

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding (this “First Amendment”) effective as of the ____ day of _____ 2026, is by and between **WAKE COUNTY, NORTH CAROLINA**, a body politic and corporate (“Wake County” or the “County”) and **TOWN OF ROLESVILLE**, a municipality of the State of North Carolina (the “Town”). Wake County and the Town are also sometimes referred to herein as a “Party” or “the Parties”.

RECITALS:

WHEREAS, the County and the Town first entered into a MEMORANDUM OF UNDERSTANDING dated November 2, 2022 in order to proceed with a plan to develop a County Library Project (“Library Project”) on the proposed Rolesville Town Campus (“Town Campus”), located on East Young Street in Rolesville, NC, in coordination with other facilities planned by the Town for the Town Campus; and

WHEREAS, the Rolesville Town Board (“Rolesville Board”) at its October 3, 2023 meeting, approved a resolution adopting a master plan for the Town Campus (“Master Plan”), which Master Plan is attached hereto as Exhibit A; and

WHEREAS, there is a continued desire on the part of both parties to carefully integrate and coordinate the planning and design of the proposed Library Project within Master Plan for the above property; and

WHEREAS, the Parties now desire to amend and supplement the terms of the MOU as set forth in this First Amendment.

WHEREAS, the Memorandum of Understanding dated November 2, 2022, and this First Amendment are collectively referred to herein as “the MOU”.

NOW THEREFORE, in consideration of the promises and mutual understandings, the Parties hereby agree to amend the MOU in accordance with the following terms and conditions:

1. Purpose

The purpose of this First Amendment is to:

- a. Further define the general conditions related to the Library Project and its incorporation into the Town Campus.; and
- b. Extend the term of the MOU as described herein.

2. General Conditions

- a. Recap of Proposed Project: The Library Project will consist of a library of approximately 12,000 -14,000 SF and associated surface parking for approximately 80 vehicles. The intent is for the County to eventually construct this library within the Town Campus, which is proposed to include a number of new facilities, including a Police Station, Fire Station, Town Hall, and Community Center. A schematic Site Plan of the Town’s Campus is attached as Exhibit A, with the understanding that this is an early plan and will evolve. As previously stated, the Town agrees to grant the necessary easements or other interest necessary to

allow stormwater runoff from the library and surface parking to be managed elsewhere on Town Campus property, at a location and method mutually agreed upon by the parties.

- b. Leased Site for Community Library: The Town has purchased and assembled property fronted by East Young Street to the northeast, with the campus plan organized by a street intersection with East Young Street, extending southwest to meet another development at that end of the site. In furtherance of their mutual objectives, the Town and the County expect to execute a ground lease of that portion of the property owned by the Town that will envelop the library building footprint and required appurtenances for the development of a community library, including parking, with the extent of the leased area to be defined at a later date. A nominal fee of \$1 per year is proposed for the ground lease.

The County shall develop, plan, design, construct, own, operate and maintain the library building. External care and maintenance of the grounds surrounding the community library shall be defined and mutually agreed upon by the parties, either in the ground lease, or an Interlocal Agreement and/or a Joint Use Agreement to be developed subsequent to this MOU.

- c. Site Development: The Town will be responsible for planning, designing, constructing, permitting owning and maintaining the public street extensions and water and sanitary sewer lines associated with the public street extensions proposed for the core portion of the Town Campus.

The Parties will together develop a scope of utility infrastructure that will serve the library, including the location of Town utility service lines and appropriate demarcation points for County utility extensions. The County will be responsible for planning, designing, and coordinating all required utility services to connect the library site/building such as water and sewer, fiber optics, gas and other utility services on the library site. The County will pay to connect the utility service lines necessary for operation of the library to the Town's public utilities to be constructed by the Town in the Town's public street extensions

A preliminary site plan for the Library Project is attached hereto as Exhibit B. The parties acknowledge that the outline of the library building currently shown in this exhibit has evolved, and is different than that shown in Exhibit A. As the library plan is further developed, the County shall work collaboratively with the Town to assure that the final library site plan is coordinated with the Town's Master Plan. The parties also shall work collaboratively to establish architectural character goals for the library that are consistent with the proposed character of the Master Plan, yet allow for the design of the library to reflect the programmatic goals established by the County.

Should other future components for potential development on the site by either party or both Parties be contemplated, the Parties shall work collaboratively to define those components and seek appropriate approvals for those components by their appropriate governing boards.

3. **Term.** The Parties hereby acknowledge and agree that the MOU, which expired on May 2, 2024, is hereby reinstated, revived, and is in full force and effect, as amended by this First Amendment, effective as of the date first written above through twenty-four (24) months from the date of execution of this First Amendment by the last party. As previously stated in the original MOU, if the Parties agree and obtain all required approvals and appropriation of funding to proceed with the Project, including the County Library, then the Parties contemplate execution of a more formal and detailed Interlocal Agreement or Funding Agreement to replace this Memorandum prior to or at the end of the term.

4. Preliminary Project Schedule.

Town of Rolesville. The Town is planning to initially construct a Fire Station and Police Station in the locations shown on the attached Exhibit A. The Town's current schedule calls for construction to begin on these two projects in second quarter of 2027

Wake County Library Project. The County proposes to begin design of the Community Library in mid - 2026 with construction anticipated to begin in late 2027 and completion by early 2029.

- 5. Iran Divestment and Divestment from Companies Boycotting Israel.** The Parties agree that each shall obtain required certifications from all contractors performing work arising out of this MOU that they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.
6. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.
- 7. Continuing MOU.** Except as provided in this First Amendment, all of the terms, conditions, and agreements contained in the MOU shall remain unchanged and in full force and effect, and the same hereby are expressly ratified and confirmed by the County and the Town. In the event of a conflict between the purpose, terms and conditions of this First Amendment and the MOU, the purpose, terms and conditions of this First Amendment shall control.
- 8. Modification.** Any agreement hereinafter made shall be ineffective to change, modify or waive this First Amendment or the MOU in whole or in part, unless such agreement is in writing and is signed by the Party against whom enforcement of the change, modification or waiver is sought.

IN TESTIMONY WHEREOF, WAKE COUNTY AND THE TOWN OF ROLESVILLE through their authorized officers and by their own hands has hereunto set forth their hands and seals of the day and year first above written.

WAKE COUNTY

By: _____

Title: County Manager or Designee

Date: _____

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

Wake County Finance Officer

TOWN OF ROLESVILLE

By: _____

Title: Town Manager

Date: _____

Attest:

_____ [SEAL]
Secretary

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

Town of Rolesville Finance Director, or designee

EXHIBIT A

Proposed Town Master Plan



EXHIBIT B

Preliminary Site Plan for Library Project

