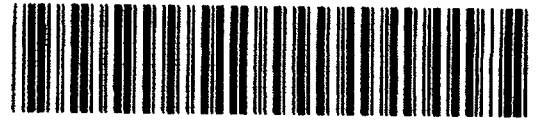
Witness my hand and official stamp or seal, this 14th day of October, 1999.

Kelly J. Mackay
NOTARY PUBLIC:

3-8-2000
COMMISSION EXPIRES:



Laura M Riddick
Register of Deeds
Wake County, NC



Book : 008438 Page : 01116 - 01118



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

North Carolina - Wake County

The foregoing certificate ___ of _____
_____ Kelly J Mackay _____

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

Laura M. Riddick, Register of Deeds

By: Sandra K. Gallett
Assistant/Deputy Register of Deeds

This Customer Group
_____ # of Time Stamps Needed

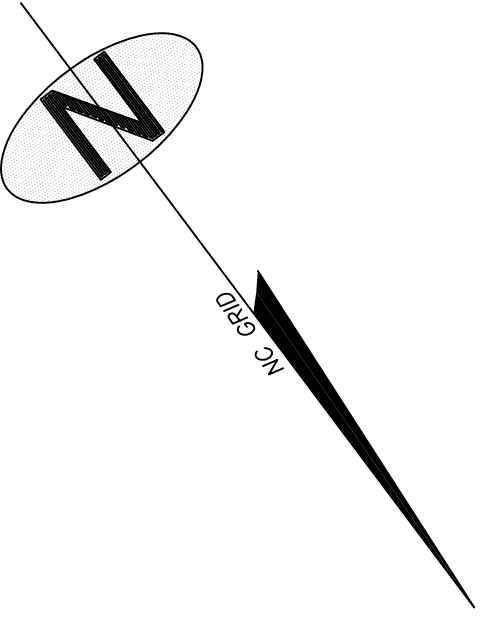
This Document
_____ New Time Stamp
3 # of Pages

All that tract or parcel of land lying and being in Rolesville, Wake County North Carolina and being more particularly described as follows;

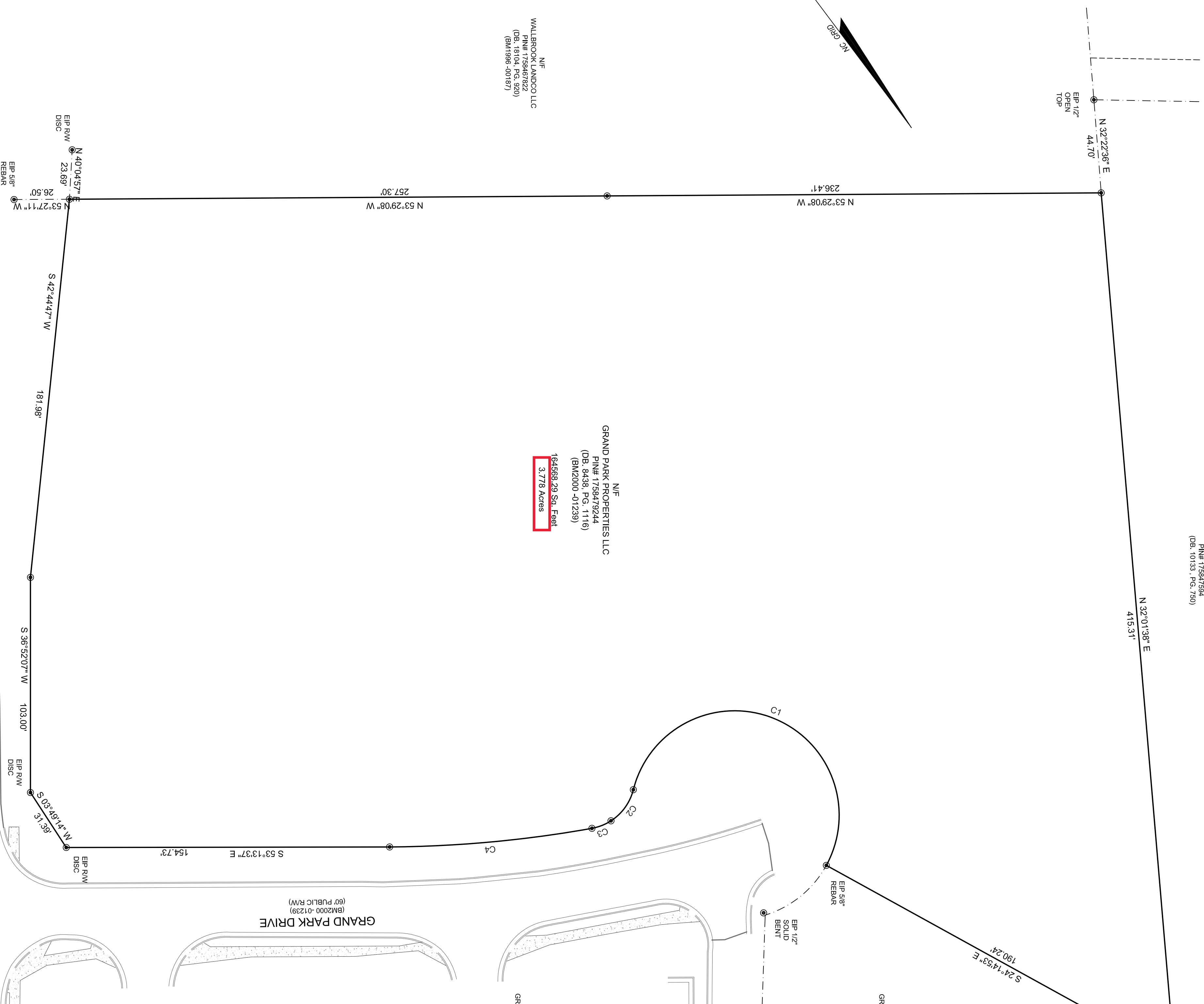
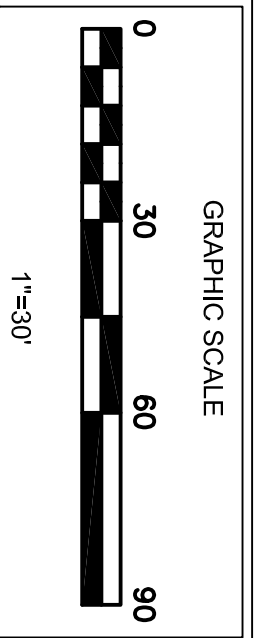
Beginning at a r/w disc found at the intersection of the north western right-of-way US Hwy 401/ Louisburg Rd. and the southern right-of-way of Grand Park Drive; thence with said right-of-way of US Hwy 401 the following calls: S 36°52'07" W a distance of 103.00' to a point; thence S 42°44'47" W a distance of 181.98' to a point; thence leaving said right-of-way N 53°29'08" W a distance of 257.30' to a point; thence N 53°29'08" W a distance of 236.41' to a point; thence N 32°01'38" E a distance of 415.31' to a 1/2" open top found; thence S 24°14'53" E a distance of 190.24' to a 5/8" rebar found along the southern right-of-way of Grand Park Drive; thence with said right-of-way the following calls: along a curve turning to the left with an arc length of 169.77', with a radius of 50.00', with a chord bearing of S 31°42'55" E, with a chord length of 99.20' to a point; thence with a reverse curve turning to the right with an arc length of 18.76', with a radius of 25.01', with a chord bearing of N 72°31'43" E, with a chord length of 18.33' to a point; thence with a compound curve turning to the right with an arc length of 9.87', with a radius of 25.01', with a chord bearing of S 74°40'57" E, with a chord length of 9.80 to a point; thence with a compound curve turning to the right with an arc length of 97.34', with a radius of 570.00', with a chord bearing of S 58°23'28" E, with a chord length of 97.22' to a point; thence S 53°13'37" E a distance of 154.73' to a r/w disc found; thence S 03°49'14" W a distance of 31.39' to a r/w disc found, said disc being The Point of Beginning.

Said Parcel having an area of 164568.32 square feet, 3.778 acres

NF
CITY OF RALEIGH
PIN# 175847934
(DB: 10153, PG: 190)



NF
WALBROOK ASSOCIATES, LLC
PIN# 175846782
(DB: 18104, PG: 320)
(BM1998-00187)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	250.00'	16.56'	16.32'	N 2° 31' 41\"/>		

Owner's Certification:
WAKE COUNTY, NORTH CAROLINA
I certify that I am (we are) the owner(s) or the property shown and described hereon, which is in the subdivision jurisdiction of the County of Wake and that I (we) hereby adopt this plat with my (our) free consent.

Owner: _____
Date: _____

GENERAL NOTES

This property is in Zone X based on Flood Insurance Rate Map 3220175800K dated 07/19/2022. This determination was made by graphically determining the position of said site on said FIRM Map.

Contact proper Authorities Before building near utility lines, for easement width and restrictions. Underground Utilities are approximate and should be verified prior to any construction. Locations shown are approximate.

This survey has been prepared for the exclusive use of the person or entities named hereon. No express or implied warranties with respect to the information shown hereon is to be extended to any persons or entities other than those shown hereon.

Property Zoned G-CZ
Setbacks to be verified by Engineer prior to development.

I, Michael S. Purdue certify that this plat was drawn under my supervision from an actual survey made under my supervision and is a portion property as shown in (DB: 8438, PG: 1116); that the ratio of precision as calculated is: 20,000 + and was not adjusted; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration # and seal this 09th day of June 2023.
That this survey is of an existing parcel of land, existing structures and buildings and does not create ~~new streets~~ or change existing streets.
Michael S. Purdue, PLS# L-4322
Property PIN# 1758479344
Purpose of this plat is to sub divide parcel into two lots as shown hereon.
Survey Reference
(DB: 8438, PG: 1116)
(BM: 2000-01239)
OWNER INFORMATION
GRAND PARK PROPERTIES LLC
WAKE FOREST, NC 27697

LEGEND

- BOUNDARY CORNER
- IRON PIN FOUND
- IRON PIN SET
- EASEMENT LINE
- - - ADJOINING PROPERTY

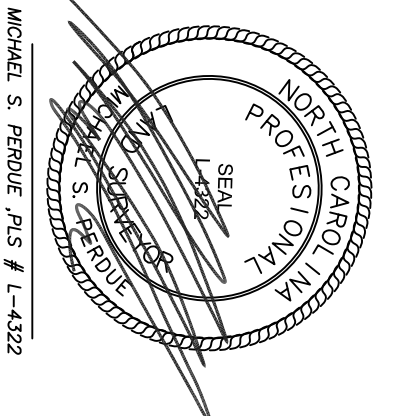
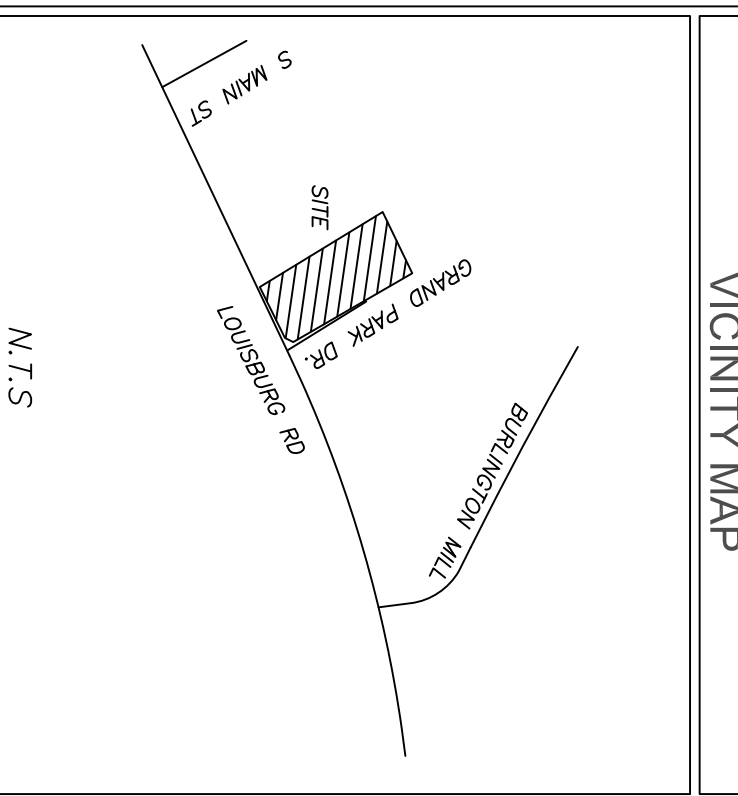
WAKE COUNTY CERTIFICATION

I, _____, Planning Director and Review Officer of Wake County, certify that this plat creates a subdivision subject to and in accord with the Wake County Unified Development Ordinance, and that it meets all statutory requirements for recording.

Date Planning Director/Review Officer _____
Approval expires if not recorded on or before _____

STORMWATER MANAGEMENT CERTIFICATION

I, _____, certify that the plot shown hereon complies with Article 9, Stormwater Management of the Wake County Unified Development Ordinance and meets all statutory requirements for recording in the Register of Deeds office.



ANNEXATION PLAT FOR

TWAS Properties LLC

TOWN: ROLESVILLE COUNTY: WAKE STATE: NORTH CAROLINA

DATE: 2/29/24 SCALE: 1:30
FIELD WORK: MSP DRAWN BY: MSP RECHECKED BY: MSP
MSP FILE: Inwoodville MSP JOB#: 231830

ORDINANCE 2024-O-12

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF ROLESVILLE TO CHANGE THE ZONING OF APPROXIMATELY 3.778 ACRES LOCATED AT 0 SOUTH MAIN STREET, BEING WAKE COUNTY TAX PIN 1758479244 FROM A GENERAL INDUSTRIAL CONDITIONAL ZONING DISTRICT (GI-CZ) TO A GENERAL COMMERCIAL CONDITIONAL ZONING DISTRICT (GC-CZ)

REZ-2024-03 - PIN 1758479244

WHEREAS, the application submitted by Grand Park Properties LLC for the rezoning of land hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board was presented the application for Recommendation on May 28, 2024, and the Board of Commissioners held a Legislative hearing on August 06, 2024; and

WHEREAS, mailed notices and property sign postings were carried out in advance of the Legislative hearing pursuant to G.S. § 160D-602 and the Land Development Ordinance; and

WHEREAS, the Planning Board submitted its recommendation to the Board of Commissioners recommending approval of said application that was generally consistent with the Comprehensive Plan for the lands hereinafter described, all in accordance with the requirements of the Town of Rolesville Land Development Ordinance and the provisions of Chapter 160D, Article 6, of the North Carolina General Statutes;

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

Section 1: The lands that are the subject of the Ordinance are those certain lands described in Exhibit 1 – Legal Description, which is incorporated herein by reference, and said lands are hereafter referred to as the “Rezoned Lands.”

Section 2: The parcel identified by the Wake County Tax Parcel Identification Number 1758479244, and described in Exhibit 1, are located within the Town’s Extraterritorial Jurisdiction.

Section 3: The Town of Rolesville Land Development Ordinance, including the Town of Rolesville North Carolina Official Zoning District Map, which is a part of said Ordinance, is hereby amended by changing the zoning classification of the “Rezoned Lands” from General Industrial Conditional Zoning (GI-CZ) to General Commercial Conditional Zoning (GC-CZ) as shown on Exhibit 2, subject to the conditions stated herein.

Section 4: The “Rezoned Lands” are subject to all of the standards and conditions in Exhibit 3, Conditions of Approval, which are voluntarily proposed as part of this rezoning.

Section 5: The Administrator is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Rolesville, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 6: After reviewing all the information presented at the Legislative hearing and the Town of Rolesville plans, policies and ordinances, the Rolesville Board of Commissioners find the Rezoning map amendment request reasonable and consistent with the 2017 Comprehensive Plan and is in the interest of the public and adopted a Consistency Statement.

Section 7: The “Rezoned Lands” are subject to the following conditions, which are voluntary imposed as part of this Rezoning:

Conditions of Approval:

1. The subject property, Wake County Pin 1758479244, shall exclude or Prohibit the development/establishment of the following Zoning Specific uses listed as either Permitted or Special Uses within the General Commercial Zoning District per Land Development Ordinance Table 5.1. Permitted Principal Use Table:
 - School (K-12)
 - Bars and Nightclubs
 - Gas Station
 - Vehicle, Rental and Sales
 - Vehicle, Minor Service
 - Funeral Home
 - Tattoo Establishment
 - Water Storage Tower
 - Telecommunications Tower

Section 8: The “Rezoned Lands” shall be perpetually bound to the Conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Land Development Ordinance.

Adopted and effective this the 06 day of August 2024 .

Ronnie I. Currin
Mayor

ATTEST:

APPROVED AS TO FORM:

Robin Peyton
Town Clerk

David J. Neill
Town Attorney

I, MICHAEL A. MOSS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE SOURCE OF INFORMATION FOR THE SURVEY IS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 29th DAY OF JUNE, 2000.



Michael A. Moss
PROFESSIONAL LAND SURVEYOR (L-3794)

Wake County, NC 448
Laura M Riddick, Register Of Deeds
Presented & Recorded 07/24/2000 14:29:00
Book : 012000 Page : 01239

N/F
LAWRENCE B. HAYNES &
LINDA C. HAYNES
D.B. 2128, PAGE 140

N/F
G.R. WATKINS HERS
D.B. 1500, PG. 169
B.M. 1961, PAGE 97

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF ROLESVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE TOWN OF ROLESVILLE.

George M. Shepherd
OWNERS
6/29/00
DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF ROLESVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF ROLESVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAKE COUNTY.

Cl. Claboy
TOWN ADMINISTRATOR
6/29/00
DATE

WAKE COUNTY, NORTH CAROLINA
I, *Donald A. DUBAY*, REVIEW OFFICER OF ROLESVILLE, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

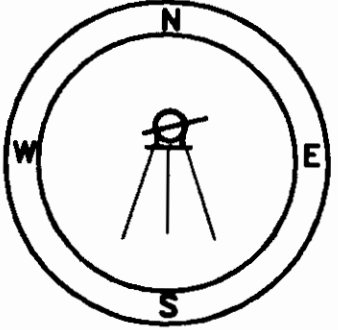
Cl. Claboy
6/29/00
DATE REVIEW OFFICER

FILED FOR REGISTRATION

DATE
LAURA M. RIDDICK
REGISTER OF DEEDS
WAKE COUNTY

BY: ASST./DEPUTY
TIME:

RECORDED IN B.M. _____, PAGE _____



I, MICHAEL A. MOSS, PROFESSIONAL LAND SURVEYOR NO. L-3794, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Michael A. Moss
MICHAEL A. MOSS, PROFESSIONAL LAND SURVEYOR NO. L - 3794

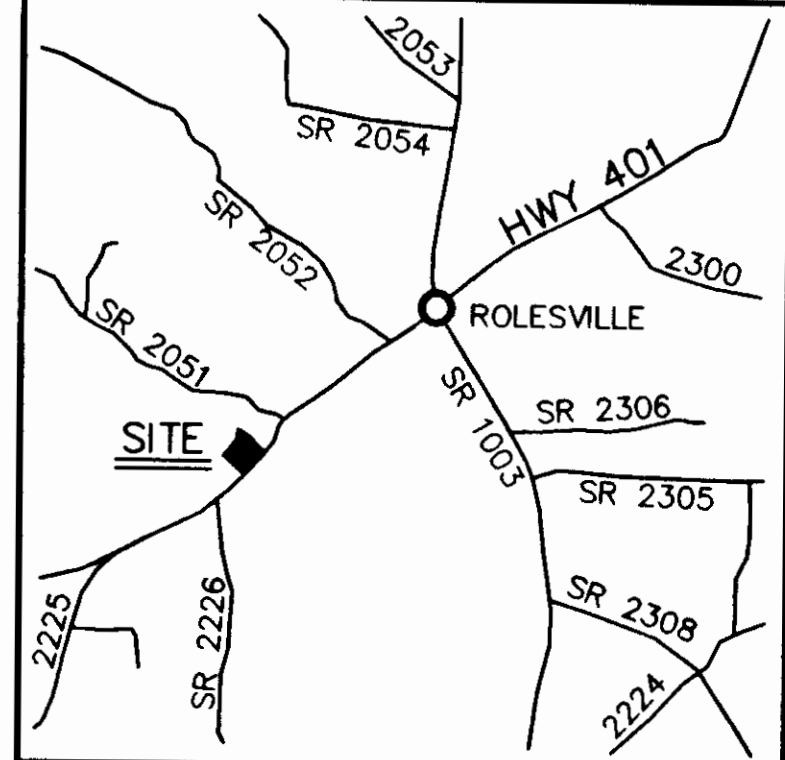
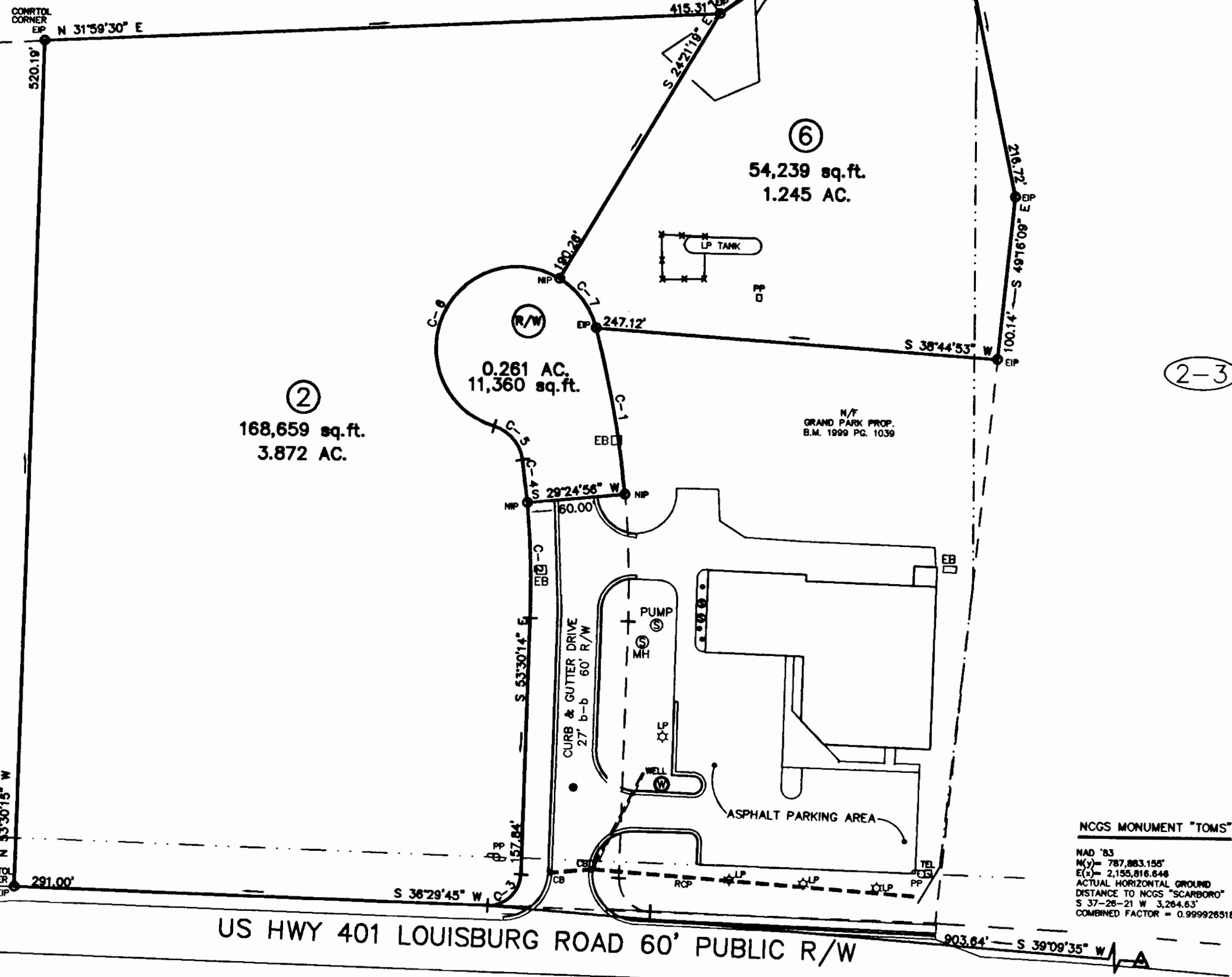
2-1

②
168,659 sq.ft.
3.872 AC.

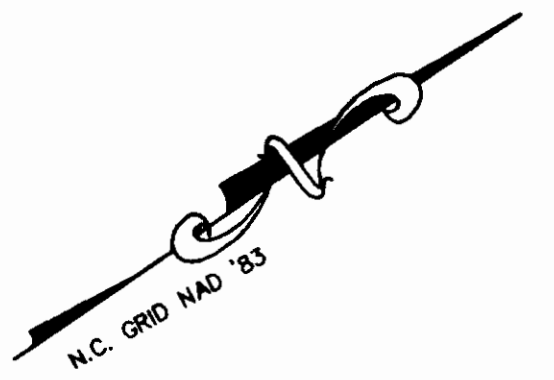
①
0.261 AC.
11,360 sq.ft.

⑥
54,239 sq.ft.
1.245 AC.

2-3



VICINITY MAP



- LEGEND:**
- EIP - EXISTING IRON PIPE
 - EPK - EXISTING PK NAIL
 - NIP - NEW IRON PIPE SET
 - R/W - RIGHT OF WAY
 - CATV - CABLE TV BOX
 - EB - ELECTRIC BOX
 - TEL - TELEPHONE PEDESTAL
 - PP - POWER POLE
 - OHL - OVERHEAD LINE
 - LP - LIGHT POLE

NCGS MONUMENT "TOMS"
NAD '83
N(x) = 787,883.155'
E(y) = 2,155,816.848
ACTUAL HORIZONTAL GROUND
DISTANCE TO NCGS "SCARBORO"
S 37-26-21 W 3,264.63'
COMBINED FACTOR = 0.9999265186

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C-1	104.03'	630.00'	103.81'	N 65°18'54" W
C-2	70.44'	570.00'	70.40'	N 57°02'39" W
C-3	31.42'	20.00'	28.28'	N 08°30'15" W
C-4	26.84'	570.00'	26.83'	N 61°56'00" W
C-5	28.63'	25.00'	27.09'	S 83°54'35" W
C-6	169.77'	50.00'	99.20'	S 31°37'36" E
C-7	38.67'	50.00'	37.71'	S 87°47'58" W

SURVEY FOR
GRAND PARK PROPERTIES
LOTS 6 AND 2,
OWNER: ROLESVILLE OIL COMPANY, INC.
REF: B.M. 1999 PG. 1039
TOWN OF ROLESVILLE
WAKE COUNTY, NORTH CAROLINA



SCALE 1"=60'

REVISED: FEBRUARY 22, 2000
ZONED I - SUBD.

PIN # 1758.01-57-0377

ATTACHMENT 10

EXHIBIT

REZ-24-03 / PIN

1758479244 Conditions of

Approval May 17, 2024

1. The subject property, Wake County Pin 1758479244, shall exclude or Prohibit the development/establishment of the following Zoning Specific uses listed as either Permitted or Special Uses within the General Commercial Zoning District per Land Development Ordinance Table 5.1. Permitted Principal Use Table:
 - School (K-12)
 - Bars and Nightclubs
 - Gas Station
 - Vehicle, Rental and Sales
 - Vehicle, Minor Service
 - Funeral Home
 - Tattoo Establishment
 - Water Storage Tower
 - Telecommunications Tower

Memo

To: Mayor Currin and Town Board of Commissioners
From: Meredith Gruber, Planning Director
Date: August 1, 2024
Re: TA-24-01 Land Development Ordinance (LDO) Amendments to Table 3.1.3. Residential High Development Standards, Table 6.4.3.G. Off-Street Parking Requirements, and Chapter 11 Definitions

Background

In January 2024, an application was received from Barbara Todd of American Engineering Associates, on behalf of Michael Fleming of BRD Land and Investment, to amend the Town of Rolesville's Land Development Ordinance (LDO) to allow 4,000 square foot lots for age restricted single family detached residential development and 1,900 square foot lots for age restricted single family attached residential development. The applicant is also requesting guest parking not be required for age restricted single family attached residential development. As per the Planning Board's suggestion, staff has added a definition of Age Restricted Residential Development to complete this text amendment package.

Proposed Text Amendments

The proposed text amendments for Table 3.1.3. Residential High Development Standards, Table 6.4.3.G. Off-Street Parking Requirements, and Chapter 11 Definitions follow on the next three pages of this staff report. Proposed text is shown in blue and underlined, and deletions are shown in ~~red strikethrough~~. Ordinance # 2024-O-39 is included as an attachment; it also includes the proposed text amendments for case TA-24-01.

Table 3.1.3. Residential High Development Standards

STANDARDS		RESIDENTIAL HIGH (RH) REQUIREMENTS				
Building Height		Max. 35'				
Density		Max: 6 Dwelling Units Per acre (Single Family Detached) <u>Max 8: Dwelling Units Per Acres (Age Restricted)</u> Max:9 Dwelling Units Per Acre (Attached) Max:12 Dwelling Units Per Acre (Multi Family)				
		Single Family Detached	<u>Single Family Detached (Age Restricted)</u>	Attached	<u>Attached (Age Restricted)</u>	Multiple Family
Building Setback (Min./Max.)	Front	15'	<u>15'</u>	15'	<u>15'</u>	20'
	Side	10'	<u>10' Aggregate</u>	0' Internal 10' End Unit Min. 30' Between structures	<u>0' Internal 5' End Unit Min. 16' Between structures Min. 10' Between two unit structures</u>	15'
	Rear	15'				
	Corner	15'	<u>15'</u>	15'	<u>15'</u>	20'
Lot	Width (Min)	75' (Single Family Detached) <u>40' (Single Family Detached Age Restricted)</u> 20' (Attached)				
	Coverage	N/A				
	Area (Min.)	7,500 (Single Family Detached) <u>4,000 Square Feet (Single Family Detached Age Restricted)</u> 2,000 Square Feet (Attached) <u>1,900 Square Feet (Attached Age Restricted)</u>				
Special Standards		No more than 15 gross acres may be assigned to attached or multiple family uses. This acreage limit shall be applied to the total of all attached and multifamily uses within a subdivision. Notwithstanding the foregoing, the acreage limit may be divided within and/or distributed throughout a subdivision. <u>There is no limitation for age restricted residential developments.</u>				

In addition to the applicant's request to have no guest parking requirement for single family attached age restricted residential development, staff has included some minor clarifications in the entire Off-Street Parking Requirements, Table 6.4.3.G.

6.4.3. OFF-STREET PARKING REQUIREMENTS

- C. **Required Off-Street Parking.** Required off-street parking is defined in Table 6.4.3.G. For example, under the "Minimum Required" column, "1.0~~/~~ per Dwelling Unit" shall be understood to mean at minimum one parking space per dwelling unit is required. Under the "Maximum Allowed" column, "2.0~~/~~ per Dwelling Unit" shall be understood to mean two parking spaces per dwelling unit are allowed as a maximum.

Table 6.4.3.G. Off-Street Parking Requirements

ROLESVILLE OFF -STREET PARKING REQUIREMENTS			
PRINCIPAL USES	MINIMUM REQUIRED	MAXIMUM ALLOWED	ADDITIONAL NOTES
RESIDENTIAL USES			
Dwelling, Single Family, Attached	2.0 / <u>per</u> Dwelling Unit Plus 0.25 Guest Spaces / <u>per</u> Dwelling	No Maximum	Exclusive of garage, which shall not be included in minimum and maximum. <u>There is no guest parking requirement for age restricted residential developments.</u>
Dwelling, Multiple Family	1.5 / <u>per</u> Dwelling Unit Plus 0.10 Guest Spaces / <u>per</u> Dwelling Unit	2.5 / <u>per</u> Dwelling Unit	A maximum of 10% additional guest parking of total parking count may be permitted.
Dwelling, Upperstory Unit	1.0 / <u>per</u> Dwelling Unit	2.0 / <u>per</u> Dwelling Unit	
Live-Work Unit	0.75 / <u>per</u> Dwelling Unit	1.75 / <u>per</u> Dwelling Unit	
Residential Care (ALF, ILF, CCF)	0.25 / <u>per</u> Bed	1.0 / <u>per</u> Bed	
CIVIC USES			
Assembly/Church	1.0 per 4.0 seats in the principal assembly room	2.0 per 4.0 seats in the principal assembly room	
Day Care	2.5 / <u>per</u> 1,000 SF	5.0 / <u>per</u> 1,000 SF	
Government Office	2.5 / <u>per</u> 1,000 SF	5.0 / <u>per</u> 1,000 SF	
Parks/Public Recreation Facilities	3.0 Per Gross Acre Plus 1.0 Per 1,000 SF of Gross Floor Area of Buildings	No Maximum	
Schools (K-12)	1.0 per 5.0 seats in the principal assembly room	2.0 per 5.0 seats in the principal assembly room	Minimum parking for schools shall be consistent with

			Wake County Standards
COMMERCIAL USES			
Bank	2.5 / <u>per</u> 1,000 SF	6.0 / <u>per</u> 1,000 SF	
Eating Establishment	2.5 / <u>per</u> 1,000 SF	10.0 / <u>per</u> 1,000 SF	Outdoor seating shall be included in square footage.
Lodging	0.5 / <u>per</u> Room	2.5 / <u>per</u> Room	
Recreation, Indoor	4.0 / <u>per</u> 1,000 SF	10.0 / <u>per</u> 1,000 SF	
Recreation, Outdoor	5.0 <u>Per</u> Gross Acre Plus 1.0 <u>Per</u> 1,000 SF of Gross Floor Area of Buildings	10.0 <u>Per</u> Gross Acre Plus 1.0 <u>Per</u> 1,000 SF of Gross Floor Area of Buildings	
Retail Sales and Services	2.5 / <u>per</u> 1,000 SF	7.5 / <u>per</u> 1,000 SF	Shopping centers will be based on an aggregate of square feet, not uses, to determine required parking.
Vehicle, Rental and Sales	1.0 / <u>per</u> 1,000 SF of Gross Floor Area of Buildings Plus 1.0 <u>Per</u> 10,000 SF of Outdoor Display Area	3.0 / <u>per</u> 1,000 SF of Gross Floor Area of Buildings Plus 1.0 <u>Per</u> 10,000 SF of Outdoor Display Area	
OFFICE AND MEDICAL			
Hospital	2.0 / <u>per</u> Hospital Bed	5.0 / <u>per</u> Hospital Bed	
Medical Facility	2.0 / <u>per</u> 1,000 SF	5.0 / <u>per</u> 1,000 SF	
Professional Office	2.0 / <u>per</u> 1,000 SF	5.0 / <u>per</u> 1,000 SF	
INDUSTRIAL USES			
Industrial, Light	0.5 / <u>per</u> 1,000 SF	2.0 / <u>per</u> 1,000 SF	
Warehousing	0.5 / <u>per</u> 1,000 SF	2.0 / <u>per</u> 1,000 SF	
Wholesale Trade	0.5 / <u>per</u> 1,000 SF	2.0 / <u>per</u> 1,000 SF	

Section 11.7. Definitions

[Age Restricted Residential Development : An age-restricted residential development is any housing type that qualifies for an exemption as “Housing for Older Persons” under the Federal Fair Housing Amendment Act of 1988, 42 U.S.C. 3607\(B\).](#)

Planning Board Recommendation

At their June 24, 2024 meeting, the Planning Board unanimously recommended approval of TA-24-01 with a vote of 5 – 0 (1 absence, 1 vacancy). The Board noted that a definition of age restricted housing should be added to the amendment request.

Staff Recommendation

Staff recommends approval of TA-24-01. The text amendment aligns with the Town of Rolesville’s Strategic Plan Objective 3.5 - *Encourage long-range planning to address growth*

concerns related to the watershed, diverse housing, traffic, and the environment. The provision of development standards to allow smaller lots for age restricted housing adds to development opportunities for diverse housing needs.

Proposed Motion

Motion to (*approve* or *deny*) TA-24-01 LDO Amendments to Table 3.1.3. Residential High Development Standards, Table 6.4.3.G. Off-Street Parking Requirements, and Chapter 11 Definitions

Attachment

Ordinance # 2024-O-39

**PROPOSAL TO AMEND
THE LAND DEVELOPMENT ORDINANCE,
TOWN OF ROLESVILLE, NORTH CAROLINA
Case Number TA-24-01 RH Zoning District/Off-Street Parking/Definition(s)
Ordinance # 2024-O-39**

WHEREAS, the Town of Rolesville has received a petition to amend the Land Development Ordinance Table 3.1.3. Residential High Development Standard, Table 6.4.3.G. Off-Street Parking Requirements, and Section 11 Definitions.

WHEREAS, North Carolina General Statute Section NC Chapter § 160D-702. (Effective until January 1, 2025) Grant of power; (a) A local government may adopt zoning regulations. Except as provided in subsections (b) and (c) of this section, a zoning regulation may regulate and restrict the height, number of stories, and size of buildings and other structures; the percentage of lots that may be occupied; the size of yards, courts, and other open spaces; the density of population; the location and use of buildings, structures, and land.

WHEREAS, the Town of Rolesville Board of Commissioners firmly believes that it is in the public interest to amend the Town's Land Development Ordinance described below.

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

SECTION 1. That Section 3.1.3. Residential High Development Standards be amended to read as follows:

- ✓ Addition (additions are underlined)
- Deletion (deletions are ~~struck through~~)
- Alteration (additions are underlined and deletions are ~~struck through~~)

Table 3.1.3. RH Development Standards

STANDARDS		RESIDENTIAL HIGH (RH) REQUIREMENTS				
Building Height		Max. 35'				
Density		Max: 6 Dwelling Units Per acre (Single Family Detached) Max 8: Dwelling Units Per Acres (Age Restricted) Max:9 Dwelling Units Per Acre (Attached) Max:12 Dwelling Units Per Acre (Multi Family)				
		Single Family Detached	<u>Single Family Detached (Age Restricted)</u>	Attached	<u>Attached (Age Restricted)</u>	Multiple Family
Building Setback (Min./Max.)	Front	15'	<u>15'</u>	15'	<u>15'</u>	20'
	Side	10'	<u>10' Aggregate</u>	0' Internal 10' End Unit Min. 30' Between structures	<u>0' Internal 5' End Unit Min. 16' Between structures Min. 10' Between two unit structures</u>	15'
	Rear	15'				
	Corner	15'	<u>15'</u>	15'	<u>15'</u>	20'
Lot	Width (Min)	75' (Single Family Detached) <u>40' (Single Family Detached Age Restricted)</u> 20' (Attached)				
	Coverage	N/A				
	Area (Min.)	7,500 (Single Family Detached) <u>4,000 Square Feet (Single Family Detached Age Restricted)</u> 2,000 Square Feet (Attached) <u>1,900 Square Feet (Attached Age Restricted)</u>				
Special Standards		No more than 15 gross acres may be assigned to attached or multiple family uses. This acreage limit shall be applied to the total of all attached and multifamily uses within a subdivision. Notwithstanding the foregoing, the acreage limit may be divided within and/or distributed throughout a subdivision. <u>There is no limitation for age restricted residential developments.</u>				

SECTION 2. That Section 6.4.G. Off-Street Parking Requirements be amended to read as follows:

- ✓ Addition
- ✓ Deletion (deletions are ~~struck through~~)
- Alteration (additions are underlined and deletions are ~~struck through~~)

Table 6.4.3.G. Off-Street Parking Requirements

C. **Required Off-Street Parking.** Required off-street parking is defined in Table 6.4.3.G. For example, under the “Minimum Required” column, “1.0 ~~per~~ Dwelling Unit” shall be understood to mean at minimum one parking space per dwelling unit is required. Under the “Maximum Allowed” column, “2.0 ~~per~~ Dwelling Unit” shall be understood to mean two parking spaces per dwelling unit are allowed as a maximum.

Table 6.4.3.G. Off-Street Parking Requirements

ROLESVILLE OFF -STREET PARKING REQUIREMENTS			
PRINCIPAL USES	MINIMUM REQUIRED	MAXIMUM ALLOWED	ADDITIONAL NOTES
RESIDENTIAL USES			
Dwelling, Single Family, Attached	2.0 per Dwelling Unit Plus 0.25 Guest Spaces per Dwelling	No Maximum	Exclusive of garage, which shall not be included in minimum and maximum. <u>There is no guest parking requirement for age restricted residential developments.</u>
Dwelling, Multiple Family	1.5 per Dwelling Unit Plus 0.10 Guest Spaces per Dwelling Unit	2.5 per Dwelling Unit	A maximum of 10% additional guest parking of total parking count may be permitted.
Dwelling, Upperstory Unit	1.0 per Dwelling Unit	2.0 per Dwelling Unit	
Live-Work Unit	0.75 per Dwelling Unit	1.75 per Dwelling Unit	
Residential Care (ALF, ILF, CCF)	0.25 per Bed	1.0 per Bed	
CIVIC USES			
Assembly/Church	1.0 per 4.0 seats in the principal assembly room	2.0 per 4.0 seats in the principal assembly room	
Day Care	2.5 per 1,000 SF	5.0 per 1,000 SF	
Government Office	2.5 per 1,000 SF	5.0 per 1,000 SF	
Parks/Public Recreation Facilities	3.0 Per Gross Acre Plus 1.0 Per 1,000 SF of Gross Floor Area of Buildings	No Maximum	
Schools (K-12)	1.0 per 5.0 seats in the principal assembly room	2.0 per 5.0 seats in the principal assembly room	Minimum parking for schools shall be

			consistent with Wake County Standards
COMMERCIAL USES			
Bank	2.5 0 per 1,000 SF	6.0 0 per 1,000 SF	
Eating Establishment	2.5 0 per 1,000 SF	10.0 0 per 1,000 SF	Outdoor seating shall be included in square footage.
Lodging	0.5 0 per Room	2.5 0 per Room	
Recreation, Indoor	4.0 0 per 1,000 SF	10.0 0 per 1,000 SF	
Recreation, Outdoor	5.0 Per Gross Acre Plus 1.0 Per 1,000 SF of Gross Floor Area of Buildings	10.0 Per Gross Acre Plus 1.0 Per 1,000 SF of Gross Floor Area of Buildings	
Retail Sales and Services	2.5 0 per 1,000 SF	7.5 0 per 1,000 SF	Shopping centers will be based on an aggregate of square feet, not uses, to determine required parking.
Vehicle, Rental and Sales	1.0 0 per 1,000 SF of Gross Floor Area of Buildings Plus 1.0 Per 10,000 SF of Outdoor Display Area	3.0 0 per 1,000 SF of Gross Floor Area of Buildings Plus 1.0 Per 10,000 SF of Outdoor Display Area	
OFFICE AND MEDICAL			
Hospital	2.0 0 per Hospital Bed	5.0 0 per Hospital Bed	
Medical Facility	2.0 0 per 1,000 SF	5.0 0 per 1,000 SF	
Professional Office	2.0 0 per 1,000 SF	5.0 0 per 1,000 SF	
INDUSTRIAL USES			
Industrial, Light	0.5 0 per 1,000 SF	2.0 0 per 1,000 SF	
Warehousing	0.5 0 per 1,000 SF	2.0 0 per 1,000 SF	
Wholesale Trade	0.5 0 per 1,000 SF	2.0 0 per 1,000 SF	

SECTION 3. That Section 11.7 Definitions be amended to read as follows:

- ✓ Addition (additions are **underlined**)
- Deletion (deletions are ~~struck through~~)
- Alteration (additions are **underlined** and deletions are ~~struck through~~)

Section 11.7. Definitions

Age Restricted Residential Development : An age-restricted residential development is any housing type that qualifies for an exemption as “Housing for Older Persons” under the Federal Fair Housing Amendment Act of 1988, 42 U.S.C. 3607(B).

SECTION 4. That all laws and clauses of law in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 5. That if this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable.

SECTION 6. That this ordinance has been adopted following a duly advertised legislative hearing of the Town Council and following review and recommendation by the Planning Board.

SECTION 7. That this ordinance shall be enforced as provided in the Town of Rolesville's Land Development Ordinance.

SECTION 8. Effective Date. This ordinance shall become effective on the date of its adoption by the Board of Commissioners.

Adopted this 06 day of August 2024 by the Town of Rolesville Board of Commissioners.

Ronnie I. Currin
Town of Rolesville Mayor

CERTIFICATION

I, _____, Town Clerk for the Town of Rolesville, North Carolina, do hereby certify the foregoing to be a true copy of an ordinance duly adopted at the meeting of the Town Board of Commissioners held on this ___ day of _____, 2024.

In witness whereof, I have hereunto set my hand and caused the seal of the Town of Rolesville to be affixed this ___ day of _____, 2024.

(seal)

Robin Peyton
Town Clerk



Memorandum

To: Mayor and Town Board
From: Eddie Henderson, Parks Superintendent
Date: July 31, 2024
Re: Farm Park Entrance Project – Bid Acceptance

Background

In order to begin the process of providing access to the Farm Park for public use and future construction, the Town has undertaken an effort to construct turn lanes into the park from Louisburg Road and a gravel road driveway that runs through the park.

Bids

This project was advertised for bid on June 6, 2024, with anticipated bid opening of July 23. 7 sealed bids were received:

CONTRACTOR	TOTAL BID
Cardinal Civil Contracting, LLC	\$778,763.00
H.G. Reynolds Co., Inc.	\$942,000.00
Fred Smith Company	\$1,100,000.00
Lanier Construction Co., Inc.	\$1,113,706.70
Triangle Grading & Paving, Inc.	\$1,396,000.00
Carolina Sunrock, LLC	\$1,458,404.00
Bar Construction Company, Inc.	\$1,680,000.00

The Town’s civil engineering consultant for this project, McAdams, recommends that the Town accept the bids and award the contract to the lowest responsible responsive bidder, Cardinal Civil Contracting for \$778,763.00. Staff agree with this recommendation.

The Board of Commissioners has already appropriated \$1,550,000 for this project. Staff estimate that sufficient funds are in place to complete this portion of the project and plan on setting aside 25 percent of the bid total as a contingency fund with the remaining funds.

REVENUES	
Budgeted amount	\$1,550,00
EXPENDITURES	
Project to date	\$110,522
Construction	\$778,763
CEI	\$150,000
Construction admin	\$30,000
Contingency	<u>\$200,000</u>
Total Expected Expenditures	\$1,269,286

**RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE
Farm Park Entrance Road Project**

WHEREAS, in accordance with NCGS 143-128, beginning June 6, 2024, the Town of Rolesville solicited formal bids by advertisement on the websites for the Town or Rolesville, NC Department of Administration Historically Underutilized Businesses, and NC Department of Administration Interactive Purchasing System; and

WHEREAS, 7 bids were received on the initial bid opening date of July 23, 2024; and

WHEREAS, the following bids were received and opened on June 23, 2024:

CONTRACTOR	TOTAL BID
Cardinal Civil Contracting, LLC	\$778,763.00
H.G. Reynolds Co., Inc.	\$942,000.00
Fred Smith Company	\$1,100,000.00
Lanier Construction Co., Inc.	\$1,113,706.70
Triangle Grading & Paving, Inc.	\$1,396,000.00
Carolina Sunrock, LLC	\$1,458,404.00
Bar Construction Company, Inc.	\$1,680,000.00

NOW THEREFORE, BE IT RESOLVED by the Town of Rolesville Mayor and Board of Commissioners,

Section 1. That the Town accepts the bids and awards the contract to the lowest responsible responsive bidder, Cardinal Civil Contracting, LLC, in the amount of \$778763 for the Farm Park Entrance Road Project.

Section 2. That the Town Manager is hereby authorized to execute the contract with Cardinal Civil Contracting, LLC and other documents as may be required.

Adopted this August 6th, 2024.

Ronnie I. Currin, Mayor

ATTEST:

Robin E. Peyton, Town Clerk

M E M O R A N D U M

TO: Mayor and Town Commissioners

FROM: David J. Neill, Town Attorney

DATE: August 2, 2024

RE: **CONSIDERATION OF AMENDMENT TO ROADWAY
REIMBURSEMENT AGREEMENT BETWEEN THE TOWN OF
ROLESVILLE AND MITCHELL MILL ROAD INVESTORS, LLC**

Background.

In March of 2021, the Town entered into a contract (the “**Agreement**”) to reimbursement private developer, Mitchell Mill Road Investors, LLC (“**Mitchell Mill**”) for Mitchell Mill’s actual costs incurred in the construction of certain improvements to Rolesville Road (the “**Project**”). These improvements go beyond normal frontage improvements that would be required as part of Mitchell Mill’s development of the Kalas Falls community.

Agreements with private parties to reimburse them for public roadway improvements are authorized by North Carolina law and the Town Code.

Increases in construction costs over the past three years have increased the Project cost considerably, thereby leaving the estimated reimbursable cost to Mitchell Mill higher than the Agreement’s cap on reimbursement authorized in the discretion of the town manager. The currently authorized cap is \$697,039.00. The latest engineer’s estimate derived from the received construction bid places the Town’s share of this Project work at \$883,686.42.

Pursuant to the Agreement, reimbursable costs are reimbursed to Mitchell Mill in the form of ongoing credits against development fees that would otherwise be paid with permitting.

The Proposed Contract Amendment.

The enclosed First Amendment to Roadway Reimbursement Agreement increases the reimbursable credit cap to \$1,104,496.34, representing 125% of the current engineer’s estimate. The proposed amendment also makes other technical updates to the Contract.

Next Steps:

This proposed amendment may be taken up by the Board of Commissioners at a regular meeting without specific public notice or a hearing.

Proposed Action:

In light of well-documented increases in construction costs and the limitation of the funding source to a credit against fees, the requested amendment is reasonable, and staff recommends approval.

Possible form of a motion:

- **“I move adoption of the proposed ‘First Amendment to Roadway Reimbursement Agreement,’ and direct that the same be placed in final form by the town attorney and executed by the town manager.”**

Enclosures:

- 1) Proposed First Amendment to Roadway Reimbursement Agreement.
- 2) Roadway Reimbursement Agreement, March 2, 2021.

PROPOSED
FIRST AMENDMENT TO
ROADWAY REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO ROADWAY REIMBURSEMENT AGREEMENT (the “**First Amendment**”) is made and entered into by and between the **TOWN OF ROLESVILLE**, a North Carolina municipal corporation (“**Town**”) and **MITCHELL MILL ROAD INVESTORS, LLC**, a North Carolina limited liability company (“**Developer**”); Town and Developer are collectively hereinafter, the “**Parties**”).

W I T N E S S E T H :

WHEREAS, Town and Developer did enter into that certain Roadway Reimbursement Agreement dated March 2, 2021 regarding the construction by Developer of certain Improvements to Rolesville Road in furtherance of Town’s interest in ensuring the safe movement of traffic in this area of Rolesville (the “**Existing Agreement**”; the Existing Agreement as amended by this First Amendment, the “**Agreement**”);

WHEREAS, these Improvements to be constructed are in excess of what would otherwise be required as a construction obligation of Developer’s Development; and

WHEREAS, in accordance with the Agreement, Developer has solicited and received bids from contractors for construction of the Improvements in accordance with NC Gen. Stat. § 160A-309 Article 8 of Chapter 143 of the North Carolina General Statutes; and

WHEREAS, the lowest, responsible, responsive bid (the “**Bid**”) exceeds the maximum possible Reimbursement Credit the Town’s manager is authorized to grant under the Agreement; and;

WHEREAS, the Developer has requested that the Existing Agreement be amended to increase the maximum Reimbursement Credit cap to equal or exceed the Bid price; and

WHEREAS, the Town has determined that the public cost of the requested amendment will not exceed the estimated cost of providing for such improvements through either eligible force account qualified labor or through a public contract let pursuant to Article 8 of Chapter 143 of the North Carolina General Statutes; and

WHEREAS, at a regular meeting of the Town Board of Commissioners, by a _____ vote, the Town did agree to amend the Existing Agreement to increase the maximum Reimbursement Credit cap.

NOW THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. AMENDMENTS TO EXISTING AGREEMENT.

- A. The final sentence of Subsection 3.2.3 of the Existing Agreement is hereby deleted in its entirety and replaced with the following language:

Notwithstanding the language of this Section 3 or any other provision of this Agreement to the contrary, under no circumstance shall the Reimbursement Credit exceed **One Million One Hundred Four Thousand Four Hundred Ninety-six and 34/100 Dollars (\$1,104,496.34)** (i.e. 125% of the estimate of Reimbursable Costs as shown on Exhibit D).

- B. Subsection 14.1 is hereby amended by removing the name “Kelly Arnold” and replacing the same with the name “Eric Marsh.”
- C. Exhibit C to the Existing Agreement (the Developer’s Estimated Project Costs) is hereby deleted in its entirety and replaced with that engineer’s estimate from American Engineering dated August 1, 2024 attached hereto as Exhibit A.
- D. Exhibit D to the Existing Agreement (the Town’s Estimated Project Costs”) is hereby deleted in its entirety and replaced with that engineer’s estimate from American Engineering dated August 1, 2024 attached hereto as Exhibit B.

2. MISCELLANEOUS

- A. Enforceability. When duly executed and delivered by the Parties, this First Amendment and the Agreement constitute a legal, valid, and binding obligation and is enforceable against the Parties in accordance with its terms, and the Parties hereby ratify and affirm the Agreement as amended.
- B. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.
- C. Governing Law. This First Amendment shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).
- D. Continuing Effect. Other than as expressly amended and supplemented hereby, the Agreement shall remain unchanged in full force and effect.
- E. Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this First Amendment, or executed counterpart signature pages of this First Amendment, delivered by fax, email in portable document format (pdf), or other electronic transmission intended to preserve the original graphic appearance of the document shall be deemed to have the same legal effect as delivery of an original, signed copy of this First Amendment. Without limiting the foregoing, a copy of this First Amendment or

any other writing required under this First Amendment that is executed with an electronic signature as defined by the Uniform Electronic Transactions Act (N.C. Gen. Stat. § 66-311 et seq.) shall be deemed as binding upon the maker as any signature or mark made by ink or otherwise.

- F. Date of this Amendment. This First Amendment shall be effective upon the date of its completed execution by the Parties as determined conclusively from the later date of execution written beneath the Parties' respective signature blocks.

***REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, each party has caused this First Amendment to be executed as of the dates indicated hereinbelow.

“Developer”

MITCHELL MILL ROAD INVESTORS, LLC

By: _____
Name: _____
Title: _____
Date: _____

“Town”

TOWN OF ROLESVILLE

By: _____
Name: Eric Marsh
Title: Town Manager
Date: _____

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

Amy Stevens, Town Finance Director

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ROADWAY REIMBURSEMENT AGREEMENT

THIS ROADWAY REIMBURSEMENT AGREEMENT (“**Agreement**”) is entered into and made effective this 2nd day of March, 2021 (the “**Effective Date**”) by and between the Town of Rolesville, a North Carolina municipal corporation (“**Town**”), and Mitchell Mill Road Investors LLC, a North Carolina limited liability company (“**Developer**”). The Town and Developer are sometimes referred to herein as a “party” individually and as the “parties” collectively.

RECITALS:

WHEREAS, the Developer is the fee simple owner of the following parcels of real property (collectively, the “**Property**”) which are subject to this Agreement:

- (i) that certain tract of land located in the corporate limits of the Town and is further described by deeds recorded in Book 16997, Page 2212, Wake County Registry, and having current Wake County Real Estate ID 0159110 and PIN 1767295866;
- (ii) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 11940, Page 1155, Wake County Registry, and having a current Wake County Real Estate ID 0007593 and PIN 1767178299;
- (iii) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 12007, Page 2228, Wake County Registry, and having current Wake County Real Estate ID 0107995 and PIN 1767083228;
- (iv) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 17691, Page 1863, Wake County Registry, and having current Wake County Real Estate ID 0074674 and PIN 1757994300;
- (v) that certain tract of land located in the corporate limits of the Town and is further described by a deed recorded in Book 17691, Page 1867, Wake County Registry, and having current Wake County Real Estate ID 0188955 and PIN 1768002153; and

WHEREAS, a map of the Property is shown on EXHIBIT A attached hereto; and

WHEREAS, the Developer wishes to develop the Property for residential purposes as part of a project known as “Kalas Falls” (the “**Development**”) containing up to 550 residences in accordance with Town File SUP19-01 and that certain order titled Findings of Fact and Conclusions of Law approved by the Town Board of Commissioners on January 7, 2020 (the “**Order**”); and

WHEREAS, Chapter 160A, Section 309 of the North Carolina General Statutes authorizes North Carolina cities to enter into intersection and roadway improvement agreements with a

developer or property owner for public intersection or roadway improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, Chapter 52 of the Rolesville Town Code (the “**Code**”) sets forth the authority and procedures and terms under which the Town Manager may negotiate and the Town may approve reimbursement agreements; and

WHEREAS, pursuant to Section 52.04 of the Code, reimbursements under roadway agreements may be provided in the form of fee credits against required street impact fees when a developer installs roadway improvements of a type that generally would be paid by the Town out of a capital reserve account funded by street impact fees (collectively “**Credits**”).

WHEREAS, the Town has established certain impact fees for transportation due and payable upon building permit approval for residential dwellings on all residential lots within the Town to assist in the funding of new improvements to the Town transportation system, including roads (the “**Fees**”); and

WHEREAS, in accordance with the provisions of the Order, the Developer has agreed to construct certain improvements on those portions of Rolesville Road (SR 1003) described on EXHIBIT B attached hereto and incorporated herein (the “**Improvements**”); designed, approved, and constructed to ensure the safe movement of traffic for the residences of the Development, adjacent parcels, and the general public (the “**Project**”); and

WHEREAS, the Project is a portion of the intersection and roadway improvements being made by Developer in furtherance of the Development; and

WHEREAS, the Project and its Improvements will include the widening of Rolesville Road beyond what would otherwise be necessitated by the Development; and

WHEREAS, the Town desires the Project to be designed and constructed to serve the Development, adjacent properties, and the general public and Developer is capable of, and desires to design and construct the Project for such purpose in accordance with the Design and Construction Requirements (as defined below); and

WHEREAS, Developer agrees to fund the design and construction and any right of way and/or easement acquisition associated with the Project in accordance with the terms of the Code, North Carolina Department of Transportation (“**NC DOT**”) standards, and this Agreement; and

WHEREAS, the Code and NC Gen. Stat. § 160A-309 require developers seeking total Credit reimbursements exceeding \$250,000 under a roadway improvements agreement to comply with the provisions of Article 8 of Chapter 143 of the North Carolina General Statutes (“**Approved Bidding Process**”); and

WHEREAS, the Town agrees to participate financially in the Project solely through fee reimbursement, as described in this Agreement, to further the goals and purposes of the Town; and

WHEREAS, the Town finds the Project serves a public purpose, that the public cost will not exceed the Estimated Costs (as defined below) of the Improvements, and that the coordination

of public roadway improvements separately from the Developer's private land improvements would be impracticable; and

WHEREAS, the parties desire to enter into this Agreement in order to fully set forth the terms and conditions as to the Project to be required of the Developer and the cost participation agreed to by the Town.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the Town and Developer agree as follows:

1. **Recitals and Code Incorporated.** The recitals to this Agreement and references to the Code, as amended from time to time, are incorporated into this Agreement.
2. **Construction; Costs.** The engineering plans for the Project shall be in accordance with all Town, NCDOT, and design and construction requirements of applicable governmental authorities (collectively "**Design and Construction Requirements**"). The Developer shall construct Project in accordance with all Design and Construction Requirements and shall pay all costs incurred in connection with the design and construction of the Project. "**Reimbursable Costs**" shall mean all those direct Project costs and expenses of design, engineering, surveying, construction, required inspections and testing, right of way and easement acquisition costs, and professional fees attributable to those portions of the Project that are beyond what would otherwise be necessitated by the Development.
3. **Estimated Cost, Revisions, Rights of Way, Easements and Credits.**
 - 3.1 Estimated Costs and Automatic Revisions. The estimated total cost of the Project is **\$1,003,661.25**.¹ The estimate of the Reimbursable Costs of the Project is **\$557,631.25** as described in more detail in that letter from American Engineering dated February 8, 2021 and attached hereto as Exhibit D (the "**Estimated Costs**"). If, after the Approved Bidding Process (as described below in section 7), the Lowest Bid (as defined below in section 7) decreases the Estimated Costs, then such change shall be automatically approved ("**Automatic Approval**"). Developer shall send a notice of Automatic Approval to Town, but failure to send such a notice shall have no effect on the Automatic Approval. If Lowest Bid increases the Estimated Costs, or if in the course of the Project change orders or easement acquisition costs or right of way acquisition costs increase or decrease the final cost of the portions of the Project for which Developer may seek the Town's reimbursement, then either party may request an amendment to this Agreement to reflect that change. Approval of such amendments shall not unreasonably be withheld, provided all the requirements of this Agreement and the Code have been complied with. The parties agree to cooperate with each other to promptly comply with requests for records establishing costs and to promptly negotiate and execute appropriate amendments to this Agreement. Without limiting the foregoing, the Town shall not unreasonably withhold its consent to any change order or additional right of way or easement acquisition costs.

¹ The estimated total cost is derived from totaling the engineer's estimate letters of February 8, 2021 attached hereto as Exhibit C and Exhibit D.

3.2 Reimbursement Credit.

- 3.2.1 Documentation. Within thirty (30) days of NCDOT Acceptance (as defined below), Developer shall submit the information described below. The Documentation shall be submitted in such form and detail as may be reasonably requested by the Town, along with any such additional information Town may reasonably request (collectively the “**Documentation**”):
- 3.2.1.1 The certified statement of an engineer licensed in the State of North Carolina, regarding the construction costs of the Project, with a break-down of unit and quantity costs, and such other expenses and descriptions of the Project as the Town may reasonably request.
 - 3.2.1.2 A verified statement from an officer of the Developer identifying the individual(s) or firm(s) that performed the engineering, design, professional, and administrative work for the Project, the portions of the Project for which each was responsible, and the amounts paid to such individual(s) and/or firm(s).
 - 3.2.1.3 For legal work, one or more signed statements from a responsible attorney with the firm(s) doing such work summarizing the costs paid by Developer for legal work performed after the Effective Date on those portions of the Project for which Reimbursable Costs may be incurred.
 - 3.2.1.4 For property acquisition, including easement acquisition, (i) a verified statement from an officer of Developer of amounts paid in connection with acquisition of off-site real property interests; (ii) copies of the deeds for such real property interests; (iii) a signed statement by a licensed North Carolina attorney on a list of approved attorneys for a title insurance company authorized to sell title insurance in North Carolina identifying the individuals having ownership interests in Developer and certifying that none of the identified individuals had any ownership interest in the acquired properties at the time of, or within five (5) years prior to, their acquisition.
 - 3.2.1.5 Developer’s final accounting for the Project’s expenses, including the actual, documented Reimbursable Costs together with Developer’s requested total Credit reimbursement.
- 3.2.2 Retention of Documents Regarding Costs. Developer shall maintain all contracts associated with the design, engineering, construction, and administration of the Project, and legal work and property acquisition for the Project, and the payment records and invoices for the Project, for five (5) years following completion of the Project, and shall produce such records and any other information related to the work upon Town request.

3.2.3 Determination of Credits. Within thirty (30) days of receipt of the Documentation, the Town Manager shall deliver to Developer the Town's determination of the total amount of the Credits to be awarded on the basis of the Reimbursable Costs (the "**Reimbursement Credit**"). Except in the event that the Reimbursable Costs exceed the latest approved Estimated Costs or the Town determines that the Reimbursable Costs to be otherwise unreasonable, the Reimbursable Credit shall equal the Reimbursable Costs. If the Town questions the reasonableness of the Reimbursable Costs, the Town Manager shall first notify the Developer and shall consider all information provided by the Developer. The Town Manager's determination of the Reimbursement Credit, to the extent consistent with this Agreement, shall be final. Notwithstanding this Section 3 and any other provision of this Agreement to the contrary, under no circumstance shall the Reimbursable Credit exceed **\$697,039.00** (i.e. 125% of the estimate of Reimbursable Costs as shown on Exhibit D).

3.3 Rights of Way and Easements. The Developer shall convey (with respect to the Property), and shall use commercially reasonable efforts to cause other property owners necessary for the Project to convey (with respect to real property owned by other property owners), all rights of way and easements necessary for the Project. Any right of way agreements and deeds of easement shall be subject to NCDOT approval and thereafter submitted to the Town for review and approval as to form and content. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town in its sole and absolute discretion may, but shall have no obligation to, utilize its eminent domain authority to obtain the necessary easements for the Project, with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. Developer's failure to obtain all rights of way and easements for the Project and/or Town's determination not to utilize its eminent domain authority for the Project shall not be a basis for default under this Agreement.

3.4 Credits.

3.4.1 The sum of available Credits shall be equal to the total Reimbursement Credit and shall be available after the date of Reimbursement Credit and shall apply exclusively to the Fees owed by Developer to Town for the Development. As of the Effective Date, the Fees for residential single and two-family dwellings equal \$3,200.00 per unit and the fees for townhome dwellings equal \$2,400.00 per unit. Developer and Town agree that any Credits for a residential unit in the Development shall equal the Fees due for such residential unit, as such Fees may be amended from time to time by the Town. Developer may utilize the available balance of the Reimbursement Credit for any lot in any phase of the Development. Developer may utilize all of the Reimbursement Credit prior to completion of all phases of the Development.

3.4.2 The Fees for a lot in the Development shall be due upon building permit approval and prior to the issuance of a building permit for a lot in the Development. Credits

may be used only to offset the Fees accruing for lots in the Development. Town shall maintain an electronic record of the outstanding balance of the Reimbursement Credit available to Developer (the “**Record**”), which shall be delivered to Developer upon written request. Developer shall be responsible for maintaining its own records of available Credits. In the event of a discrepancy between Developer and Town offset records, the Town records control.

3.4.3 To use Credits, Developer or Developer’s designee must request the Credit at the time of application for a building permit directing that Credits be applied to the permit application or group of permit applications. Credits will only be accepted for an amount equal to the Fees due for the residential single and two-family dwellings and/or townhome dwellings referenced in the permit application for the lots in the Development. The Credits may be utilized on a first come, first serve basis at the time of building permit issuance for the homes that are constructed within their respective portion of the Development. The Town has no obligation to remind Developer of the availability of Credits. The Town shall have no liability for applying a Credit against Fees if a permit application is submitted by any third party without Developer’s consent or approval. The Town’s only obligation under this section 3.5.3 shall be to apply the Credits to Fees for lots in the Development on a first come, first serve basis based on permit applications submitted to Town.

3.4.4 Developer shall not be entitled to any refund or cash payment for unused Credits or for Credits applied to subsequently expired building permits.

3.5 Eligible Cash Reimbursements. There are no eligible cash reimbursements for the Project.

4. **Review and Consent Required.** The Developer shall submit the engineering plans and drawings for the Project to the Town and NCDOT for review and receive approval of the same prior to advertising for public bids.
5. **Permits.** The Developer shall obtain all applicable permits for the Project prior to advertising the Project for public bids.
6. **Approved Bidding Process; Developer Responsibilities.** Developer shall do all of the following (collectively, “**Approved Bidding Process**”):
 - 6.1 Publicly bid the Project by complying with all applicable provisions of the North Carolina General Statutes regulating public contracts as amended from time to time. Primarily, this involves North Carolina General Statute 143-129 “Formal Bidding Procedure”, as amended from time to time.
 - 6.2 Utilize licensed registered professional to prepare the bidding documents and manage the Approved Bidding Process;
 - 6.3 Obtain Town’s prior approval for the bid opening date for the Project;

- 6.4 Award the bid to the bidder or bidders that submitted the lowest responsible bid or bids (“**Lowest Bid**”) taking into consideration quality, performance, and time specified in the bidding documents for the performance of the contract pursuant to the requirements of North Carolina General Statutes 143-129 and obtain prior consent of Town through the Town Manager.
- 6.5 Award the construction contract or contracts for the Project, provided that Developer shall be fully responsible for all the terms of the contract or contracts for the Project and the Town shall not be a party to any contract or contracts for the Project between Developer and any third party.
7. **Required Protections for City in Developer’s Contracts.** Developer shall ensure that all contracts for engineering, design, construction, or construction management for the Project include specific language that provides the following required protections: (i) the contract does not limit any warranties provided under operation of statute or common law concerning the engineering, design, construction, adequacy, or performance of the Improvements; (ii) the contract does not limit or shorten any statute of limitations provided by law regarding claims concerning the engineering, design, construction, adequacy, or performance of the Improvements; and (iii) the Town is named a third-party beneficiary of the contract for the purpose of making any claims regarding the engineering, design, construction, adequacy, or performance of the Improvements after their completion and acceptance by the Town; and (iv) all warranties available to the Developer under the contract are, in addition, available and assignable to the Town.
8. **Schedule.** The Developer shall submit a schedule to the Town Manager for the initiation and completion of the Project, including dates for other key events of the Project designated on the schedule (“**Schedule**”).
9. **Inspection.** The Town may inspect Project construction as Town deems appropriate.
10. **Developer Representations and Warranties.** Developer represents and warrants that Developer shall design and construct Project in a good and workmanlike manner, and in strict conformance with the Design and Construction Requirements and all federal, state, and local laws, regulations, ordinances and other requirements. Developer shall commence construction of the Project in accordance with Schedule and shall diligently pursue such construction to completion, subject to any delays that are outside of Developer’s control. Following construction of the Project, the Improvements for the Project shall be subject to a one-year warranty to be provided by Developer after acceptance by NCDOT (“**NCDOT Acceptance**”), provided the Project complies, in all material respects, with the version of the Design and Construction Requirements that was in effect at the time of plan approval.
11. **Default.** If Developer fails to comply in all material respects with the Approved Bidding Process, this Agreement shall terminate and Developer shall not be eligible for any Credits or other Reimbursement provided (i) Town delivers due notice, which notice shall clearly and concisely alert Developer as to the reason for the notice of default, and an opportunity for Developer to cure and (ii) Developer fails to cure the breach within fifteen (15) days after receipt of such notice. In the event Developer defaults in any other material respect in the

performance of its obligations hereunder, and provided Town delivers due notice, which notice shall clearly and concisely alert Developer as to the reason for the notice of default, Town may immediately suspend the application of Credits and may terminate this Agreement upon thirty (30) days written notice to Developer and Developer's failure to cure the default unless such default cannot reasonably be cured within said thirty (30) day period, in which case Developer shall have an additional amount of time to cure said default, not to exceed sixty (60) days, provided that Developer initiates the cure during the initial thirty (30) day cure period and diligently pursues the cure thereafter. In the event of Developer's default beyond any applicable cure period, Town may pursue any remedy available to it at law or in equity subject to any defenses that may be asserted by Town. The failure of Town to enforce any provision of this Agreement will not be deemed a waiver or consent to a subsequent default or breach by Developer.

12. **Indemnification.** The Developer shall defend, indemnify, and hold harmless the Town from and against any and all claims, demands, liabilities, costs, damages, and causes of action of every kind and character made by third parties (collectively "**Claims**") for damage to property or injury to or death of persons arising out of the Developer's negligent or wrongful design, construction or maintenance of the Project, except to the extent any such Claims arise out of the negligence or willful misconduct of the Town or its agents, employees or contractors. This indemnification as to Claims arising out of Developer's maintenance of the Project shall expire upon Acceptance by Town as to Claims arising out of incidents that occur after the date of NCDOT Acceptance. The indemnification as to Claims arising out of Developer's negligent or wrongful design or construction arising prior to Acceptance shall be effective as of the date of this Agreement and shall expire on the date that is one (1) year after NCDOT Acceptance.
13. **Termination.** This Agreement shall terminate at any time by mutual consent of both parties or upon the earlier of the date (i) of Developer's exhaustion of Credits and (ii) twelve (12) years from the Effective Date. Ten years from the date of this Agreement, any outstanding Credits shall terminate and this Agreement shall terminate.

14. **Notice.**

- 14.1 All notices, reports, and other communications ("**Notice**") under this Agreement shall be given to the following:

For the Developer: Mitchell Mill Road Investors LLC
Attention: Timothy Smith
105 Weston Estates Way
Cary, NC 27513

With a copy to: Longleaf Law Partners
Attention: David E. Miller, III
4509 Creedmoor Road, Suite 302
Raleigh, NC 27612

For the Town: Town of Rolesville
Attention: Kelly Arnold

502 Southtown Circle
Rolesville, NC 27571

With a copy to: Fox Rothschild LLP
David J. Neill
434 Fayetteville Street, Suite 2800
Raleigh, NC 27601

- 14.2 Notice given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, personal delivery or any method of service specified under Rule 4 of the NC Rules of Civil Procedure. Notice sent by mail shall be effective three days after the date of mailing. Notice given in any other manner shall be effective upon actual receipt by the addressee.
- 14.3 Each party is responsible for notifying the other in writing in the event of an address change.

15. General Provisions.

- 15.1 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. This Agreement may be modified or amended only by a written document executed by the parties with the same formalities required for the execution of this Agreement.
- 15.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 15.3 Electronic Version of Agreement. 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.
- 15.4 Authority. The individual signing Agreement on behalf of Developer has the right and power to do so and bind Developer to the obligations set forth herein and such individual does so represent and warrant that he has such authority. The Town represents and warrants that the North Carolina General Assembly has authorized the Town to execute this Agreement. Developer covenants that it will take no legal action against Town in which it is alleged that Town lacks authority to enter into any part of this Agreement.
- 15.5 Assignment. This Agreement may not be assigned without the written consent of the Town, which may be withheld for any reason. To obtain the Town's consent to an assignment, Developer shall provide a written Request for Approval of

Assignment, specifying with particularity the person or entity to whom assignment is proposed and such other information as the Town deems pertinent. Assignee shall execute a document in form acceptable to Town pursuant to which Assignee agrees to assume all the duties of Developer under this Agreement, including indemnification of Town. If assigned, then this Agreement shall be binding on the assignee, and its heirs, successors and approved assigns. Notwithstanding the foregoing, Developer may permit any builders or other third party purchaser (each, a “**Purchaser**”) of any lot in the Development to use Credits against the Fees due from such Purchaser for any such lot at the time of building permit application by such Purchaser.

- 15.6 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 15.7 Applicable Law and Venue. This Agreement shall be construed in accordance with the laws of the State of North Carolina, and it shall be binding upon, and inure to the benefit of, the Town and Developer and their respective successors and assigns. Any and all suits or actions related to this Agreement shall be brought exclusively in Wake County, North Carolina.
- 15.8 Dates. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.
- 15.9 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- 15.10 Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review and understand the provisions of this Agreement.
- 15.11 No Construction against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or

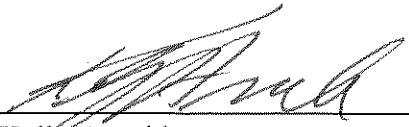
other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

[The remainder of this page is intentionally left blank. Signature page follows.]

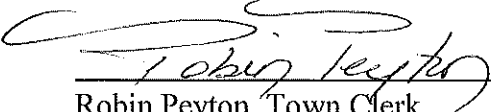
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

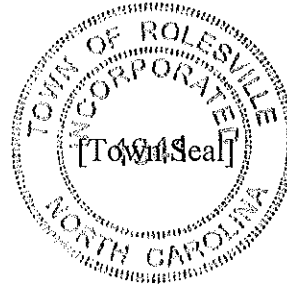
“Town”:

TOWN OF ROLESVILLE,
a North Carolina municipal corporation

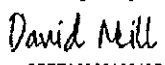
By: 
Name: Kelly Arnold
Title: Town Manager

Attest:


Robin Peyton, Town Clerk



Approved as to form:

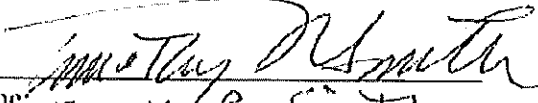
DocuSigned by:

David J. Neill, Town Attorney

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

By: 
Amy Stevens, Town Finance Director

"Developer":

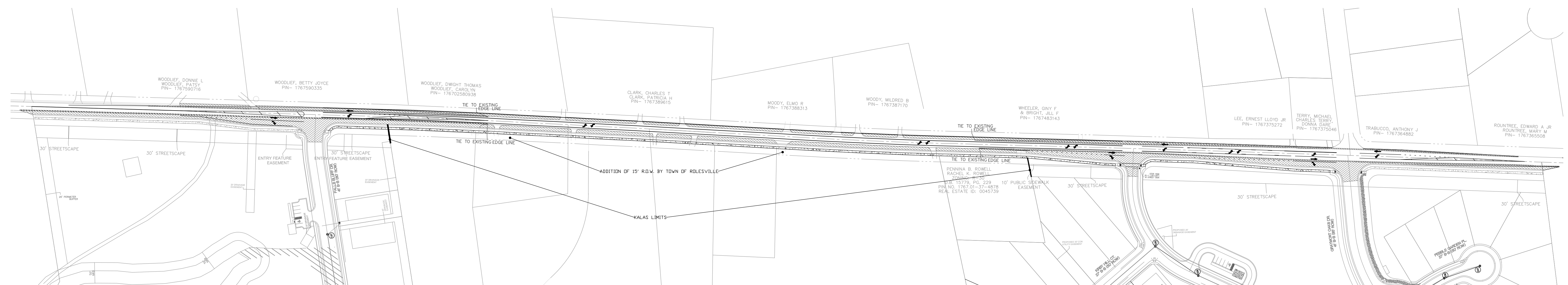
MITCHELL MILL ROAD INVESTORS LLC,
a North Carolina limited liability company

By: 
Name: Gregory R. Smith
Title: Manager

LIST OF EXHIBITS

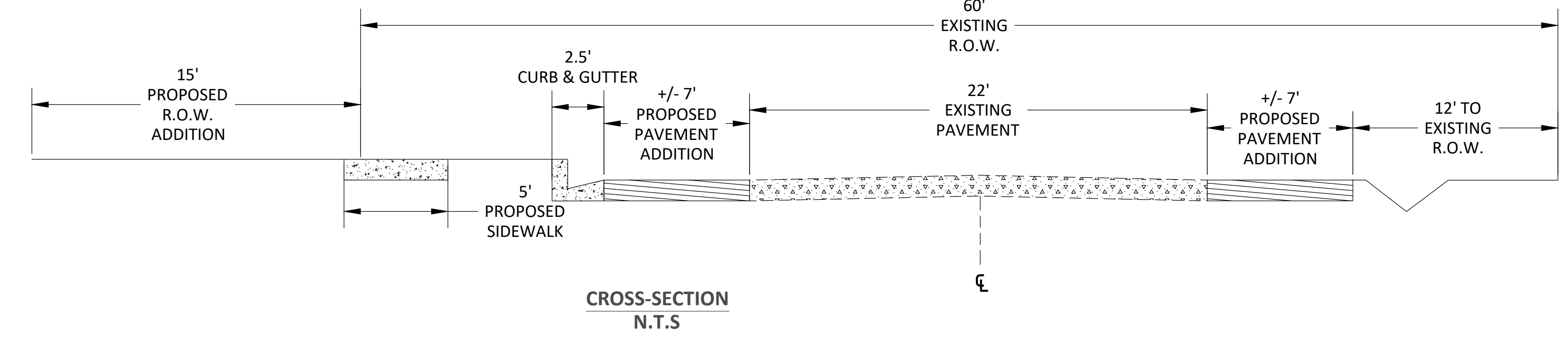
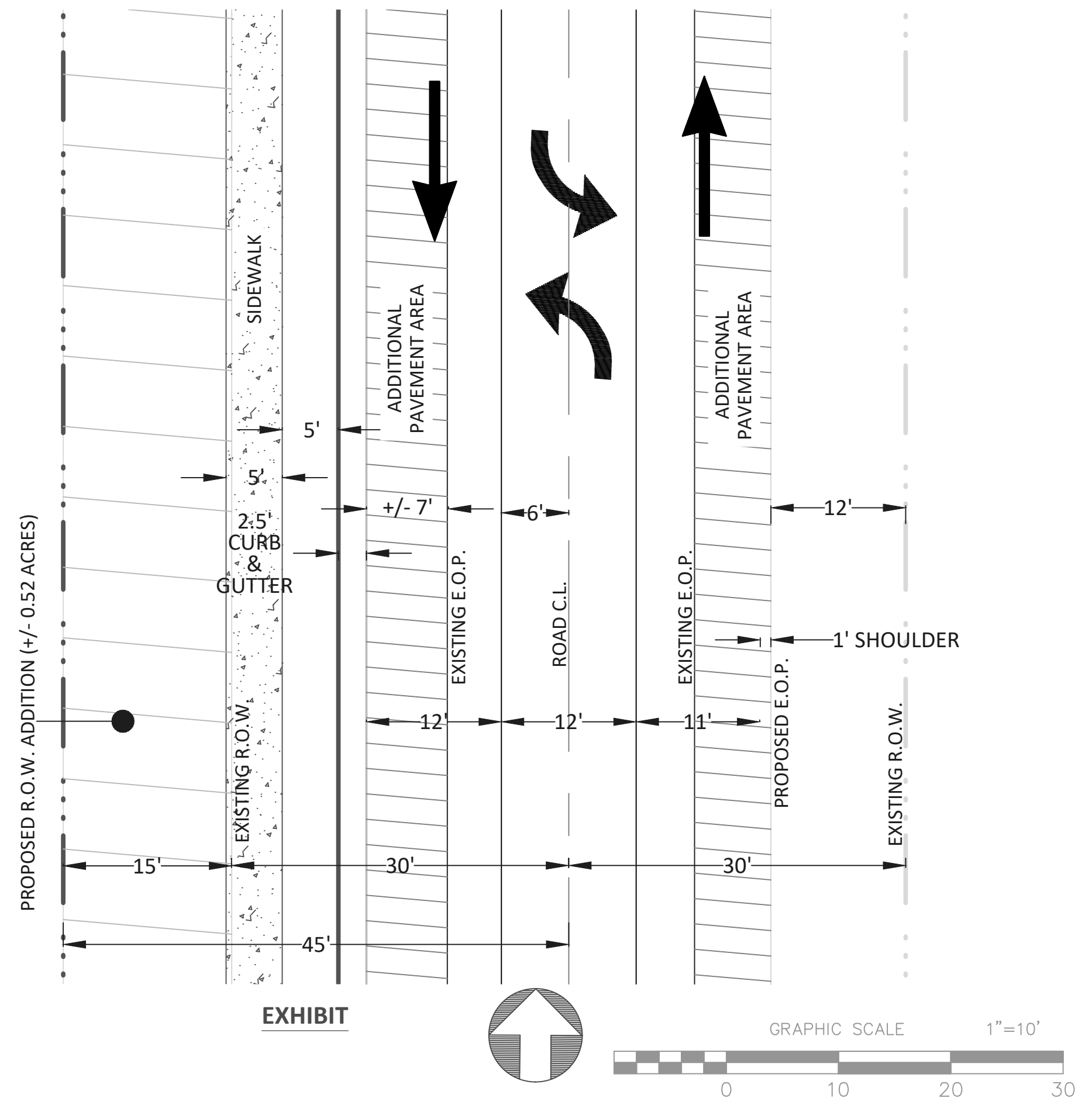
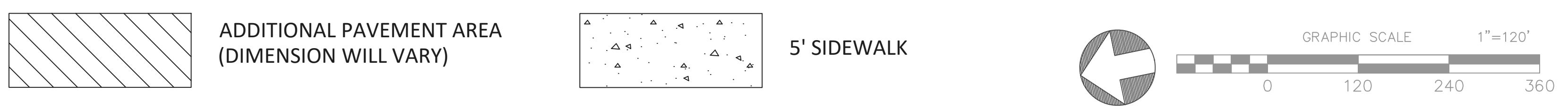
EXHIBIT A: Map of Property
EXHIBIT B: The Improvements
EXHIBIT C: Estimated Project Cost
EXHIBIT D: Estimated Costs

EXHIBIT A Map of Property



ROLESVILLE ROAD IMPROVEMENTS
TOWN OF ROLESVILLE RESPONSIBLE FOR SIDEWALK & R.O.W. ADDITION ON WEST SIDE, PAVEMENT ON EAST SIDE & ALL STRIPING

KALAS RESPONSIBLE FOR PAVEMENT ADDITION AND CURB & GUTTER ON WEST SIDE



PRELIMINARY

FOR INFORMATION, ONLY

NO.	DATE	REVISION:

STIPULATION FOR REUSE
 THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED, HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

**KALAS FALLS
 ROLESVILLE RD WIDENING**
 1832 ROLESVILLE ROAD
 WAKE COUNTY, NORTH CAROLINA

JOB NUMBER:
 CHECKED BY:
 DRAWN BY: ALP
 DATE: 01/20/2021

SHEET TITLE:
**LAYOUT,
 EXHIBIT &
 CROSS-SECTION**
 SHEET NO.:
EXHIBIT A

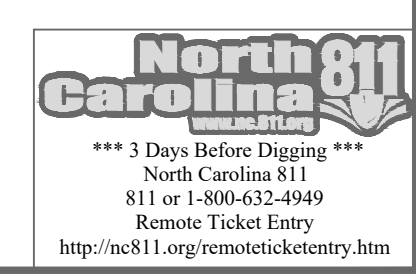
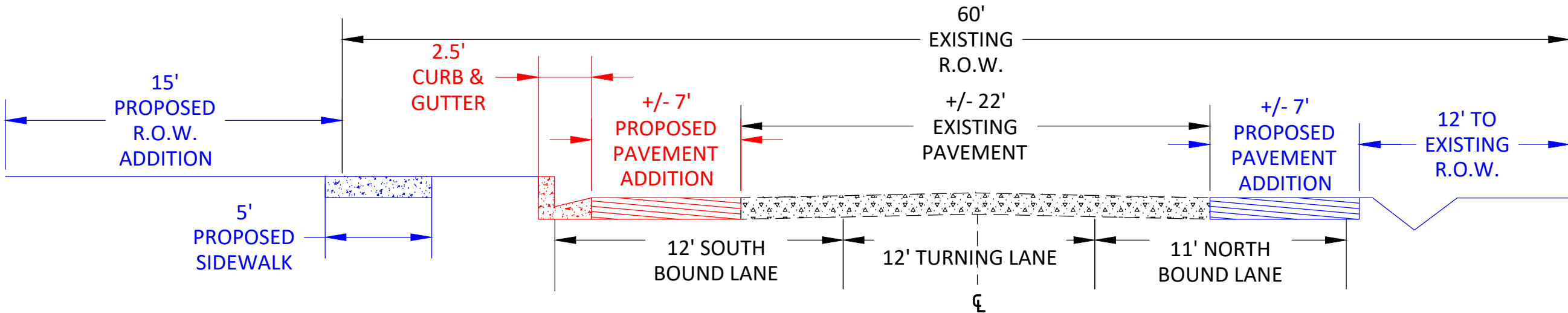
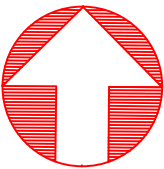


EXHIBIT B The Improvements



TYPICAL CROSS-SECTION
N.T.S



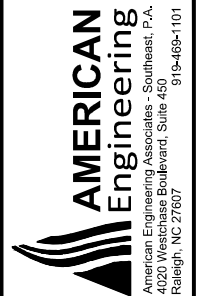
LEGEND:



ITEMS ELIGIBLE FOR REIMBURSEMENT FROM THE TOWN OF ROLESVILLE



ITEMS KALAS DEVELOPMENT ARE RESPONSIBLE FOR



PRELIMINARY

FOR INFORMATION, ONLY

NO.	DATE	REVISION

STIPULATION FOR REUSE
 THIS DRAWING WAS PREPARED FOR USE ON THE SPECIFIC SITE, NAMED HEREON, CONTEMPORANEOUSLY WITH ITS ISSUE DATE AS LISTED, HEREON, AND IT IS NOT SUITABLE FOR USE ON A DIFFERENT PROJECT SITE OR AT A LATER TIME. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THIS DRAWING FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED AND MAY BE CONTRARY TO THE LAW.

**KALAS FALLS
ROLESVILLE RD WIDENING
1832 ROLESVILLE ROAD
WAKE COUNTY, NORTH CAROLINA**

JOB NUMBER:
 CHECKED BY:
 DRAWN BY: ALP
 DATE: 01/20/2021
 SHEET TITLE:
**ROLESVILLE RD
GAP
EXHIBIT**
 SHEET NO.:
EXHIBIT B



XHIBIT C
Estimated Project Costs



February 8, 2021

Town of Rolesville
502 Southtown Circle
Rolesville, NC 27571

Attn: Mr. Kelly Arnold, Town Manager

The costs noted below are the responsibility of the Developer of the Kalas Falls for the Rolesville Road Improvements noted as Exhibit C.

Dear Mr. Arnold:

Project Estimate Description

The estimate provided hereinto is for this specific section of Rolesville Road which totals +/- 1,550 linear feet. This estimate is broken down to cover the estimated cost for project design and construction costs associates with the road improvements matching exhibit B that are the responsibility of the developer of the Kalas Falls subdivision.

Design & Project Construction:

Construction Design & Management	\$ 19,500.00
Geotechnical, Surveying	\$ 8,500.00
Roadway Construction Cost	\$ 418,030.00

The total estimated project cost is **\$ 446,030.00**

Upon your review of this, please feel free to call me with any questions.

Yours truly,

Hugh J. Gilleece III, P.E.
Managing Principal – Raleigh

EXHIBIT C

COST ESTIMATE Estimated Quantities
Kalas Falls Development- Roadway Gap Responsibility

Date: 10/12/20

Y:\Jobs\9900\Watkins Property\Documents\Dev. Agreement\Cost-Roadway Gap.xls

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Sec I Preliminary and Miscellaneous				
1	LS	Mobilization	\$ 12,500.00	\$ 12,500.00
0.96	AC	Clear and Grub	\$ 20,000.00	\$ 19,200.00
1	LS	Grading	\$ 35,000.00	\$ 35,000.00
1193	LF	Silt Fence	\$ 3.00	\$ 3,579.00
1193	LF	Tree Fence	\$ 4.00	\$ 4,772.00
1	LS	Maintain/reconnect Exist. Driveways	\$ 2,500.00	\$ 2,500.00
4	EA	Inlet Protection	\$ 300.00	\$ 1,200.00
1	LS	Traffic Control	\$ 25,000.00	\$ 25,000.00
10	CY	Undercut	\$ 35.00	\$ 350.00
		Tot. Sec. I		\$ 104,101.00
Sec. II Storm Drainage				
43	LF	Remove Exist. 12" CMP	\$ 25.00	\$ 1,075.00
66	LF	Remove Exist. 12" RCP	\$ 25.00	\$ 1,650.00
20	LF	Remove Exist. 15" RCP	\$ 30.00	\$ 600.00
36	LF	Remove Exist. 18" RCP	\$ 32.00	\$ 1,152.00
2	EA	Remove Exist. 18" RCP FES	\$ 950.00	\$ 1,900.00
904	LF	15" RCP	\$ 45.00	\$ 40,680.00
4	EA	Catch Basins	\$ 3,000.00	\$ 12,000.00
		Tot. Sec. II		\$ 59,057.00
Sec. III Roadway				
1205	SY	10" ABC	\$ 22.00	\$ 26,510.00
1205	SY	4" Asphalt, Type I-19C	\$ 26.00	\$ 31,330.00
1205	SY	3" Asphalt, Type S9.5C	\$ 38.00	\$ 45,790.00
265	SY	1.5" Milling Exist. Asphalt	\$ 8.00	\$ 2,120.00
1551	LF	30" Curb and Gutter	\$ 16.00	\$ 24,816.00
8	EA	Driveway Apron (NCDOT Detail 848.03)	\$ 4,500.00	\$ 36,000.00
100	SY	Miscellaneous Milling	\$ 12.00	\$ 1,200.00
1	LS	Relocation Ex. Signs & Mailboxes	\$ 3,500.00	\$ 3,500.00
		Tot. Sec. III		\$ 171,266.00
		Tot. for Project		\$ 334,424.00
		25% Contingency		\$ 83,606.00
		Grand Total		\$ 418,030.00

EXHIBIT D Estimated Project Costs



February 8, 2021

Town of Rolesville
502 Southtown Circle
Rolesville, NC 27571

Attn: Mr. Kelly Arnold, Town Manager

The costs noted below are the responsibility of the Town of Rolesville for the Rolesville Road Improvements noted as Exhibit D.

Dear Mr. Arnold:

Project Estimate Description

The estimate provided hereinto is for this specific section of Rolesville Road which totals +/- 1,550 linear feet. The estimate is broken down to cover services for assistance with right-of-way and easement acquisition and estimated cost for project design and construction costs associates with the road improvements matching exhibit B.

Easement & R/W Acquisition: Assist with acquisition, prepare the necessary mapping and appraisals to complete transactions.

Engineering, Appraisal, & Surveying	\$ 35,300.00
Estimated Easement Acquisition Cost	<u>\$ 100,000.00</u>
Total	\$ 135,300.00

Design & Project Construction:

Construction Design & Management	\$ 19,500.00
Geotechnical, Surveying	\$ 8,500.00
Roadway Construction Cost	<u>\$ 394,331.25</u>
Total	\$ 422,331.25

The total estimated project cost is **\$ 557,631.25**

Upon your review of this, please feel free to call me with any questions.

Yours truly,

Hugh J. Gilleece III, P.E.
Managing Principal – Raleigh

EXHIBIT D

COST ESTIMATE Estimated Quantities
Reimbursement Credits for Eastside Rd Widening

Date: 10/12/2020, rev 1-25-21, rev 1-27-21

Y:\Jobs\9900\Watkins Property\Documents\Dev. Agreement\Cost-Roadway Gap.xls

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Sec I Preliminary and Miscellaneous				
1	LS	Mobilization	\$ 12,500.00	\$ 12,500.00
0.5	AC	Clear and Grub	\$ 20,000.00	\$ 10,000.00
1	LS	Grading	\$ 35,000.00	\$ 35,000.00
1182	LF	Silt Fence	\$ 3.00	\$ 3,546.00
1	LS	Maintain/reconnect Exist. Driveways	\$ 2,500.00	\$ 2,500.00
1182	LF	Tree Fence	\$ 4.00	\$ 4,728.00
1	LS	Waddles	\$ 8,000.00	\$ 8,000.00
1	LS	Traffic Control	\$ 25,000.00	\$ 25,000.00
10	CY	Undercut	\$ 35.00	\$ 350.00
		Tot. Sec. I		\$ 101,624.00
Sec. II Storm Drainage				
41	LF	Remove Exist. 12" RCP	\$ 25.00	\$ 1,025.00
52	LF	Remove Exist. 15" RCP	\$ 30.00	\$ 1,560.00
1	EA	Remove existing cinder block wall	\$ 250.00	\$ 250.00
41	LF	Replace 12" RCP	\$ 32.00	\$ 1,312.00
52	LF	Replace 15" RCP	\$ 45.00	\$ 2,340.00
		Tot. Sec. II		\$ 6,487.00
Sec. III Roadway				
1203	SY	10" ABC	\$ 22.00	\$ 26,466.00
1203	SY	4" Asphalt, Type I-19C	\$ 26.00	\$ 31,278.00
1203	SY	3" Asphalt, Type S9.5C	\$ 20.00	\$ 24,060.00
2493	SY	1.5" Asphalt Overlay, Type S9.5C	\$ 10.50	\$ 26,176.50
263	SY	1.5" Milling Exist. Asphalt	\$ 8.00	\$ 2,104.00
1551	LF	5'x4" Sidewalk	\$ 18.50	\$ 28,693.50
1400	LF	Concrete Gap between B/C and the proposed sidewalk	\$ 18.50	\$ 25,900.00
1846	LF	4" White Edge Line	\$ 2.00	\$ 3,692.00
3496	LF	4" Solid Yellow	\$ 2.00	\$ 6,992.00
3496	LF	4" Yellow Skip Line	\$ 2.00	\$ 6,992.00
14	EA	Set of Dual Arrowheads for Center Turn Lane	\$ 200.00	\$ 2,800.00
7	EA	Driveway Apron	\$ 2,500.00	\$ 17,500.00
100	SY	Miscellaneous Milling	\$ 12.00	\$ 1,200.00
1	LS	Relocation Ex. Signs & Mailboxes	\$ 3,500.00	\$ 3,500.00
		Tot. Sec. III		\$ 207,354.00
		Tot. for Project	\$	\$ 315,465.00
		25% Contingency	\$	\$ 78,866.25
		Grand Total		\$ 394,331.25



FUTURE TOWN BOARD MEETINGS

(Please note this schedule is subject to change)

August 10, 2024 George Taylor Memorial Marker Placement in Main Street Park – 10:00 a.m. at the Gazebo.

August 20, 2024 Town Board Work Session – 6:00 p.m.

- Consent:
- Chamber Update.
- .
- .

September 3, 2024 Town Board Regular Meeting – 7:00 p.m. (Staff Reporting: P&R/PW)

- Proclamation: First Responders Month
- Proclamation: Community Planning Month.
- Consent: Minutes of August 6th and August 20th.
- Legislative Hearing: ANX-23-04 (200 School St.) and REZ-23-05 (Scarboro Apartments)

September 17, 2024 Town Board Work Session – 6:00 p.m.

- Legislative Hearing ANX24-02 – Merritt Property.
- .
- .

October 8, 2024 Town Board Regular Meeting – 7:00 p.m. (Staff Reporting: PD)

- Proclamation: Breast Cancer Awareness Month
- Consent: Minutes of September 3rd and September 17th.
- .
- .

October 22, 2024 Town Board Work Session – 6:00 p.m.

- Rolesville Downtown Development Association Report.
- .
- .
- .

Planning Items to be Scheduled by Planning Director:

- TA-24-01 – LDO Text Amendment – Residential Urban District Street – Legislative Hearings
- REZ-24-01 / ANX-24-02 – Merritt Property – Legislative Hearings
- REZ-23-01 – Averette & Jones Dairy Mixed Use – Legislative Hearing
- TBD – TA-24-XXX – LDO Text Amendment Next Round TBD