



AGENDA | REGULAR TOWN COUNCIL MEETING

December 10, 2024 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

Town Council and Town Senior Executive Leadership

Mayor: Jacques K. Gilbert | Mayor Pro-Tempore: Edward Gray

Council Members: Audra Killingsworth; Brett D. Gantt; Terry Mahaffey; Arno Zegerman

Town Manager: Randal E. Vosburg

Deputy Town Manager: Shawn Purvis

Assistant Town Managers: Demetria John and Marty Stone

Town Clerk: Allen L. Coleman | Town Attorney: Laurie L. Hohe

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

All Consent Agenda items are considered routine, to be enacted by one motion with the adoption of the Consent Agenda, and without discussion. If a Council Member requests discussion of an item, the item may be removed from the Consent Agenda and considered separately. The Mayor will present the Consent Agenda to be set prior to taking action on the following items:

CN1 Agreement - Facility Encroachment Agreement - Town of Apex and CSX Transportation - Chatham Street Water Line Construction and Maintenance

Matthew Reker, Utility Engineering Intern, Water Resources Department

CN2 Agreement - North Carolina Eastern Municipal Power Agency (NCEMPA) dba ElectriCities and the Town of Apex - Load Management Services - Continuous

Eric Neumann, Director, Electric Utilities Department

CN3 Agreement Amendment - Interlocal Agreement between Town of Apex, Town of Cary, and Town of Morrisville - Emergency Dispatch and Communication Services

Timothy Herman, Chief, Apex Fire Department

Justin Rosser, Police Captain, Apex Police Department

James Neuhaus, Communications Center Manager, Apex Police Department

CN4 Budget Ordinance Amendment No. 5 - Grant Funds, Reimbursement Payments, Affordable Housing Land Acquisition, and Debt Proceeds

Amanda Grogan, Director, Budget and Performance Management Department

CN5 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN6 Ordinance Amendment - Chapter 20 - Traffic, Article V. Traffic Control Devices, Sub-Section 20-60.1 - Traffic Schedules - Amending Traffic Schedule III, Parking Time Limits

Russell Dalton, Traffic Engineering Manager, Transportation and Infra. Dev. Dept.

CN7 Policy Prohibiting Viewing of Pornography on Town Networks and Devices

Erika Sacco, Director, Information Technology Department

CN8 Property Acquisition - 0 South Hughes Street and 930 South Hughes Street - Apex, North Carolina

Marla Y. Newman, Director, Community Development and Neighborhood Connections Dept.

CN9 Resolution - Reimbursement of Real Property Acquisition

Antwan Morrison, Director, Finance Department

CN10 Rezoning Case No. 23CZ20 Sweetwater PUD Amendment - Statement and Ordinance - Correction (previously adopted February 13, 2024; CN15)

Amanda Bunce, Current Planning Manager, Planning Department

CN11 Sole Source Vendor Authorization - Safegrid - Smart Fault Indicators

Eric Neumann, Director, Electric Utilities Department

CN12 Tax Report - October 2024

Allen Coleman, Town Clerk

PRESENTATIONS

PR1 Meritorious Service Recognition - Employees Deployed to Western North Carolina

Mayor Jacques K. Gilbert

PR2 MIP - Apex Mayor's Internship Program (MIP) Update

Mayor Jacques K. Gilbert

REGULAR MEETING AGENDA

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions.

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

PUBLIC HEARINGS

PH1 Annexation No. 791 - Enderline Property - 308 Thorn Hollow Drive - 1.1018 acres

Dianne Khin, Director, Planning Department

NEW BUSINESS

NB1 Façade Grant Program - Addition of Tier 3 Grants

Dianne Khin, Director, Planning Department

UPDATES BY TOWN MANAGER

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Mayor Jacques K. Gilbert

NCGS §143-318.11(a)(6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

CS2 Mayor Jacques K. Gilbert

NCGS §143-318.11(a)(6):

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee."

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Matthew Reker, Utility Engineering Intern

Department(s): Water Resources

Requested Motion

Motion to approve a Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc. related to town water line construction and maintenance at North Chatham Street in Apex, North Carolina, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Chatham Street Water Line Replacement project requires a 12-inch water line to be constructed under the CSX Transportation rail line for the conveyance of potable water. Since this is a Town project, the construction of the water line, its ongoing operation, and maintenance will fall under a single agreement between the Town and CSX Transportation (Attachment 01).

Council approval to authorize a CSX Agreement for this project was previously approved at the June 10th, 2019, Town Council meeting. Due to project scope, plan and personnel changes, the Agreement never was finalized and final signatures from both parties never occurred. Since then, the language of the Agreement has changed enough that Legal is requesting Council to approve this new Agreement for the project.

The Town paid the required \$7,600.00 shown on both the 2019 and 2024 invoices. The remaining \$1,250.00 for Railroad Protective Liability (RPL) will not need to be paid as the Town has utilized the North Carolina League of Municipalities for RPL (Attachment 04). Town Attorney has reviewed the Agreement and is prepared to address legal concerns with Council upon request.

Attachment

- CN1-A1: 2024 Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.

- CN1-A2: 2024 Invoice - Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.
- CN1-A3: Exhibit A - Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.
- CN1-A4: 2024 Railroad Protective Liability Certificate of Insurance - Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.
- CN1-A5: 2019 Agreement- Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.
- CN1-A6: 2019 Invoice - Facility Encroachment Agreement No. CSX884583 between the Town of Apex and CSX Transportation, Inc.



FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 16, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF APEX, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is Post office Box 250, Apex, North Carolina 27502, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Apex, Wake County, North Carolina, Florence Division, Aberdeen Subdivision, Milepost S-171.27, Latitude N35:43:50.00, Longitude W78:51:02.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensors and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any

claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180,

500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensors option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment

rentals shall be in accordance with Licensors's applicable fixed rate. Licensors may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensors to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensors shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensors of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensors.

13.3 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensors, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensors in a manner satisfactory to Licensors, and (c) reimburse Licensors any loss, cost or expense of Licensors resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensors at least thirty (30) days written notice before doing any work on Licensors's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensors web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensors Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensors needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 919-249-3536.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensors at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensors prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensors written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWN OF APEX

By: _____

Who, by the execution hereof, affirms that he/she has
the authority to do so and to bind the Licensee to the
terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX884583, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated August 16, 2024, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____



Invoice

Page 1 of 1
Account/Contract No. CSX884583
Tracking No. 1026838
Date 08/16/2024

Customer

Town of Apex
Post Office Box 250
Town of Apex, NC 27502

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars \$1,250.00

Fees Summary

Review Fee	\$	2,500.00
Railroad Protective Liability (Only if RPL is not provided)	\$	1,250.00
Expedited Review Fee		
License Fee	\$	5,100.00
Sales Tax*		
Money on File		(7,600.00)

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$1,250.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:

500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:

500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

Eric_Horton@csx.com
904.279.3806

CSX884583 EXHIBIT A

CSX GENERAL NOTES:

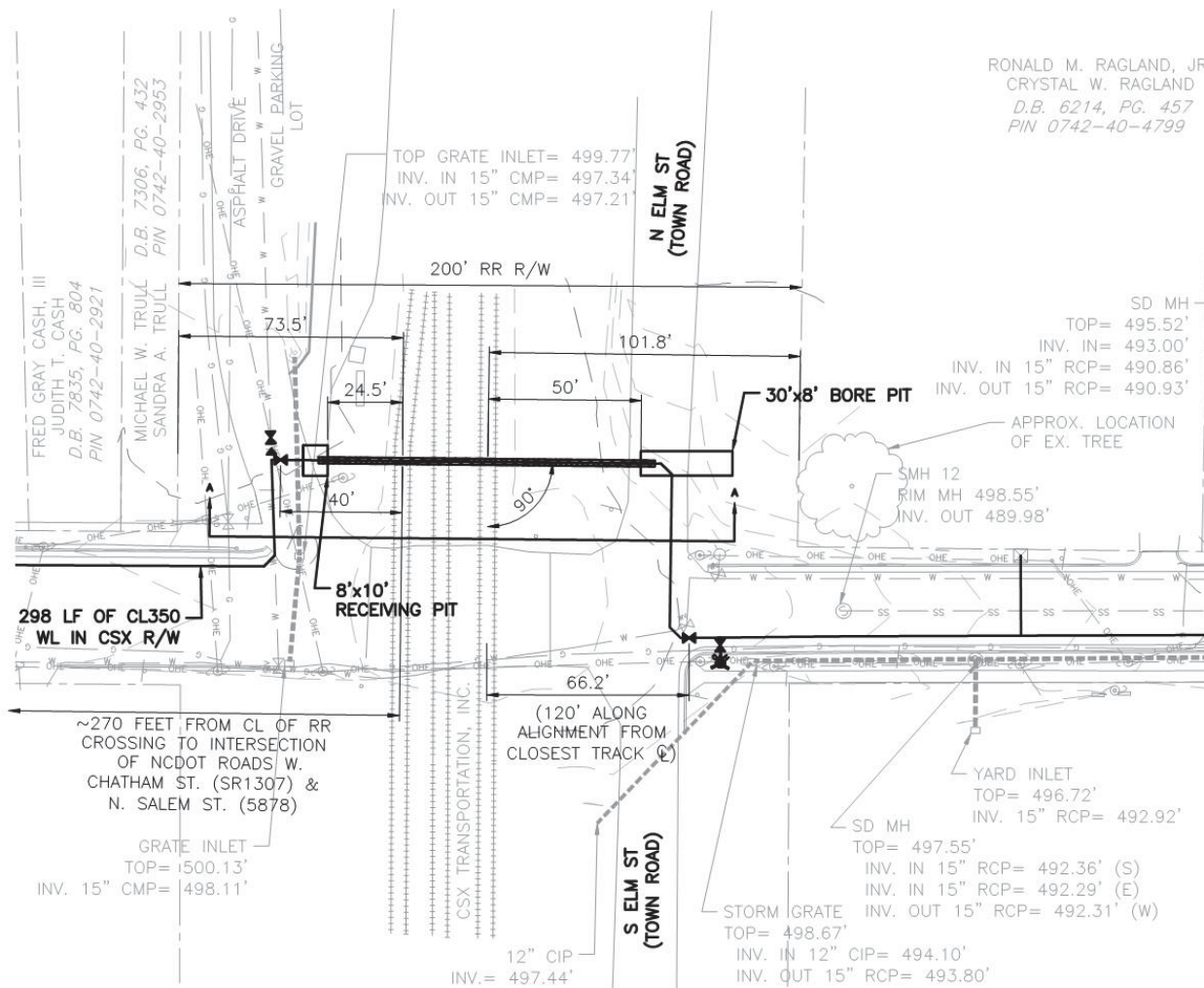
- 1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- 2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
- 3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
- 4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
- 5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
- 6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
- 7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
- 8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
- 9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
- 10. EXISTING PIPES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT, COMPACTED SAND , OR FLOWABLE FILL.

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: THOMAS PAULY

Print Form
Reset Form

1 PLAN - CSX CROSSING

SCALE: 1" = 40'

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

NOTES:

THE DISTANCE FROM CROSSING TO CENTERLINE OF NEAREST PUBLIC ROAD INTERSECTION IS APPROX. 870 FEET.

WIDTH OF CSX R/W IS 130 FEET

DISTANCE FROM CENTERLINE OF TRACK TO R/W IS APPROX. 65 FEET

TOTAL LENGTH OF PIPE ON CSX R/W IS 130 FEET.

DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF BORE PIT IS APPROX. 72 FEET.

DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF RECEIVING PIT IS APPROX. 71 FEET.

ANGLE OF CROSSING IS APPROX. 88 DEGREES.

THE DISTANCE TO THE VALVE TO THE WEST IS APPROX. 152 FEET. THE VALVE TO THE EAST IS APPROX. 95 FEET ALONG THE PIPE ALIGNMENT.

BORE PIT IS 10 FEET WIDE BY 30 FEET LONG

RECEIVING PIT IS 5 FEET WIDE BY 5 FEET LONG

WATERLINE WILL BE MAINTAINED BY CAPE FEAR PUBLIC UTILITY AUTHORITY.

WATERLINE WILL BE PERMITTED BY PUBLIC WATER SUPPLY.



Location: **APEX, NC**

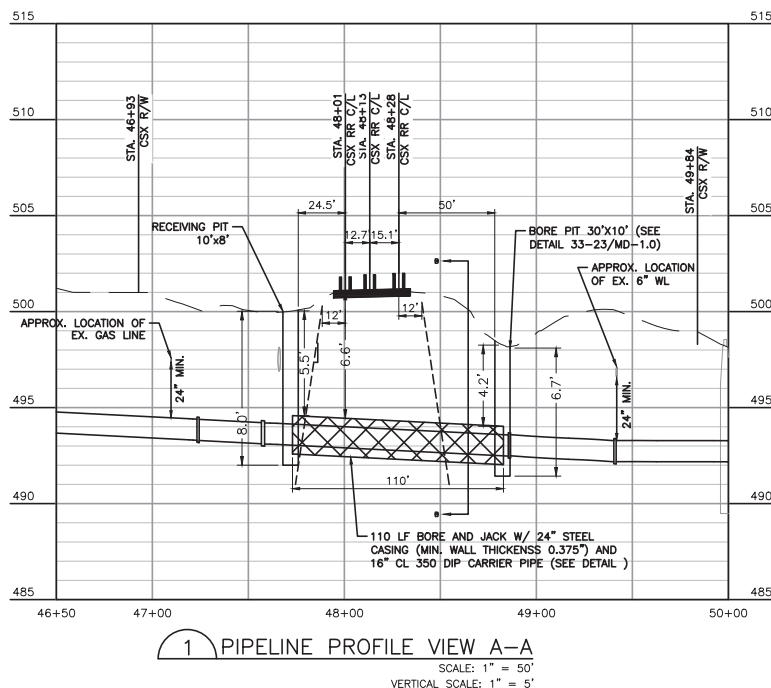
Latitude: **35.730440**

Longitude: **-78.850724**

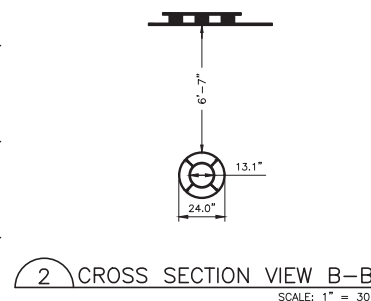
Drawing No.: **APX1801** Sheet **1** of **2**

Drawing Date: **3/8/2019** Last Revised: **3/8/2019**

Drawing Scale: **1** Inches = **50** Feet



SCALED TO 40% OF
ORIGINAL SIZE



NOTES:

REFER TO HDD INTERIM GUIDELINES AND ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.


LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.

CASING PIPE ENDS MUST BE SEALED.

IF APPLICABLE, HDPE DR 11 OR BETTER MUST BE USED.

YOUR DRAWING MUST SHOW ALL SETS OF TRACKS PRESENT AT THE PROPOSED UTILITY CROSSING LOCATION.

CSX BORE PLAN TEMPLATE AND FRACTION MITIGATION PLAN TO BE SUBMITTED TO CSX FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION

LEGEND		PIPELINE CONTENT DETAILS			<div> HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.</div>
Letter	Description				
(a)	Distance from centerline of track to CSX R/W	Commodity Description: WATER			<div>Location: CASTLE HAYNE, NC</div> <div>Latitude: N 35 : 43 : 49 . 6</div> <div>Longitude: W 78 : 51 : 02 . 6</div> <div>Drawing No.: CFA1801 Sheet: 2 of 2</div> <div>Drawing Date: 03 / 08 / 19 Revised: 03 / 08 / 19/</div> <div>Drawing Scale: V 1 Inches = 5 Feet</div> <div>Drawing Scale: H 1 Inches = 50 Feet</div>
(b)	Distance from base-of-rail to top-of-casing	Maximum Operating Pressure: 350 PSI			
(c)	Distance from base-of-ditch to top-of-casing	Is Commodity Flammable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
		CARRIER/CASING PIPE DETAILS			
(d)	Total length of pipe on CSX R/W		Carrier Pipe	Casing Pipe	
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s)	Pipe Material:	DUCTILE IRON	STEEL	
(f)	Distance from top-of-vent pipe to ground surface (4' minimum required)	Material Specifications & Grade:	CL 350	ASTM-A-139, GRADE B	
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s)	Specified Minimum Yield Strength:	42,000	35,000	
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down	Nominal Size Outside Diameter (Inches):	13.20	24	
(i)	Carrier pipe diameter	Wall Thickness (Inches):	.28	.25	
(j)	Casing pipe diameter	Type of Seam:	N/A	BUTT WELD	
(k)	Depth of Launching/Receiving Pit	Type of Joints:	PUSH ON RJ	N/A	
		Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Type:	
		Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Type:	
		Protective Coating:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Type:	BITUMINOUS
		Temp. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Must Describe & Show on Dwg.	

Certificate of Insurance					Issue Date (MM/DD/YYYY) 10/24/2024	
Named Participant Town of Apex PO Box 250 Apex, NC 27502			This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policies below.			
			Companies affording Coverage			
			A = Interlocal Risk Financing Fund of North Carolina			
			B = North Carolina Interlocal Risk Management Agency			
COVERAGES						
THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE PARTICIPANT NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.						
Co Ltr	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	PL-P-62003-2024	07/01/2024	07/01/2025	Products-Comp/Operations Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one Deductible	\$5,000,000 \$5,000,000 \$5,000,000 \$1,000,000 N/A \$5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto (Symbol 7,8,9) <input type="checkbox"/> Hired Autos (Symbol 8) <input type="checkbox"/> Non-Owned Autos (Symbol 9) <input type="checkbox"/> Uninsured/Underinsured Motorists	PL-P-62003-2024	07/01/2024	07/01/2025	Limit CSL \$5,000,000	Deductible \$1,000
	PROPERTY <input type="checkbox"/> Real & Personal Property <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Auto Physical Damage (Symbol 7 & 8) <input type="checkbox"/> Municipal Equipment <input type="checkbox"/> Computer Equipment & Media <input type="checkbox"/> Portable Equipment <input type="checkbox"/> Fine Arts				Limit	Deductible
	Police Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit(per occurrence/aggregate)	Deductible
	Public Officials Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit(each claim/aggregate)	Deductible
	Employment Practices Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Limit(each claim/aggregate)	Deductible
B	Workers' Compensation <input checked="" type="checkbox"/> Workers' Compensation and Employer's Liability <input checked="" type="checkbox"/> WC Statutory Limit	WC-P-138-2024	07/01/2024	07/01/2025	Limit Each Accident Disease - Each Employee Disease - Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000
	OTHER COVERAGE <input type="checkbox"/> <input type="checkbox"/>				Limit	Deductible
Description Certificate Holder is Additional Insured re: General Liability, and Automobile Liability. Waiver of Subrogation applies - WCEND-200, GLEND-120, ALEND-120. Contractual Liability Railroads applies -GLEND-100. Per CSX Contract #884583.						
Certificate Holder					Cancellation	
CSX Transportation, Inc Speed Code J180 500 Water Street Jacksonville, FL 32202					Should any of the above described coverages be cancelled before the expiration date thereof the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
					Authorized Representative 	

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of March 19, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF APEX, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is Post office Box 250, Apex, North Carolina 27502, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Apex, Wake County, North Carolina, Florence Division, Aberdeen Subdivision, Milepost S-171.27, Latitude N35:43:50.00, Longitude W78:51:02.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;
- (iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within

thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensors at least thirty (30) days written notice before doing any work on Licensors rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensors web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensors Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensors needs to contact Licensee concerning an emergency involving Licensees Facility(ies), the emergency phone number for Licensee is: 919-249-3536.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensors at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensors prior written consent to any assignment of Licensees interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensors written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors' property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensors's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWN OF APEX

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Invoice

Page 1 of 1
Account/Contract No. CSX884583
Tracking No. 1026838
Date 3/19/2019

Customer

Town of Apex
Post Office Box 250
Town of Apex, NC 27502

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars \$8,850.00

Fees Summary

Review Fee	\$	2,500.00
Railroad Protective Liability (Only if RPL is not provided)	\$	1,250.00
Expedited Review Fee		
License Fee	\$	5,100.00
Sales Tax*		
Money on File		

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$8,850.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

Flavio_Rosa@csx.com
904.279.3860

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities

Requested Motion

Motion to approve an amendment to the Load Management Agreement, previously adopted by the Town Council on October 08, 2024, between the Town of Apex and North Carolina Eastern Municipal Power Agency (NCEMPA) ElectriCities and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

The Town Clerk recommends the Town Council approve the meeting minutes as presented or amended.

Item Details

An updated Agreement between the Town of Apex and ElectriCities was approved by Town Council on October 8, 2024. This motion is to approve administrative and formatting changes to the previously approved Agreement as recommended by ElectriCities.

These administrative changes have been reviewed by the Town of Apex legal counsel to ensure there are no impacts to the terms of the contract previously approved by Town Council.

The changes include:

- (1) changing the format from a unilateral letter from the Town to a mutual agreement signed by both parties;
- (2) added reference to prior Load Management Services Agreement dated July 27, 1989, which this Agreement supersedes;
- (3) updated the notice address for ElectriCities; and
- (4) removed reference to a Bond Resolution from 1982.

CONTINUED ON NEXT PAGE

Item Details from October 8, 2024:

ElectriCities currently manages and operates the Town's load management control system Yukon (an Eaton software). New switch technology requires an update to this control system which will be hosted by Eaton. The Town would like for ElectriCities to continue to operate the system on its behalf due to staff limitations. As such a new agreement between the Town and ElectriCities for the load management program has been drafted and requires Council approval.

The agreement includes indemnification from the Town to ElectriCities; any questions about the indemnification should be directed to Town Attorney, Laurie Hohe.

Attachments

- CN2-A1: Agreement - Load Management Agreement between North Carolina Eastern Municipal Power Agency (NCEMPA) ElectriCities and the Town of Apex



LOAD MANAGEMENT SERVICES AGREEMENT
Between North Carolina Eastern Municipal Power Agency and Town of Apex

WHEREAS, the Town of Apex ("Town") has indicated to North Carolina Eastern Municipal Power Agency ("Power Agency") its interest in participating in an updated load management project. The proposed project involves the installation and operation of system to control residential appliances, water heaters, and air conditioners, as well as other selected electrical loads, to achieve power cost reductions and related benefits. (the "Project").

WHEREAS, the load management system (the "System") would consist of software, associated materials, the use of cellular technology, hosted energy management system controls, and load control switches (the "Switches").

THEREFORE, Power Agency will provide the Town with Load Management Services (defined in Section 2 hereof) which will supersede the prior Load Management Services Agreement dated July 27, 1989 between Power Agency and the Town, with the following terms and conditions:

1. Term of Agreement

- a. The term of this Agreement shall begin on the date it is executed and delivered to Power Agency and shall automatically continue for successive one (1) year periods until terminated as hereinafter provided. The Town may terminate this Agreement at any time upon six (6) months prior written notice to Power Agency that it no longer desires to receive the Load Management Services. Power Agency may terminate this Agreement at any time upon thirty (30) days prior written notice to the Town. Notwithstanding anything herein contained to the contrary, the Town will remain obligated to Power Agency for all liabilities or obligations incurred by the Power Agency pursuant to this Agreement.

2. Load Management Services

- a. Power Agency shall (i) acquire, lease, maintain, and replace such software, and equipment as is necessary to provide control signals to end-use load control switches, (ii) provide, if commercially available, user accounts to approved town staff for integration of load control switches into the hosted energy management system, and (iii) operate the hosted energy management system in a fashion Power Agency deems appropriate and potentially beneficial to the Town (collectively, the "Load Management Services").

- b. Power Agency shall develop and provide the Load Management Services with the objective of reducing Power Agency's and the Town's cost of power. Power Agency shall use its reasonable good faith efforts to achieve that objective but makes no representations or warranties that the Town will achieve any specifically desired result(s). The Town shall cooperate with Power Agency to develop strategies for the operation of the System and provide Power Agency with all information as may be reasonably necessary to develop such strategies. Power Agency shall use its reasonable good faith efforts to incorporate into the System such strategies as are developed with the Town.

3. Switches

- a. The Town shall acquire, install, maintain, and replace the Switches or other required equipment to the extent necessary to participate in the Project, and shall be solely responsible for all dealings with its customers related thereto. Additionally, Town is solely responsible for acquiring cellular services needed for operation of load control switches. Power Agency shall furnish to the Town the energy management system vendor specifications for the Switches, and cellular service requirements to be used initially in conjunction with the operation of the Project. The Town shall have no authority to make any representations or warranties on behalf of Power Agency or otherwise represent or hold itself out as being an agent of Power Agency, in either case in conjunction with the Load Management System.

4. Costs and Charges

- a. The Town shall be responsible for all costs and charges Power Agency incurs or obligates itself to incur to provide the Load Management Services including, but not limited to, costs and charges of acquisition and installation, operation, and maintenance of the System as follows:
 - 1. Acquisition and Installation
 - i. Subscriptions, Licenses, and Setup Fees
 - 2. Operation
 - i. Vendor Hosting, and Communication charges
 - 3. Maintenance
 - i. Upgrades and Replacement of the Energy Management System.
- b. Power Agency shall bill the Town for the costs and charges

(including deferred payments costs, if any), the Town is obligated to pay hereunder. The total of those costs and charges shall be set out as a separate line item on the monthly bill rendered by Power Agency pursuant to the provisions of SECTION 5(b) of the Amended and Restated Full Requirements Power Sales Agreement dated September 22, 2023 between Power Agency and the Town as the same may be amended or succeeded ("FRPSA") and the rights and obligations of Power Agency and the Town for the payment of those costs and charges (including the payment of late penalty charges) and any dispute related thereto, shall be as provided in SECTIONS 6(c), (d), (e), and (f) of the FRPSA, the provisions of which are hereby incorporated herein by reference.

- c. An estimate of the costs and charges to provide the Load Management Services is provided on Exhibit A, attached hereto.

5. Default

- a. Subject to the provisions of Section 12 hereof regarding force majeure, any one or more of the following events shall constitute events of default hereunder ("Event of Default"):
 - 1. The Town's failure to make any payment in full when due under this Agreement and the continuance of such failure for a period of fifteen (15) days after the due date for that payment; or
 - 2. The failure of Power Agency or the Town to perform any other covenants or obligations under this Agreement and the continuance of such failure without cure within thirty (30) days (or such other time as is reasonably necessary to cure such failure) of being given notice thereof by the complaining party.
- b. In addition to the remedies provided Power Agency as a non-defaulting party under Subsection (b) above, if the Town commits an Event of Default hereunder, Power Agency may withhold the provision of the Load Management Services until such time as the Town cures its default hereunder and such withholding of the Load Management Services shall not be deemed an Event of Default under this Agreement.
- c. No remedy conferred upon or reserved to the parties hereto is intended to be exclusive of any other remedy or remedies available hereunder now or hereafter existing, but each and every such remedy shall be cumulative and shall be in

addition to every other such remedy.

- d. Any waiver at any time by either party to this Agreement of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Agreement, shall not be considered a waiver with respect to any subsequent default, right or matter.

6. Liability and Indemnification

- a. Power Agency shall not be responsible for any loss, liability or damage whatsoever (including, without limitation, direct, indirect, special, incidental or consequential damages) sustained by or to any person (including, without limitation, any injury or death), property or otherwise (including, without limitation, the Town, its officers, agents, employees or customers, or its/their property), arising, accruing, or resulting from, in any manner, the development, transmission, distribution, receipt, control, use, application or availability, at any time, of the Load Management Services provided under this Agreement (including, without limitation, any loss, liability or damage resulting (in whole or in part) from the acts or omissions of Power Agency). All references in this Section to the Power Agency shall include the Power Agency and its officers, employees, and agents (including, without limitation, ElectriCities of North Carolina, Inc. and its officers, agents and employees).
- b. This Agreement shall not affect the allocation of risk and indemnification from liability related to the receipt, transmission, control, use, application or distribution of electric power as provided in the Full Requirements Power Sales Agreement between the Town and Power Agency.
- c. The provisions of this Section shall survive the expiration or other termination of this Agreement.

7. Proprietary Information

- a. The Town hereby acknowledges that signals, information, or other data provided to, or obtained by, Power Agency may be proprietary in nature and subject to agreements restricting its disclosure and/or use. The Town agrees that this Agreement will be subject to any such agreement(s) and that signals, information or data subject thereto will not be disclosed by Power Agency to the Town except when done in compliance therewith. The Town agrees to take such action and execute such documents as are necessary to permit Power Agency to comply with such agreement(s).

8. Assignment of Agreement

- a. Neither this Agreement, nor any interest herein, may be assigned, transferred, or sold by the Town without the prior written consent of Power Agency, which consent may not be unreasonably withheld.

9. Amendments

- a. This Agreement may not be modified, supplemented or amended except by agreement in writing signed by the Parties hereto; provided, however, that no modification, supplement or amendment shall be made to this Agreement unless the same modification, supplement or amendment shall be made to all similar agreements of municipalities then participating in the Project.

10. Notices

- a. All notices, requests, demands or other documents to be made or given hereunder, shall be sent to and addressed as follows:

Power Agency: North Carolina Eastern Municipal Power Agency
Attn: Jason Thigpen, Manager Power Supply Operations
1427 Meadow Wood Blvd
Raleigh, NC 27604

The Town: The Town of Apex
Attn: Eric Neumann
Post Office Box 250
Apex, NC 27502

All notices, requests, demands or other documents to be made or given hereunder shall be in writing and deemed given when personally delivered or, if mailed, when placed in a depository of the United States Mail, postage prepaid, addressed as hereinabove provided. Any party may change the address to which notices, requests, demands or other documents are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving of notice.

11. Severability

- a. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not

affect any other provision of this Agreement or portions hereof, all of which other provisions and portions hereof shall remain in full force and effect.

12. Force Majeure

- a. Except for the payment of any amounts due hereunder, failure to fulfill any covenant or obligation hereunder as a result of a force majeure shall not constitute an Event of Default hereunder. Either party rendered unable to fulfill any covenant or obligation under this Agreement by reason of a force majeure shall make reasonable efforts to remove such inability within a reasonable time. The term "force majeure" as used in this Agreement shall mean any cause beyond the control of the party affected, including, without limitation, natural hazards outside of human control for which no person or persons may be held responsible, fire, storm, casualty or equipment breakdown.

13. Entire Agreement

- a. This Agreement shall constitute the entire understanding between the Town and Power Agency regarding the subject matter hereof, superseding any and all previous understandings.

14. Approvals

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the day and year first below written by their duly authorized representatives.

North Carolina Eastern Municipal
Power Agency

By: Mark Oliver
Mark Oliver, VP Operations

Date: 12/2/2024

ATTEST:

By: Kathy Meyer
Secretary
(SEAL)



Town of Apex

By: _____
Randal E. Vosburg, Town Manager

Date: _____

ATTEST:

The undersigned Allen L. Coleman, Clerk of the Town of Apex, North Carolina, hereby certifies that the foregoing signature of the Manager is authentic and that the foregoing agreement and the Manager's execution were authorized by action of the governing board of the town, adopted the ____ day of _____ 2024.

(Seal)

This instrument has been preaudited in the manner
Required by the Local Government Fiscal Control Act.

Antwan Morrison, Finance Director

EXHIBIT A

Line Item	Description	Occurrence	Quantity	Unit Price
Yukon Demand Response Software & Project Management License				
Yukon - Cellular Cat-M1 Module License	Yukon Two-way and Assets Software Modules Software platform modules for managing cellular Cat-M1 load control switches.	One Time	1	\$10,000
Setup and Configuration Services				
Yukon Upgrade - Onsite Assessment	Yukon - Onsite Assessment Eaton Professional Service staff member to come onsite. Assessment to understand and document configuration and connections	One Time	1	\$2,500 + travel expenses
Yukon - Hosting System Design and Configuration	Yukon Hosting Setup, Design & Configuration Eaton service provided to install, design and configure system at Tier III hosting facility. Existing Server Migration and Configuration Configure system for Cellular Cat-M1 Module. Administrator & Operator training.	One Time	1	\$20,000
Annual Support and Maintenance Services				
Yukon - Hosting - Base	Yukon Hosted Software as a Service - Base Software platform managed by Eaton at the Tier III hosting facility Eaton to provide system maintenance and security Support up to 5,000 two-way communicating devices.	Annual	1	\$25,000
Yukon - Cellular Cat-M1 Connection Fee	Connectivity Management Fees - Per Device Secure Cloud Connection Device Data Storage	Annual - Per Connected Device	N/A	\$1.00/unit

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Tim Herman, Fire Chief
Justin Rosser, Police Capitan - Administrative Division
James Neuhaus, Communications Center Manager

Department(s): Fire and Police

Requested Motion

Motion to approve a "revised" Interlocal Agreement between the Town of Apex, Town of Cary, and Town of Morrisville (CAM Agencies) for Emergency Dispatch and Communications Services for the Town of Apex, effective three (3) years from the date listed in the first paragraph and automatically renew for up to nine (9) successive (3) year renewal terms, a total of 27 years.

Approval Recommended?

Yes

Item Details

The attached CAM interlocal agreement has been thoroughly reviewed and discussed by members of each Department in each municipality. All Towns approved new wording in the agreement on shared costs and improvements that would be required as the Town of Apex continues to grow. The agreement is 9 successive, 3-year renewal terms, totaling 27 years.

Attachments

- CN3-A1: Revised Interlocal Agreement - Emergency Dispatch and Communication Services



**INTERLOCAL AGREEMENT
FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES**

This INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES, dated the ____ day of _____, 20__ (“Agreement”), is between the Town of Cary (“Cary”), the Town of Apex (“Apex”) and the Town of Morrisville (“Morrisville”), each being municipal corporations organized and existing under the laws of the State of North Carolina. Cary, Apex, and Morrisville are sometimes referred to jointly as “Parties.”

WITNESSETH

WHEREAS, The Town of Cary is a Primary Public Safety Answering Point (“Primary PSAP”), the first point of reception for 9-1-1 calls made within its municipal boundary. As a Primary PSAP, Cary is capable of receiving and processing 9-1-1 calls from all voice communications service providers; and

WHEREAS, Apex is a Secondary PSAP capable of receiving and processing 9-1-1 calls from a Primary PSAP. Apex currently has 9-1-1 calls made from within the Apex municipal boundary routed to Cary, which then dispatches Fire response calls and transfers all Police response calls to Apex’s Secondary PSAP; and

WHEREAS, Morrisville does not operate a PSAP. Instead, Cary answers all 9-1-1 calls made from within the Morrisville municipal boundary and dispatches all Fire and Police responses for Morrisville; and

WHEREAS, the Parties, which are all municipalities located primarily within the western part of Wake County, recognize advantages to having a unified emergency dispatch and communications system capable of improving the service level to the western Wake region; and

WHEREAS, the Parties entered into a previous interlocal agreement on January 15th, 2019 under which Cary began to serve as a Primary PSAP and provide emergency dispatch and communications services to the Parties in accordance with the terms and conditions stated in that prior agreement; and

WHEREAS, the pre-operability components of that prior agreement have been completed and the Parties have been successfully operating under that prior agreement since it was adopted; and

WHEREAS, the Parties now desire to replace that prior agreement with a new interlocal agreement that contains updated terms that implement lessons learned from the past several years; and

WHEREAS, the Parties agree that Cary shall continue to operate the Primary PSAP with Morrisville and Apex retaining their responsibilities in securing and maintaining

necessary system infrastructure and upgrades within their respective jurisdictions to allow the Primary PSAP to operate effectively in accordance with the terms and conditions hereinafter stated; and

WHEREAS, the Parties further agree that each shall continue to share in the costs of maintaining and operating the Primary PSAP in accordance with the terms and conditions hereinafter stated; and

WHEREAS, Article 20, Interlocal Cooperation, of North Carolina General Statutes Chapter 160A authorizes and empowers any units of local government to enter into interlocal agreements for the contractual exercise by one unit for one or more other units of any power, function, public enterprise, right, privilege or immunity of local government; and

NOW THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows;

1. Incorporation of Recitals and Purpose: The Recitals are true and are incorporated into this Agreement. The purposes of this Agreement include:

- a. To provide the terms and conditions under which Cary will serve as the Primary PSAP and provide Communications Services for the Parties;
- b. To define Apex and Morrisville's obligations as they relate to the ongoing funding of the Primary PSAP.

2. Definitions:

In addition to the terms defined in the Recitals, the following definitions apply to this Agreement:

- a. "Agreement" means this document, as it may be amended from time to time.
- b. "Communications Services" means
 - i. the receipt of incoming 9-1-1 calls;
 - ii. the Transfer of certain 9-1-1 calls to the appropriate Secondary PSAP;
 - iii. the Dispatch of Public Safety Responders in response to 9-1-1 calls;
 - iv. the collection and maintenance of data concerning incidents to which Transfer or Dispatch services were provided; and
 - v. such other activities incidental to the above as the Primary PSAP deems necessary and appropriate.
- c. "CAD" means the computer-aided dispatch system that is a combination of hardware and software used by Emergency Communications Officers (ECOs) that provides data entry, makes resource recommendations, notifies and tracks those resources before, during, and after 9-1-1 calls, and preserves records of those calls and status changes for later analysis.
- d. "Cost per Dispatch/Transfer" means the costs incurred by Cary each time the Primary PSAP Dispatches Public Safety Responders in response to a Call or Transfers a 9-1-1 Call to the Secondary PSAP.

- e. “Dispatch” means the receipt and processing of incoming calls, including the routing of Public Safety Responders as required by the nature of the emergency and the monitoring of the same throughout the incident to which the call relates.
- f. “Fiscal Year” means the period commencing on July 1 of any calendar year and concluding on June 30 of the following calendar year.
- g. “Operation Costs” means the costs incurred by Cary for the operation and maintenance of the Primary PSAP after the Operation Date. Operation Costs includes 1) the Cost per Dispatch/Transfer Cary incurs when Dispatching and Transferring calls, 2) costs for any Primary PSAP Improvements needed to continue operation of the Primary PSAP as a result of the growth of, or enhancements requested by, Apex or Morrisville, and 3) the proportionate costs of any Operational License required or requested by Apex or Morrisville to allow each Party and their respective personnel to connect to the CAD system. Any individual costs for network connections into Cary networks will be the responsibility of the respective, individual Party.
- h. “Operational License” means any license required or requested by Apex or Morrisville that is used to access the CAD system. The term includes, but is not limited to, Mobile Data Computer (“MDC”) licenses required to connect computers to the system, Freedom licenses that are required to connect mobile devices to the system, and CAD Status Monitor (“CSM”) licenses used to access system data.
- i. “Performance Standards” means the standards for the provision of Communications Services to be provided by the Primary PSAP as outlined in “Exhibit A” to this Agreement.
- j. “Primary PSAP” means the Town of Cary, the PSAP that is the first point of reception of a 9-1-1 call and from which the call is either Dispatched or Transferred to the Secondary PSAP.
- k. “Primary PSAP Improvement” means any improvement or software upgrade incurred by Cary to maintain operation of the Primary PSAP’s functions of 9-1-1 call reception, processing, and dispatching that is made due to the growth of, or enhancements requested by, Apex or Morrisville and not of a type that is not eligible to receive complete funding from the North Carolina 911 Board. This term includes, but is not limited to, the following:
 - i. The purchase of additional call reception, process, and dispatch equipment to be located at the Primary PSAP;
 - ii. Building construction to the Primary PSAP; and
 - iii. Upgrades to or replacement of radio infrastructure equipment.

- l. “Public Safety Answering Point (PSAP)” means the location that receives an incoming 9-1-1 call and Dispatches appropriate public safety agencies to respond to the call or Transfers the call.
- m. “Public Safety Responder(s)” means the police and fire department personnel employed by the respective Parties.
- n. “Secondary PSAP” means a PSAP capable of receiving a 9-1-1 call Transferred from the Primary PSAP.
- o. “Transfer” means the transfer of 9-1-1 calls received by the Primary PSAP to the Secondary PSAP.

3. Duration and Term:

- a. This Agreement shall have an “Initial Term” of three (3) years from the date listed in the first paragraph of this Agreement (“Effective Date”) and shall thereafter automatically renew for up to nine (9) successive (3) year renewal terms (each a “Renewal Term”). If not earlier terminated in accordance with its terms, this Agreement shall terminate at the conclusion of the final Renewal Term.
- b. Upon full execution by all Parties, this Agreement shall replace the prior “Interlocal Agreement for Emergency Dispatch and Communications Services” dated January 15th, 2019 and that prior Interlocal Agreement shall terminate.
- c. Cary may terminate this Agreement as to either or both of the other Parties by providing two hundred seventy (270) days written notice of termination prior to the beginning of the next Renewal Term (“Termination Notice”). If Cary provides Termination Notice to only one Party, this Agreement shall terminate at the end of the then current term as to such noticed Party and shall continue as to the other Party. If Cary provides Termination Notice to both Parties, the Agreement shall terminate at the end of the then current term.
- d. Apex or Morrisville may terminate this Agreement by providing Termination Notice to Cary prior to the end of the Initial Term or any Renewal Term. If only one of Apex or Morrisville provide Termination Notice, this Agreement shall terminate at the end of the then current term as to the Party who provided the Termination Notice only. If both Apex and Morrisville provide Termination Notice, this Agreement shall terminate at the end of the then current term.

- 4. **Roles and Responsibilities of each Party:** No joint agency is established by this Agreement. Cary shall have sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of the Primary PSAP as outlined in this Agreement.

A. Cary's Roles and Responsibilities:

- a. The Town of Cary shall operate a Primary PSAP that shall provide Communication Services to the Public Safety Responders of the Parties;
- b. Cary shall provide Communication Services in the following manner:
 - i. Cary shall provide Dispatch of Public Safety Responders from the Cary Police Department and Cary Fire Department;
 - ii. Cary shall provide Dispatch of Public Safety Responders from the Morrisville Police Department and Morrisville Fire Department;
 - iii. Cary shall provide Dispatch of Public Safety Responders from the Apex Fire Department; and
 - iv. Cary shall provide Transfer of incoming 9-1-1 calls that require response from Public Safety Responders from the Apex Police Department to the Secondary PSAP operated by Apex;
- c. Cary shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A;
- d. Cary shall cause the Primary PSAP to accurately track all Dispatches and Transfers pursuant to Section 5(a)(i) of this Agreement;
- e. Cary shall obtain and administer Operational Licenses required or requested by Apex and Morrisville;
- f. Cary shall budget appropriate funds for the payment of its share of the Operation Costs pursuant to Section 5(a) of this Agreement;
- g. Cary shall invoice Apex and Morrisville for their apportioned share of Operation Costs pursuant to Section 5(a);
- h. Cary shall appoint up to three Cary staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement; and
- i. Cary shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

B. Apex Roles and Responsibilities:

- a. Apex shall be responsible for its respective share of the Operation Costs incurred pursuant to Section 5(a) of this Agreement;
- b. Apex shall route all requests for Operational Licenses through Cary's CAD Coordinator (or equivalent position);
- c. Apex shall operate and maintain a Secondary PSAP that shall:
 - i. Receive 9-1-1 calls that require response from Public Safety Responders from the Apex Police Department Transferred from the Primary PSAP;
 - ii. Dispatch Public Safety Responders from the Apex Police Department to 9-1-1 calls Transferred from the Primary PSAP;
- d. Apex shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A;
- e. Apex shall provide and maintain improvements and services necessary to allow the Primary PSAP to provide Communications Services at a level that meets the Performance Standards;

- f. Apex shall ensure that its Fire Public Safety Responders shall respond to Dispatches given by the Primary PSAP and that the Secondary PSAP shall Dispatch its Police Public Safety Responders upon receipt of a call Transferred by the Primary PSAP;
- g. Apex shall appoint up to three Apex staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement; and
- h. Apex shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

C. Morrisville's Role and Responsibilities:

- a. Morrisville shall work with the other Parties to continually endeavor to provide Communications Services at levels detailed in the attached Exhibit A;
- b. Morrisville shall be responsible for its respective share of the Operation Costs incurred pursuant to Section 5(a) of this Agreement;
- c. Morrisville shall route all requests for Operational Licenses through Cary's CAD Coordinator (or equivalent position);
- d. Morrisville shall ensure that its Public Safety Responders shall respond to Dispatch orders given by the Primary PSAP;
- e. Morrisville shall appoint up to three Morrisville staff members to serve on the PSAP Advisory Committee pursuant to Section 6 of this Agreement; and
- f. Morrisville shall ensure that all interlocal or mutual aid agreements related to the ability for its Public Safety Responders to respond to calls within the territorial jurisdictions of the other Parties are in effect and complied with.

5. Costs:

a. Operation Costs:

- i. Dispatch/Transfer Tracking. Cary shall maintain call logs that show each time a particular Public Safety Responder type is Dispatched as a result of a call or when a call is Transferred to the Secondary PSAP.
- ii. Cost per Dispatch/Transfer Allocation. Each Party shall be responsible for the costs of all Dispatches of Public Safety Responders from that Party's jurisdiction, including Dispatches to any unincorporated areas for which that Party may be contracted to provide service. Apex shall be responsible for costs of all calls Transferred to the Secondary PSAP. The costs of each Dispatch or Transfer shall be calculated as detailed below and as shown on the attached Exhibit B.
 - a) the Cost per Dispatch/Transfer shall be calculated based on the following formulas:

- a. Cost per Dispatch: The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees, multiplied by a “growth factor percentage” representing the average increase in call volume for the Parties over the prior three (3) years, multiplied by a “response factor percentage” representing the average percentage of calls Dispatched by the Primary PSAP per Public Safety Responder agency type over the prior three (3) years. This formula is outlined in further detail in the attached Exhibit B.
 - b. Cost per Transfer: The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees, multiplied by a “growth factor percentage” representing the average increase in call volume for the Parties over the prior three (3) years. This formula is outlined in further detail in the attached Exhibit B.
- b) Cary shall recalculate the Cost per Dispatch/Transfer amounts using the above formulas at the end of each calendar year, and provide Apex and Morrisville notice of the same, to allow the Parties time to incorporate said costs into their respective upcoming fiscal-year budgets. The newly-calculated values will then be charged upon commencement of the following Fiscal Year pursuant to the billing cycle outlined in Section 5(a)(iv) of this Agreement.
- iii. Primary PSAP Improvements Cost Allocation. The cost of any PSAP Improvements shall be apportioned between the Parties in percentages equal to the average percentage of calls Dispatched/Transferred by the Primary PSAP for each respective jurisdiction during the prior 3 fiscal years.
 - a) From time to time, and in sufficient time for Apex and Morrisville to arrange financing for their respective shares of Primary PSAP Improvement Costs, Cary shall provide its best estimate of expected Primary PSAP Improvement Costs and of each party’s share of those costs. The Parties hereby acknowledge that the amount so provided shall be an estimate only based upon the information available, and that Primary PSAP Improvement Costs, whether less or greater than the estimate, are to be allocated to and borne as set forth in this Agreement.
- iv. Operational License Cost Allocation. The costs of any Operational Licenses required or requested by Apex or Morrisville shall be borne by Cary. Beginning on July 1, 2025 (the start of Fiscal Year 2026), the

costs of any Operational Licenses required or requested by Apex or Morrisville shall be initially borne by Cary and then be reimbursed by Apex or Morrisville. For licenses that Cary obtains as individual licenses, Cary shall invoice the respective Party for the cost of individual licenses assigned to the personnel of that respective Party. For licenses that Cary obtains via site licenses, Cary shall invoice the respective party a share of the site license cost equal to the percentage of licenses assigned to that respective party at the time of invoicing.

- v. Invoicing and Payment. Cary shall invoice Apex and Morrisville for their respective portions of the Operation Costs in the following manner:
- a) Cost per Dispatch/Transfer: Cary shall invoice Apex and Morrisville for each Parties' respective share of the Costs per Dispatch/Transfer on a quarterly basis. At the conclusion of each quarter, Cary shall generate an invoice for the Costs per Dispatch/Transfer incurred for that quarter. These invoices shall be sent to Apex and Morrisville within 30 calendar days of the last day of the quarter.
 - b) Primary PSAP Improvements Cost: Cary shall invoice Apex and Morrisville for each Parties' respective share of Primary PSAP Improvements Costs on an annual basis. At the conclusion of a Fiscal Year, Cary shall generate an invoice for the Primary PSAP Improvements Costs incurred during that year. Invoices shall be sent to Apex and Morrisville by August 1st.
 - c) Operational License Cost: Cary shall invoice Apex and Morrisville for each Parties' respective share of the Operational License costs on a quarterly basis. At the conclusion of each quarter, Cary shall generate an invoice for the respective Operational License costs incurred for that quarter. These invoices shall be sent to Apex and Morrisville within 30 calendar days of the last day of the quarter.
 - d) Apex and Morrisville shall, within ninety (90) days of receipt of an invoice, make payment in the amount of the invoice to Cary. If Apex or Morrisville disagrees with any expense allocated to it by Cary, it may notify Cary of the disagreement and request a review and that an adjustment be made. When challenging an expense, the challenging Party shall pay to Cary half of the expense amount. If it is determined a challenging Party was improperly charged a challenged expense, Cary shall refund the half payment made by that Party when first challenging the expense. If it is determined a challenged Party was properly charged a challenged expense, that Party shall pay

the remaining half to Cary within thirty (30) days of the determination.

- e) Any amounts due and payable by Apex or Morrisville hereunder that are not paid by the second invoice following the month in which the unpaid amount was invoiced (approximately sixty (60) days) shall bear interest at the rate of six percent (6%) per annum until paid.

- vi. Budgeting. Each Party shall be responsible for budgeting appropriate funds during each Fiscal Year for the payment of their respective Operation Costs obligations as outlined in this Agreement.

6. **Primary PSAP Advisory Committee**: The Town Managers, Police Chiefs, and/or Fire Chiefs of any of the Parties can request a meeting of the Parties to discuss any aspect of this Agreement. Any such meeting shall be held within a reasonable time of the initial request and shall be attended by up to three designees from each Party. Each designee shall be appointed by their respective Town Manager. The attendees may discuss and make recommendations related to any aspect of this Agreement. The Committee shall meet at minimum once per calendar year, with a preference meeting once per calendar quarter.

Each Party shall designate PSAP Committee members with the intent for each member to serve a minimum of two years on the Committee for the purposes of ensuring continuity and fostering the development of institutional knowledge within the Committee. The Parties agree that each shall only relieve an appointed member of their duties related to the Committee in the event of a significant change in that member's employment status or a substantial shift in their roles and responsibilities that would hinder their ability to fulfill their Committee obligations.

Cary is solely responsible for the operation of the Primary PSAP and while Committee member recommendations will be carefully considered and evaluated, such recommendations are advisory only.

7. **Termination**:

- a. Upon termination for any reason, all equipment and assets of the Primary PSAP shall be and remain the property of Cary. In the event a Party terminates their participation in this Agreement pursuant to Section 3 of this Agreement, that Party shall remain responsible for its share of the Operation Costs for the remainder of time that Cary is providing services and for any fees for the termination of services being provided by third-parties that result from the terminating Party's termination.

8. **Breach and Default**:

- a. Any material breach of the terms or conditions of this Agreement shall constitute a default. In the event of a default, the defaulting Party shall be given notice of such alleged default in the manner prescribed in Section 9 of this Agreement. Upon receipt of notice, the defaulting Party shall have the opportunity to cure the default within thirty (30) days.
 - b. In the event Cary is the defaulting Party and fails to cure all defaults within the thirty (30) day cure period, Apex or Morrisville shall have the ability to provide Termination Notice as described in Section 3 of this agreement, irrespective of current Term. Cary shall continue to provide the services described in this agreement to the terminating Party for the two hundred seventy (270) day notice period or until the terminating Party obtains Communication Services from another source, whichever is sooner. The terminating Party shall remain responsible for its share of Operations Costs for the remainder of time that Cary is providing services, minus any costs for Primary PSAP Improvements.
 - c. In the event that Apex or Morrisville are the defaulting party and have failed to cure all defaults within the thirty (30) day cure period, Cary shall cease to provide the services described in this Agreement to the defaulting party two hundred seventy (270) days after the conclusion of the cure period. If services are terminated in this manner, the defaulting Party shall be responsible for its share of the Operations Costs for the remainder of time that Cary is providing services.
9. **Notices.** Unless otherwise provided, all notices provided for herein shall be in writing and shall be sent properly addressed by first class mail, with a copy sent by e-mail, to the Parties at the addresses shown below:

Town of Cary

Town Manager
Town of Cary
PO Box 8005
Cary, North Carolina 27512-8005

Attention: Town Manager

With copies to:
To the acting Cary Police and Fire Chiefs.

Town of Apex

Town Manager
Town of Apex
PO Box 250
Apex, North Carolina 27502

Attention: Town Manager

With copies to:

The acting Apex Police and Fire Chiefs.

Town of Morrisville

Town Manager
100 Town Hall Drive
Morrisville, NC 27650

Attention: Town Manger

With copies to:

The acting Morrisville Deputy Town Manager, Police Chief, and Fire Chief.

All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service. Any Party hereto may change the person to whom or the address to which notices should be provided by giving written notice to the other Parties of the change.

- 10. Public Records.** The Parties may provide copies of public records, including copyrighted records, in response to public record requests.
- 11. Due Diligence Assessment.** Each Party has conducted such due diligence assessment as it deems appropriate to verify that the assumption of Communications Services by Cary in accordance with the assumptions used to develop the terms and conditions of this Agreement are reasonable.
- 12. Force Majeure.** No Party shall be responsible for any default, delay, or failure to perform if such default, delay, or failure to perform is due to causes beyond the Party's reasonable control, including, but not limited to, actions or inactions of governmental authorities, epidemics, wars, actions of malicious actors, embargoes, fires, hurricanes, unusual adverse weather, acts of God, or the default of a common carrier. In the event of a default, delay, or failure to perform due to causes beyond a Party's reasonable control, the Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance and to complete its performance in as timely a manner as is reasonably possible.
- 13. Entire Agreement/Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the Parties.
- 14. Representations and Warranties.** The Parties each represent, covenant and warrant for the other's benefit as follows:
 - a. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

- b. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- c. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

15. Dispute Resolution. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

16. No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Parties to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

17. Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

18. Assignment. The Parties may not sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

19. Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

- 20. Execution in Counterparts/Electronic Version of Agreement.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties 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.
- 21. No Third-Party Beneficiaries.** This Agreement is not intended to and does not confer any right, power, or benefit on any person other than the Parties and only the Parties may enforce, modify or terminate this Agreement as provided herein. There are no third-party beneficiaries to this Agreement.
- 22. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the Parties without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.
- 23. Time.** Time is of the essence in this Agreement and each and all of its provisions.
- 24. Further Assurances/Corrective Instruments; Good Faith/Due Diligence.** The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.
- 25. Verification of Work Authorization.** The Parties shall comply with Article 2, Chapter 64, of the North Carolina General Statutes to the extent applicable.
- 26. Pre-Audit Requirement.** This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S § 159-28) has been affixed and signed by the Parties' finance officers or deputy finance officers.
- 27. Nondiscrimination.** To the extent permitted by law, no Party or their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate

against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

IN TESTIMONY WHEREOF, the Town of Apex, the Town of Cary, and the Town of Morrisville, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers the day and year first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

Town of Cary:

By: _____
Russ Overton, Deputy Town Manager

Attest: _____
Virginia Johnson, Town Clerk

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

Deputy Finance Officer Officer Date

Town of Apex:

By: _____
Randy Vosburg, Town Manager

Attest: _____
Allen Coleman, Town Clerk

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

Finance Officer Officer Date

Town of Morrisville:

By: _____
Brandon Zuidema, Town Manager

Attest: _____
Patricia Spillane, Town Clerk

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

Finance Officer Officer Date

EXHIBIT A

Performance Standards

The Towns of Apex, Cary, and Morrisville shall work together to assure the provision of accurate, consistent, and timely Communication Services. The Towns are sometimes referred to individually as “Party” and jointly as “Parties.”

1. **Definitions:** Terms used in this Exhibit A shall have the same meanings as the identical terms found in the INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH AND COMMUNICATIONS SERVICES (“Agreement”) to which this is attached. In addition, the following terms shall be given the meanings defined below:
 - a. “Benchmark” means the service levels identified in Section 2 of this Exhibit A which the Parties shall work towards achieving for single processes.
 - b. “Baseline” means the service levels for the measurable activities identified in Section 2 that are actually achieved by the Primary PSAP at the time Agreement is entered into. An individual Baseline is the quantitative representation of the actual performance of the Primary PSAP for a single process.
 - c. “Call Answering Time” means the time between when the Primary PSAP receives a 9-1-1- call until the time the call is acknowledged by an ECO. (The time it takes for the ECO to answer a 9-1-1 call).
 - d. “Call Handling Time” means the total of the Call Answering Time, Call Transfer Time (if applicable), and the Call Processing Time.
 - e. “Call Processing Time” means the time between when a call is acknowledged by an ECO and the ECO begins to relay information via voice or electronic means about the call to the appropriate Public Safety Responders.
 - f. “Call Transfer Time” means the time between when an ECO determines a received call needs to be Transferred to the Secondary PSAP and the time when the Transfer of that call to the Secondary PSAP is completed;
 - g. “Emergency Communication Officer” (“ECO”) means an individual handling calls from within the Primary PSAP.
 - h. “Timestamp” means information encoded by ECOs into CAD entries that identifies when certain events occur.

2. Service Level:

- a. **Benchmarks:** The Parties shall continually work towards the reduction of the intervals between Baseline performance and these agreed upon Benchmarks:

i. **For Calls that Require Fire Department Response:**

- 1) **Call Answering Time Benchmark:** Ninety-five percent (95%) of calls answered within 15 seconds.

- 2) **Call Processing Time Benchmark.**

- (1) For the eight types of calls listed below, the Call Processing Time Benchmark shall be ninety percent (90%) of calls processed within 90 seconds:

- i. Calls requiring emergency medical dispatching questioning and pre-arrival medical instructions;
- ii. Calls requiring language translation;
- iii. Calls requiring the use of a TTY/TDD device or audio/video relay services;
- iv. Calls of criminal activity that require information vital to emergency responder safety prior to dispatching units;
- v. Hazardous materials incidents;
- vi. Technical rescue;
- vii. Calls that require determining the location of the alarm due to insufficient information; and
- viii. Calls received by text message.

- (2) For all other calls, the Call Processing Time Benchmark shall be ninety percent (90%) of calls processed within 64 seconds.

- 3) **Call Transfer Time Benchmark:** Ninety-five percent (95%) of 9-1-1 Calls received by the Primary PSAP that are determined to need to be Transferred to the Secondary PSAP are then Transferred within 30 seconds of that determination being made.

ii. **For Calls that Require Police Department Response:**

- 1) **Call Processing Time Benchmark:** Maintain an average Call Processing Time for Emergency Response call types at or less than 90 seconds.

- b. **Call Transfers:** When a 9-1-1 call needs to be transferred from the Primary PSAP to the Secondary PSAP:
 - i. The ECO shall Transfer the call without delay;
 - ii. If received by phone, the ECO shall advise the caller of the transfer; and
 - iii. The ECO shall maintain the connection until it is certain that the Transfer is complete and verified by the Secondary PSAP.
 - c. **Timestamps:** When possible, ECOs shall cause to be applied Timestamps to individual CAD entries for the purposes of incident response data aggregation and review. The Cary PSAP will honor requests from the parties to timestamp events. A list of timestamps will be maintained within CAD by Cary.
- 3. **Data Reporting:** The Parties shall, upon request, make available to one another Baseline and Benchmark data to assist each Party in evaluating its current processes and for preparation of monthly, quarterly, or annual reports. In addition and upon request, the Parties shall make available to one another Primary and Secondary PSAP data for the purposes of analyzing specific Dispatch events.
- 4. **Quality Assurance Standards:** Cary acknowledges that Apex and Morrisville seek to continue to meet their respective community expectations as they relate to the provision of Communications Services and shall strive to provide Apex and Morrisville with a level of service supporting each agencies' goal to meet those expectations. Cary shall make any documentation required to meet these goals available to Apex and Morrisville staff upon request. Apex and Morrisville shall make any such requests in a manner that provides Cary with the amount of time to provide the requested data within a time period acceptable to Cary and the requesting Party.

EXHIBIT B

Cost per Dispatch/Transfer Valuation

- A. **Cost per Dispatch**. the Cost per Dispatch for each Public Safety Responder agency type except the Apex Police Department shall be calculated based on the following formula:

The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees.	X	A growth factor percentage representing the average increase in call volume for the Parties over the prior three (3) years.	X	A response factor percentage representing the average percentage of calls Dispatched by the Primary PSAP per Public Safety Responder agency type over the prior three (3) years.
---	---	---	---	--

For the purposes of this Agreement, the response factor percentages will be determined from the average percentage of Dispatches performed by the Primary PSAP over the prior three (3) years, not the national average as reported in the Study. In addition, because the Parties intend for the Primary PSAP to Dispatch Fire Public Safety Responders to all Emergency Medical Service (“EMS”) calls in addition to Fire calls, the response factor percentage for the Cost per Dispatch for Fire calls shall be the total percentages of both Fire Dispatches and EMS Dispatches performed by the Primary PSAP.

- B. **Cost per Transfer** the Cost per Transfer for the Apex Police Department shall be calculated based on the following formula:

The cost per call for North Carolina as determined by the most recent FCC Annual Report to Congress on State Collection and Distribution of 9-1-1 Fees.	X	A growth factor percentage representing the average increase in call volume for the Parties over the prior three (3) years.
---	---	---

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Amanda Grogan, Director

Department(s): Budget and Performance Management

Requested Motion

Motion to adopt Budget Ordinance Amendment No. 5 allocating various grant funds, reimbursement payments, and debt proceeds for affordable housing land purchase.

Approval Recommended?

Yes

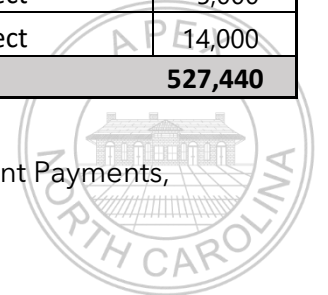
Item Details

The Town deployed multiple staff members to assist hurricane relief efforts and is receiving funds to offset associated costs. Additionally, the Town applied for and received various grants detailed below. Budget Ordinance Amendment 5 accounts for reimbursement of expenses from NC Emergency Management and other grant proceeds for public safety and parks improvements. The amendment also allocates funding through installment purchasing (\$2.9M) to complete the purchase of identified affordable housing property. This purchase is funded by the installment financing and already allocated ARPA funds of \$3M.

Dept.	Source	Description	Amount
Police	Department of Justice	Mobile Barricade purchase	182,000
Police	NC Association of Chiefs of Police (NCACP)	Performance & Wellness Grant	15,340
Fire	NC Emergency Management	Hurricane Debby Reimbursement	37,150
Fire	NC Emergency Management	Hurricane Helene Reimbursement	148,700
Fire	Wake County	Apparatus Payment	94,000
PRCR	Western Wake Tennis Association	ACP Tennis Court resurfacing project	2,500
PRCR	US Tennis Association	ACP Tennis Court resurfacing project	28,750
PRCR	US Tennis Association - NC Chapter	ACP Tennis Court resurfacing project	5,000
PRCR	US Tennis Association - Southern	ACP Tennis Court resurfacing project	14,000
Total			527,440

Attachments

- CN4-A1: Budget Ordinance Amendment No. 5 - Grant Funds, Reimbursement Payments, Affordable Housing Land Acquisition, and Debt Proceeds





Town of Apex

Budget Ordinance Amendment No. 5

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2024-2025 Budget Ordinance be adopted:

General Fund

Section 1. Revenues:

10-0000-33250: Federal Grants	182,000
10-0000-33260 - Fire District - Wake County	94,000
10-0000-33240: State Grants - NCEM Reimbursement	185,850
10-0000-35052: Grants (PRCR)	50,250
10-0000-33220: Police Grants	15,340
Total Revenues	\$527,440

Section 2. Expenditures:

10-5300: Fire Personnel	116,570
10-5300: Fire Capital Outlay Equipment	94,000
10-5100: Police Personnel	69,280
10-5100: Police Operations	15,340
10-5100: Police Capital Outlay Equipment	182,000
10-6200: Parks, Recreation & Cultural Resources Operations	50,250
Total Expenditures	\$527,440

Affordable Housing Fund

Section 3. Revenues:

21-0000-39107 - Installment Purchase Agreement	2,900,000
Total Revenues	\$2,900,000

Section 4. Expenditures:

21-4800-47100 - Capital Outlay Land	2,900,000
Total Expenditures	\$2,900,000

Section 5. Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 10th day of December 2024.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve, as submitted or amended, Meeting Minutes from the following meetings:

- October 25, 2024 - Town Council Strategic Planning Session
- November 12, 2024 - Town Council Meeting Minutes

Approval Recommended?

The Town Clerk recommends the Town Council approve the meeting minutes as presented or amended.

Item Details

In accordance with 160A-72 of North Carolina General Statutes (NCGS), the Governing Board has the legal duty to approve all minutes that are entered into the official journal of the Board's proceedings.

Attachments

- CN5-A1: **DRAFT** Minutes - October 25, 2024 - Town Council Strategic Planning Session
- CN5-A2: **DRAFT** Minutes - November 12, 2024 - Town Council Meeting Minutes



DRAFT MINUTES

TOWN OF APEX
TOWN COUNCIL STRATEGIC PLANNING SESSION
FRIDAY, OCTOBER 25, 2024
2:00 P.M.

The Apex Town Council met for a Strategic Planning Session on Friday, October 25, 2024, at 2:00 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel:

<https://www.youtube.com/watch?v=6lQqnWGnrel>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Ed Gray

Councilmember Brett Gantt

Councilmember Arno Zegerman

Councilmember Audra Killingsworth

Councilmember Terry Mahaffey

Absent: None

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Demetria John

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Budget and Performance Management Director Amanda Grogan

Finance Director Antwan Morrison

Transportation Infrastructure and Development Director Chris Johnson

Parks, Recreation and Cultural Resources Director Craig Setzer

Planning Director Dianne Khin

Electric Utilities Director Eric Neumann

Information Technology Director Erika Sacco

Economic Development Director Joanna Helms

Public Works Director John Mullis

Diversity, Equity, and Inclusion (DEI) Director Linda Jones

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

Community Development and Neighborhood Connections Director Marla Newman
Human Resources Director Mary Beth Manville
Water Resources Director Michael Denton
Building Inspections and Permits Director Rudy Baker
Communications Director Stacie Galloway
Fire Chief Tim Herman
Deputy Police Chief Trevor Materasso
All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order, welcomed everyone and thanked all in attendance. He then asked Town Manager Vosburg to speak.

Town Manager Vosburg said that the meeting would begin with the Year in Review. He said that it would start with the Directors reporting on some accomplishments and each portfolio manager would tie these into the Council initiatives.

[YEAR IN REVIEW]

Town Manager Vosburg asked who wanted to begin with the first portfolio for the Year End Review.

Dianne Khin, Planning Director, said she is reporting out what has been finished, and they are working on several other things. She said the first thing is UDO Amendments in support of Environmental Advisory Board goals, including lighting ordinance updates, EV parking amendments, limiting temporary signs and providing a public-facing map of the EV Charging Stations. She said the second is the initiative supporting multimodal goals, including installing sidewalk murals at 12 bus stops, conducting interviews with all Apex Area School principals to update safe routes to school needs, completing the S-Line Study with DOT, adding bike lanes to the Apex Transportation plan for major collectors, completing the transit prioritization study and developing a crosswalk lighting standard.

John Mullis, Public Works Director, said that there are four divisions and that he would be reporting on three of them to keep it clear and concise. The first was implementing repair maintenance replacement schedules for all public works assets to ensure asset availability and consistent public quality service. He said they completed the Town Hall generator replacement, along with the rooftop unit. He said for the Fleet Division, they completed the installation of Geotab telemetry devices on all Town vehicles to monitor utilization, repair, and downtime and that is part of the goal two initiative. Also, they were able to continue to build relationships with yard waste disposal output.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Chris Johnson, Transportation and Infrastructure Development Director** reported
2 on three items. He said the first was part of implementing transportation projects in the CIP.
3 He said they have completed the design and acquisition of the Southwest Peakway
4 Connector, which is now under construction. He said that also completed was design on
5 several projects, including the Saunders parking lot, Columbarium Phase Two, which will be
6 starting in January, the GPS emergency preemption Phase One, and two of the bike lane
7 markings that Director Khin mentioned, Milano Avenue and Horton Ridge Boulevard, and
8 construction on the Lower Laura Duncan Road sidewalk project and the 2024 bridge
9 preservation contract. He said that the second goal to report on was the use of pavement
10 preservation treatments to maximize the impact of funding, and in addition to the resurfacing
11 contract that finished earlier this year, there is an asphalt rejuvenators contract that just began,
12 which will cover 11 neighborhoods. The department is also finalizing quantities to put out a
13 new micro-surfacing contract, that will be finalized for advertising by the end of this year. He
14 said the last report is that the implementation of the Vision Zero plan has been an ongoing
15 effort that the town been working on for several years, and as Town Manager Vosburg
16 recently mentioned, the Town was officially recognized by the Vision Zero Network as a Vision
17 Zero community, and have also continued implementation of monthly task force meetings
18 across several departments and developed reporting and tracking of the 28 actionable
19 strategies that were adopted in the action plan.
20

21 **Rudy Baker, Building Inspections and Permits Director,** said they have continued to
22 provide permits on a day-to-day basis. He said they have provided excellent customer service
23 by adding an online portal to the department's webpage so people can submit information
24 they need from us or anything in general. He said that there had been public outreach to the
25 community, and 50% of our staff has been involved in public outreach, attending PeakFest
26 and the Housing Fair. He said one of the department has been to continue to be fully staffed
27 through various retention and recruitment efforts. He said that one the supervisors attended
28 three of the events for Wake County Public Schools through Connect for Success for the
29 students to build sheds and that they had attended three of those to raise awareness about
30 available special positions. He said that there had been participation in two community
31 college career fairs, and two ride-alongs with high school seniors to help fill positions.
32

33 **Michael Deaton, Water Resources Director,** said that there are three departments he
34 would report on. He said that the first one is Operations. He said that in 1991, the EPA created
35 the Copper Rule, and recently we had a Copper Rule provision which required us to identify
36 service lines as non-lead, and as of October 16, the town does not have any. He said the next
37 phase, will involve additional sampling requirements throughout town, including schools. He
38 said that that Stormwater Engineering started the utility fee back in 2022, and since then, our
39 first project has been the stormwater condition assessment project, which is currently in
40 phase two, which is looking at a baseline condition for all infrastructure and determining the
41 risk of failure and the consequence if it happening, and this would help understand where
42 things are very high or low in terms of risk, which will help us develop future projects as our

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 infrastructure ages. He said that the last thing to report on are various projects that has been
2 underway on the utility side. He reported on the Lawrence Crossing rehab project near Perry
3 Road that has been completed, as well as the advertising for the tank project, which has been
4 advertised and bids will be opening next week.

5
6 **Eric Neumann, Electric Utilities Director**, said there were few things to highlight that
7 have been completed this year. He said that the first group would fall under sustainability and
8 reliability, in support of high-performing government. He said that there had been an
9 increased focus on maintenance, and there had been some rather large investments in
10 capital. He said that the substation transformers have not been tested in many years, so
11 testing has begun and that we have completed our Mt. Zion substation this year and that will
12 be going back to Laura Duncan and East Wing substations this upcoming year, and then this
13 will put us on a good cycle to continue that maintenance. He said that there will be
14 replacement with the high-voltage breakers in the Laura Duncan substation this year, which
15 has been part of the town's plans. He said that maintenance is difficult to balance with growth
16 in the town, but it has been a priority it and the money has been put forward to get that done
17 soon. He said that as far as what he would classify as responsible development, some
18 projects fall under that category, although it's not complete and may take a while, the MSU
19 project, placing the meters throughout the town, is highly critical for the Electric Department
20 going forward. He said that the project has started, the initial phase has been completed,
21 and now we will be going on to the main phase of that project shortly, so hopefully next year
22 we'll have that all complete and have that system in place so that the town can do some
23 innovative things. He said that LED replacement has been going on for many years and is
24 continuing, and he is hopeful of it being completed this year. He said that there are more
25 phases of it, and they are hoping to get a majority of the decorative fixtures complete this
26 year, and potentially flow in some of the general streetlight replacements as well this year. He
27 said that the recent increase to developer fees has allowed them to stay more in line with
28 reality, and it allows us to keep capital flowing into our revenue base so that we can make the
29 investments mentioned, because it requires a lot of dollars for better design and
30 development.

31
32 **Assistant Town Manager Marty Stone** reported on the initiatives from 23-24 because
33 it was never really reported back on and some of the Council initiatives and the portfolio that
34 was worked on so that will be for 23-24 and 24-25. He said for a Welcoming Community,
35 there is a neighborhood improvement grant. He said that the historical walkway program was
36 increased to \$4,000, and we contracted landscaping to maintain the park and improvements
37 in that program. He said that for environmental leadership, the town has provided free
38 electric car chargers in various locations, standardized EV charger specs, created a permit to
39 identify and map charger locations, and Stormwater added three electric trucks this past year.
40 He said that there was an Adopted Tree Preservation Ordinance to maintain and increase
41 Apex tree canopy cover, and something very similar with an ordinance to protect tree canopy
42 coming up this year. He said that there has been an increase in Plant the Peak from 100 to 234

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 trees planted this year. He said that zoning conditions are being looked at and other potential
2 ways of increasing canopy in rural areas to address tree canopy loss, and that is an ongoing
3 process. He reported on responsible development and that one of the initiatives was public
4 transit options in the RTP area and increased transit operation frequency in 23-24, where
5 there was increased awareness of Apex, and continued to try to expand that program. He said
6 that under responsible development was focused on improving bike ability across Apex and
7 bike lane ordinances were updated, a policy update for bike lanes on major collector streets,
8 and there were updated standard details for Olive Chapel Road marking for bike lanes and
9 designs for Milano Avenue and Horton Ridge Boulevard bike lanes. He said that also under
10 responsible development was creating opportunities to expand affordable housing options,
11 and developed new expertise in Inspections. He reported that for the 24-25 items under
12 Welcoming Community included working with Wake County to provide a second library in
13 Apex, they met and provided information to the Wake County library staff in August of 2024,
14 and then in September of 2024, GIS provided a suitability analysis for possible friendship
15 library locations. He said that another Welcoming Community initiative was to purchase the
16 Williams property to create a park and that property was purchased, but there has not been
17 anything done with it at this time. He reported on responsible development, a pedestrian
18 bridge over Humie Olive by Friendship Campus has been looked at by staff preliminarily but
19 that the grade is not very conducive to a crossing, and the cost estimate to do that work
20 would be somewhere between \$5 and \$10 million. He reported on economic vitality, the
21 Western expansion master plan was completed, and then Big Branch 2 and force main design
22 is about to be bid soon, hopefully. He said that under environmental leadership, the
23 discussion off the ordinance protecting the tree canopy, and expanding Apex Cares by
24 identifying code enforcement issues ahead of Apex Cares projects. He said that his portfolio
25 is tremendously impacted by development, these are projects that address Council initiatives.
26 He said that this group does tremendous work for the development community.

27
28 **Erika Sacco, IT Director** reported on three goals from the Strategic Plan and these
29 goals are to maintain and improve service level agreements, ensure data technology is
30 accessible and presentable, and project management and facilitation for innovation. She
31 reported on the first one which is to maintain and improve service level agreements. She said
32 that's a bunch of technical stuff in the background, but she thought they would like to know
33 that there was a lot of money saved. She said it usually costs a lot of money, but there was a
34 lot of money saved. She said that the State awarded us another cyber grant for \$100,000
35 coming for the grant in 2024, and that will be put toward a lot of projects and assessments for
36 2025 in the area of security. She reported on the telecommunication expense project and
37 thanked her staff. She said that for the monthly savings, a company came in and did some
38 assessments on the circuits, what we're paying against other municipalities or other
39 companies, and how that relates back to us to make sure that our circuits weren't stagnant
40 with payments and what we were doing. She said that they worked with Spyglass, and that
41 Finance and Budget were a big assistance in that as well, so they were able to cut a bunch of
42 circuits that weren't needed and reduce our costs and increase savings, so they like to tout it

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

as a three-year savings of about \$430,000. She reported on the second goal, ensuring data technology is accessible and presentable, she thanked her staff and others that helped on the enterprise resource planning software, which has been in the works for many years and there has been lots accomplished this last year, and there are go-live dates in place. She said that they have the AMI and are also working with Mill Soft and SCW for utility billing and metering, and they are working on building out the AskApex call center. She said they are also working on some other CRM customer management-type applications. She also reported that last year the initiation of phase two on the IPS side, which is the development side, and they will be heavy into that this upcoming year. She said that finally, the last one was the innovation items and that they have been doing pilots with cameras and AI for parking and parks. She said they are also working on a pilot for determining how long people have been parked in preparation for the new Saunders Street lot.

Linda Jones, DEI Director said that for the Welcoming Community, they had achieved the following three goals. She started with the highest part, which was the adoption of the Language Access Plan by Council on April 23rd of this year. She said that from that they have implemented ReciteMe, which is the website accessibility software, and that has been very positively received by the community and the staff. They were also able to hire a lead fellow from the UNC School of Government, and she is creating the implementation plan that proposed back in April, and that there would be an update in February regarding that. She said that with our ReciteMe website, there is some data and analytics that she will be able to share. She said that they had completed several DEI foundational trainings for departments around the value and importance of what diversity, equity, and inclusion is, and how that is being incorporated into the social fabric of the Town of Apex. She added that in January, they would be rolling out another phase of trainings.

Stacie Galloway, Communications Director, said Communications spends a lot of its time ensuring the other projects going on in the room are successful and the information gets out properly. She reported that this past year, they were excited to celebrate the town's 150th anniversary, and that was led by the communications department. She said another goal within Strategic Plan was to increase awareness of special events, including both town events and community events. She said they established a communications plan for all those events, which has helped to establish expectations for event organizers. She reported that the third initiative is the launch of Team Apex Brand, which partnered with the HR Department on an internal communications piece to celebrate the culture of the town. She said they wrapped everything into this Team Apex branding with a reformatted landing page and also a reformatted e-newsletter, which is being really well received by staff. She said that there's a lot more input into that product and a lot more output, and it's really getting a lot of appreciation and that's always great to hear from staff.

Antwan Morrison, Finance Director, reported that they had two stated goals. He said Finance has several objectives they have met or will be meeting. He said that they had been

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 working with the town's surplus supplies in departments to make sure that we're turning over
2 unnecessary supplies. He said that they had posted an internal training for accounts payable,
3 and they are researching several processes they can update. He said that one of the first ones
4 is the large ERP conversion that the town is getting ready to go through. He also reported on
5 enhancing the financial reporting so that the town can get better and more user-friendly
6 information, as well as a focus on our external electronic vending process, which would help
7 the town with its bid processes. He said they have partnered with Economic Development
8 and DEI to ensure they are reaching a broad network on vendors. He said for fiscal
9 responsibility, they have been focusing a lot on debt planning and focusing on what the next
10 5 to 10 years look like, as well as providing complete information and diversifying investment
11 strategy. He said that the management strategy makes changes in how the town pays, giving
12 the town more opportunity to earn more money. He said they have been working with
13 DebtBook, which allows the town to plan and centralize all of its debt administration, which
14 has helped across the town. He said that they are still working through some of the
15 challenges but have made strong strides in that process. He said that something went out to
16 staff yesterday showing that the town increased its rebate by 264%, just from using town
17 cards more efficiently. He said changing thinking to not always use checks can help the town
18 save more money.

19
20 **Joanna Helms, Economic Development** reported on goals under the Economic
21 Vitality Town goal. She said the first goal was to strengthen and grow the existing business
22 and industry community. She said that the objective there this year was to engage the existing
23 Apex business and community to implement strategies and other things. She said in the past
24 year they have created the Apex Small Business Advisory Group, which is open to any
25 business in Apex, large or small. She said they hold quarterly meetings with that group to get
26 their specific feedback and input on different programs, workshops, and promotions that the
27 town is proposing throughout the year. She said the group provides valuable feedback on
28 town programs and ways to help the business community in Apex. She said that goal number
29 two is attraction of new business and industry. She said that the objective was to maintain
30 Apex as a choice business and industry location. She said they hosted a team from the
31 Economic Development Partnership of North Carolina (EDPNC) for a familiarity tour of Apex
32 Gateway, which is a development near Highway 54 and 751. She said EDPNC is the State's
33 agency for recruitment and marketing, and this event was to help make sure that all those
34 folks understood what the town's product and community were like. She said getting people
35 familiar with the actual business locations is very helpful in recruitment. She said another goal
36 was to establish the town as a tourism destination, and the objective is to plan and invest in
37 the tourism infrastructure. She said that they had completed identifying the current
38 infrastructure in the town, which allowed them to determine where the gaps or opportunities
39 are for new tourism initiatives, including experiential-type businesses that can attract people
40 to Apex. She said that they also created a new tourism website and upgraded the interior of
41 the depot as a welcome center to boost the town's profile.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Mary Beth Manville, HR Director**, reported on their accomplishments in HR this past
2 year. She said that one goal of the department was enhancing leadership and managerial
3 skills of Town supervisors. She said that they completed an in-house developed core
4 foundations training that is unique to Apex, and all of our supervisors will go through the
5 program between October 2024 and January 2025. She said that it will be an ongoing course
6 that will be offered regularly as both newly hired and newly promoted employees come on
7 with the town. She reported that under their goal of creating exceptional employee
8 experience and fostering a positive workplace culture, they completed a townwide workplace
9 checkup survey and had a 70% response rate with 411 out of 588 employees responding,
10 which she thought that was a great response rate. She said that even amidst the timing of
11 when the town did the survey, which was in October and November of last year, when there
12 was still some anxiety about the vacant Town Manager position. She said that 80% of our
13 organization said that when they tell others where they work, they feel proud, and 77% of
14 those who participated said they would recommend the town of Apex to friends and family as
15 a great place to work. She said they hired an in-house training and development consultant
16 who provides training to all of Apex employees that is available to everyone in the
17 organization. She said that they launched three courses in the Spring that are on an open
18 calendar that anyone can sign up for and they are all voluntary. She added that there were
19 over 100 employees from across the organization that have taken advantage of these
20 courses, and they think this training is something employees have been craving, and they are
21 excited to continue building out that program.

22
23 **Amanda Grogan, Budget and Performance Management Director**, reported on the
24 goal of responsibly developing and supporting the town's financial plans and projects. She
25 said one of the things the department has been working on is public engagement. She said
26 they have been trying to expand opportunities for the community to be involved in the
27 budget process and be more aware of it, through budget surveys and videos. She said this
28 year's resident survey engagement rate was increased this year by almost 2.5%, with over
29 12,000 social media accounts engaged. She said that another goal is to guide the town's
30 strategic plan and measure its performance, and this was something that was done with all
31 departments. She said it ensures that the majority of our departments have at least 90% of
32 their performance measures being quantitatively tracked, exceeding the target. She said they
33 received the Distinguished Budget Presentation Award for the FY25 budget, which was
34 developed in 2024, and also got outstanding recognition for the strategic plan and
35 performance measures. She said that the last goal is to enhance the sustainability of the Town
36 operations to conserve resources and reduce the town's carbon footprint. She said staff did
37 an amazing job adopting that in August, but it was put together prior to that with KPIs to track
38 our progress toward our goals, and metric tons of CO2 equivalent decreased significantly
39 from 2023 to 2024, from over 5,700 to around 4,700, which is a great success, and attributed
40 to all of the different teams here today.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Deputy Town Manager Purvis** said this was the performance strategy portfolio, and
2 their work incorporates every other department as well. He spoke on the initiatives that
3 Assistant Town Manager Stone did. He said that he wanted to continue on a few things this
4 group has worked on, starting with the EV chargers. Assistant Town Manager Stone
5 mentioned some of the things we've done, but within the Budget Group and sustainability
6 team, they have been working with the fleet staff for developing a plan for setting up the
7 necessary infrastructure. He said that they had received some grants to install chargers, and
8 those are either coming or have been put in place. He said that they are looking at possible
9 options for setting up a fee system for the public to be able to use the chargers as well as
10 directed by Council, and there is more discussion to be had on that, which will happen at the
11 next Finance Committee meeting. He said that the other initiative they've been working on
12 under economic vitality is implementing regional and public-private partnerships, which
13 involves a lot of work with Economic Development. He said that they have worked with Apex
14 Gateway, and continue to partner with the private sector out there to assist with recruitment in
15 the area. He said that Phase one is almost completely full and that they have all their buildings
16 in Phase one under contract. He said there is still work being done preparing for Veridea,
17 though making connections and establishing partnerships there. He also mentioned the
18 partnership with Wake Tech. He mentioned Fire Station One in downtown, as you know, is
19 part of the downtown plan and is coming up, and the town is putting together an RFQ to
20 advance that work to see what it may can look like as part of that. He said that study will be
21 coming this upcoming year.

22
23 **Trevor Materasso, Deputy Police Chief**, said there are three highlighted three areas
24 he wanted to share with the Council. He said they have been working with other departments
25 on the completion of the firearms training facility. He said they are looking forward to having
26 Council out there to see it. He said it has been a big project, but it is important to keep the
27 force well-prepared and trained. We're very excited that that is now in place, and they will be
28 using it soon. He said the past year has been low on violent crime, but there have been
29 several impactful tragedies in the community. He said there were three homicides, which is
30 very rare for the department. He noted the bravery and expertise on display when officers
31 stopped an active shooter event, which tragically killed two community members. Those
32 arrests have led to a case that will be presented through the court for a high probability of a
33 very good prosecution and conviction. From a law enforcement perspective, that's a
34 significant impact because it's incumbent on them to serve the community, the victims, and
35 their families after the fact by being able to present a case to the district attorney. He said the
36 domestic incident that led to a murder at Molly Maid's is another example, where after the
37 tragic event the department quickly identified the perpetrator and took them into custody.
38 There was collaboration and partnerships with State and Federal counterparts in that search,
39 so those connections helped greatly. The last thing to highlight is the CAR Team, Crisis and
40 Advocacy Response Team. That has been in place for over a year, but the mission has
41 changed, and the focus has really shifted from a reactive response, where it was assigned to
42 the Criminal Investigation Unit, and it has now moved to the Patrol Division. He said this was

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 done because of the times these calls were often received. He said the focus for it now is
2 responding to the crisis first, and working with them to offer support second.

3
4 **Marla Newman, Community Development and Neighborhood Connections**

5 **Director,** highlighted the new hires this year that have made of the work in her department
6 possible. She said they enhanced the Apex Cares Program in June and expanded it to create
7 urgent repair program, an architectural barrier removal program, and a weatherization
8 program. She also mentioned working with the County on the housing stability programs
9 which will help those who may be experiencing housing instability or homelessness and
10 connecting them with the services that currently can only be accessed to Raleigh. She said
11 they also were able to raise the cap on what could be expended on these repairs from
12 \$20,000 to \$40,000, which has helped make the funding for the program more secure and
13 predictable. She also said the town did its first full Housing Fair this past year, as well as a
14 community revitalization project in Justice Heights as part of Think Apex Day. She added they
15 have also completed their community needs survey. She said that survey had 1,912 views,
16 815 participants, 13,837 responses, and 775 comments. She said she is very proud of the
17 department getting so much engagement on this, and gave credit to all of the new hired that
18 have hit the ground running with their work.

19
20 **Tim Herman, Fire Chief,** said the Fire Department has three overarching goals that
21 have 12 objectives, all in support of our goal of high performing government. The first
22 accomplishment he highlighted was enhancing our training and professional development to
23 prepare and retain employees for a successful career with the Apex Fire Department. He said
24 they created a new division within the fire department called Professional Standards. He said
25 they implemented a new internal training program, revised all professional development
26 guidelines, procedures, and job descriptions, aligning them with the town's HR's recent
27 career progression and job description update project. They also created internal
28 development programs for our firefighters, drivers, and officers. Additionally, they updated
29 and streamlined external training and professional development opportunities. The next one
30 he highlighted is related to fire department performance evaluations and data-informed
31 decision making. For human input, they created data input guidelines and workflows and
32 implemented training. They've also introduced new technology, including rugged computers,
33 updated internet GPS devices in vehicles, and regular data reports for staff. They are
34 evaluating response times from both first-arriving apparatus and effective response forces,
35 doing this both in-house and through a third party. They've also started the international fire
36 service accreditation process, which will related to everything he mentioned already and
37 much more. He also spoke about the accomplishment of improving community outreach
38 efforts, including the education of residents, and that was done through hiring the town's first
39 Community Risk Reduction Coordinator, Courtney Queen, who is doing a fantastic job. She is
40 creating intentional programs targeting audiences ranging from children to older adults, and
41 she is enhancing presence at town events to provide resources, education, and support. She
42 has provided resources to our staff, requiring them to participate in education programs. She

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 provides lesson plans, PowerPoints, and guidelines to ensure they hit the most important
2 points when speaking on education. Additionally, she has formed partnerships, both internal
3 and external, and has created PR definitions.
4

5 **Craig Setzer**, Parks, Recreation, and Cultural Resources Director gave updates. He
6 said that the first goal he would like to talk about is providing diverse, equitable, and inclusive
7 programs and opportunities. He said they were really excited to hire Ellison Lambert as our
8 Volunteer Coordinator, which was part of our objective to implement a Volunteer
9 Management Program, and she has produced a manual for that program for the first time. He
10 said the town has accumulated a little over 17,000 volunteer hours since July. He said
11 analyzing that a rate of about \$29 per hour, that's roughly \$500,000 worth of value added to
12 the department through volunteering. These numbers include Apex Youth Council, Dr. Park
13 Youth Athletic coaches, and volunteers who have also assisted with festivals like Latino Arts
14 Festival, Touch a Truck, and numerous other athletic leagues. This will be the first year that we
15 actually acknowledge and recognize them, so that will be exciting in the spring at a volunteer
16 recognition picnic. The next thing is goal number two, which is welcoming the community
17 and facility spaces that can satisfy diverse interests and provide services. He said the town
18 currently has Beaver Creek Greenway, Middle Creek Greenway, Apex West Greenway, and
19 Greedy Branch Greenways under construction. He said they have completed a feasibility
20 study for Middle Creek Phase 3 from Jesse Drive to Ten Ten Road. Ultimately, that will connect
21 Swift Creek Connector to the Town of Cary. Design contracts are in legal for the bike track,
22 and the design contract is also in legal for West Street. Street Hockey courts at Apex
23 Community Park are currently under construction. He said the department is working with
24 Daniel Edwards on the Environmental Education Center design, as well as finishing up any
25 changes to the design. He gave a shoutout to Angela Reincke, Parks Planning Manager, a
26 shoutout for all of her hard work in making these things possible. He said the last thing he'd
27 like to mention is Pleasant Park. Getting the park open, as it did in the Spring, was on the
28 major goals. This goal combines providing diverse, equitable, and inclusive programming
29 opportunities, as well as welcoming the community and providing facilities and spaces that
30 satisfy diverse interests and provide services. Since the park has opened, the department has
31 started a new flag football program with 12 teams and 120 participants. He said they have
32 also increased our fall soccer participation by 18 teams, which includes over 234 participants.
33 The expected park attendance over the first year is around two million visitors. They've also
34 hosted nine events, including spike ball, Gaelic football, and several cross-country and soccer
35 events.
36

37 **Assistant Town Manager John** reflected on the year and the most recent initiatives.
38 For fiscal year 2023-24, the beautification grant is in its final stages of development with a
39 launch date of January of 2025. Under the second goal, increasing the number of elementary
40 school resource officers, the SRO special assignment announcement was officially posted on
41 October 11th, and it closed on October 25th. For current testing, one was added on the
42 current fiscal year cycle, and there is one vacancy from retirement. For 2025 and 2026, they

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 will ask for the two positions which were deferred because the high school opening was
2 delayed. She mentioned Council will be receiving a full presentation at the Public Safety Work
3 Session in November. Regarding responsible development, she mentioned that for the Apex
4 Greenway and the Middle Creek Greenway, we did have the funding agreements expire, but
5 they were just executed those this week, so they have been extended with Wake County.
6 Under the opportunities to create or keep affordable housing options, Director Newman
7 mentioned the expanded Apex Cares program, and what the enhanced programs are under
8 that, but she added the town has a new multi-year contract with RTT to administer the Apex
9 Cares program. Regarding Stone Glen, as of September 1st, there were 94 of the 164 units
10 occupied. She said they are also looking at adding another opportunity for Think Revitalize
11 work that the community can engage with. She said she will be bringing more information
12 about the co-responder program and CART program with WakeMed and Helpline to them at
13 the Work Session in November. She said the CDNC team is working on a strategy to help
14 revitalize the Justice Heights neighborhood, and they should be able to bring more
15 information about that in the Spring. By then, there should be some proven successes on
16 some things, and we will have an update on the affordable housing plan as well as the
17 assessment of housing needs and that will also be coming in the Spring. As far as assisting
18 with real estate acquisition, the town will be closing on the 12 acres at the end of the year for
19 affordable housing and mixed-income housing. There will be an opportunity, hopefully, to
20 host a roundtable as we further define what affordability looks like in housing. The town
21 hopes to put together a roundtable or design session next year, where we can bring
22 developers to the table so that we can begin conversations with those interested in coming
23 into Apex and developing housing. She said they are continuing to work with other staff
24 within the town, shopping for land opportunities to develop housing, especially around
25 workforce housing. She mentioned the vision for a public-private partnership for Fire Station
26 One. She said that is underway and they will hear more about that at the Work Session. She
27 mentioned assistance with getting permits for Apex Cares, which is something that RTT is
28 already leading on the town's behalf, in terms of identifying code violations or issues with
29 construction for Apex Cares projects. Additionally, staff will be updating the Apex Cares
30 communication plan to reflect on any changes, so that will also come early next year.

31
32
33 **Town Manager Vosburg** said this is a lot of information. He said they have a
34 document to give to them showing all of the highlights. He said he wanted Council to be
35 inspired and informed on all that was going on, and he thought this was a good way to get
36 things going.

37
38 **Mayor Gilbert** called for a ten (10) minute recess at **3:08 p.m.**

39
40 **Mayor Gilbert** reconvened the meeting at **3:16 p.m.**

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Councilmember Gantt** asked if there was an organized effort to learn from Western
2 Carolina Utilities about lessons and recovery efforts.

3 **Director Neumann** said they learn from every storm that ever happens. He said they
4 will look at of the information in the reports when they come out. He said that they try to be
5 pro-active and they have a relatively new system. He said that trees are always the biggest
6 concern around the power lines. He said they prepare knowing the possibility coming
7 through the area is likely to happen at some point. He said they have a plan in place to
8 respond quickly, and they have a good setup for being able to access all of their lines.

9 **Councilmember Gantt** asked Police to speak more on the support for mental health
10 for the responding officers.

11 **Deputy Chief Materasso** spoke about the classes that police chiefs attended recently,
12 and how they learned a lot about post-traumatic stress and how to deal with it. He said he has
13 been pushing this heavily since arriving to the town. He said that Apex staff haven't been
14 exposed to this type of thing, and so they are working on a peer support program that
15 collaborates with the Chaplain program. He said they were developing a wellness group. He
16 added that they are looking at policies to ensure employee wellness by proactively stepping
17 in for officers who may need support. He said they are also working on programs and
18 initiative for immediate post-critical event support, and are working to secure grants for these
19 programs as well.

20 **Mayor Pro Tempore Gray** asked what resources are being provided for the family of
21 the Officers.

22 **Chief Herman** said that the resources that they use are offered to the families as well.

23 **Councilmember Mahaffey** asked when the Smart City program could be rolled out to
24 the residents.

25 **Director Sacco** said that this is a pilot currently and they wanted to know how well the
26 technology works. She said that once everyone is more comfortable with it, they will roll it out.
27 She said they want to ensure everything works well before investing more money. She said
28 they are looking at expanding the platform as they learn more about, and it will gradually
29 become more complete.

30 **Councilmember Mahaffey** asked if they could get a demonstration at the 2025
31 Council retreat.

32 **Director Sacco** said that would work.

33 **Councilmember Mahaffey** asked Director Morrison about the electronic bids
34 platform and has it had been deployed, or was it coming.

35 **Director Morrison** said that it is new and just getting started. He said the evidence has
36 shown that using something like this will get the bids in front of more eyes.

37 **Councilmember Mahaffey** asked Parks and Rec about the cricket pitch.

38 **Director Setzer** said that it is going really well, and it is more of a practice pitch, and
39 they are looking at additional ideas to address cricket in the community. He said overall the
40 feedback had been great.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Town Manager Vosburg** said they have had several meetings with members of the
2 community closely involved with cricket, and they are working with the town on additional
3 planning.

4 **Mayor Pro Tempore Gray** said that it was amazing to see all of the accomplishments
5 that all of the departments have done. He said consistency amongst contracts would be
6 helpful so that processes could be more defined for bidding, quality assurance, and data. He
7 said improving the process would help enforcement and provide incentives for exceptional
8 work.

9 **Councilmember Zegerman** talked about Council priorities regarding transit. He
10 wanted to see if there were any updates.

11 **Director Khin** read information from Long Range Planning Manager Shannon Cox
12 regarding Apex's work in this aspect. She said Apex is heavily involved in planning for
13 Regional Connections with RTP and other regional transit connections, and these would be
14 included in the scenarios for public engagement. She added additional information about
15 other regional transit agencies, and added Sunday Service is planning to be added for Route
16 1 in April. She spoke about challenges around vehicle procurement as well.

17 **Councilmember Killingsworth** thanked the staff for all of the work that they are
18 doing. She said that all of the goals that she had for her 6-year tenure so far have been
19 checked off. She said that all that has been accomplished is amazing.

20 **Councilmember Zegerman** said that all of these initiatives that have been completed
21 should be celebrated and put out in the community so that they can see what the staff is
22 doing and can be recognized. He asked that staff work to inform the community on all of the
23 things they are doing to inform them and let them celebrate these things with us.

24
25
26 **[COUNCIL INICITIVE PRIORITIES ACTIVITY]**

27 **Town Manager Vosburg** asked Council to take some time to come up with initiatives
28 they felt were important for the upcoming year. He said to focus on initiatives that weren't
29 included in last year's exercise.

**DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES**

1 [SLIDE 1]



2
3
4 **CLERK NOTE:** The Mayor and Members Council discussed different priorities
5 amongst themselves, and consulted with staff.

6 Council placed their priorities one of 5 boards, each signifying one of the Town's
7 Strategic Goals. Each goal and their corresponding initiatives were read aloud and noted
8 below.

9
10 **Assistant Town Manager John** read the initiatives put under "A Welcoming
11 Community" Goal:

12 Rosenwald School Preservation
13 Expand CART (Personnel and Service)
14 Create/Work with a Community Organization to Support Mobile Home Owners
15 Apex Welcome Signs
16 Parking Finders
17 Increase SRO Program
18 Crosswalk Infrastructure
19 Court Reservation Systems (Tennis, Basketball, etc.)

20
21 **Councilmember Mahaffey** said he thinks it would be appropriate to make the
22 Rosenwald School Preservation a priority this year. He said staff has been working on it this
23 past year, and there are several ways the town can help preserve it.

24 **Director Khin** said GIS staff has looked at 7 sites for possible feasibility to move the
25 school to.

26 **Director Setzer** noted that there is a Reservation System in place, but they have
27 chosen not to use it for Courts because of staffing limitations and heavy court usage.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Councilmember Zegerman** said he was thinking about addressing the issue of
2 people not knowing what courts are available and having to drive around town looking for
3 one to use.

4
5 **Town Clerk Coleman** read off the initiatives places under the “High Performing
6 Government” Goal:
7 Infrastructure/Town CIP Project Development Map
8 Leader in Smart Cities Technology
9 Integrated Call Center
10 Contracting and Procurement Management Policy
11 Sister Cities
12 Debt Planning

13
14 **Councilmember Mahaffey** said he wanted a place residents could access easily that
15 showed town development and projects.

16 **Assistant Town Manager Stone** said they are working on that right now.

17
18 **Town Manager Vosburg** read the initiatives placed under the “Economic Vitality”
19 Goal
20 Second GoApex Bus Route
21 Development of Apex Gateway
22 Investment in Tech Infrastructure
23 Improvement and Development of Downtown Between Justice Heights and Holloman
24 Jordan Lake Branding and Connections
25 Expand Salem Street Streetscape Plans
26 New Hope Valley Railway Northern Station

27
28 **Mayor Pro Tempore Gray** said that he wants to see the town invest in infrastructure
29 that could support a workforce that is remote. He said he also wanted to have the
30 infrastructure necessary to support remote workers who live here but work remotely for
31 another company. He said that’s another category of resident to attract and support.

32 **Councilmember Gantt** said he wasn’t sure about the role of municipalities in
33 supplying and supporting broadband.

34 **Director Sacco** said it used to be allowed, but companies won the fight over being
35 able to supply that. She said in some cases, the town can provide fiber to a business if there is
36 no way the company can, then the company would take over service. She said the town
37 cannot be a provider. She added that some towns, like Wilson and Salisbury, are providers,
38 but were grandfathered in.

39 **Mayor Pro Tempore Gray** said this is an area where he thinks a public-private
40 partnership can be beneficial.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

Assistant Town Manager Stone read the initiatives under the "Responsible Development" Goal:

- Investment in Safe Crosswalks
- Alternative Road Design
- Salem Street Pedestrian Zone
- Update Priority List
- New GoApex Routes
- American Tobacco Trail to Humie Olive
- Mobility Hub
- Mixed Use Developments
- Land Use Updates
- Encourage/Protect Mobile Home Development
- CSX Switching Station Relocation

Director Khin said they are working on a Mobility Hub with NCDOT.

Councilmember Zegerman said he would like to see Salem Street be able to be closed off for a few hours and made into a pedestrian only space for a few hours, such as on a Friday Evening.

Deputy Town Manager Purvis read the initiatives under "Environmental Leadership"

- Yard Waste Management Policy
- Create More Alternatives for Use of Alternative Energies
- Pollinators Planted on all Town of Apex Properties
- Plant the Peak Expansion for HOAs
- Yard Waste Reduction
- Tree Canopy Preservation
- More Public EV Chargers

Town Manager Vosburg instructed them Mayor and Council to place dots on projects they wanted to focus on the most. Each Council Member and the Mayor was allocated 14 dots they could place on initiatives they felt were most important for the upcoming year. They were able to put as many of their dots on any given project that they wanted.

The Projects with 5 or more dots assigned to them were:

- Rosenwald School Preservation
- Increase SRO Program
- Expand CART
- Personnel Service
- Leader in Smart Cities Technology
- Alternative Road Designs

**DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES**

New GoApex Route
New Switching Station Location for CSX
Mobile Home Parks
Expanding Salem Streetscape
Plant the Peak Expansion to HOA's

Mayor Gilbert called for a five (5) minute recess at **4:23 p.m.**

Mayor Gilbert reconvened the meeting at **4:29 p.m.**

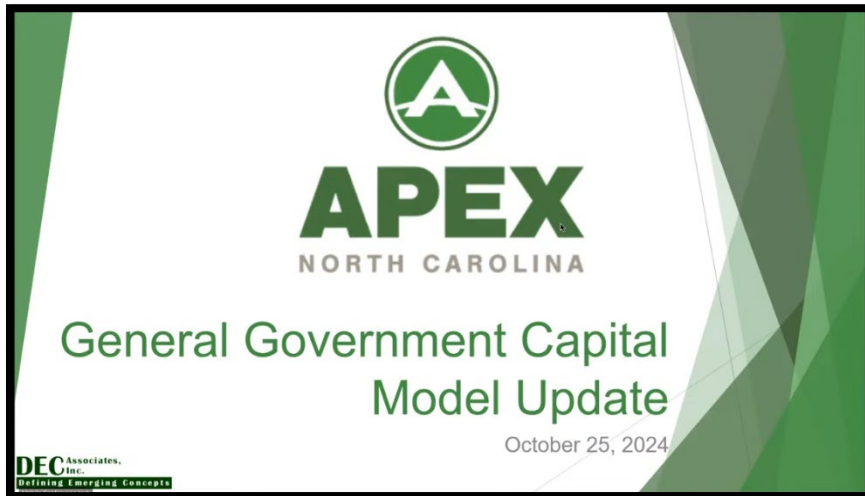
Mayor Gilbert recognized Dianne Khin, Linda Jones, and Marla Newmann, each have a birthday in the month of October.

[FINANCIAL PLANNING OVERVIEW]

Town Manager Vosburg introduced DEC Financial advisors, Andrew and Jeremy Carter, and they gave the following presentation on Financial Planning Overview.

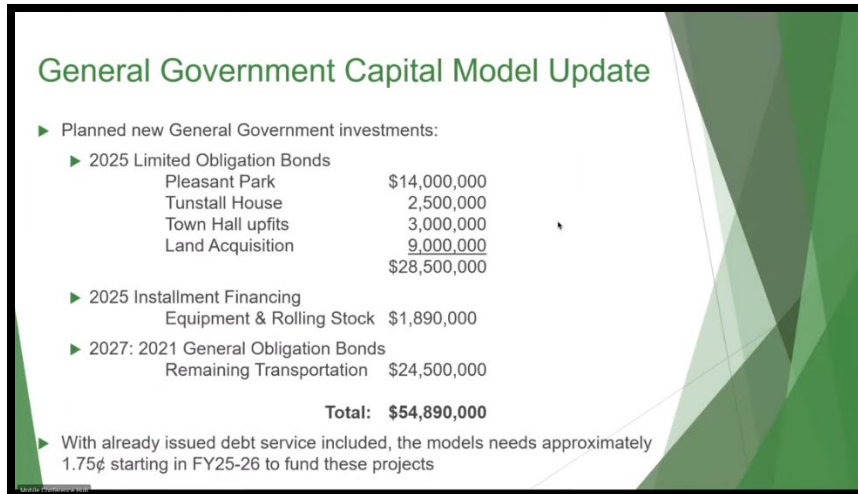
Antwan Morrison, Director, Finance Department with DEC Associations, Inc talked about the financial health of Apex.

[SLIDE 1]

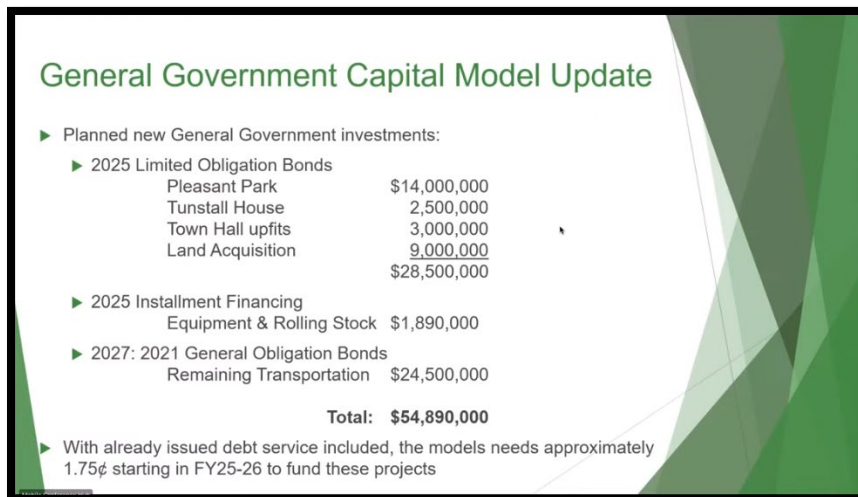


**DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES**

[SLIDE 2]



[SLIDE 3]

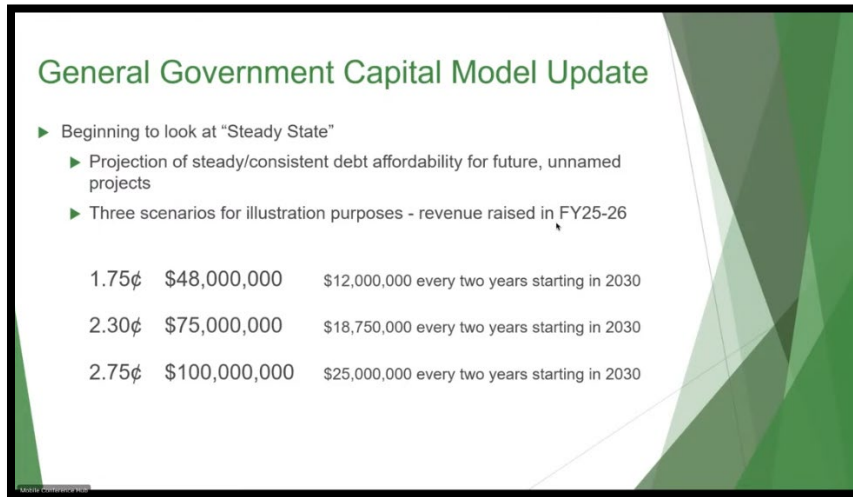


Councilmember Mahaffey asked for clarification of the scheduled tax increase for 25-2026 and asked if that was included in that tax increase or was that on top of the tax increase being talked about.

Director Morrison said that this was included in the tax increase being discussed in the slide.

**DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES**

[SLIDE 4]



Councilmember Zegerman asked if the numbers are adjusted for inflation.

Mr. Andrew Carter said that this is the dollars that can be afforded at the time of the project. He said that as inflation goes up then they would have to adjust.

Councilmember Gantt asked for the growth rate model assumed for the Town of Apex for revenue.

Director Morrison said that it is 3%.

Councilmember Mahaffey asked where the capacity for borrowing for years from 2026 - 2030 shown on the slide.

Mr. Andrew Carter said that there is 2025 - 2027 issuance that has to be gotten through and the capacity wouldn't be available until around 2029 or 2030 time period until additional debt could be added and not violate policies that may be set up in the model.

Mr. Jeremy Carter said that it would incorporate the projects that are already identified that will be occurring and that has been taken into consideration from the current funds.

Councilmember Mahaffey said that they are fixed and asked why it wouldn't be 1.75 cents in 2025-2026 and 2.75 cents for 2029-2030.

Mr. Carter said that they could look at different scenarios and decision points to decide when revenue might be needed.

Mr. Jeremy Carter said that is guidance that will be needed by Council and staff. He said some organizations delay it, and some "rip the band-aid off", building capacity on the front end. He said Council can choose to do it however they like.

Councilmember Mahaffey asked if in this model they would be funding a debt servicing bond each year at a certain rate, and if we needed a bond and it was approved then taxes would not be raised, and the money would be available. He asked if other Towns use that model.

DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

1 **Mr. Andrew Carter** said yes. He said that legislature has added a requirement of
2 showing the tax implication on every \$100.00 of the value of homes. He said in some cases
3 municipalities have been able to show that number as 0, since taxes would not need to be
4 raised in the funding model. He said that Asheville is going to ask four GO bonds questions.
5 He said it was much less impactful to the citizens. He said Apex may be in a situation where
6 they need to raise less revenue than is actually needed for the debt service, since they would
7 have some capacity already.

8 **Councilmember Mahaffey** said they could show on a question for bonds that the tax
9 implication would be 0 if they were funding through a debt service fund. He said that would
10 help eliminate confusion.

11 **Director Morrison** said that this is above and beyond what the expectation will be for
12 operations, and this is just for capital.

13 **Mr. Andrew Carter** said that if it was a project that added personnel or operation
14 pressure, it would go on the operational side of the budget.

15 **Councilmember Mahaffey** asked if there was a way to phase in the 2 cents or 2 ½
16 cents over the 5 or 6 years so that there is not a surprise if there is a large project. He said
17 there would be a ramp up.

18 **Mr. Jeremy Carter** said yes, there are many different scenarios that can be done in the
19 future depending on the Town's desire.

20 **Councilmember Gantt** said that he would not want to lock in future Council's items.
21 He said they may not want to do these projects.

22 **Councilmember Zegerman** said that future Council's can also lower taxes if the
23 money is not needed. He said that these policies can be changed in the future.

24 **Councilmember Gantt** said that doing GO bonds and having them on the ballot is
25 different than internal bonds where the public never votes on them adds to uncertainty when
26 it locks in a project.

27 **Councilmember Mahaffey** said he doesn't think this is locking anything in. He said it's
28 important to set the right expectations for the public in regards to the debt servicing.

29 **Councilmember Gantt** asked if the debt service being discussed will increase the
30 reliance on a GO bond vs. other types of bonds.

31 **Director Morrison** said they still have to issue the debt, and this is planning for the
32 debt. He said this is about getting the most value, and the GO bonds do that.

33 **Councilmember Gantt** asked if it was because of the rates being lower.

34 **Director Morrison** said that it is a better opportunity to get a lower rate.

35 **Councilmember Gantt** asked what was backing the obligation bonds.

36 **Deputy Town Manager Purvis** said the assets.

37 **Director Morrison** said this is planning for the near future, and trying to give Council
38 more options for projects.

39 **Deputy Town Manager Purvis** said that this is for exploring options so that when CIP
40 projects that are coming and the expenses are adding up then one way to do these is with a
41 bond, and it is good to see what the options are.

**DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES**

Councilmember Gantt asked if this was being planned for next year.

Deputy Town Manager Purvis said that they will look at it further at the Finance Committee in January. He said there will be a stronger model coming from the information given today. He said this was mostly to get more information to Council before they see the CIP Project estimates.

Councilmember Zegerman asked what their ideal expenditure is on the annual capital projects. He asked if they could see what was committed in 24-25 and what the annual bucket is. He wanted to know how much additional funding was needed versus what was already possible.

Deputy Town Manager Purvis said that they have that information and will present it to them for the January Finance meeting.

Councilmember Mahaffey said that there was a spreadsheet that showed what could be funded in the CIP at each tax level, and the news is always grim. He asked if this type of planning and financial practice is looked at positively by creditors.

Mr. Jeremy Carter said that this kind of planning is looked at very highly. He said that the rating agencies and investors are looking more at long-term planning.

Mayor Gilbert thanked them for the information.

Mayor Gilbert noted that the Government Relations Strategy and Legislative Agenda Process Update would be moved to the November 12th, 2024 Regular Town Council Meeting since time was running short.

[BUDGET AND STRATEGIC PLANNING PROCESS: NEXT STEPS]

Deputy Town Manager Purvis presented the next steps and deadlines:
[SLIDE 1]



DRAFT | OCTOBER 25, 2024 TOWN COUNCIL
STRATEGIC PLANNING SESSION MINUTES

Town Manager Vosburg said that the February 13th Workshop could be more than one day, so he asked for staff to clear their calendars tentatively.

Deputy Town Manager Purvis said they are showing Council the draft budget prior to the committee recommendations this year. He said he thinks it gives them a better opportunity to evaluate.

Councilmember Gantt asked what has happened from July 1st to current.

Deputy Town Manager Purvis said normally July and August is planning on the performance side and working with departments to understand the plans and new things being put in place. He said in September and October, staff is doing a lot of work putting together CIP project plans and evaluations. He said that personnel requests are coming in and being developed through November and December, and in January this is reviewed and then getting ready for the February retreat.

Mayor Gilbert thanked everyone for all that they have done and for all of the information and how much it is appreciated.

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **5:03 p.m.**

Jacques K. Gilbert
Apex, Mayor

Allen Coleman, CMC, NCCCC
Town Clerk to the Apex Town Council

Submitted for approval by Apex Town Clerk Allen Coleman

Minutes approved on _____ of _____, 2024.

DRAFT MINUTES

TOWN OF APEX REGULAR TOWN COUNCIL MEETING TUESDAY, NOVEMBER 12, 2024 6:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, November 12th, 2024 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel. The recording of this meeting can be viewed here:

<https://www.youtube.com/watch?v=OH2-WL-2B3A>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)
Mayor Pro Tempore Ed Gray
Councilmember Audra Killingsworth
Councilmember Terry Mahaffey
Councilmember Brett Gantt
Councilmember Arno Zegerman

Town Staff

Town Manager Randy Vosburg
Deputy Town Manager Shawn Purvis
Assistant Town Manager Marty Stone
Assistant Town Manager Demetria John
Town Attorney Laurie Hohe
Town Clerk Allen Coleman
All other staff members will be identified appropriately below

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 6:00 p.m. and welcomed all who were in attendance and watching.

Mayor Gilbert then took a moment of silence for the invocation, and asked people to think about the things they are grateful for. He then led those in attendance in the Pledge of Allegiance. He acknowledged the Apex Youth Council and thanked them for being at the meeting.

[CONSENT AGENDA]

Town Clerk Coleman noted that there was a request from staff to move Consent Item 6 to New Business item 4.

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Gantt**, to approve the Consent Agenda, with Consent Item 6 moved to New Business as New Business Item 4.

VOTE: UNANIMOUS (5-0)

CN1 2025 Town Council Meeting Calendar Adoption (including Council Committees) (REF: OTHER-2024-114)

Council voted to adopt the Town Council meeting schedule for calendar year 2025.

CN2 Agreement - Installment Purchase Agreement (IPA) and Resolution - Equipment and Vehicles (REF: CONT-2024-334 AND RES-2024-055)

Council voted to approve an Installment Purchase Agreement (IPA) between PNC Bank, National Association and the Town of Apex, with an interest rate of 3.58% for a four (4) year term; and, to adopt a Resolution Authorizing the Execution and Delivery of An Installment Financing Contract to Finance the Acquisition of Certain Vehicles and Equipment.

CN3 Agreement - North Carolina Department of Transportation (NCDOT) - Municipal Reimbursement Agreement for Right-of-Way (ROW) Mowing Fiscal Year 2024-25 (REF: CONT-2024-335)

Council voted to approve a Maintenance Agreement - Mowing between North Carolina Department of Transportation (NCDOT) and the Town of Apex, effective for five (5) years from the date of full execution, for the Town of Apex to assume mowing responsibilities on the selected NCDOT roads and receive reimbursement payment from the NCDOT at the rate identified in the agreement, and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN4 Agreement - North Carolina Department of Transportation (NCDOT) Supplemental Agreement for Additional Federal Funds - Lake Pine Drive Project (REF: CONT-2024-336)

Council voted to approve a Supplemental Agreement between North Carolina Department of Transportation (NCDOT) and the Town of Apex, authorizing an additional \$341,633 in federal funds for the U-5537 Lake Pine Drive Improvements project, requiring 20% local matching funds, for final reimbursement and to close-out the project, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

CN5 Annexation No. 791 - Enderline Property - 308 Thorn Hollow Drive - 1.1018 acres (REF: RES-2024-056, RES-2024-057, AND OTHER-2024-115)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for December 10, 2024, on the Question of

Annexation - Apex Town Council's intent to annex 1.1018 acres, known as Enderline Property, located at 308 Thorn Hollow Drive, Annexation No. 791, into the Town Corporate limits.

CN6 Construction Contract Award - Landmark Structures - 1.5 MG Elevated Water Storage Tank - Pleasant Park - Budget Ordinance Amendment No. 5 - Capital Project Ordinance Amendments No. 2025-3 and No. 2025-4

Council voted to award a construction contract, in substantial form, to Landmark Structures for the construction of the Pleasant Park 1.5 MG Elevated Water Tank project, authorize the Town Attorney and Town Manager to make minor modifications to the contract not affecting the construction schedule or cost, authorize the Town Manager, or their designee, to execute the contract on behalf of the Town and approve corresponding Budget Ordinance Amendment No. 5 and Capital Project Ordinance Amendments No 2025-3 and No. 2025-4.

CN7 Council Meeting Minutes - Various

Council voted to approve, as submitted, Meeting Minutes from the following meetings:

October 8, 2024 - Regular Town Council Meeting Minutes

October 15, 2024 - Town Council Work Session Minutes

October 22, 2024 - Regular Town Council Meeting Minutes

CN8 Ordinance Amendment Chapter 20 - Traffic, Article VIII. Parking, Sub-Section 20-164(44) Olive Chapel Road No Parking (REF: ORD-2024-082)

Council voted to approve an Ordinance amending the Town's Code of Ordinances, Chapter 20, Article VIII. - Parking, Sub-Section 164 - No Parking Zones to include the addition of subsection (44) prohibiting parking on the north side of Olive Chapel Road from Homestead Park Drive to a point 300 feet west and south side of Olive Chapel Road from Brierridge Drive to a point 200 feet east.

CN9 Rezoning Case No. 24CZ14 - Broadstone PUD Amendment - Statement and Ordinance (REF: ORD-2024-083)

Council voted to approve the Statement of the Town Council and Ordinance for Rezoning Application No. 24CZ14, Angel Management, Inc, petitioner, for the property located at 0 South Hughes Street (PIN 0741557469).

CN10 Surplus Badge and Service Weapon - Retired Chief of Police Jason Armstrong

Council voted to declare one badge and service weapon (Glock Model 26, 9mm handgun, Serial Number AECP429) as surplus property, set the purchase price for \$1.00, and award these items to retired Apex Police Chief Jason Armstrong.

CN11 Tax Report - September 2024 (REF: OTHER-2024-116)

Council voted to approve the Apex Tax Report dated October 3, 2024.

CN12 Zoning Compliance Penalty Waiver - 1000 Winding Creek Road

Council voted to waive the civil penalty of \$4,450.00 issued to Mr. Andrew Prusik for violation of Sections 4.1.2 and 4.2.2 (Use Regulations) of the Town Unified Development Ordinance (UDO).

[PRESENTATIONS]

PR1 Apex Public School Foundation - Quarterly Peak S.T.A.R. Awards - 1st Quarter School Year 2024-25

Councilmember Mahaffey said that would be giving out the Peak S.T.A.R Award. He said it's a quarterly award where the Town of Apex is partnered with Apex Public School Foundation (APSF) to recognize a staff member, teacher or Administrator. He invited Barb Conroy from the Apex Public School Foundation to talk more about the foundation and the award being presented.

Ms. Conroy said that APSF supports the 19 Wake County schools with an Apex mailing address, currently 3 High School, 5 Middle Schools and 11 Elementary schools, and that would increase next year. She said the primary program, the Teacher Grant program, funds teacher proposals that promote student engagement through innovative and creative programs. She said that volunteers are currently reviewing applications from this year and will award the funds in early 2025. She said that every Tuesday the ASPF celebrates exceptional educators, Administrators, and staff members in the Apex area schools, then the honorees are eligible for the quarterly Peak Star Award. She announced Courtney Maready, a Special Education teacher at Olive Chapel Elementary School, as the Peak Star recipient. She congratulated Ms. Maready and invited her up to receive the proclamation and take pictures.

Ms. Maready thanked the Council, Mayor, and Olive Chapel Elementary Principal Erin May. She said that she has two life goals, one to leave people feeling loved and seen and the second one is to always say the hard things. She said she can't flourish without being planted in good soil, and her family and school provide that.

Principal May said that Ms. Maready is an amazing teacher and exceptional educator and she is proud to work with her. She thanked the Council for recognizing Ms. Maready.

Mayor Gilbert congratulated Ms. Maready and thanked Principal May and Ms. Conroy.

PR2 Proclamation - Small Business Saturday 2024 - November 30, 2024 (REF: PRO-2024-034)

Mayor Gilbert, along with the rest of Town Council, read the Proclamation for Small Business. He invited Colleen Merays and other members from the Economic Development team up to accept the Proclamation and take a picture.

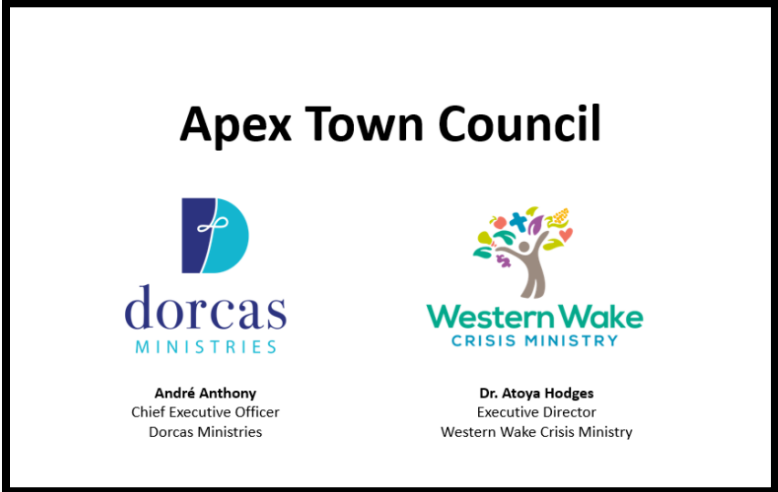
Ayesha Sanders, of the NC Readiness Hub in Downtown Apex, thanked the Mayor, Barbara Belicic, and Colleen Merays. She said she loves encouraging other small businesses. She thanked the officers for keeping them safe Downtown.

PR3 Dorcas Ministries and Western Wake Crisis Ministry Merger Update

Mayor Gilbert introduced Dr. Atoya Hodges, Executive Director, Western Wake Crisis Ministry and Andre Anthony, Chief Executive Officer, Dorcas Ministries to give a presentation.

Mr. Anthony thanked the Town Council. He spoke about the collaborative partnerships between Dorcas and Wester Way Crisis Ministry. He shared the shared mission and vision keeping people in their homes and providing food. He and Dr. Hodge gave the following presentation:

[SLIDE 1]



[SLIDE 2]



[SLIDE 3]


Similar History and Humble Beginnings



Founded in 1968 by Margaret Keller with support from local churches in response to a need in the community

Initial focus was education for low-income families


Grew to expand services including financial assistance, the Dorcas Pantry, workforce development, advocacy, Dorcas Thrift Shop



Founded in 1983 by Antoinette Clark with support from local churches in response to a need in the community

Initial focus was basic crisis assistance

Grew to expand financial services and open a food pantry




[SLIDE 4]

The Why

Combined efforts and expanded services will better serve the community!

The merger will:

- Strengthen our capacity to address the growing needs of food security, housing stabilization, workforce development and emergency assistance in the community.
- Help provide seamless delivery of enhanced services across the region and help more people in our communities.




[SLIDE 5]

Everybody Wins!

The merger provides:

- Potential to expand and enhance services with the addition of revenue source (second Thrift Shop)
- Shared infrastructure (Marketing/Communication, Philanthropy, Volunteer and Staff Management, Operations, Client Services and Advocacy), which creates an even more robust and comprehensive approach to community support while streamlining resources, ultimately contributing to a better-served community



[SLIDE 6]

Page 6 of 23

- Page 103 -

2

[SLIDE 7]

- [illegible]

Councilmember Mahaffey asked if there had been any thought about how Dorcas would be branded.

1 **Mr. Anthony** said that until this was determined that they would do business as usual.
2 He said that they have to be careful navigating the change so they do not cause confusion in
3 the community and that they would spend time thinking about this change.

4 **Mayor Gilbert** asked Mr. Anthony to highlight some of the ways that the Town of Cary
5 has partnered with Dorcas over the years.

6 **Mr. Anthony** said that Dorcas has been the Social Services Agency for the Town of
7 Cary. He said that they administer the utilities assistance program, a scholarship program the
8 with Cary Parks and Rec, and now Dorcas has recently officially partnered with Cary to be the
9 lead agency for people facing housing instability issues. He said that the capacity building
10 side is \$500,000 this year, \$550,000 next year, \$600,000 the following year, and then there is
11 another \$800,000 that was approved by Cary Town Council as a seed fund for people that
12 may need to be re-located.

13 **Mayor Gilbert** said that he would encourage everyone to visit the Thrift Store and
14 thanked them for the presentation.

15 **Mr. Anthony** said that their property has become a hub for Social Services and non-
16 profits in Cary. He said they would be looking at replicating that in Apex.

17 **Mayor Gilbert** thanked them again, and moved the meeting on to the Regular
18 Meeting Agenda.
19
20

21 **[REGULAR MEETING AGENDA]**

22 **Mayor Gilbert** set the Regular Agenda and asked if there were any recommendation
23 meeting changes at this time.

24 A **motion** was made by **Councilmember Zegerman**, seconded by Mayor Pro
25 **Councilmember Killingsworth** to approve the Regular Meeting Agenda with the addition of
26 New Business Item 4.

27 **VOTE: UNANIMOUS (5-0)**

28 **[PUBLIC FORUM]** 29 30

31 **Mayor Gilbert** opened the Public Forum and invited the first speaker up.

32 First to speak was **Dawn Cozzolino** of 3632 Bosco Road:

33 "Good evening, Town Council. So, I'm wondering why, after several meetings and
34 emails, I presented the traffic crash reports and the traffic volume data for the New Hill
35 Friendship Community, a rural community in Wake County, and nobody's reached out to me.

1 I was acknowledged for it, but nobody's reached out to me to have a conversation, and I
2 think it's really critical for safety and project Vision Zero. Can I ask that you respond to me and
3 set up a time even to meet with me to discuss? How can you, as a Council, approve
4 developments when you don't consider traffic impact studies or crashes, or when you and
5 your staff don't even visit sites, like physically go out to sites, walk the parcels? I don't know
6 how you can... I can't understand how you can run a city effectively when you look at a two-
7 dimensional map or you're at a desk. So, I want to present to you this is indicative of our
8 community. This is an English riding bridle, and you've probably seen the shows Yellowstone
9 and all the TV shows, and everybody thinks the bit, which is this metal piece here, and the
10 reins are what control a horse. Well, it's far from the truth, actually. It's not that, it is harmony,
11 it is connection, it's working with the horse. Those are the things, and that harmony is what
12 gives the skills of the rider as well as the skills to work with the horse and the horse wants to
13 work together. And what I see in what's happening with the Apex government is rather the
14 thing that everybody thinks as you pull on the reins and you control the horse like this and
15 that is the eminent domain that is going on with the Western Big Branch and Force Main in
16 our area, which is for private development, right? It's for-profit companies, and there's other
17 better ways and diverse ideas that we've provided to you in hopes that you would choose
18 those different options. They do have the same positive impact of sewer and water
19 infrastructure, they just happen to be on the south side of US Highway 1, and there's already
20 a power line under there, so it's ripe for that type of development, and I'm sure much
21 cheaper than the route you're going. So, I just want to ask that you consider that and consider
22 that not just plugging or rushing housing because we need it, but thinking through what's
23 needed, because this is how the whole city comes together. Thank you very much."

24 **Mayor Gilbert** thanked Ms. Cozzolino and called the next speaker.

25 Next speaker was **Theresa Potter** of 106 Shining Star Court:

26 "I think we can all agree that the utilities issue has become extremely frustrating. In my
27 house, I've lived in Apex for 12 years. It's my husband, myself, and my son who left for the
28 Marines in April. So, the difference between last year and this year is astounding because I no
29 longer have a teenager who leaves lights on and that kind of thing. First and foremost, any
30 and all of the staff that I've interacted with in the past in person have been great, large item
31 removal, landscape removal, one electric issue years ago, everything was great. In my case
32 with utilities. In July, we paid the June amount. In August, we paid \$300. In September, we
33 paid \$153 because it made sense, the bill came showing \$153. In October, the bill showed a
34 measurable, outrageous increase. Now, November is still almost three times more. So, mind
35 you, this is a 1400 square foot ranch, it's not a two-story house. My bill right now for two
36 months is \$671.79. When I called the Town, I left a voicemail. It cut me off at 30 seconds, so I
37 couldn't leave my name and number because I didn't know it was going to cut me off. In the
38 second voicemail, I left a message, and it took three weeks to get a call back. Then I got two
39 additional calls after that asking if I had been contacted. They told me I was going to be

1 contacted by the billing department, but that didn't happen. So, they also need a system of
2 notes where, "Hey, we contacted her already, this is where we're at, we need to follow up."
3 So, I was told that one bill was doubled, but the electricity, water, and sewer were double, but
4 the yard waste, garbage, recycling, and stormwater were not double. So, how can it be a
5 double bill and the service period of the last bill was actually off, so that makes it even more
6 suspicious. I know there are benefits of using the Town for our utilities, however, we, the
7 consumers, are captive to the town and the services you provide. That means we are also
8 captive to the customer service you are providing, and I think all of us were expecting more
9 from a town that is clearly growing that should be prepared for things like this. None of us
10 blame the staff for the cyber-attack, but we do expect the Town to have a plan in place when
11 issues arise. We expect great customer service, we expect an explanation, and the leaders'
12 ability to problem-solve, have transparency with the people, and implement a plan is the key
13 and we are lacking in some of these areas. I did see the latest video, and I think we are
14 headed in a good direction, but we need to see the results and I think maybe the third party
15 coming in to do the investigation may be what we all need because we need to see our bills
16 detailed out with an explanation of what's going on, and we need transparency from our
17 leaders. Thank you."

18 **Mayor Gilbert** thanked the speaker and called the next speaker.

19 Next speaker was **Jack Roelofs** of 1404 Grappenhall Drive:

20 "Good evening, Mr. Mayor, and esteemed Council. I'm here tonight representing
21 White Hall Manor, which is Grappenhall at the Peakway, and the recent traffic measures that
22 have been implemented there. We've had the shutdown of Peakway and the deviation of
23 traffic through Grappenhall and into Towhee I know at least two of the council members have
24 firsthand experience of what it's like right there. To give a clearer picture of what's happening
25 on the ground and where our concerns lie, I think a little bit of data would be useful here. So,
26 the closure occurred yesterday, and today between 4:40 and 5:03 p.m., we had 59 cars
27 entering the intersection of Towhee and Applethorn. For illustration, let's say this intersection
28 is where Peakway and Olive Chapel meet, but there's no door there right now, as Peakway is
29 blocked off. We have no through-traffic signs at Olive Chapel and Grappenhall, but people
30 can still go through if they consider themselves local traffic and when they get to this point
31 and they can't go any further, there is a deviation allowed to go onto Towhee, there isn't
32 much signage there, and this intersection at Towhee is where we're seeing a lot of issues.
33 Between 4:40 and 5:03 p.m., 59 cars came through there, 23 of which ran or rolled through
34 or ignored the stop sign, California stops I don't believe this is legal in North Carolina. Apex
35 PD pulled over three vehicles between 5:00 and 5:30 p.m. for running the stop sign.
36 Through-traffic is using cul-de-sacs for high-speed turnarounds, now this is a neighborhood
37 full of children. I have two kids, and there are four other members of my neighborhood that
38 are right there, here with me, we all have children there, we have high-speed turnarounds,
39 and stop signs are being ignored and this is only the first day, so there are a few things that

1 we want to be able to talk about here, one, we have a lot of instances of speeding. The speed
2 limit is 25 mph, and while there are new speed tracking signs, they are not active so they're
3 decorative only at this point, so we would like to see some more of that. We do have the
4 speed bumps that were newly installed, and we definitely appreciate that a lot, however, that
5 is doing limited good for being able to legitimately slow down this traffic. The impact should
6 be pretty obvious, right now this is just the second day and now is when habits are going to
7 be created for those using this as a throughway. So right now we have the opportunity to do
8 something about this, I definitely appreciate the police officers that were there and made the
9 pullovers, but just with this small snapshot of data we can see that this is not going to be
10 sufficient, so we do have a couple of suggestions but overall the impact that we're trying to
11 avoid here is we don't want to see any injuries, definitely don't want to see any fatalities, so in
12 line with your Vision Zero, we would like to see a couple things changed up here. I'd like to
13 see new locations for the no through traffic, I think having that at the intersection of Peakway
14 and Towhee would be pretty useful and make sure that is just local traffic only, because it is
15 easy to lose sight of it when you're coming through Olive Chapel and Grappenhall, and now
16 you find that you have a choice here, you're going to probably be irritated, frustrated this is a
17 new traffic pattern and now you're going to take it out on roads that you don't know and
18 people that you are not friendly with, you don't live there. So, we've got a little bit of an issue
19 there. So, changing the no through traffic sign, potentially Towhee and Peakway, Dogwood
20 Drive, Brian Drive and to try to force more traffic to the 55 detour sooner. Potentially another
21 recommendation is to close or add speed bumps on Towhee itself, since that seems to be
22 the intersection that is proving to be more problematic at this point. Granted our data sample
23 is relatively small and constrained but rest assured that the neighborhood will gather more
24 and more data, I have absolutely no doubt. Another suggestion here is to lower the speed
25 limit in Whitehall Manor from 25 to 15, I think all the residents in there would be perfectly fine
26 with getting where they're going a little bit slower in exchange for that. Another one, we
27 request an immediate traffic survey, there were traffic surveys done to be able to prep that
28 but now we have a different situation, and it would be useful to have formalized data rather
29 than just the anecdotal and crowdsourced, as useful as that may be, I know having the
30 legitimate tooling is probably going to be useful here. Finally here, the last one that we had
31 listed was, for the street or stop signs what would be really nice is to have the markings on
32 the ground as well those wide bold white lines that give you an indication on the ground in
33 case you're not paying too much of attention to the octagons and red, and again this is to try
34 and keep in line with the Vision Zero, now we definitely appreciate any help you can give
35 here and we will be in constant communication and hopefully, and very positive
36 communication to be able to make this work as best as possible. I'm here for any questions
37 over for any comments from my team no question comments from my team."

38 **Mayor Gilbert** thanked Mr. Roelofs and called the next speaker.

39 Next to speak was **Elizabeth Stitt** of 3113 Friendship Road:

1 "Mayor, Town Council, good evening, on your agenda tonight is a discussion about
2 the Town's Legislative Agenda, so I thought I would share my and my neighbor's legislative
3 agenda so we can keep it all in one evening. We are organizing and going to be seeking
4 additional rights for properties in the ETJ and in the Wake County areas because we have not
5 been able to make progress with Apex and in my conversation with other communities who
6 are around fast growing towns they share similar concerns, so I'm very encouraged just as the
7 State Legislature puts the breaks on putting sprinkler systems in new homes that was being
8 proposed here that we can put some breaks on what's happening in Apex as well. So I'll give
9 you some examples, so the sewer map that stayed up on the website for a very long time
10 always showed the force main on the south side of US-1, so we invested in our properties and
11 then we're blindsided by the force main being moved to the north side so we're going to ask
12 that the maps have to be required to be updated and if there is a change to those maps there
13 has to be a waiting period because we as property owners should not invest our money if we
14 know it's going to be torn down. The same is for the water map, if you ask for it, is not posted
15 on your website so I had to ask for a copy the water map the water map has not been
16 updated in 10 years so right now it is showing water lines going down the same path as the
17 Force Main and so again, you know it's 10 years old, if you can't update the maps for people
18 to know how to invest in their properties then you shouldn't be allowed to do certain
19 projects. When it came time to do the field work around the force main the Town tried to
20 bring drilling rigs into my wet waterers, my flood plain, and that was a violation of State Law.
21 Nobody was looking out for us, so I had to be the one to raise my hand and have them stop.
22 We asked the town for the 401 and 404 permits for the force main, didn't get it, but I got a
23 postcard from the US Corps of Army Engineers letting me know that guess what, that permit
24 been submitted, so I read it and in the permit it said the Town was going to use blasting
25 around our properties, but that is not what the Town staff had told us, so then I had to reach
26 out to the Town staff, they did get the permit corrected, but if I had not looked out for that it
27 would have gone through and then you could have actually blasted on our properties when it
28 was not appropriate, you would have just said oh it was in the permit we could do that, that's
29 what the contractors would do in that circumstance. So, we also want we also as a community
30 want a group meeting and we're going to ask State Legislature to require towns to meet with
31 the community and not just blow us off. Thank you."

32 **Mayor Gilbert** thanked the speaker and called the next speaker.

33 Next speaker was **Beth Bland** of 3724 Friendship Road:

34 "First, I have three things I don't know if I'll get to them all but I'm going to try and do
35 them in order. The first thing Tom and I want to thank Mayor Gilbert for coming out to our
36 property, finally someone from the Town Council, Mayor showed up so that they could
37 understand our concerns about what's going on and what's going to happen to us with the
38 Big Branch force main. It belongs on the south side of US-1 and Tom and I are still advocating
39 to move it to the South side so I'm going to keep showing up, it needs to happen. Second

1 item very quickly my father lives in downtown Apex he's on Westmore Street he's 93 and a
2 half years old, he lives independently, he can take care of himself, my mother passed a year
3 ago I have very I guess age related genes as far as they lived a long time, but he was affected
4 by the utility bills also he managed it himself, he did go down to Town Hall, found it very
5 difficult to have a conversation through the glass. The people behind him made him
6 uncomfortable that he was holding them up to have the conversation he needed to have so
7 he cut it short he really didn't get the answers he needed and it's just unfortunate that this
8 situation has been so difficult to manage. So, Mr. Vosburg, I hope you can get to a solution
9 soon and as we've heard earlier there's a lot of people I've read a lot on Nextdoor very
10 unhappy with what's going on. Last, it's interesting to me and many others why there is not
11 more Community engagement at the Town Council meetings. It's also interesting how
12 Friendship and the New Hill communities are being impacted by the growth of Apex and we
13 feel more Community engagement is needed. So, we're going to start a dinner club on the
14 nights when the Town Council isn't meeting on Tuesday nights, so our first we're going to
15 hold next Tuesday November 19th at 6 o'clock at JNS pizza and we'd like to extend an
16 invitation to the Town Council and anyone else in this room and in the community to join us
17 and let's figure out some things and what is a better way to have a conversation than over
18 dinner. So, thank you."

19 **Mayor Gilbert** thanked the speaker and invited the next speaker.

20 Next to speak was **Matt Speerschneider** at 109 Kylesku Court:

21 "It's kind of spontaneous tonight but I'm on the utility bill bandwagon, also full
22 disclosure, I'm kind of relaying this this information, my fiancé pays all the bills, but she's not
23 really happy right now to say the least. So yeah, our bill has, she knows the numbers, she's on
24 it it's been pretty consistently too. It was \$224.00 the previous cycle, \$216.00 before that, this
25 month it was \$471.00. I'm an electrical engineer by trade and I can't envision any type of
26 scenario, the amount of electrons are flowing through my household, especially given that
27 I'm usually only there during the week we're fortunate enough to have a place at the beach
28 she's been out there, so I can't imagine how that this is doubled, more than doubled. So, we
29 can afford to pay the bill but at the same time I think we're, you know fortunate, I get that, but
30 hearing some of the other people, sounds like there's a problem. You don't have this many
31 people come and bring to your attention whatever that is, someone mentioned cyberattack
32 or something I don't know what the issue is but something's going on it doesn't make sense
33 and I would appreciate if somebody could follow up with me get back to me with some
34 detailed explanation of the bill yeah I left my phone number and I can leave my email."

35 **Mayor Gilbert** said that he would have staff get his contact information and follow up.

36 **Mr. Speerschneider** said thank you.

Mayor Gilbert called the next speaker.

Next speaker was **Alexis Kennedy** of 106 Buckhaven Court:

"Good evening council members today I thought I was going to continue my discussion on apartheid I wanted to talk about the new law that had passed last week in Israel our supposed Ally and democracy in the Middle East, which were with an overwhelmingly voted that children under the age of 14 can now be sent directly to prison and no longer need to be held in juvenile Penitentiary. Instead, I want to focus on one child, Hind Rajab, she was 6 years old and died many months ago. She broke the heart of the world with her cries for help to the Red Crescent on her cousin's low battery cell phone. She was the only remaining survivor in a trapped car with her dead relatives. The ambulance was given clearance to rescue her by the Israeli government which never arrived and was found a week later charred with two men's bodies no longer recognizable. Today a report was released by the Forensic Architect. Forensic Architect is a multi-disciplinary research group based out of the University of London that utilizes architectural techniques and technologies to investigate cases of State violence and violation of Human Rights around the world. The group is led by, I hope I pronounce it correctly, Yal Weisman who is actually an Israeli British Citizen, and it was his team that found 335 bullets were fired into the car that six-year-old Hind was in along with her six relatives, the investigation also found that the Israeli military had a clear view of the vehicle and could have seen the children that were trapped inside. Heyen was trapped in the car surrounded by her slain family for hours while the Red Crescent paramedics tried to reach her and when the ambulance arrived it also was fired upon, killing the paramedics attempting to rescue a dying child. I thought that since it's not being reported in the western news, I would inform my community where their \$20 billion this year alone was being sent and I thought to myself where could have this \$20 billion gone for Americans where 60% of Americans live paycheck to paycheck, 40% of Americans only control 2.5% of America's wealth and we are supplying \$20 billion to a country that has free health care, free education, and supplemented housing grants. Thank you."

Mayor Gilbert thanked the speaker and invited the next speaker.

Next speaker was **Mary Lee Behar** of 1206 Applethorn Drive"

"I'm in White Hall Manor the community that was talked about earlier today with the road traffic deviations. I'm here with my two boys today and well, before I go on, I'll say good evening Mr. Mayor and good evening, Town Council. Thank you for all that you do for our Town I am here with my two boys and I want to reiterate some of the concerns mentioned by my neighbor. I stand Here representing myself and many neighbors who could not be here today who are very understandably angry about what's going on and concerned about safety in our neighborhood with the increased traffic. We acknowledge that the town has put in many safety measures, and we appreciate the forethought that went into that however I don't

1 think it's enough. I would say maybe every other house in our neighborhood has school aged
2 children or younger including, like newborns, toddlers and you can talk to your kids about
3 being careful but their kids they're going to play they're going to throw balls and ride bikes
4 and it's just not enough, so I don't know. I would like to see some of the things that John
5 mentioned earlier put into place like, no through traffic, maybe another stop sign or more
6 crosswalks, more police activity and presence in the area and I think I would also be in favor
7 of a 15-mph zone. I was thinking that if more neighbors and police start driving through the
8 area at 15 mph hour maybe people will get discouraged from using that as a quick cut
9 through and I think my son has something to say.

10 **Her son continued:** 'So, I was going down a cul-de-sac and I was coming out and
11 then I saw a car coming like right in front of me and I was trying to brake and that car also
12 braked and if the car didn't brake then I might have crashed because I was going but my
13 brakes didn't work because they stopped the wheels but the bike just kept going and I was
14 with my friends and one of the other ones also nearly crashed.'

15 **Ms. Behar continued:** "That was just in the first day, the kids are coming out of cul-de-
16 sacs and it's dangerous. Thank you."

17 **Mayor Gilbert** thanked the speaker and all that was present to speak. He closed the
18 Public Forum and moved to New Business.

19 **[NEW BUSINESS]**

20 **NB1 Development and Investment Grant Program Revisions (REF: PLCY-2024-013)**

21 Proposed Action: Discuss recommendations for revisions to the current Development and
22 Investment Grant Policy, provide direction to staff as appropriate, and consider a possible
23 motion to adopt the revised policy.

24 **Joanna Helms**, Director, Economic Development Department presented information
25 about the Development and Investment Grant Program Revisions. She said that the Town
26 adopted the first ever Development and Investment Grant policy, known as an incentive
27 policy in 2016. She said the grant encourages location retention, expansion of business and
28 industry by creating jobs and investment in the community. She explained the process to
29 access the grant and that currently there are businesses that have been able to take
30 advantage of this grant. She said that the Economic Development Committee has asked staff
31 to revise the current policy by possibly adding a gradual incentive percentage and
32 expanding it from three to five years. She said that they would like to be more aligned with
33 their partners and more competitive. She said that they are proposing some minor changes
34 in the language of eligibility and that there would be more performance measures in the
35 development agreement, increasing to extend to 5 years at the 90% level and gradually
36 declining over years 2, 3, 4 and 5. She said that there some scenarios comparing the

1 investment levels with sliding scales down 90%. She said that she would be glad to answer
2 any questions.

3 **Mayor Gilbert** said that as the Chair of the Economic Development Committee this is
4 accurate, and it is supported. He asked if Council Members would like to speak.

5 **Councilmember Zegerman** said that he agreed to align Apex with other Counties to
6 attract businesses.

7 **Director Helms** said that this is a grant that is "after the fact", the business is
8 established and they then get the tax percentage back, so that there is not out of pocket
9 expenses to the Town.

10 **Councilmember Gantt** asked if there was feedback from businesses, or were the
11 changes initiated by the Board.

12 **Councilmember Zegerman** said that there was no feedback but with the policy being
13 8 years old, it was time for an update.

14 **Councilmember Mahaffey** asked if this aligns Apex with the County's policy.

15 **Director Helms** said that it was similar to Wake County and Chatham County, they are
16 all a 5-year policy.

17 **Councilmember Zegerman** said that the difference is in percentages.

18 **Director Helms** said that is correct and, in both cases, it is a sliding scale downward.

19 **Councilmember Zegerman** said that the current scale wasn't favorable compared to
20 the 3-year 90% each year policy.

21 **Councilmember Mahaffey** asked if there are statutory restrictions on what this policy
22 could be.

23 **Deputy Town Attorney Meyer** said that it is Apex's policy, so it's not limited. He said
24 the only issue would be if it was favorable to one business over another, or other things like
25 that.

26 **Councilmember Killingsworth** asked if these can be stacked with County and
27 municipality policies by businesses coming in.

28 **Ms. Helms** said yes, they could be and that Wake County's policy requires a local
29 match.

30 **Mayor Gilbert** asked Ms. Helms if she feels like this is where this needs to be.

31 **Director Helms** said that she did.

32 **Mayor Pro Tempore Gray** asked if businesses had done an application under the
33 current business would this bring in more businesses.

34 **Director Helms** said that there is an increase in projects looking into this market and
35 we want to make sure that we are competitive with other Counties in this market.

36
37 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember**
38 **Killingsworth** to approve Development and Investment Grant Program Revisions.

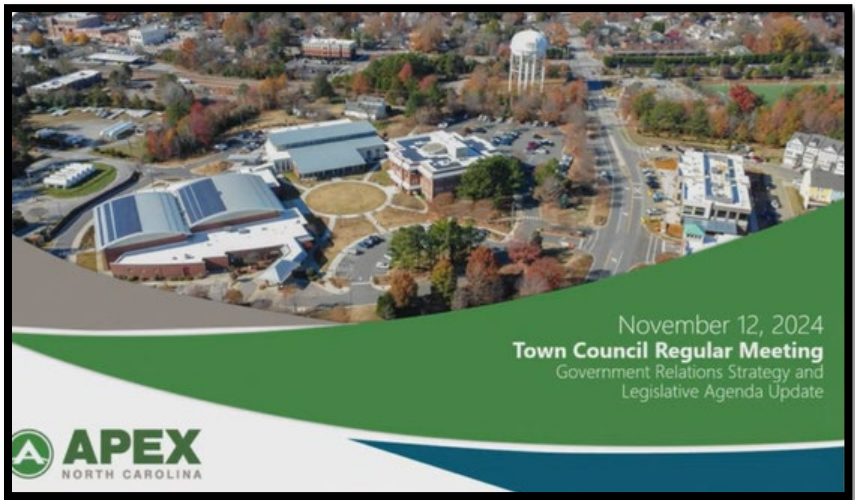
39 **VOTE: UNANIMOUS (5-0)**

NB2 Government Relations Strategy and Legislative Agenda Process Update

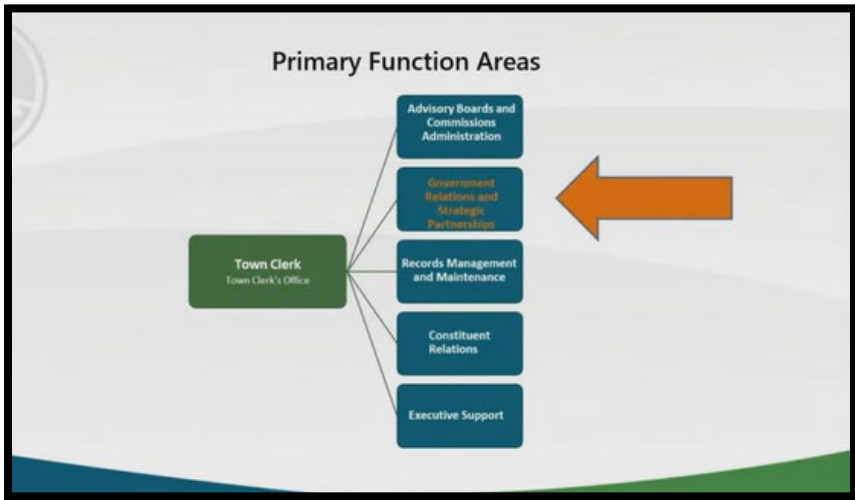
(continued from Town Council Strategic Planning Session on October 25, 2024)

Proposed Action: Receive as information an update on the Town’s Government Relations Strategy and upcoming Legislative Agenda Process, and provide direction as appropriate..

Town Clerk Allen Coleman gave the following presentation:
[SLIDE 1]



[SLIDE 2]



1 [SLIDE 3]



2
3 [SLIDE 4]



4
5 [SLIDE 5]



6

1 **[SLIDE 6]**



2
3 **[SLIDE 7]**



4
5 **Town Clerk Coleman** asked if there were any questions.
6 **Mayor Gilbert** thanked Town Clerk Coleman and asked if Council had any questions.
7 **Councilmember Zegerman** asked if there was a schedule to share to be able to meet
8 some of these objectives, and to stay ahead of the General Assembly.
9 **Town Clerk Coleman** said that the Council retreat is in February and the goal is to
10 survey staff and have prioritization done in December and January and then prep for the
11 February Retreat for Council's prioritization, with having it adopted in February or first of
12 March.
13 **Mayor Pro Tempore Gray** said that this is a great step and answer the "why". He said
14 that the Council had identified that there were opportunities that were going to neighboring
15 municipalities that Apex wasn't getting. He said that they wanted to create a legislative
16 framework, so this is a part of a larger strategy. He said that the best thing is to be prepared
17 and that is what this plan is going to do. He said he looked forward to being able to continue
18 working on this. He thanked Town Clerk Coleman for the work that he had put into this.

1 **Councilmember Killingsworth** said that this FTE can help with coordination among
2 state and federal representatives of Apex. She said having people in place to have things
3 ready is wonderful and expressed her appreciation for the currently underway.

4
5 **Mayor Gilbert** announced a ten (10) min recess at **7:22 p.m.**

6 **Mayor Gilbert** reconvened the meeting at **7:33 p.m.**
7

8 **NB3 Rosenwald School Project Overview**

9 Proposed Action: Receive as information an update on the Rosenwald School Project in
10 Apex.

11 **Mayor Gilbert** invited up Jeff Hastings, President, Apex Historical Society to give an
12 overview of the Rosenwald School Project.

13 **Councilmember Mahaffey** said that in the past year and a half he has worked with
14 some of the community members and staff to identify ways to preserve the Apex
15 Community's Rosenwald School on Humie Olive Road. He introduced Jeff Hastings. He is
16 hoping that everyone is supportive.

17 **Mr. Hastings** said that he is bringing a unique opportunity to the Council. He spoke
18 on the three Boards that he is on. He said that it is because of Councilmember Mahaffey that
19 they are at this meeting. He said about a year ago he was contacted about possibly saving
20 the Rosenwald School. He said that they looked at several options for the potential of the
21 building to see what could be done to save this property. He said the Rosenwald School was
22 built as part of a project in the early 1900's to address under-funding of African-American
23 schools in the South. He said that after the Supreme Court ruling in 1954, *Brown vs. Board of*
24 *Education*, which declared school segregation unconstitutional, these buildings were
25 frequently abandoned and dismantled. He said that they would like to try to add this to the
26 list with the State Historic Preservation office. He asked Larry Harris to share more from the
27 educational standpoint.

28 **Mr. Harris** said that he was a product of the Rosenwald School in Friendship. He gave
29 history on the Rosenwald School. He said that this building is deteriorating, so action is
30 needed soon to save it. He said that the Rosenwald School was an incubator for the HBCUs,
31 and this was a large contributor to a vibrant Black middle class. He said that he is claiming
32 that this is going to get done, and it will make the town proud. He said that he is an advocate
33 for getting this preserved. He said that his mother wanted him to go to school, so she worked
34 as an assistant teacher there for him to be able to go to Rosenwald. He thanked the Council
35 for their help and support.

36 **Mr. Hastings** said that now the Apex Historical Society has agreed to help with this.
37 He said they have been in discussion with Greater Christian Chapel Church about potentially
38 relocating the building to their property. He said that they wouldn't want to move the
39 building to their property and just walk away, so they are analyzing options for continued
40 support. He said saving the building could help make it a cornerstone of the community. He
41 said that the Panther Branch Rosenwald School was saved by a similar project in 2013. He
42 said that the owner of the building is willing to donate the building, and it would come under

1 a Capital Preservation Easement to protect the building, then they would find a host that has
2 the building and then work on maintaining the building. He said that they are trying to find
3 State and Federal funding. He said that they would come back to the Council to report on
4 what it will entail on saving the building. He said he was passion about saving this building.
5 He passed out information on what the Panther Branch school is today.

6 **Mayor Gilbert** thanked them for being at the meeting and sharing this information.
7 He asked Councilmember Mahaffey if he had any closing remarks.

8 **Councilmember Mahaffey** said that the vision is to preserve this historic structure to
9 have it act as a centerpiece for the Friendship Community and highlight it as such a rich part
10 of history. He said that this is what building a community looks like. He said the vision is to
11 have this as a Community Center and the role of Apex is to provide the gap funding and work
12 to secure money for these projects.

13 **Mayor Gilbert** said the project has his full support, and wanted to see it get done.

14 **Councilmember Gantt** wondered if moving it to a park would be a negative thing,
15 since he said at a park the community could use it. He said that potentially it may not be
16 available for the public, despite public money being used to restore it. He asked if there was
17 a goal of public use.

18 **Councilmember Mahaffey** said the overall goal is for that to be the case. He said that
19 public use doesn't mean publicly owned, it could be a space for rental or for education. He
20 said that having the government own a historic asset doesn't always lead to the best results.

21 **Councilmember Gantt** said that he would hope the investment would be
22 commiserate of the public good, and not just preservation. He said preserving this is worth
23 some amount of money, and a bigger investment implies that people get to use it.

24 **Councilmember Mahaffey** said that they were not asking for funding at this time but
25 he envisioned getting \$100,000.00 that is dedicated to the Town for the use of Historical
26 Preservation, and that the idea is that money would be used to facilitate the transfer and
27 stabilization of the project. He said he thinks at that point there would be a lot more funding
28 sources available for the restoration of the property.

29 **Mr. Hastings** said that Panther Branch is used daily for after-school care for those who
30 may not be able to afford other after-school care. He said that if it is not a corporately or
31 publicly owned building then there is not so much red tape. He said that working with a
32 Church or other organization would be a best-case scenario so that the community can help
33 with it and maintain.

34 **Councilmember Gantt** asked if that was something that was written into the contract
35 for the Panther Branch building.

36 **Mr. Hastings** said no, it was only written that it was brought back to the condition
37 when it was a school.

38 **Councilmember Gantt** said when looking at other Counties that have done this type
39 of project that had some involvement. He asked if the County had been brought into
40 discussions.

1 **Councilmember Mahaffey** said that there had been discussions with the County and
2 Commissioners, and they were on board. He said there is not a final plan. He said they were
3 trying to avoid the building continuing to deteriorate.

4 **Mayor Gilbert** said that if the County did not want to participate, it not to be the
5 reason that this does not be done.

6 **Councilmember Gantt** said that he brought this up because this seems to have been
7 protocol in other examples

8 **Mr. Hastings** said that they are trying to get ahead of a case where the property gets
9 purchased and development wants to come in.

10 **Councilmember Gantt** said that he just wanted to make sure that Apex is a good
11 steward of the money.

12 **Councilmember Mahaffey** reminded Council that they have been give \$100,000
13 which must be used for historic preservation.

14 **Councilmember Zegerman** said that Friendship Community has a deep history. He
15 said that he is in support of this project.

16 **Mayor Gilbert** thanked Mr. Hastings, Mr. Harris, and the Branch family for sharing this
17 information and attending.

18
19 **NB4 Construction Contract Award - Landmark Structures - 1.5 MG Elevated Water**
20 **Storage Tank - Pleasant Park - Budget Ordinance Amendment No. 5 - Capital**
21 **Project Ordinance Amendments No. 2025-3 and No. 2025-4 (REF: CONT-2024-**
22 **337, ORD-2024-085, AND ORD-2024-086)**
23

24 **Councilmember Mahaffey** noted that this item was on the Consent Agenda originally
25 as CN6, but was removed, and the motion would be modified not to include the Budget
26 Amendment.

27 A motion by **Councilmember Mahaffey**, seconded by **Councilmember**
28 **Killingsworth** to award a construction contract, in substantial form, to Landmark Structures
29 for the construction of the Pleasant Park 1.5 MG Elevated Water Tank project, authorize the
30 Town Attorney and Town Manager to make minor modifications to the contract not affecting
31 the construction schedule or cost, authorize the Town Manager, or their designee, to execute
32 the contract on behalf of the Town and approve corresponding Capital Project Ordinance
33 Amendments No. 2025-3 and No. 2025-4.

34 **VOTE: UNANIMOUS (5-0)**

35 **[UPDATES BY TOWN MANAGER]**
36

37 **Town Manager Vosburg** thanked the residents that came forward from Whitehall
38 Manor. He said that he wanted to assure the residents that the town engaged and
39 monitoring, and as was mentioned the Apex PD is present. He said that they are looking at

signage, monitoring data on speed, and possibly putting speed bumps. He said that they are also hopeful that people using this route will taper off, it may not fix the problem, but hopefully it will help. He said that they are looking for best practices and what they can do legally. He said that the next update is that there was a video that went out today on social media regarding utility billing. He said that they do not have a contract, but they have officially identified the firm Barry Dunn, McNeil, and Parker to do the billing audit. He said that they anticipate having the contract signed soon for the 3rd party review related to the Utility billing. He said that the search for the Police Department Chief is underway. He said that there will be an Open House in the Senior Center on November 19th at 5:30pm for the finalists to speak with the residents. He said due to the Holidays, residents are inquiring about the Trash, Recycling and Yard Waste schedule. He said that trash and recycling are scheduled as as usually scheduled. He said that the Yard Waste schedule will be as normal as possible, but he said that there will be some that carry over to the following week. He said the Apex Service Day will be November 22nd. He said that this will be Staff focused. He said it will be at the Dorcas thrift store, and invited staff to join.

[CLOSED SESSION]

A **motion** was made by **Mayor Pro Tempore Gray** and seconded by **Councilmember Gantt** to enter into close session pursuant to **NCGS §143-318.11(a)(4)**.

VOTE: UNANIMOUS (5-0)

Council entered into closed session at **8:10 p.m.**

CS1 Joanna Helms, Director, Economic Development

NCGS §143-318.11(a)(4):

"To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment."

Council returned to open session at **8:28 p.m.**

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **8:28 p.m.**

Jacques K. Gilbert
Mayor

Allen Coleman, CMC, NCCCC
Town Clerk to the Apex Town Council

Submitted for approval by Town Clerk Allen Coleman and approved on _____.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Russell Dalton, Traffic Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve an Ordinance amending Chapter 20 - Traffic, Article V. Traffic Control Devices, Sub-Section 20-60.1 Traffic Schedule III, Parking Time Limits, of the Town of Apex Code of Ordinances, effective January 2, 2025.

Approval Recommended?

Yes

Item Details

The list and map of limited time parking zones (identified as Traffic Schedule III: Parking Time Limits) is proposed for an update to include:

- 9th parking space from Seaboard Street on east side of The Depot parking lot: Remove the 15-minute all days/times restriction in order to designate it as an ADA-accessible parking space with no time restrictions. This provides an additional ADA-accessible parking space for a total of two (2) in that lot, and it is already constructed to meet ADA compliance.
- 8th parking space from Seaboard Street on east side of The Depot parking lot: Designate as a 15-minute all days/times parking space, replacing the previously adopted designation as 2-Hour, 9am-5pm Mon-Fri. This replaces the aforementioned 15-minute parking space since it is the only 15-minute parking space designated in The Depot parking lot.
- Additionally, staff propose to update the Traffic Schedule III Map by relocating the two (2) 15-minute all days/times parking spaces on Seaboard St further south to match the previously adopted text description of their location for consistency.

In order to allow time for signs to be printed and installed, and for the community to prepare for the changes, this Ordinance will go into effect January 2, 2025.

Attachments

- CN6-A1: Traffic Schedule III Map with Proposed Amendments
- CN6-A2: Ordinance Amending Chapter 20 - Traffic, Article V. Traffic Control Devices - Traffic Schedule III
- CN6-A3: Traffic Schedule III List of Amendments

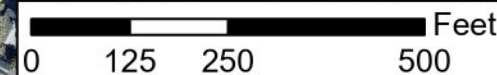


Traffic Schedule III Parking Time Limits

12/10/24 Proposed Amendments:
Changes noted in red text call-outs
(see next page for more detail)

Shift the 15-minute all days/times space in The Depot Lot from the 9th space north of Seaboard Street to the 8th space north of Seaboard Street in order to convert the 9th space to ADA-accessible space with no time restriction. New 15-minute all days/times space replaces previous 2-hr 9am-5pm M-F designation.

Update the Traffic Schedule III Map to match the adopted description of the 15-minute all days/times spaces in the Seaboard Lot.



Parking Time Limits

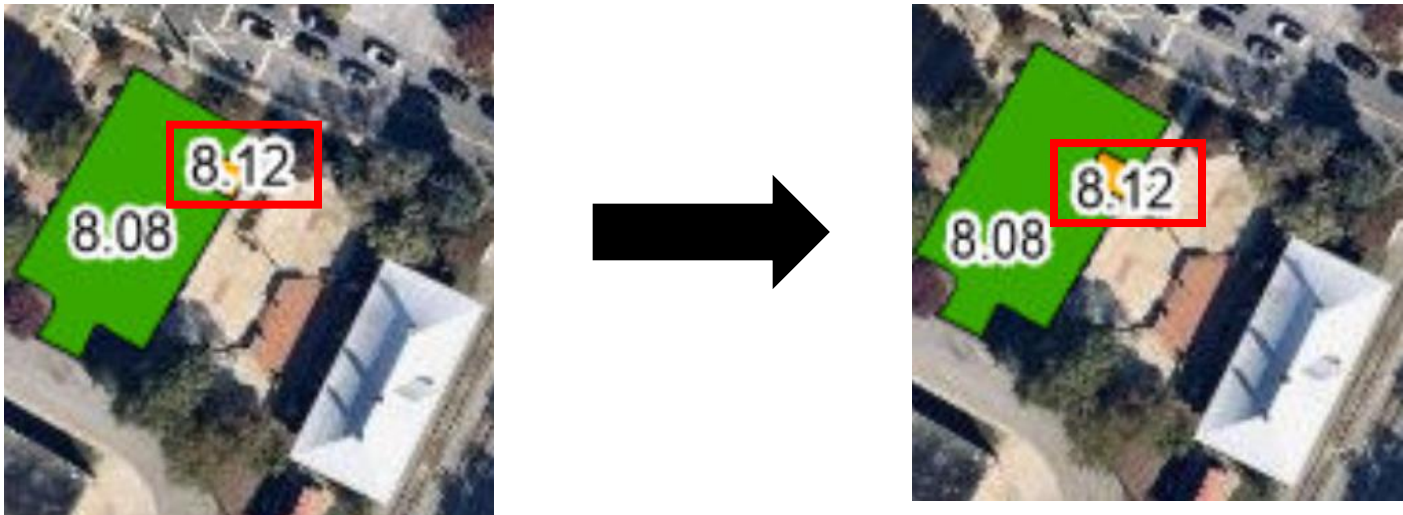
- 15-Minute Time Restriction All Days and Times
- 15-Minute Time Restriction (Loading) 6am-5pm Mon-Fri
- 30-Minute Time Restriction 9am-5pm Mon-Fri
- 2-Hour Time Restriction 9am-5pm Mon-Fri
- 3-Hour Time Restriction 9am-5pm Mon-Fri



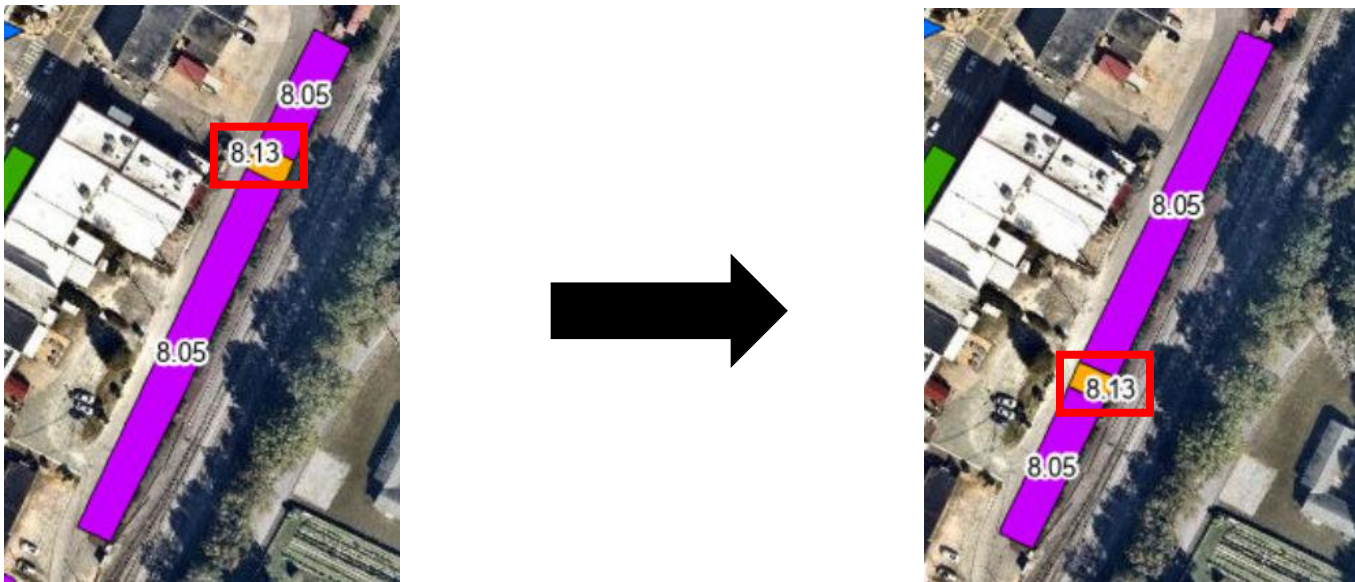
December 2024

Proposed Changes to Traffic Schedule III

Shift the 15-minute all days/times space in The Depot Lot from the 9th space north of Seaboard Street to the 8th space north of Seaboard Street in order to convert the 9th space to ADA-accessible space with no time restriction. New 15-minute all days/times space replaces previous 2-hr 9am-5pm M-F designation.



Update the Traffic Schedule III Map to match the adopted description of the 15-minute all days/times spaces in the Seaboard Lot.



TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING TRAFFIC SCHEDULE III OF THE APEX TOWN CODE OF ORDINANCES

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Apex as follows:

- Section 1.** In accordance with the provisions of Section 20-60.1 and Section 20-167(a) of the Town of Apex Code of Ordinances, the parking zones named in the attached Amendment to Traffic Schedule III: Parking Time Limits shall be designated for limited time parking when properly marked with a regulation parking sign, or removed from the list of limited time parking zones if so indicated, and the Traffic Schedule III: Parking Time Limits retained on file in the Town Clerk's office shall be amended as described on the attached Amendment to Traffic Schedule III: Parking Time Limits.
- Section 2.** The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.
- Section 3.** It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.
- Section 4.** **Severability, Conflict of Laws.** If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
- Section 5.** **Effective Date.** This ordinance becomes effective January 2, 2025.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2024.

TOWN OF APEX, NORTH CAROLINA

Jacques K. Gilbert
Mayor

TOWN OF APEX, NORTH CAROLINA
ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING TRAFFIC SCHEDULE III OF THE APEX TOWN CODE OF
ORDINANCES**

CONTINUED

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Amendment to Traffic Schedule III: Parking Time Limits.

In accordance with the provisions of Section 20-60.1 and Section 20-167(a), the following parking zones shall no longer be designated as limited time parking zones and the existing limited time parking sign(s) will be removed:

Map ID	Street / Lot	From	To	Side	Number of Spaces	Current Time Limit	Proposed Time Limit
8.12 (current)	Depot Lot	9th space from Seaboard Street on east side of lot	9th space from Seaboard Street on east side of lot	East	1	15-Minute Time Restriction All Days and Times	None (to be designated as an ADA-accessible space)

In accordance with the provisions of Section 20-60.1 and Section 20-167(a), the following parking zones shall be designated as limited time parking zones as described below and when properly marked with a regulation parking sign:

Map ID	Street / Lot	From	To	Side	Number of Spaces	Current Time Limit	Proposed Time Limit
8.12 (proposed)	Depot Lot	8th space from Seaboard Street on east side of lot	8th space from Seaboard Street on east side of lot	East	1	2-Hour Time Restriction 9am-5pm Mon-Fri No overnight parking of RVs, trailers, or boats from 11pm - 6am	15-Minute Time Restriction All Days and Times

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Erika Sacco, Director

Department(s): Information Technology

Requested Motion

Motion to approve a policy titled "Policy Prohibiting Viewing of Pornography on Town Networks and Devices" effective January 1, 2025 to comply with North Carolina State Law.

Approval Recommended?

Yes

Item Details

The North Carolina General Assembly passed Session Law 2024-26, effective October 1, 2024, creating N.C.G.S. §143-805. This new statute requires that public agencies, including municipalities, take affirmative action to adopt a policy prohibiting the viewing or accessing of pornography on Town networks and devices no later than January 1, 2025. Current Town policies likely encompass such a prohibition but this policy is presented to Council to ensure clear compliance with the Session Law.

The policy provides specific prohibitions as to what can be viewed on town devices and networks and applies to Town employees, Councilmembers, and appointees. As required by statute, it also addresses reporting requirements and discipline for violation of the policy. There are various exceptions allowed by statute for certain uses, such as criminal investigation and cybersecurity. This policy does not replace current IT Policy Procedures, it is in addition to those policies.

Attachments

- CN7-A1: Policy Prohibiting Viewing of Pornography on Town Networks and Devices.



Town of Apex

Policy Prohibiting Viewing of Pornography on Town Networks and Devices

December 10, 2024

BE IT RESOLVED by the Town Council of the Town of Apex that the following policies apply to the use of Town devices and Town networks.

I. PURPOSE

Session Law 2024-26, effective October 1, 2024, mandated that each public agency take affirmative action to adopt a policy prohibiting the viewing or accessing of pornography on Town networks and devices no later than January 1, 2025. This policy is adopted in satisfaction of this statutory requirement.

II. DEFINITIONS

- (1) Device – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.
- (2) Material – As defined in G.S. 14-190.13.
- (3) Network – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:
 - a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.
 - b. Internet service.
 - c. Internet access.
- (4) Pornography – Any material depicting sexual activity.
- (5) Sexual activity – As defined in G.S. 14-190.13.

III. PROHIBITED USE OF TOWN NETWORK AND TOWN DEVICES

- 1. Notwithstanding N.C.G.S. 14-456 and N.C.G.S. 14-456.1, no employee, elected official, or appointee of the Town of Apex shall view pornography on any device owned, leased, maintained, or otherwise controlled by the Town.

2. Notwithstanding N.C.G.S 14-456 and N.C.G.S. 14-456.1, no employee of the Town shall view pornography on any network owned, leased, maintained, or otherwise controlled by the Town, whether on a device controlled by the Town or on a privately owned, leased, maintained, or otherwise controlled device.

IV. EXCEPTION

Paragraphs 1 and 2 of Section III of this policy shall not apply to an employee or official that, in the course of that official's or employee's required job duties, is engaged in any of the following activities:

- (a) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
- (b) Identifying potential security or cybersecurity threats.
- (c) Protecting human life.
- (d) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
- (e) Participating in judicial or quasi-judicial proceedings.
- (f) Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.
- (g) Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.

This Policy shall not apply to the user of an authorized account paying for use of communications services under Article 16A of Chapter 160A of the N.C. General Statutes, including those communications services exempted under N.C.G.S. 160A-340.2(b) or (c).

V. REPORTING

1. Annually, no later than August 1 and in the format required by the State Chief Information Officer, the Information Technology Director or designee, shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on the Town's network; whether the unauthorized viewing was by an employee, elected official, or appointee; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained or otherwise controlled by the Town.
2. Any employee of the Town who becomes aware of a violation of any provision of this policy shall report the violation to either the Human Resources Director or the Town Manager. If the violation was by an appointee of the Town Council, the Town Manager shall report the violation to the Town Council.

VI. VIOLATION OF POLICY

1. Any employee of the Town who violates any provision of this policy shall be subject to disciplinary action under Section 7 of Article IX of the Town's personnel policy.
2. Any appointee of the Town who violates any provision of this policy shall be subject to removal by the Town Council.

VII. IMPLEMENTATION OF POLICY

1. This Policy is in addition to and does not repeal, replace, or supersede IT Policy Procedure 300: "Policy on Information Technology" or Administrative Policy Number 103: "Cell Phone and Mobile Device Policy."
2. If any provision of this policy or any rule, regulation, or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of the policy and the application of such remaining provisions of this policy of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.
3. The Town Council has the authority to amend, revise, or repeal all or any portion of this policy as it sees fit.

VIII. EFFECTIVE DATE

This policy shall become effective on December 10, 2024.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Marla Y. Newman, Director

Department(s): Community Development and Neighborhood Connections

Requested Motion

Motion to approve the acquisition of property located at 0 South Hughes Street and 930 South Hughes Street in Apex, North Carolina, for a purchase price of \$5,887,500, to authorize the Town Attorney and Town Manager to make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager or their designee to execute the Offer to Purchase and Contract and execute any other associated legal documents related to this acquisition.

Approval Recommended?

Yes

Item Details

On April 16, 2024, the Apex Town Council received a presentation on the Affordable Housing challenges within the Town of Apex and discussed acquiring and developing land as one strategy to address meeting affordable housing needs. Several potential sites were proposed, including one located at the corner of South Hughes Street and Perry Road, consisting of approximately thirteen (13) acres. This particular site offers multiple development options including mixed use - commercial and residential - and mixed-income residential comprised of multifamily rental homes, single-family attached and detached homes, and other missing middle rental and homeownership opportunities. Once acquired, staff will evaluate options for the highest and best use of the property.

A budget amendment related to this property acquisition is included for a total of \$5.9M, consisting of \$2,827,500 of Affordable Housing Funds and \$3,000,000 of federal Coronavirus State Fiscal Recovery Funds authorized by the American Rescue Plan Act (ARPA), awarded to North Carolina, and appropriated to the Town by the 2021 Appropriations Act (S.L.2021-180). The ARPA directed funds must be committed by December 31, 2024 and expended by December 31, 2026.

CONTINUED

Attachments

- CN8-A1: Offer to Purchase and Contract - Property Acquisition 0 South Hughes and 930 South Hughes Street - Apex, North Carolina
- CN8-A2: Recorded Plat - Property Acquisition 0 South Hughes and 930 South Hughes Street - Apex, North Carolina



OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": King Investment Properties, LLC and King Holding Corp.

(b) "Buyer": Town of Apex

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 0 S. Hughes Street and 930 S. Hughes Street

City: Apex Zip: 27502

County: Wake, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot A and Lot 11, as shown on Book of Maps 2024 at Page 2374.

The PIN/PID or other identification number of the Property is: TBD for Lot A and 0741-45-8832 for Lot 11

Other description: Real Estate ID: TBD for Lot A and 0365842 for Lot 11. Lot A is 7.8085 acres and Lot 11 is 5.2747 acres. Together they comprise approximately 13.0832 acres.

Some or all of the Property may be described in Deed Book 8430 at Page 1959 and Deed Book 16696 at Page 1924.

(d) "Purchase Price":

\$ 5,887,500.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 5,887,500.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer, EITHER ☐ with this offer OR ☐ within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check, wire transfer or electronic transfer no later than _____, **TIME**

BEING OF THE ESSENCE with regard to said date.

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall

Buyer Initials _____ Seller Initials 

have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposit to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent"** (insert name): N/A

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 8(n) or Paragraph 12, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on thirty (30) days after the Effective Date **TIME BEING OF THE ESSENCE** with regard to said date.

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction

Buyer Initials _____ Seller Initials MA

contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date"**: The parties agree that Settlement will take place by January 10, 2025 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

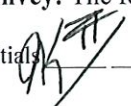
2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool, hot tub, spa and all related equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, all bathroom wall mirrors and all attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs*

Buyer Initials _____ Seller Initials 

(b) and (c): _____

Seller shall repair any damage caused by removal of any items excluded above.

***NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. PERSONAL PROPERTY: The following personal property shall be transferred to Buyer at no value at closing:

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.


(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(xi) **Environmental Site Assessment:** Inspection(s) of the environmental conditions of the Property, such as a Phase I Environmental Site Assessment, which may include, but is not limited to an evaluation of: soil conditions, water quality, and the health of vegetative matter on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

Buyer Initials _____ Seller Initials 

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

Buyer Initials _____ Seller Initials 

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): 47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): 47E-2(a)(8)

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:


- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal,
- (v) title search,
- (vi) title insurance,
- (vii) recording the deed, and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.

Buyer Initials _____ Seller Initials  _____

q does not yet own the Property.

(b) Lead-Based Paint (*check if applicable*):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____ None _____.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): _____ None _____.

(d) Owners' Association(s) and Dues: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

Owners' association website address, if any: _____

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

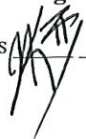
Owners' association website address, if any: _____

8. SELLER OBLIGATIONS:

(a) Evidence of Title and Payoff Statement(s): Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working,

Buyer Initials _____ Seller Initials  _____

existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Apex.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.


NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

Buyer Initials _____ Seller Initials  _____

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- ☒ No home warranty is to be provided by Seller.
- ☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.
- ☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☐ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

Buyer Initials _____ Seller Initials _____

☐ Additional Provisions Addendum (Form 2A11-T)

☐ Additional Signatures Addendum (Form 3-T)

☐ Back-Up Contract Addendum (Form 2A1-T)

☐ Contingent Sale Addendum (Form 2A2-T)

☐ FHA/VA Financing Addendum (Form 2A4-T)

☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)

☐ Loan Assumption Addendum (Form 2A6-T)

☐ New Construction Addendum (Form 2A3-T)

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ Vacation Rental Addendum (Form 2A13-T)

☐ Identify other attorney or party drafted addenda: Exhibit A Addendum to Offer to Purchase and Contract

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.


20. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials 

Page 10 of 13

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Entity Buyer:

Town of Apex

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: Randal E. Vosburg

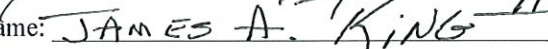
Title: Town Manager

Date: _____

Seller:

King Investment Properties, LLC

By: James A. King 

Name: JAMES A. KING 

Title: MANAGER

Date: 12/10/24

Seller:

King Holding Corp.

By: James A. King 

Name: JAMES A. KING 

Title: PRESIDENT

Date: 12/10/24

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


Antwan Morrison, Finance Director

Buyer Initials _____ Seller Initials 

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:
P. O. Box 250
Apex, NC 27502

Buyer Fax#: 919-249-3305

Buyer E-mail: Randy.Vosburg@apexnc.org

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

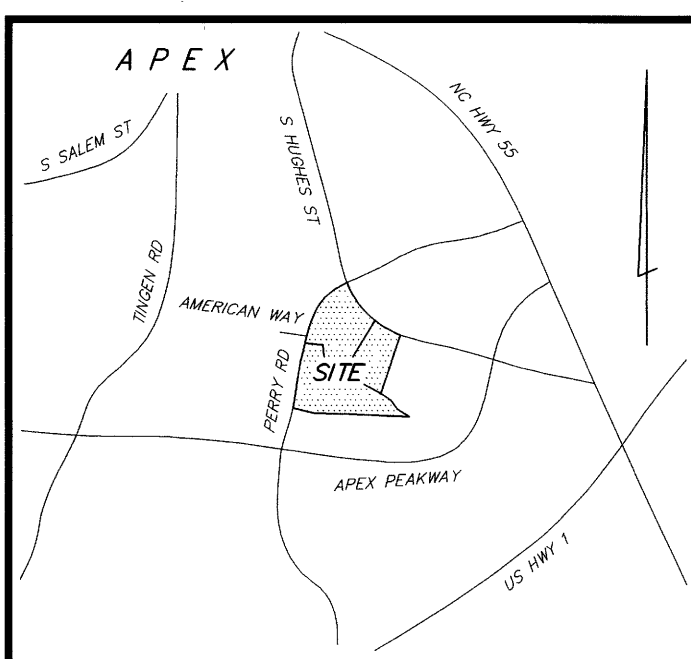
Buyer Initials _____ Seller Initials _____

EXHIBIT A

ADDENDUM TO OFFER TO PURCHASE AND CONTRACT

1. At Closing Buyer will grant to Seller a temporary easement for the existing fence located on the Property under the following terms; (i) the term of the easement will be for twenty-four (24) months and will include the right of Seller to access the Property as necessary to remove the fence at Seller's sole cost and expense; (ii) any portion of the fence that is not removed within the twenty-four (24) month period will be deemed abandoned by Seller; and (iii) the form of the easement will be agreed to by counsel for Seller and counsel for Buyer prior to closing.
2. A portion of the Property is currently leased to the Apex Sports Authority under the terms of a lease which expires on June 30, 2025 (the "Soccer Field Lease"), a copy of which has been provided to Buyer. The Soccer Field Lease will be assigned by Seller to Buyer at Closing. The parties agree that the rent under the Soccer field Lease has been paid through June 30, 2025 and shall be retained by Seller without any obligation to provide Buyer with a rent proration credit at closing.

Buyer Initials _____ Seller Initials _____



VICINITY MAP (NOT TO SCALE)

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

DEED BOOK 4438, PAGE 735
DEED BOOK 4875, PAGE 901
DEED BOOK 8430, PAGE 1959
DEED BOOK 16696, PAGE 1924
BOOK OF MAPS 1989, PAGE 60
BOOK OF MAPS 1999, PAGE 1822
BOOK OF MAPS 2008, PAGE 535

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: 178,711 AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

THAT THE GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

Class of survey A
Positional Accuracy < 0.10' AT 95% CONFIDENCE LEVEL
Type of GNSS field procedure: NCRIN/VRS
Dates of survey 11-21-2024
Datum/Epoch: NAD 83 (2011)
Published/Fixed-control use: NCGS BASE STATION "NCIL" (PID DL3891)
Geoid model: 2018
Combined grid factor(s): 0.99987915
GPS/GNSS LOCALIZATION POINT: N= 716,351.40 E= 2,044,678.19
Units: U.S. SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 4TH DAY OF DECEMBER, A.D., 2024.

STALEY C. SMITH
Professional Land Surveyor
L-3766
License Number

SEAL
L-3766
STALEY C. SMITH

Dianne F. Khin Review Officer of Wake County,
certify that this Plat meets all statutory requirements for recording.

Review Officer 12/4/2024 Date

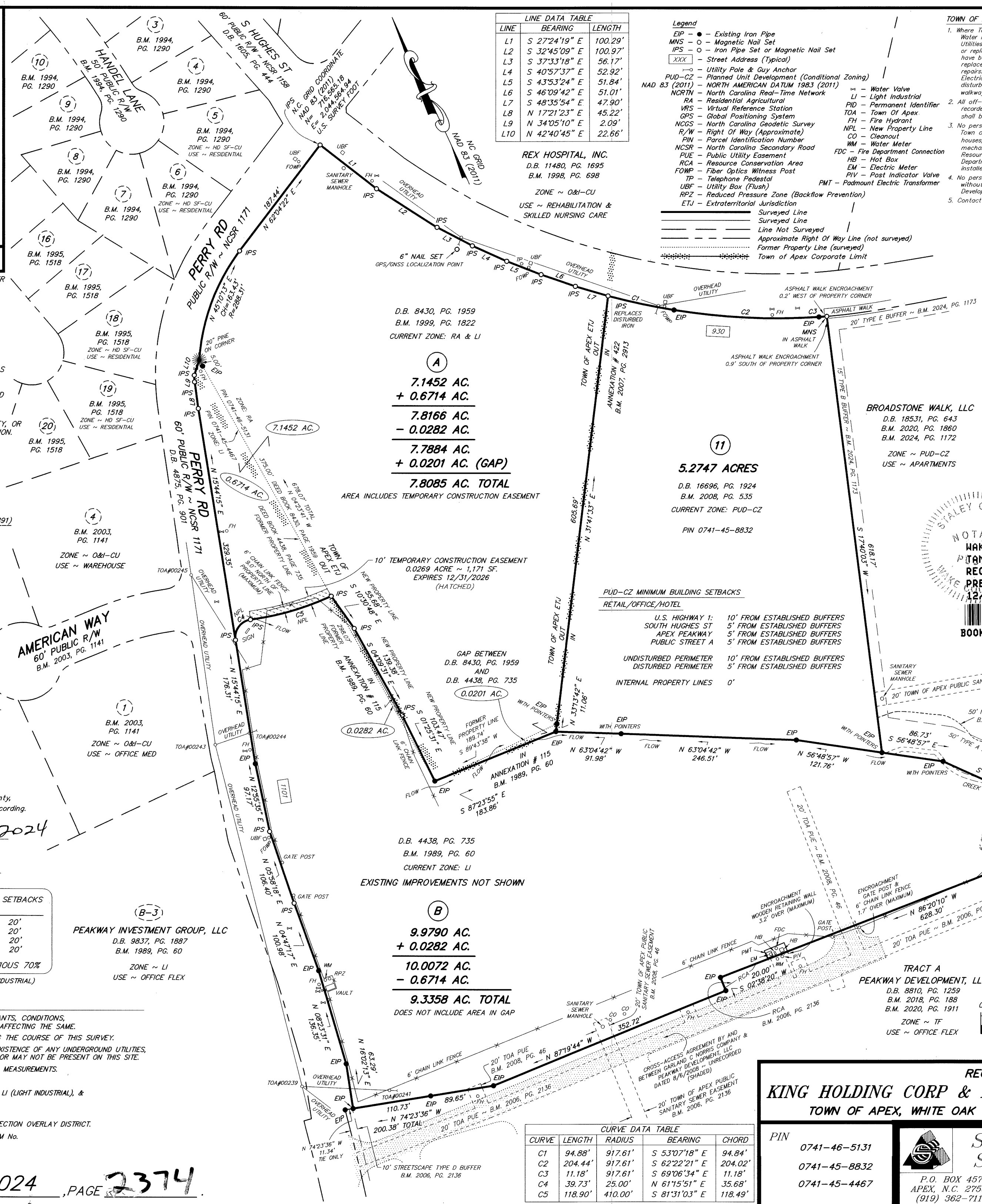
APPROVAL EXPIRES IF NOT
RECORDED ON OR BEFORE 3/5/2025

MINIMUM BUILDING SETBACKS SINGLE FAMILY RESIDENTIAL	
FRONT	30'
REAR	25'
SIDE	15'
CORNER SIDE	15'
MAXIMUM IMPERVIOUS 50%	
ZONE: RA (RESIDENTIAL AGRICULTURAL)	

MINIMUM BUILDING SETBACKS	
FRONT	20'
REAR	20'
SIDE	20'
CORNER SIDE	20'
MAXIMUM IMPERVIOUS 70%	
ZONE: LI (LIGHT INDUSTRIAL)	

- NOTES:
1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD AFFECTING THE SAME.
 2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
 3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
 4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
 5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
 6. CURRENT ZONING IS TOWN OF APEX RA (RESIDENTIAL AGRICULTURAL), LI (LIGHT INDUSTRIAL), & PUD-CZ (PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING)
 7. ANNEXATION # 115 & # 422
 8. THIS SITE IS LOCATED WITHIN THE SECONDARY WATERSHED PROTECTION OVERLAY DISTRICT.
 9. THIS SITE IS NOT WITHIN A 100-YR. FLOOD PLAIN PER FEMA FIRM NO. 3720074100J WITH AN EFFECTIVE DATE OF MAY 2, 2006.

RECORDED IN BOOK OF MAPS 2024 , PAGE 2374



LINE	BEARING	LENGTH
L1	S 27°24'19" E	100.29'
L2	S 32°45'09" E	100.97'
L3	S 37°33'18" E	56.17'
L4	S 40°57'37" E	52.92'
L5	S 43°53'24" E	51.84'
L6	S 46°09'42" E	51.01'
L7	S 48°35'54" E	47.90'
L8	N 17°21'23" E	45.22'
L9	N 34°05'10" E	2.09'
L10	N 42°40'45" E	22.66'

Legend

- Existing Iron Pipe
- Magnetic Nail Set
- Iron Pipe Set or Magnetic Nail Set
- Street Address (Typical)
- Utility Pole & Guy Anchor
- Planned Unit Development (Conditional Zoning)
- NORTH AMERICAN DATUM 1983 (2011)
- North Carolina Real-Time Network
- Residential Agricultural
- Virtual Reference Station
- Global Positioning System
- North Carolina Geodetic Survey
- Right Of Way (Approximate)
- Parcel Identification Number
- North Carolina Secondary Road
- Public Utility Easement
- Resource Conservation Area
- Fiber Optics Witness Post
- Telephone Pedestal
- Utility Box (Flush)
- Reduced Pressure Zone (Backflow Prevention)
- Extraterritorial Jurisdiction
- Surveyed Line
- Surveyed Line
- Line Not Surveyed
- Approximate Right Of Way Line (not surveyed)
- Former Property Line (surveyed)
- Town of Apex Corporate Limit

TOWN OF APEX NOTES:

1. Where Town of Apex public utilities are installed within easements crossing private property, the Town's Water Resources Department, Transportation & Infrastructure Development Department, and Electric Utilities Department shall have the right to enter upon the easement for purposes of inspecting, repairing, or replacing the sewer main and appurtenances. Where paved private streets, driveways, parking lots, etc. have been installed over public sewer mains, the Town of Apex shall not be responsible for the repair or replacement of pavement, curbing, etc. which must be removed to facilitate repairs. The Water Resources Department, Transportation & Infrastructure Development Department, and Electric Utilities Department shall excavate as necessary to make the repair, and shall backfill the disturbed area to approximately the original grade. Replacement of privately owned pavement, curbing, walkways, etc. shall be the responsibility of the property owner and/or Homeowner's Association.
2. All off-site easements shall be acquired by the developer and these off-site easements shall be recorded by a deed of easement prior to utility infrastructure construction approval. These easements shall be dedicated to the Town of Apex and labeled "Town of Apex Public Utility Easement".
3. No person shall place any part of a structure, any permanent equipment, or impoundment upon the Town of Apex Public Utility Easements. Prohibited structures include, but are not limited to: buildings, houses, or conditioning units, heat pump units, storage/food sheds, swimming pools, wells, retaining wall mechanisms/apurtenances, decks, garages, and fences. Upon prior written approval by the Water Resources Department, Transportation & Infrastructure Development Department, or Electric Utilities Department, as appropriate, fences may be permitted across easements provided that an access gate is installed for the full width of the easement.
4. No person shall plant trees, shrubs, or other plants within a Town of Apex Public Utility Easement without prior written approval from the Water Resources Department, Transportation & Infrastructure Development Department, or Electric Utilities Department, as appropriate.
5. Contact the Planning Department to get a copy of the zoning conditions.

I hereby certify that I am the owner of the property shown and described herein, which is located in the jurisdiction of the Town of Apex, and all sheets related hereto, and that I hereby adopt this exempt plat with my free consent.

12/4/24 Date James A. King II OWNER
KING INVESTMENT PROPERTIES LLC - MANAGER
KING HOLDING CORP - PRESIDENT

I, STALEY C. SMITH a Notary Public of the County of WAKE, State of North Carolina hereby certify that

JAMES A. KING II
personally appeared before me this day and under oath acknowledged that the above form was executed by him/her.

Witness my hand and seal this 4TH day of DECEMBER 2024

STALEY C. SMITH
NOTARY
WAKE COUNTY, NC 46
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12/04/2024 15:17:21
BOOK:BM2024 PAGE:02374

BROADSTONE WALK, LLC
D.B. 18531, PG. 643
B.M. 2020, PG. 1860
B.M. 2024, PG. 1172
ZONE ~ PUD-CZ
USE ~ APARTMENTS

PEAKWAY DEVELOPMENT, LLC
D.B. 8810, PG. 1259
B.M. 2018, PG. 188
B.M. 2020, PG. 1911
ZONE ~ TF
USE ~ OFFICE FLEX

LISTED OWNERS
(NOT A TITLE VERIFICATION)
KING INVESTMENT PROPERTIES LLC
PO BOX 1798
APEX, NC 27502
KING HOLDING CORP
PO BOX 1798
APEX, NC 27502

RECOMBINATION PLAT
KING HOLDING CORP & KING INVESTMENT PROPERTIES LLC
TOWN OF APEX, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

Smith & Smith, Surveyors, P.A.
P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

FIELD DATE
NOVEMBER 21, 2024
SCALE 1" = 100'
DRAWN BY WBH
PROJ. NO. 2024-68

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	94.88'	917.61'	S 53°07'18" E	94.84'
C2	204.44'	917.61'	S 62°22'21" E	204.02'
C3	11.18'	917.61'	S 69°06'34" E	11.18'
C4	39.73'	25.00'	N 61°51'51" E	35.68'
C5	118.90'	410.00'	S 81°31'03" E	118.49'

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Antwan Morrison, Director

Department(s): Finance

Requested Motion

Motion to approve a resolution authorizing a later issuance of public funding to pay for real property acquisition projects.

Approval Recommended?

Yes.

Item Details

As leadership continues to strategically plan to meet the future needs of the Town of Apex, they remain cognizant of opportunities which assist in properly positioning ourselves for future growth and expansion.

This is achieved by remaining engaged in the community, identifying future needs for expansion of services, the growing needs of the community and available sites of real property. Town leadership has identified several real property acquisition opportunities which would serve to assist with the expansion of upcoming general government and electric purposes.

The town intends to issue a limited obligation bond to fund the cost of these purchases. The attached resolution authorizes staff to proceed with project spending and allows the town to reimburse itself from the future debt issuance at a future date, as allowed Treasury Regulation, Section 1.150-2.

The current estimated cost for these projects is \$10 million

Attachments

- CN9-A1: Reimbursement Resolution – Real Property Acquisition Projects





TOWN OF APEX TOWN COUNCIL
Reimbursement Resolution
Real Property Acquisition Projects
RES-2024-_____

BE IT RESOLVED by the Town Council of the Town of Apex, North Carolina, as follows:

Section 1. The Town intends to undertake a project, advance its own funds to pay project costs, and then reimburse itself from financing proceeds for these early expenditures. The Finance Officer has advised the Council that it is desirable for the Council to adopt this resolution to document the Town's plans, in order to comply with certain federal tax rules relating to this type of reimbursement.

Section 2. The resolution covers certain public real property purchases for, but not limited to, general government purposes, as well as electric utility related projects. Project costs include the cost of acquisition, closing cost incurred and any other cost related to acquiring and make ready the real property, together with the payment of the related financing costs and other necessary or incidental costs.

Section 3. The Town intends to finance the project. The expected type of financing (which is subject to change) is limited obligation bonds. The expected maximum amount of bonds or other obligations to be issued or contracted for the project is \$10,000,000.

Section 4. The Town intends that funds that have been advanced, or may be advanced, from the General Fund, Electric Fund or any other Town fund, for project costs will be reimbursed from the financing proceeds.

This resolution shall take effect immediately.

ADOPTED, this the _____ day of _____ 2024.

Jacques K. Gilbert
Mayor

Attest:

Allen Coleman, CMC, NCCCC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Amanda Bunce, Current Planning Manager

Department(s): Planning

Requested Motion

Motion to approve the revised Statement of the Town Council and Ordinance for Rezoning Case #23CZ20 Sweetwater PUD Amendment, David Schmidt, ExperienceOne Homes, LLC, petitioner, for the properties located at 1451 Richardson Rd; 1051 & 1075 Newland Ave; 2800, 2810 Teachey Pl, & 2820 Teachey Pl; 0 Core Banks St and 0 Little Gem Lane (PINs 0722550034, 0722544876, 0722544404, 0722457646, 0722454406, 0722443942, 0722441499, and 0722441386).

Approval Recommended?

The Planning Department recommends approval.

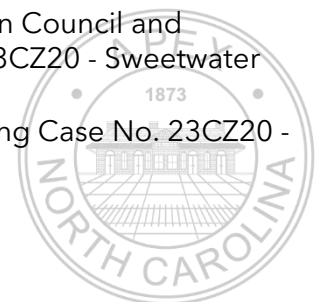
The Legal Department recommends approval.

Item Details

Rezoning Case #23CZ20 was approved at the January 23, 2024 Town Council meeting. On February 13, 2024, the Town Council voted to approve the Statement of the Town Council and Ordinance for this rezoning. It was later discovered that PIN 0722441386 was missing from the legal description despite it being included in the rezoning application, legal notice, and staff report. It is clear that the intent was for this parcel to be included in the rezoning, making this a scrivener's error that needs to be corrected. The revised legal description that includes PIN 0722441386 is attached.

Attachments

- CN10-A1: Statement of the Town Council and Ordinance to Amend the Official Zoning District Map - Rezoning Case No. 23CZ20 - Sweetwater PUD
- CN10-A2: Attachment A - Legal Description (revised) - Statement of the Town Council and Ordinance to Amend the Official Zoning District Map - Rezoning Case No. 23CZ20 - Sweetwater PUD
- CN10-A3: Attachment B - Sweetwater PUD amendment documents - Rezoning Case No. 23CZ20 - Sweetwater PUD



STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 41.33 ACRES LOCATED AT 1451 RICHARDSON RD; 1051 & 1075 NEWLAND AVE; 2800, 2810 TEACHEY PL, & 2820 TEACHEY PL; 0 CORE BANKS ST AND 0 LITTLE GEM LANE FROM PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ #22CZ03 & #23CZ12) TO PLANNED UNIT DEVELOPMENT-CONDITIONAL ZONING (PUD-CZ) #23CZ20

WHEREAS, David Schmidt, ExperienceOne Homes, LLC, owner/applicant (the “Applicant”), submitted a completed application for a conditional zoning on the 2nd day of October 2023 (the “Application”). The proposed conditional zoning is designated #23CZ20;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #23CZ20 before the Planning Board on the 8th day of January 2024;

WHEREAS, the Apex Planning Board held a public hearing on the 8th day of January 2024, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #23CZ20. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #23CZ20;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #23CZ20 before the Apex Town Council on the 23rd day of January 2024;

WHEREAS, the Apex Town Council held a public hearing on the 23rd day of January 2024. Amanda Bunce, Current Planning Manager, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #23CZ20 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that: The 2045 Land Use Map designates this area as Mixed Use: High Density Residential/Office Employment/Commercial Services. This designation on the 2045 Land Use Map includes the zoning district Planned Unit Development-Conditional Zoning (PUD-CZ) and the Apex Town Council has further considered that the rezoning to Planned Unit Development-Conditional Zoning (PUD-CZ) will allow development to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The rezoning will allow increased building height north of Core Banks Street which is needed for a potential hotel use and will allow for more of the development to be commercial uses rather than office. The proposed rezoning will increase the tax base and provide services to the nearby community; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #23CZ20 rezoning the subject tract located at 1451 Richardson Rd; 1051 & 1075 Newland Ave; 2800, 2810 Teachey Pl, & 2820 Teachey Pl; 0 Core Banks St and 0 Little Gem Lane from Planned Unit Development-Conditional Zoning (PUD-CZ #22CZ03 & #23CZ12) to Planned Unit Development-Conditional Zoning (PUD-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Ordinance Amending the Official Zoning District Map #23CZ20

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex 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 Planned Unit Development-Conditional Zoning (PUD-CZ #22CZ03 and #23CZ12) to Planned Unit Development-Conditional Zoning (PUD-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to the conditions in Attachment "B" Sweetwater PUD which are imposed as part of this rezoning.

Section 5: 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 Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member _____

Seconded by Council Member _____

With ____ Council Member(s) voting "aye."

With ____ Council Member(s) voting "no."

This the ____ day of _____ 2024.

TOWN OF APEX

Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

LAND DESCRIPTION FOR REZONING
PROPERTY OF KEPE1 HOLDINGS, LLC

COMMENCING AT A POINT, SAID BEING PUBLISHED IN THE NORTH CAROLINA GEODETIC SURVEY AS "ROGER" (PID DM5422) AND HAVING COORDINATES OF NORTHING 726051.43' & EASTING 2,025,090.57', THENCE S 47°08'55" W, 303.99 FEET TO A POINT LYING ON THE SOUTHERN MARGIN OF HIGHWAY 64, HERBY KNOW AS THE **POINT OF BEGINNING**;

THENCE FROM THE **POINT OF BEGINNING** N 82°55'17" E, 197.06 FEET TO A POINT; THENCE N 82°54'21" E, 242.00 FEET TO A POINT; THENCE N 82°54'21" E, 24.53 FEET TO A POINT; THENCE S 1°32'16" W, 687.52 FEET TO A POINT; THENCE S 88°09'09" E, 191.11 FEET TO A POINT; THENCE S 32°08'55" E, 332.26 FEET TO A POINT; THENCE S 0°49'54" E, 351.99 FEET TO A POINT; THENCE S 0°16'23" W, 65.13 FEET; THENCE S 27°27'56" W, 104.70 FEET TO A POINT; THENCE S 27°32'58" W, 70.01 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 92.50 FEET, A CHORD BEARING OF S 52°45'59" W, A CHORD DISTANCE OF 78.82 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 52.50 FEET, A CHORD BEARING OF S 65°22'19" W, A CHORD DISTANCE OF 22.92 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 92.50 FEET, A CHORD BEARING OF S 76°21'47" W, A CHORD DISTANCE OF 75.72 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 92.50 FEET, A CHORD BEARING OF N 78°25'10" W, A CHORD DISTANCE OF 6.18 FEET TO A POINT; THENCE N 76°47'20" W, 15.12 FEET TO A POINT; THENCE N 76°47'20" W, 33.34 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 80°40'51" W, A CHORD DISTANCE OF 135.75 FEET TO A POINT; THENCE N 84°33'48" W, 65.57 FEET TO A POINT; THENCE N 84°28'16" W, 141.51 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 1000.00 FEET, A CHORD BEARING OF N 78°07'30" W, A CHORD DISTANCE OF 224.53 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 265.00 FEET, A CHORD BEARING OF N 66°43'00" W, A CHORD DISTANCE OF 45.85 FEET TO A POINT; THENCE N 61°42'14" W, 177.13 FEET TO A POINT; THENCE N 64°58'02" W, 197.28 FEET TO A POINT; THENCE ALONG A CURVE WITH A RADIUS OF 699.98 FEET, A CHORD BEARING OF N 66°07'03" W, A CHORD DISTANCE OF 98.05 FEET TO A POINT; THENCE S 36°35'24" W, 410.82 FEET TO A POINT; THENCE N 89°15'15" W, 3.04 FEET TO A POINT; THENCE N 0°25'12" W, 341.43 FEET TO A POINT; THENCE N 0°25'12" W, 29.94 FEET TO A POINT; THENCE N 0°25'12" W, 30.06 FEET TO A POINT; THENCE N 0°25'12" W, 1,072.81 FEET TO A POINT; THENCE N 82°54'14" E, 516.16 FEET TO A POINT; THENCE N 82°55'49" E, 251.61 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,992,459 SQUARE FEET OR 45.741 ACRES, MORE OR LESS

Sweetwater PUD Amendment

Proposed Rezoning Changes

December 11, 2023

The PUD will retain all of the conditions from rezoning #17CZ21, #18CZ01, #22CZ03 and #23CZ12 except:

I. Revisions to Section 6:

Section 6: Design Controls

NONRESIDENTIAL/MIXED-USE AREAS:

Office: A minimum of ~~55,000~~ **20,000** square feet of office will be provided in this section.

Building Height:

Maximum Height: ~~62 Feet (5 Story)~~ **77 Feet (6 Stories)**
39 Feet (2 Story) – PINs 0722-44-1499 & 0722-44-1386

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Eric Neumann, Director

Department(s): Electric Utilities

Requested Motion

Motion to approve Safegrid as a Sole Source Vendor for smart fault indicators which utilize proprietary sensors and machine learning algorithms to help locate and predict faults on the Town's electrical distribution grid.

Approval Recommended?

Yes

Item Details

To allow for the installation of smart fault indicators which utilize proprietary sensors and machine learning algorithms to help locate and predict faults on the Town's electrical distribution grid.

The Electric Department would like to procure Safegrid Intelligent Grid System equipment. An order of this magnitude in cost requires approval for a sole source vendor to meet state and municipal purchasing policy.

Attachments

- CN11-A1: Town of Apex Sole Source Vendor Justification Letter
- CN11-A2: Safegrid Proprietary Technology Letter
- CN11-A3: Safegrid Quote



SOLE SOURCE JUSTIFICATION FOR

Smart Fault Indicators

The Electric Utilities Department recommends a single source vendor, Safegrid, for smart fault indicators. Justification for this recommendation are as follows:

- Safegrid fault indicators have a predictive algorithm which can warn utilities of potential fault before they can occur. This justifies Safegrid Intelligent Grid System for sole source procurement under the lack of performance competition exception found in G.S. 143-129(e)(6), as they are currently the only supplier of this technology commercially available.
 - The use of this predictive technology will improve the System Average Interruption Frequency Index (SAIFI) for the Town's distribution network by identifying components that have otherwise undetectable imminent faults. Once identified these components can be replaced without an outage in many cases and will reduce the amount of labor and materials needed to repair damage after a fault.
- The Safegrid Intelligent Grid System is also able to use its machine learning algorithms to more accurately locate and report the initiating point of a fault rather than giving a general notification, or a simple visible indication that a particular sensor has sensed a fault current as is the case with traditional fault indicators. This allows repair crews to reduce the time it takes to restore power by reducing the time spent searching for the source of a fault improving the Town's System Average Interruption Duration Index (SAIDI).

November 2024

From Safegrid USA LLC

To Whom It May Concern:



Safegrid is a technology company developing next generation grid monitoring products and solutions for electrical transmission and distribution systems. This Safegrid Intelligent Grid System uses patented and proprietary sensor technology and machine learning algorithms to improve grid reliability for the following applications:

- Locate faults at an accuracy of 100 meters reducing outage response time, increasing crew safety and improving SAIDI reliability metrics.
- Predict impending faults enabling condition based predictive maintenance actions intended to avoid outages and improve SAIFI reliability metrics.

Safegrid is the sole developer of these technology solutions and the exclusive supplier of the Safegrid Intelligent Grid System.

Any questions or concerns can be directed to:

Mike Burns, VP Sales, 312-259-9544

Safegrid USA LLC. 205 N Michigan Ave, Chicago, IL 60601

Thursday, November 14, 2024

Brad Holland
Town of Apex Electric Department
73 Hunter St, Apex, NC 27502
United States
1417 – Town of Apex Electric Department



Dear Brad

Thank you for your interest in the Safegrid solution and for the opportunity to provide this proposal for the Town of Apex Electric Department. If there are any questions or concerns please feel free to contact me at your convenience.

Kind regards,

Mike Burns

mike@safegrid.io

ABOUT THE SAFEGRID'S INTELLIGENT GRID SYSTEM:

Safegrid's Intelligent System® (IGS) helps locate, predict, and prevent grid faults and improve grid performance with instant-on wireless sensors and modern cloud-based monitoring and analytics. Safegrid's IGS employs instant-on sensors and cloud-based analytics for capturing and analyzing grid events. It utilizes sensors for overhead lines and underground cables, accurately locating events using GPS time synchronization. With proprietary algorithms, the system classifies grid events by type and severity, enabling customers to identify faults, anticipate future issues, and prevent them.

GridGuardian® is a cloud-based system that monitors the grid in real-time, accessible through web and mobile interfaces. It uses mapping tools and grid topology data to quickly notify about grid faults. The user-friendly dashboard displays and locates grid events and faults. It also offers reporting and sensor management tools. Instant SMS and email alerts provide actionable information about fault type and location. It can be integrated with existing systems via standard interfaces.

Grayhawk® Overhead Line Sensor utilizes wireless current measurement technology, making it non-intrusive and non-contact. This sensor is wireless and seamlessly connects to GridGuardian®, ensuring instant-on functionality and a swift installation process. By using cellular networks, Grayhawk® transmits measurement data and GPS information to GridGuardian® for comprehensive grid monitoring.

Grayfox® Underground Cable Sensor employs rogowski-coils for non-intrusive current measurements. It is easily installed and automatically connects to GridGuardian® for instant-on functionality. By utilizing the cellular network, Grayfox® sends both measurement data and GPS information to GridGuardian®.

PRODUCT/ PRODUCT TYPE DESCRIPTION	QTY	UNIT PRICE	SUM
GridGuardian System			
20010 GridGuardian™ standard setup Professional services GridGuardian™ setup fee, standard. Standard fee includes setup for customer account, grid map topology modification and insert for GridGuardian™ Cloud-Based Monitoring System.	1	\$4,500.00	\$4,500.00
20020 Online training, 2h standard Professional services Online training, 2h standard fee includes about 2 hours product training for Grayfox™/Grayhawk™ and GridGuardian™ over Google Hangouts video conferencing, optionally Zoom or teams video conferencing tools can be used. Support materials and guidelines	1	\$350.00	\$350.00
LD Substation			
20101 GridGuardian™ Annual Standard SaaS ARC - annual recurring cost GridGuardian™ Cloud-Based Monitoring System. The monitoring and analytics system is fully cloud-based (public or private cloud) and it provides full visibility in and actionable alerts about the grid.	45	\$300.00	\$13,500
34020 4-wire Grayfox™ NRC - non-recurring cost Grayfox™ 4-wire is a wireless fault sensor module for 4-wire distribution underground cable line monitoring.	1	\$1,800.00	\$1,800
36021 Pole mounted Grayfox™ 4-Channel NRC - non-recurring cost Grayfox™ Pole mounted 4-channel is a wireless fault pole mounted sensor module for 4-wire distribution for monitoring overhead / underground transition points.	23	\$1,950.00	\$44,850
44020 4-wire Grayhawk™ 2.0 NRC - non-recurring cost 4-wire Grayhawk™ 2.0 is a wireless fault sensor module for 4-wire distribution overhead line monitoring.	21	\$1,950.00	\$40,950
50001 Outdoor Power supply Grayfox™ and Grayhawk™ 2.0 NRC - non-recurring cost Outdoor Power supply for 100 to 240 DC or AC input for Grayfox™ and Grayhawk™ 2.0	45	\$350.00	\$15,750
Subtotal - LD Substation			\$116,850
Pilot Project Total			\$121,700

General Terms and Conditions

Sales Terms and Conditions: <https://safegrid.io/safegrid-sales-terms/>

SaaS Terms of Use: <https://safegrid.io/safegrid-saas-terms-of-use/>

Order Terms and Conditions

Warranty 24 months from shipment excluding batteries

Delivery term DAP customer warehouse, Incoterms 2020

Delivery time 4-6 weeks, subject to intermittent sales

Equipment Invoice 100% upon receipt

Engineering Invoice 100% upon order

Recurring cost invoice Annual 100% in advance

Payment terms 30 days from invoice

Offer validity 30 days from generation.

Special Terms and Conditions

OFFER APPROVAL AND ORDERING INFORMATION

Place: _____

Date: _____

Signature _____

Name in block letters: _____

Offer reference: 1800

Order Reference: _____

Organization business ID:: _____

Hardware delivery address: _____

Contact person name: _____

Contact person email: _____

Contact person phone: _____

Please send order to mike@safegrid.io and orders@safegrid.io

PAYMENT INSTRUCTIONS

All payments to Safegrid have to be done as a bank transfer

Beneficiary: Safegrid USA LLC

Bank account number: 202356305112

ABA Routing Number: 091311229

Bank Name: Choice Financial Group

Bank Address: 4501 23rd Ave S, Fargo, ND 58104

Payment reference: Invoice number

For any questions regarding payment, please contact mike@safegrid.io

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: December 10, 2024

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated November 14, 2024.

Approval Recommended?

Yes

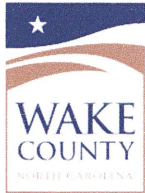
Item Details

The Wake County Board of Commissioners, in regular session on December 2, 2024, approved and accepted the enclosed tax report for the Town of Apex, dated November 14, 2024 for the period of October 1, 2024 through October 31, 2024.

Attachments

- CN12-A1: Tax Report for October 2024





Board of Commissioners

P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180

FAX 919 856 5699

MATT CALABRIA, CHAIR
DON MIAL, VICE-CHAIR
VICKIE ADAMSON
SUSAN EVANS
CHERYL STALLINGS
SHINICA THOMAS
TARA WATERS

December 3, 2024

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on December 2, 2024, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 12/02/2024

Approved by:

Signed by:
Kim Lortved
ACF513D6D2E286...

Consideration of Requests for Taxes, Interest and Penalties **BETWEEN \$100 AND \$500 FOR APEX**

No.	Payee	Account Number	Tax & Penalty Rebated	Total Rebated	Total Refunded
1	FRENCH, STACY DESILVA, VICTORIA 627 BRIARCLIFF ST APEX NC 27502 1238	0000417672-2024-2024-0000000	City County 85.66 129.37	215.03	215.03
			City County 85.66 129.37	215.03	215.03

*Total refunded may differ from total rebated due to to payee's remittance of interest or application of payment to other balances owed by the taxpayer.

Marcus D. Kinrade
Wake County Tax Administrator

Signed by:
Marcus Kinrade
-37C19A0F814C430...

WAKE COUNTY TAX ADMINISTRATION

10/01/2024 - 10/31/2024

Rebate Detail Report

APEX

DATE
11/14/2024

TIME
8:02:12 PM

REBATE NUM	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
897772	23.48	0.00	2.35	0.00	25.83	10/30/2024	0006803518	2022	2022	000000	DAVID LAWHON APPRASIAL INC
895545	517.85	0.00	51.78	0.00	569.63	10/9/2024	0007000473	2024	2024	000000	APEX CGH LLC
897773	13.84	0.00	1.38	0.00	15.22	10/30/2024	0006803518	2023	2023	000000	DAVID LAWHON APPRASIAL INC
SUBTOTALS FOR BUSINESS ACCOUNTS		555.17	0.00	55.51	0.00	610.68	610.68	3 Properties Rebated			
BUSINESS REAL ESTATE ACCOUNTS											
897767	6,387.27	0.00	0.00	0.00	6,387.27	10/29/2024	0000017761	2024	2024	000000	CSP COMMUNITY OWNER LP
896266	4,884.52	0.00	0.00	0.00	4,884.52	10/16/2024	0000258995	2024	2024	000000	CAVINNESS PROPERTIES LLC
896478	7,896.62	0.00	0.00	0.00	7,896.62	10/17/2024	0000406677	2024	2024	000000	VILLAGE AT BROADSTONE STATION I LLC
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS		19,168.41	0.00	0.00	0.00	19,168.41	19,168.41	3 Properties Rebated			

INDIVIDUAL REAL ESTATE ACCOUNT

897992	144.65	0.00	0.00	0.00	144.65	10/30/2024	0000455313	2024	000000	PARKS, FREDERICK JACOB
898161	19.84	0.00	0.00	0.00	19.84	10/31/2024	0000490561	2024	000000	PACE, WILLIAM LEE TRUSTEE
898181	97.07	0.00	0.00	0.00	97.07	10/31/2024	0000448430	2024	000000	AGRAWAL, SAURAV
897980	144.83	0.00	0.00	0.00	144.83	10/30/2024	0000449143	2024	000000	ALBERT, DAVID
897829	244.80	0.00	0.00	0.00	244.80	10/29/2024	0000266731	2024	000000	SCARBOROUGH, JAMES EVERETT
897823	28.26	0.00	0.00	0.00	28.26	10/29/2024	0000178546	2024	000000	SINGLETON, PEGGY JEAN
897803	107.27	0.00	0.00	0.00	107.27	10/29/2024	0000153869	2024	000000	WOLFF, KEVIN ALAN
897785	519.91	0.00	0.00	0.00	519.91	10/29/2024	0000466393	2024	000000	DOMBROSKI, RICHARD M
897320	153.00	0.00	0.00	0.00	153.00	10/24/2024	0000239098	2024	000000	BRAVO, JAVIER
895244	22.17	0.00	0.00	0.00	22.17	10/7/2024	0000449122	2024	000000	SANKO, ANNA
896455	391.00	0.00	0.00	0.00	391.00	10/17/2024	0000090185	2024	000000	MOORE, DONALD KEMP
896443	61.32	0.00	0.00	0.00	61.32	10/17/2024	0000449191	2024	000000	HALDER, ARINDAM
896272	136.42	0.00	0.00	0.00	136.42	10/16/2024	0000486622	2024	000000	CARNEY, MARK EDWARD
896269	123.71	0.00	0.00	0.00	123.71	10/16/2024	0000461580	2024	000000	GRASDAL, VIDAR
895703	7,579.37	0.00	0.00	0.00	7,579.37	10/10/2024	0000129654	2024	000000	SCHRAGER, PHILIP M
895398	107.62	0.00	0.00	0.00	107.62	10/8/2024	0000456687	2024	000000	KUO, YEN PING YVONN
895247	168.86	0.00	0.00	0.00	168.86	10/7/2024	0000444496	2024	000000	WASYL, KAREN L
895246	116.82	0.00	0.00	0.00	116.82	10/7/2024	0000444486	2024	000000	BARUCH, STEVEN
895045	129.59	0.00	0.00	0.00	129.59	10/11/2024	0000451542	2024	000000	ABERNETHY, THERESA M
896958	85.66	0.00	0.00	0.00	85.66	10/24/2024	0000417672	2024	000000	FRENCH, STACY

SUBTOTALS FOR
INDIVIDUAL REAL
ESTATE ACCOUNTS

20 Properties Rebated

10,382.17 10,382.17

0.00

0.00

0.00

10,382.17

WILDLIFE BOAT ACCOUNTS

896629	233.01	0.00	0.00	0.00	0.00	233.01	10/28/2024	0004217268	2024	2024	000000	TAYLOR, JEREMY
894626	18.21	0.00	0.00	0.00	0.00	18.21	10/8/2024	0004207470	2024	2024	000000	LEWIS, THOMAS WAYNE

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	251.22	0.00	0.00	0.00	0.00	251.22	251.22		2 Properties Rebated			
--------------------------------------	--------	------	------	------	------	--------	--------	--	----------------------	--	--	--

TOTAL REBATED FORAPEX	30,356.97	0.00	55.51	0.00	0.00	30,412.48	30,412.48		28 Properties Rebated for City			
-----------------------	-----------	------	-------	------	------	-----------	-----------	--	--------------------------------	--	--	--

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: December 10, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Recognize and honor Town Employees who were deployed to Western North Carolina.

Approval Recommended?

N/A

Item Details

On Wednesday, September 27, 2024, the remnants of Hurricane Helene turned Asheville, and many other municipalities in Western North Carolina, into a post-apocalyptic landscape: fallen trees blocking streets; roads turned into creek beds; power lines down everywhere; city water lines destroyed; bridges torn apart. The region's two rivers carried whole houses downstream. Hurricane Helene was one of the most significant tropical storms to touch North Carolina, dropping over 30 inches of rain, sixty plus mile per hour sustained winds, and millions without power for weeks.

As of Wednesday, December 4, 2024, The North Carolina Department of Health and Human Services had reported a total of 103 storm related deaths due to Hurricane Helene.

Many Town of Apex Departments deployed individuals to assist in the recovery efforts of Hurricane Helene. The Departments that sent staff are listed below:

- Fire - 13 employees
- Police - 12 employees
- Electric Utilities - 7 employees
- Inspections and Permitting - 3 employees
- Communications and Information Technologies - 3 employees
- Public Works - 1 employee

Many of these staff members were deployed for multiple days and weeks removing them from their core functions in the Town of Apex and from their families.

The purpose of this item is to recognize the various employees, and their families, for the sacrifices they made to assist our fellow neighbors across North Carolina and South Carolina.

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION
Meeting Date: December 10, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Receive as information an overview of the Mayor's Internship Program (MIP) and their current projects and activities.

Approval Recommended?

N/A

Item Details

In 2021, Mayor Jacques K. Gilbert launched the first Mayor's Internship Program (MIP) cohort, which included five (5) ambassadors. In 2023, over sixty individuals (60) applied to be part of MIP. Following a competitive and rigorous selection process, forty-four (44) ambassadors were selected.

The purpose of the Apex Mayor's Internship Program (MIP) is to enhance leadership, problem solving, and community engagement skills in order to keep Apex at it's Peak! Each of the MIP ambassadors select a core team which are: Champion Apex, Communications, Community Engagement, Environmental Sustainability, and Special Assignment and Policy. The Mayor's Internship Program (MIP) is now accepting applications until December 20, 2024.

To be eligible for consideration, each applicant must meet the following eligibility criteria:

Attend an Apex Based School (Public, Private, or Charter)

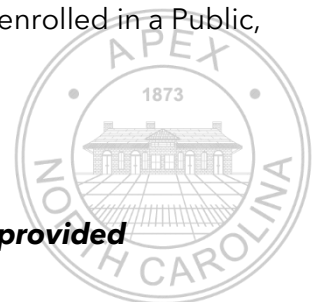
Be a rising Freshman (9th), Sophomore (10th), or Junior (11th)

Commit to two (2) School Years

Space is limited, but ALL are welcome. Priority will be given to individuals currently enrolled in a Public, Private, or Charter School in Apex, North Carolina.

Attachments

- PR2-A1: PowerPoint Presentation – Mayor's Internship Program (MIP) – **to be provided**



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING
Meeting Date: December 10, 2024

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Conduct a Public Hearing and possible motion to adopt Ordinance on the Question of Annexation - Apex Town Council's intent to annex 1.1018 acres, known as Enderline Property, located at 308 Thorn Hollow Drive, Annexation No. 7, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The annexation has been certified and a public hearing has been posted as required.

Attachments

- PH1-A1: Annexation Ordinance - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres
- PH1-A2: Public Hearing Notice - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres
- PH1-A3: Legal Description - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres
- PH1-A4: Aerial Map - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres
- PH1-A5: Plat Map - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres
- PH1-A6: Annexation Petition - Annexation No. 791 - 308 Thorn Hollow Drive - 1.1018 acres





"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE – PUBLIC HEARING

APEX, N.C. (November 22, 2024) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **10th day of December, 2024**, on the question of annexation of the following property requested by petition filed pursuant to G.S. 160A-31:

Annexation Petition No. 791

Enderline Property – 308 Thorn Hollow Drive – 1.1018 acres



CONTINUED . . .



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

PUBLIC NOTICE – PUBLIC HEARING – CONTINUED

Annexation Petition No. 791

Enderline Property – 308 Thorn Hollow Drive – 1.1018 acres

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Annexation Petition No. 791" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, December 10, 2024.

Members of the public can access and view the meeting on the Town's YouTube Channel <https://www.youtube.com/c/TownofApexGov> or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.

Questions should be directed to the Town Clerk's Office.

###



TOWN OF APEX, NORTH CAROLINA

Municipality No. 333

After recording, please return to: Town Clerk, Town of Apex, P.O. Box 250, Apex, NC 27502

ORDINANCE NO. 2024-
ANNEXATION PETITION NO. 791
ENDERLINE PROPERTY - 308 THORN HOLLOW DRIVE - 1.1018 ACRES

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS
OF THE TOWN OF APEX, NORTH CAROLINA
P.O. Box 250, Apex, North Carolina 27502

WHEREAS, the Apex Town Council has been petitioned under G.S.§160A-31, as amended, to annex the area described herein; and

WHEREAS, the Apex Town Council has by Resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Apex Town Hall at 6:00 p.m. on December 10, 2024, after due notice by posting to the Town of Apex website, <http://www.apexnc.org/news/public-notice-legal-ads>; and

WHEREAS, the Apex Town Council does hereby find as a fact that said petition meets the requirements of G.S.§160A-31, as amended.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Apex, North Carolina:

Section 1. By virtue of the authority granted by G.S.§160A-31, as amended, the territory described in the attached property description and also shown as "Annexation Area" on the below identified survey plat is hereby annexed and made part of the Town of Apex, North Carolina, as of the date of adoption of this Ordinance on December 10, 2024. The survey plat that describes the annexed territory is that certain survey plat entitled "Annexation Map for the Town of Apex". Pin No. 0732-88-0285. Plat map print date October 2, 2024 and Land Surveyor dated October 2, 2024 and recorded in Book of Maps book number 2024 and page numbers [REDACTED], Wake County Registry.

Section 2. Upon and after the adoption of this ordinance, the territory described herein and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Apex, North Carolina, and shall be entitled to the same privileges and benefits as other parts of the Town of Apex. Said territory shall be subject to municipal taxes according to G.S.§160A-58.10, as amended.

Section 3. The Clerk of the Town of Apex, North Carolina shall cause to be recorded in the Office of the Register of Deeds of Wake County and in the Office of the Secretary of State at Raleigh, North Carolina and in the Office of the Wake County Board of Elections an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted this the 10th day of December, 2024.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Laurie L. Hohe
Town Attorney

Legal Description

Lying and being in White Oak Township, Wake County, North Carolina and described more fully as follows to wit: BEGINNING at the southern corner Lot 29 (B.M. 1983, Pg. 372), the northwestern corner Lot 26 (B.M. 1983, Pg. 372), and the northeastern corner Lot 25 (B.M. 1983, Pg. 372); thence South 26° 20' 47" West, 97.52 feet; thence South 34° 21' 12" West, 213.13 feet; thence a curve to the right North 44° 23' 18" West, 216.62 feet (chord), 455 feet (radius); thence North 47° 43' 55" East, 182.99 feet; thence South 85° 22' 30" East, 180.25 feet to the BEGINNING, containing 1.1018 total acres more or less. The above-described area is recorded in: D.B. 17226, Pg. 1750 B.M. 1983, Pg. 372 ~ Lot 25 PIN 0732-88-0285.

Page 3 of 3

STATE OF NORTH CAROLINA

COUNTY OF WAKE

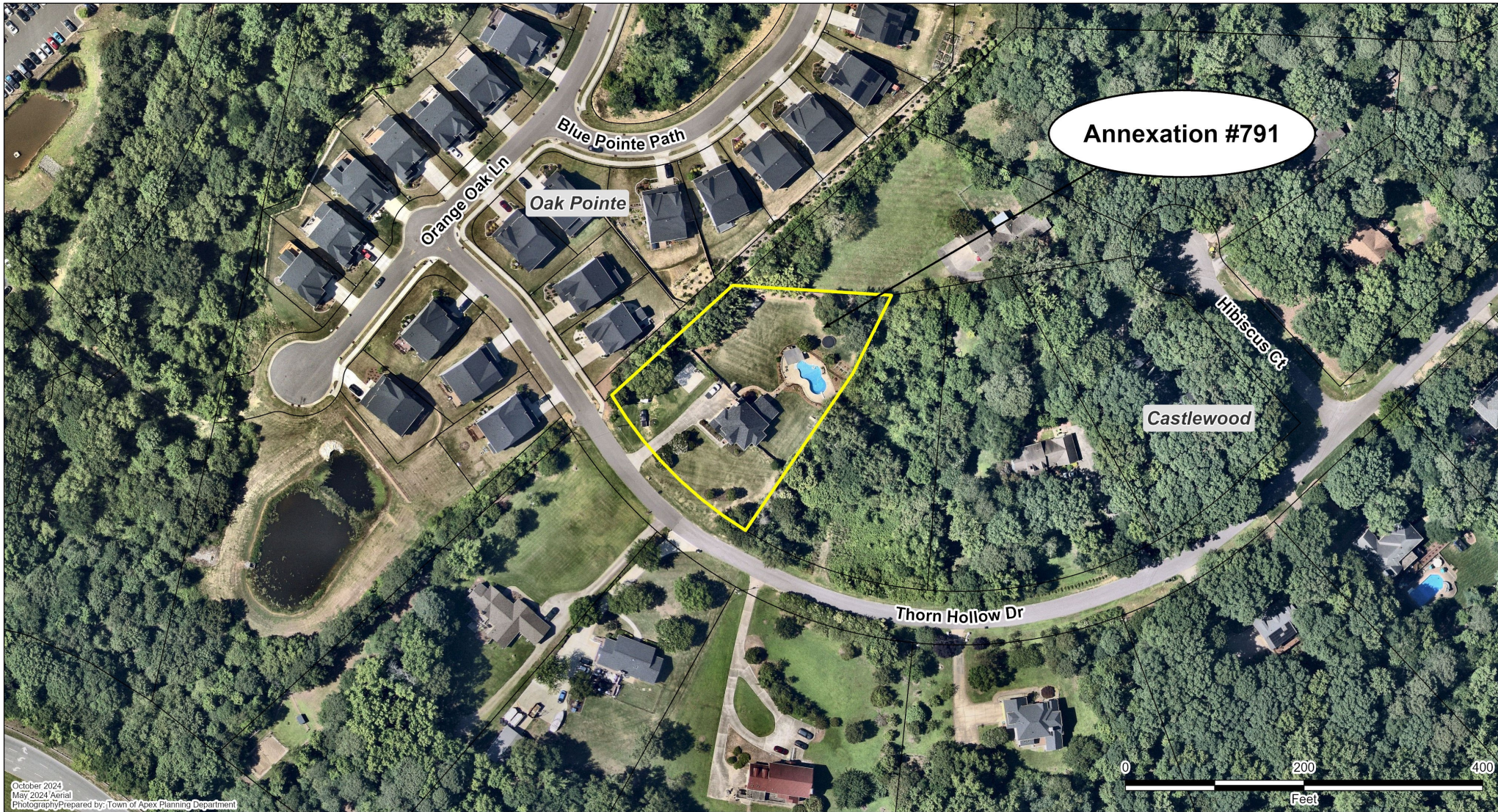
CLERK'S CERTIFICATION

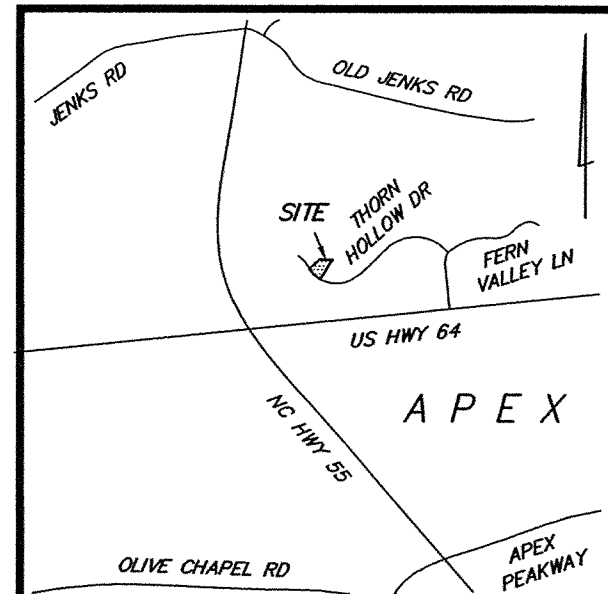
I, Allen L. Coleman, Town Clerk, Town of Apex, North Carolina, do hereby certify the foregoing is a true and correct copy of Annexation Ordinance No. 2024-_____, adopted at a meeting of the Town Council, on the 10th day of December, 2024, the original of which will be on file in the Office of the Town Clerk of Apex, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the Town of Apex, North Carolina, this the 10th day of December, 2024.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(SEAL)





VICINITY MAP (NOT TO SCALE)

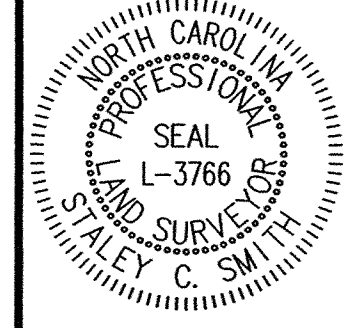
I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:

D.B. 17226, PG. 1750
B.M. 1983, PG. 372

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: N/A AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600)

THIS MAP OR PLAT IS EXEMPT FROM THE REQUIREMENTS OF G.S. 47-30 PURSUANT TO G.S. 47-30(j).

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 2ND DAY OF OCTOBER, A.D., 2024.



Staley C. Smith
Professional Land Surveyor
L-3766
License Number

(94)
B.M. 2019, PG. 1850

(93)
B.M. 2019, PG. 1850

OPEN SPACE # 1
B.M. 2019, PG. 1850
OAK POINTE HOMEOWNERS
ASSOCIATION, INC.
D.B. 18220, PG. 88

- LEGEND
- 308 - Street Address (Typical)
 - NCSR - North Carolina Secondary Road
 - PIN - Parcel Identification Number
 - R/W - Approximate Right Of Way Line (not surveyed)
 - Line Not Surveyed
 - Line Not Surveyed
 - Approximate Right Of Way Line (not surveyed)
 - Existing Town of Apex Corporate Limits (not surveyed)

RECORDED IN BOOK OF MAPS 2024, PAGE

ANNEXATION #
I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, Apex, North Carolina
certify this is a true and exact map of annexation adopted
the day of , 2024,
by the Town Council. I set my hand and seal of
the Town of Apex, , 2024.

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

(91)
B.M. 2019, PG. 1850

(92)
B.M. 2019, PG. 1850

THORN HOLLOW DR
NCSR 3076
B.M. 2019, PG. 1850
50' PUBLIC R/W ~ B.M. 2019, PG. 1850

(24)
JASPER R. MEDLIN, III
KAREN S. MEDLIN
D.B. 8950, PG. 915
B.M. 1983, PG. 372

(23)
CAMERON YATES
RONNA YATES
D.B. 16753, PG. 1398
B.M. 1983, PG. 372

ANNEXATION # 569
B.M. 2016, PG. 347

BEARING BASIS
182.99' E
N 47°43'55" E
IN
OUT

1.1018 ACRES TOTAL ANNEXED
NOT A PHYSICAL SURVEY

(87)
B.M. 2019, PG. 1850

(88)
B.M. 2019, PG. 1850

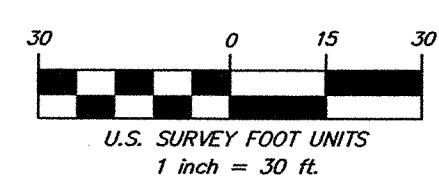
OPEN SPACE # 5 ~ B.M. 2019, PG. 1850
OAK POINTE HOMEOWNERS ASSOCIATION, INC.
D.B. 18220, PG. 88

(25)
D.B. 17226, PG. 1750
B.M. 1983, PG. 372

(29)
JOSEPH W. GREER
NELLIE M. GREER
D.B. 3778, PG. 674
B.M. 1983, PG. 372

(26)
MAHATAM SINGH
LALMUNI SINGH
D.B. 16279, PG. 1082
B.M. 1983, PG. 372

- NOTES:
1. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, AND EASEMENTS OF RECORD AFFECTING THE SAME.
 2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
 3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
 4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FOOT UNIT GROUND MEASUREMENTS.
 5. AREA DETERMINED USING THE COORDINATE GEOMETRY METHOD.
 6. APEX ZONING: RR (RURAL RESIDENTIAL) ~ CASE NUMBER 01TR208
 7. THIS MAP WAS PREPARED FOR THE SOLE PURPOSE OF ANNEXATION OF A MUNICIPAL BOUNDARY. THIS MAP SHOULD NOT BE USED TO TRANSFER PROPERTY SHOWN HEREON.
 8. SITE ADDRESSES: 308 THORN HOLLOW DR
APEX, NC 27523



ANNEXATION MAP for the TOWN OF APEX

JOSH ENDERLINE & DANIELLE ENDERLINE

WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LISTED OWNERS
(NOT A TITLE VERIFICATION)
JOSH ENDERLINE
DANIELLE ENDERLINE
308 THORN HOLLOW DR
APEX, NC 27523
PIN 0732-88-0285

**Smith & Smith,
Surveyors, P.A.**

P.O. BOX 457
APEX, N.C. 27502
(919) 362-7111
FIRM LICENSE No. C-0155

DATE
OCTOBER 2, 2024
SCALE 1" = 30'
DRAWN BY WBH
PROJ. NO.
2024-72

Smith & Smith Surveyors, P.A.
P.O. Box 457
Apex, N.C. 27502
(919) 362-7111
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at the southern corner Lot 29 (B.M. 1983, Pg. 372), the northwestern corner Lot 26 (B.M. 1983, Pg. 372), and the northeastern corner Lot 25 (B.M. 1983, Pg. 372); thence South $26^{\circ} 20' 47''$ West, 97.52 feet; thence South $34^{\circ} 21' 12''$ West, 213.13 feet; thence a curve to the right North $44^{\circ} 23' 18''$ West, 216.62 feet (chord), 455 feet (radius); thence North $47^{\circ} 43' 55''$ East, 182.99 feet; thence South $85^{\circ} 22' 30''$ East, 180.25 feet to the BEGINNING, containing 1.1018 total acres more or less.

The above-described area is recorded in:

D.B. 17226, Pg. 1750

B.M. 1983, Pg. 372 ~ Lot 25

PIN 0732-88-0285

This description was prepared for the sole purpose of annexation of a municipal boundary and for no other use.

NOT TO BE USED AS A SURVEY
OR TO TRANSFER ANY PROPERTY
DESCRIBED HEREIN

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: Annexation # 791 Submittal Date: 9-30-2024
Fee Paid: \$ 200.00 (septic fail) Check #: 1043

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Josh Enderline

Owner Name (Please Print)

919-215-6749

Phone

Danielle Enderline

Owner Name (Please Print)

919-368-4015

Phone

Owner Name (Please Print)

Phone

0732880285

Property PIN or Deed Book & Page #

joshenderline@gmail.com

E-mail Address

0732880285

Property PIN or Deed Book & Page #

dmenderline@gmail.com

E-mail Address

Property PIN or Deed Book & Page #

E-mail Address

SURVEYOR INFORMATION

Surveyor: _____

Phone: _____ Fax: _____

E-mail Address: _____

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 1.1

Population of acreage to be annexed: 4

Existing # of housing units: 1

Proposed # of housing units: 0

Zoning District*: ETJ

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐

Need sewer service due to septic system failure ☒

Water service (new construction) ☐

Sewer service (new construction) ☐

Receive Town Services ☐

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: Annexation #791

Submittal Date: 9-30-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Josh Enderline

Please Print

Danielle Enderline

Please Print

Please Print

Please Print

Josh Enderline

Signature

Danielle Enderline

Signature

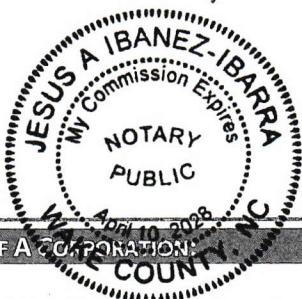
Signature

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Jesus A. Ibanez-Ibarra a Notary Public for the above State and County,
this the 30 day of, September, 2024.

SEAL



Jesus A. Ibanez-Ibarra
Notary Public

My Commission Expires: 4/10/2028

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20____.

Corporate Name _____

SEAL

Attest:

By: _____
President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County,
this the _____ day of _____, 20____.

SEAL

Notary Public

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS
Meeting Date: December 10, 2024

Item Details

Presenter(s): Dianne Khin, Director
Department(s): Planning

Requested Motion

Possible motion to approve an update to the Façade Grant Program to add Tier 3 grants.

Approval Recommended?

Yes

Item Details

At their September 17, 2024 work session, Town Council discussed adding Tier 3 grants to the Town's Façade Grant Program for large-scale exterior improvement projects initiated by property owners in the Downtown Festival District.

Staff updated the Façade Grant Application and program description and asked the Planning Committee for additional direction on details of the program at their November 14, 2024 meeting. Staff and the Planning Committee recommend approval of the updated Façade Grant Program with the inclusion of Tier 3 grants.

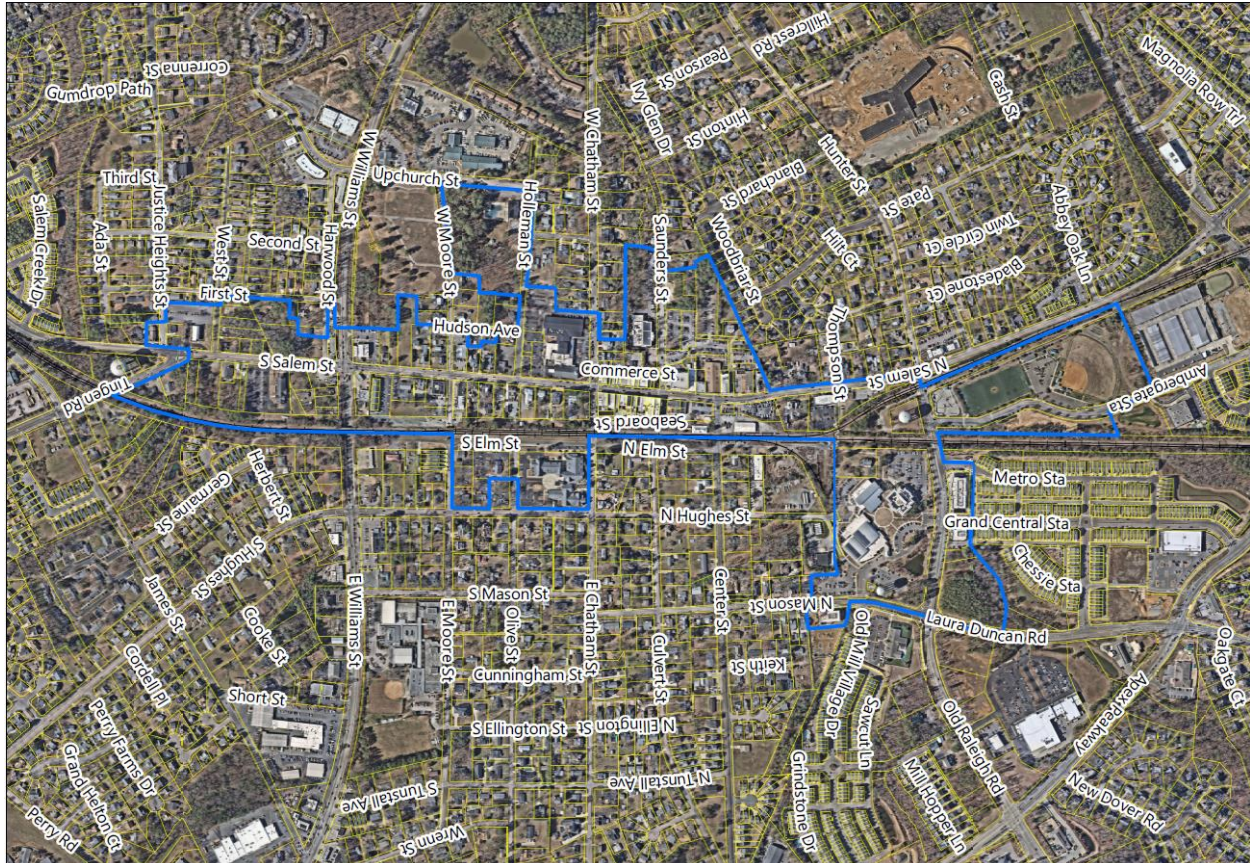
Attachments

- NB1-A1: Staff Report – Façade Grant Program – Addition of Tier 3 Grants
- NB1-A2: Façade Grant Program Application
- NB1-A3: September 17, 2024 – Town Council Work Session Meeting Minutes Approved
- NB1-A4: November 14, 2024 – Town Council Ad-Hoc Planning Committee Meeting Minutes DRAFT





The purpose of the Town of Apex's Façade Grant Program is to provide incentive funds in the form of a matching grant to tenants and/or property owners to increase rehabilitation activity and encourage appropriate, attractive improvements to downtown buildings and properties, thereby increasing their longevity and raising their property values. Properties must be located within the Downtown Festival District in order to be eligible for the matching grant (see map below).



The addition of Tier 3 grants to the Town's Façade Grant Program was proposed by staff and discussed by Town Council at their September 17, 2024 work session. Tier 3 grants are for large-scale exterior improvement projects initiated by property owners. Staff updated the Façade Grant Application and program description and asked the Planning Committee for additional direction on details of the program at their November 14, 2024 meeting. The revised Façade Grant Application is attached for your information. Highlights of the Tier 3 grants:

- The grant can provide up to 50% of the cost of the exterior improvements based on the following:
 - a. Up to a maximum of \$200,000 per property per fiscal year.
 - b. No more than \$300,000 can be issued to any one property for Tier 3 Projects within any 36-month period.

STAFF REPORT

Façade Grant Program – Addition of Tier 3 Grants

December 10, 2024 Town Council Meeting



- Tier 3 Grants are offered on a Quarterly Submittal and Award Cycle each fiscal year, beginning on July 1. All projects submitted within one of the quarterly award cycles will be considered by Town Council on their merits. It is at the Town Council's sole discretion whether to award a façade grant to one project, no projects, or multiple projects.

Quarterly Submittal and Award Cycle:

Quarter	Submittal Month	Town Council Meeting & Decision
1	July	September
2	October	December
3	January	March
4	April	June

- Tier 3 Projects may include elements shown in the Downtown Plan or proposed for Council consideration on publicly viewable portions of the property:
 - a. Streetscape elements matching Downtown Plan in public right-of-way.
 - b. Streetscape elements (pavers/bricks/bus stops) on private property.
 - c. Creation of patios or other outdoor service areas for public use and benefit on private property.
 - d. Permanent streetscape-style outdoor furniture (tables, chairs, benches, permanent planters not to include vegetation, etc.) for public use and benefit on public or private property.
 - e. Other Downtown Plan elements like catenary lighting, wall murals, ground murals, etc.
 - f. Public parking on private property.
 - g. Other significant improvements which in the Town Council's sole determination provide benefit to the general public or serve as a catalyst for future development.
- A façade easement and easement agreement is a requirement of the Tier 3 grant approval. The façade easement agreement shall be worked out between Town staff and the property owner prior to Council approval. The factors to be considered in the façade easement agreement shall include but not be limited to the following considerations:
 - a. Level of financial participation by the Town.
 - b. The type of façade/property improvements being proposed.
 - c. The term of the proposed easement; a higher funding amount should require a longer easement length.
 - d. Any other public requirements the Town would need/like to have in exchange for the Town funds.
 - e. Any expenditure of public funds must be for a public purpose.

STAFF RECOMMENDATION:

Planning staff recommend approval of the updated Façade Grant Program to include Tier 3 grants as described in the attached Façade Grant Program Application.

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

A Small Town Character Overlay District Exempt Site Plan application is required to be submitted concurrently with the Façade Grant application. The approval of the Small Town Character Overlay District Exempt Site Plan application shall occur concurrently with the Façade Grant approval.

For more information on the Façade Grant Program, please contact the Apex Planning Department at 919-249-3426 or planninginfo@apexnc.org.

1. The Façade Grant Program is designed to provide incentive funds to non-residential tenants/property owners to increase rehabilitation activity in the Downtown Festival District as shown on the attached Downtown Festival District map and described in Apex's Unified Development Ordinance (UDO) Section 12.2. The Façade Grant Program includes provisions for Tier 1/Tier 2 Projects, which are small-scale improvements often initiated by tenants or property owners and Tier 3 Projects, which are large-scale improvements initiated by property owners. See eligible projects within each Tier below.
2. **Tier 1 and Tier 2 Projects.** The grant can provide up to 50% of the cost of the exterior rehabilitation based on the following:
 - a. Tier 1 - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
 - b. Tier 2 – up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
 - c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
 - d. No more than \$10,000 can be issued to any one property within any 36-month period for Tier 1 and Tier 2 Projects.
 - e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.
 - f. Offered on first-come, first-served basis each fiscal year, beginning on July 1. Projects will be considered "submitted" once all required paperwork for the Small Town Character Overlay District and Façade Grant Program are provided to Town Planning staff. Incomplete applications will not be considered "submitted" until such time that a complete application package is received by Town Planning staff.
 - g. Tier 1 and Tier 2 grants may be used for the following types of renovation only:
 - Removal of false fronts (such as aluminum panels)
 - Repair or replacement of windows, doors, and cornices
 - Repair or replacement of façade materials
 - Repair or replacement of character defining architectural features
 - Repair, replacement, or new ADA accessible entrance (e.g. ramp)
 - New awnings
 - Decorative exterior lighting
 - Exterior painting
 - Design and construction costs

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

3. **Tier 3 Projects.** The grant can provide up to 50% of the cost of the exterior improvements based on the following:

- a. Up to a maximum of \$200,000 per property per fiscal year.
- b. No more than \$300,000 can be issued to any one property for Tier 3 Projects within any 36-month period.
- c. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.
- d. Offered on a Quarterly Submittal and Award Cycle each fiscal year, beginning on July 1. Projects will be considered "submitted" once all required paperwork for the Small Town Character Overlay District and Façade Grant Program are provided to Town Planning staff. Incomplete applications will not be considered "submitted" until such time that a complete application package is received by Town Planning staff. All projects submitted within one of the quarterly award cycles will be considered by Town Council on their merits. It is at the Town Council's sole discretion whether to award a façade grant to one project, no projects, or multiple projects.

Quarterly Submittal and Award Cycle:

Quarter	Submittal Month	Town Council Meeting & Decision
1	July	September
2	October	December
3	January	March
4	April	June

- e. Town Council approval is required for Tier 3 Projects. Planning staff will present the proposed Tier 3 Project as a New Business Item on the Council agenda per the Quarterly Submittal and Award Cycle above. Tier 3 Projects may include elements shown in the Downtown Plan or proposed for Council consideration on publicly viewable portions of the property:
 - Streetscape elements matching Downtown Plan in public right-of-way.
 - Streetscape elements (pavers/bricks/bus stops) on private property.
 - Creation of patios or other outdoor service areas for public use and benefit on private property.
 - Permanent streetscape-style outdoor furniture (tables, chairs, benches, permanent planters not to include vegetation, etc.) for public use and benefit on public or private property.
 - Other Downtown Plan elements like catenary lighting, wall murals, ground murals, etc.
 - Public parking on private property.
 - Other significant improvements which in the Town Council's sole determination provide benefit to the general public or serve as a catalyst for future development.
- f. A façade easement and easement agreement is a requirement of the Tier 3 grant approval. The façade easement agreement shall be worked out between Town staff and the applicant prior to Council approval. The factors to be considered in the façade easement agreement shall include but not be limited to the following considerations:
 - Level of financial participation by the Town.
 - The type of façade/property improvements being proposed.

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

- The term of the proposed easement; a higher funding amount should require a longer easement length.
 - Any other public requirements the Town would need/like to have in exchange for the Town funds.
 - Any expenditure of public funds must be for a public purpose.
4. Application requirements:
 - a. Completed Small Town Character Overlay District Exempt Site Plan application.
 - b. Completed Façade Grant application form signed by the property owner.
 - c. Photos of the structure showing the current condition.
 - d. Paint samples or fabric swatches for Tier 1 requests.
 - e. Detailed drawings and details of features including awnings, windows, doors, pavers, tables, chairs, benches, or other improvements.
 - f. Cost estimates from a qualified professional (e.g. Licensed contractor, mason, or professional painter or awning company). Cost estimates must be detailed in a line by line format.
 5. Applications must be approved before work begins or no funds will be disbursed.
 6. Planning Department staff have been granted authority to administer the Façade Grant Program process by Town Council for Tier 1 and Tier 2 Projects only. Town Council approval is required for Tier 3 Projects and shall be considered as a New Business item on a regularly scheduled Town Council meeting agenda per the Quarterly Submittal and Award Cycle above. Town Council allocates the funding for the grant program through the yearly budgeting process.
 7. Renovations must be completed within four (4) months of application approval for Tier 1 grants and eighteen (18) months for Tier 2 grants. In the Planning Director or designee's sole discretion, a one-time request for an extension of two to twelve months may be approved upon satisfactory explanation of the delay. Work for Tier 3 grants will be completed per the timeline specified by Town Council in their approval of the grant.
 8. Grant is to be calculated and used for exterior façades and publicly viewable portions of the property only.
 9. Grant amount shall be paid only when construction is completed and receipt(s) are submitted to the Planning Department. If the actual costs are less than the cost estimates, the maximum amount shall not exceed 50% of the actual costs and/or the dollar limits for Tier 1 and Tier 2 Projects, or 50% of the actual costs and/or the dollar limits for Tier 3 Projects. In no case shall a grant be issued higher than the originally-approved grant amount, unless re-approved for the higher amount by Town Council either before or after work has begun.
 10. Renovations on historic buildings shall follow the Secretary of the Interior's Guidelines for Rehabilitation of Historic Structures and applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*. Non-historic structures shall conform to the applicable regulations in the Unified Development Ordinance, Section 6.3 *Small Town Character Overlay District* and Article 9 *Design Standards*.

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

11. Eligibility Criteria:

- a. If a tenant will be doing the proposed work, the tenant must obtain the property owner's signature on the application.
- b. Tenants are not eligible for Tier 3 grants. Façade easements must be signed by the property owner.
- c. Only properties with existing buildings constructed more than 3 years prior to the date of application are eligible.
- d. Applicant shall agree at the time of Tier 1 and/or Tier 2 application to maintain the façade and may not receive a grant for the same work within any five-year period. Tier 3 Projects shall be subject to the terms of the façade easement.
- e. Improvements and/or rehabilitation must comply with all state and local regulations, including obtaining required building permits through the Building Inspections Department.
- f. Utility and mechanical equipment, if any, must be concealed or screened from view. Screening shall be of similar color and design as the building.

I have read the Façade Grant Program Information:

Applicant Signature

Date

FAÇADE GRANT PROGRAM APPLICATION

Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____ Submittal Date: _____

Hard Copy Submittal Requirements: (Submit to Planning Department)

One (1) copy of Façade Grant Application	11" x 17" Architectural Plans/Drawings
One (1) Small Town Character Exempt Site Plan Application	Material and/or color samples

Applicant Information:

Applicant: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Owner Information:

Owner: _____ Tax ID: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

Project Information:

Address: _____
Property PIN: _____ Owner or Tenant Occupied? _____
Amount of Street Frontage: _____ # of Floors: _____
Current Building Use: _____
Proposed Building Use: _____
Major Repairs Needed? _____
Cost of Overall Project: _____ Façade Grant Funds Requested: _____

Renovation Information:

1. Please provide as much detail as possible about the types and extent of renovations and/or exterior improvements to be completed. Attach separate sheet, if necessary.

FAÇADE GRANT PROGRAM APPLICATION
 Town of Apex, North Carolina



This document is a public record under the North Carolina Public Records Act and may be published on the Town’s website or disclosed to third parties.

2. On a separate sheet, provide a detailed cost estimate or construction bid for the façade renovation and/or exterior improvements. Once the work is completed, please provide the Planning Department with a copy of the receipt(s) for all labor and supplies. Façade Grant funds will not be released without receipt(s).

3. Please describe how these renovations and/or exterior improvements will significantly contribute to the historic character of the Downtown Festival District and what public purpose is served.

Owner/Applicant Signatures

I understand the limits and requirements of this program and if approved, agree to complete the project according to the approved plan (Tier 1 and/or Tier 2) and/or easement agreement (Tier 3). In addition, I shall indemnify and hold harmless, the Town of Apex from and against any and all claims, actions, causes of action, demands, damages, losses, costs, expenses, and compensation of whatsoever kind and nature which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen bodily and personal injuries and property damage and consequences thereof, which might result from any occurrence in connection with this grant.

_____	_____
Applicant Signature	Date
_____	_____
Owner Signature	Date
_____	_____
Staff Approval	Date

Conditions of Approval:
<ul style="list-style-type: none"> Please continue working with the Building Inspections Department and obtain a Building Permit.

APPROVED

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 17, 2024
3:30 P.M.**

The Apex Town Council met for a work session on Tuesday, September 17, 2024 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

This meeting was open to the public. Members of the public were able to attend this meeting in-person or watch online via the livestream on the Town's YouTube Channel:

[2024.09.17 Town Council Work Session - You Tube](#)

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Ed Gray

Councilmember Brett Gantt (*arrived late*)

Councilmember Arno Zegerman

Councilmember Audra Killingsworth (*arrived late*)

Councilmember Terry Mahaffey

Absent: None

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Demetria John

Assistant Town Manager Marty Stone

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Parks, Recreation, and Cultural Resources Director Craig Setzer

Special Events Manager Lisa Raschke

Planning Director Dianne Khin

All other staff members will be identified appropriately below.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 3:34 p.m., welcomed everyone, and led everyone in the pledge of allegiance.

[SPECIAL EVENTS PROCESS REVIEW]

Mayor Gilbert asked Town Manager Randy Vosburg to begin with the Special Events Process Review.

Town Manager Vosburg, thanked the Mayor and the Council. He said that there were two documents to review. He said that the first one was a slideshow, and one is the policy. He said that they were in draft form and that this presentation was for discussion. He thanked the Staff that have worked on this. He introduced Lisa Raschke, Special Events Manager of Parks, Recreation and Culture Resources Department, to give an overview of the Special Events Process.

Councilmember Gantt arrived at 3:36 p.m.

Ms. Raschke gave the following presentation on Special Events Process Review.

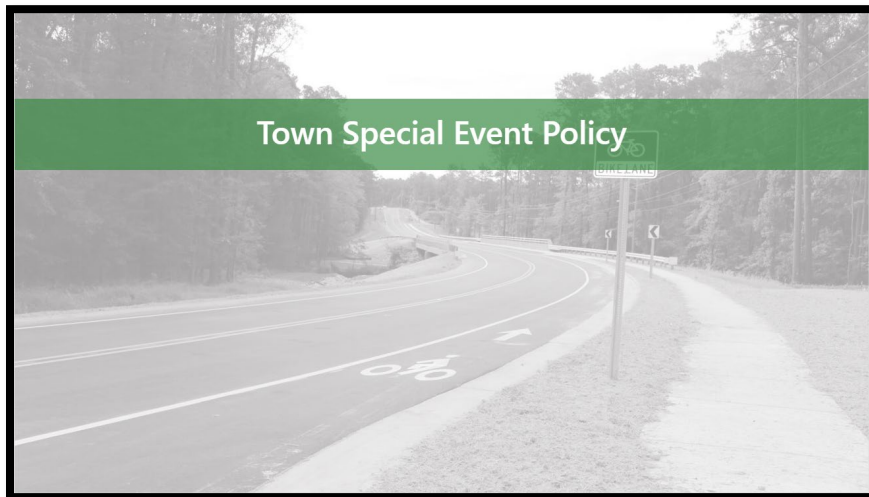
[SLIDE 1]



[SLIDE 2]



[SLIDE 3]



[SLIDE 4]



Ms. Raschke said that at this time it is at the discretion of the community organizer if they want to have political parties at community events. She said that Peakfest had allowed both the Republicans and the Democrats at the event. She said for Town events there was information in the policy that the Town may not want to have political parties at events.

Councilmember Mahaffey asked for clarity of what the political parties could not do.

Ms. Raschke said that all political parties can walk around and hand out fliers, but that they may not be allowed to be a vendor and set up tables. She said that there is no verbiage at this time about if there can or can't be political parties and they want to clarify the ordinance.

Councilmember Mahaffey said that makes sense, but that there could be organizations which are viewed as highly partisan and that they may want a table.

Ms. Raschke said that when the Latino Arts Festival had groups that wanted to do voter registration and she checked with Legal, and that were allowed. She said that when she gets requests, she asks Legal if it is safe to move forward. She clarified that they would not have political parties be able to table at the events.

Mayor Pro Tempore Gray asked what the concern is for having political parties.

Ms. Raschke said that the concern is trying to stay as nonpartisan as possible, and that once they say yes to one, then they say yes to all. She said that having some verbiage that say no political parties, and then she would work with Legal if there were questions. She said it would be up to the Council, but having parameters would help.

Town Manager Vosburg said that it went beyond political parties when you get an individual. He said that when there is an individual candidate is where there could be issues. He said the approach was not to allow any political parties at Town events but did open up for discussion.

Councilmember Zegerman gave examples of how this could be an issue. He said that they could not say one or the other parties can't participate. He added that this could go against the goal of inclusion, and some groups would have close political affiliations even if they aren't parties.

Councilmember Gantt asked Councilmember Zegerman to clarify.

Councilmember Zegerman said that March for Liberty could be an example.

Mayor Gilbert asked Town Attorney Laurie Hohe to speak.

Town Attorney Hohe said that this was like the Town's rules about signage on Town property, so that there is not an appearance that the Town is supporting one group or another or one candidate.

Mayor Gilbert remarked about the amount of events the town does.

Ms. Raschke said that anybody is welcome to be at the events but who the Town chooses to table is something different.

Councilmember Zegerman wondered if this was creating more problems. He said that asking Legal makes this an arbitration scenario.

Mayor Gilbert said that it puts the Town staff in the position to make decisions about this, and he doesn't like that.

Councilmember Gantt asked Mayor Gilbert if adding stronger language to the policy helps with that.

Mayor Gilbert said yes.

Director Setzer said space for vendors was also a concern, and the possibility of bad appearance if one party or candidate wanted to table and another didn't.

Town Attorney Hohe said that this would not prohibit them from coming to the event, talking to people, handing out fliers etc., it would only prohibit political groups/candidates from having vendor space.

Councilmember Mahaffey asked if a currently elected official who wanted to meet with their constituents be allowed to be a vendor.

Town Attorney Hohe said that it would still be a partisan political activity.

Councilmember Gantt said that they are effectively running all the time.

Councilmember Mahaffey said that he had some concerns that making judgement calls might not work. He said that that the only place where this is happening is a Community Festival so this is not actually happening today.

Councilmember Zegerman said he shared some concerns, but was willing to go with staff recommendations. He said that he did have concerns of proxies that now need to be checked instead of the party of the candidate alone.

Town Manager Vosburg said that this would also come up later in the discussion when sponsorships are talked about. He said that they would ask a little grace from Council and that they were going to navigate this the best way that they can. He said that there may be some things they don't know about an organization.

Mayor Pro Tempore Gray said that he liked where this was going but wanted to think about the benefits, consequences, and how this could create some unintended issues.

Councilmember Zegerman asked what language was added and the problem in regards to inclusion.

Councilmember Killingsworth arrived at 3:47 p.m.

Ms. Raschke said that she wanted to bring attention to the non-discrimination clause and that she was on a special event committee for Regional People of the Southeast. She said that they talk about inclusion and that all people are included in the festivals. She said it was a big focus for the event this year.

Mayor Gilbert asked if everyone was ok with this.

[SLIDE 5]

SECTIONS OF NOTE

Alcohol

Do you want alcohol allowed at Town Events?

- **Vendor Fee**
We surveyed other municipalities on their fees, which range from \$0 - \$500.00. All vendors face the same risks in attending an event. They do not have any guaranteed revenue and have to pay for a vendor fee, merchandise, supplies, and staffing up front. We currently charge the following rates:

TYPE	FEE
Non-Profit	\$0
Small Business	\$50
Commercial Business	\$100
Food Truck	\$100
Alcohol	\$300

- **Security** – The APD's direction is to have extra officers to patrol the ABC permit areas.
- **Social District** – Alcohol vendors prefer social districts where guests can walk more freely with their beverages.

Ms. Raschke said that there was alcohol at the Juneteenth event. She said she had 4 questions for Council. She asked if the Council wanted to allow alcohol at Town Events.

Mayor Gilbert said yes

Councilmember Killingsworth said yes.

Councilmember Gantt said no.

Councilmember Mahaffey said no, and that it was a liability issue for the Town.

Councilmember Gantt said that he thought that Town Sponsored events are supposed to be usually more family friendly and not just adults. He said that Pigfest is more adult focused, and it's a community event.

Ms. Raschke said that she has a table that shows what other municipalities are doing. She said that she wanted to know what direction the Council wanted to take and if they say yes to alcohol, then there are 3 other follow-up questions.

Mayor Gilbert asked what Cary was doing.

Ms. Raschke said that Cary does have a social district downtown, and they contract with a third-party, and everything goes through the third party. She said that Cary does not try to make any money off their vendors because they already have a third-party vendor that handles most of their events.

Councilmember Zegerman said that setting up alcohol vending at events is different than a social district.

Ms. Raschke said that the first piece is whether the Town wants to have alcohol at Town events.

Mayor Gilbert asked if there were any issues at the one that had alcohol recently.

Ms. Raschke said that there were no issues with alcohol.

Mayor Gilbert said that there can be alcohol on Town property in a Community Event. He asked what the difference was if this is on Town property for Town Event versus Community event.

Ms. Raschke said that we can't hold an ABC permit, so when they do it they assume liability. She said that what they were trying to put forward if we do have alcohol that the liability is with the vendor and not with the Town, which is part of the next question.

Councilmember Zegerman asked if most of the vendors already have an ABC permit and if that would have to be checked.

Ms. Raschke said yes. She said that most breweries already have an ABC offsite permit.

Mayor Gilbert said that there are police officers with the operation with alcohol.

Ms. Raschke said that was question number three. She said Apex goes a step above and beyond with security. She said that they have security at the event and if they have an ABC boundary, they have extra police that is determined by the Apex Police Department.

Mayor Gilbert said that his point was whether the Town sponsored the event versus Community events you still have to have police officers there to control the alcohol concern. He asked was the difference in the liability was if Apex was providing police, wouldn't the liability still be on Apex?

Mayor Pro Tempore Gray said that the concern is being associated with a community event that has to go through all of the ABC permitting. He said vendors would be doing this.

Ms. Raschke explained which types of vendors would have or have to get ABC permits and which ones are not allowed. She said it would vary by the vendor that would be chosen.

Mayor Pro Tempore Gray said that would be seems to be where the real limiting factor will be and the extension of the of the ABC permitting.

Ms. Raschke said that some municipalities just use local distributors, or Cary goes through the third party a lot.

Councilmember Zegerman asked what the impact on the Town for liability if Apex doesn't hold ABC permits, and what the expense for security was.

Ms. Raschke said that was a complicated question. She said that right now the Apex Police Department has security fees, but that could change. She said that is something that she would like Council to decide that. She said that if there are fees another question is would the vendor be responsible for the fees. She said that extra security is not mandatory, but Apex would like to have it and if they do have it who is going to pay for it. She said it would be Apex's responsibility for the alcohol fencing for Town events.

An APD Officer said that it's not required to have any police presence at any kind of event. That was something that the former Chief Police had extra police officers, but they do not have to have extra police officers there. He said the current Chief of Police doesn't have a strong feeling either way about extra police officers being there. He said it could save money, but that it is good having increased presence.

Town Manager Vosburg said in his experience, it's a good idea to have increased security if there is alcohol present.

Mayor Gilbert asked for consistency, by the size of events, how it is determined how many police officers you have and who holds that cost.

An APD Officer said supervisors control that area and then there are officers who walk the block. He said something on the Town campus like October Fest are small and the amount of people decides cost.

Mayor Pro Tempore Gray said that there had been community events that served alcohol. He asked if there was any tangible increase in fights, public issues or other unlawfulness.

Ms. Raschke said not that she had seen, not at October Fest or Pig Fest and that speaks to historically.

Mayor Pro Tempore Gray said that it is easy to say that we don't have those issues because we have a large police presence. He said he is not sure if that's a correlation not an official fact. He said that it was an interesting data point.

Ms. Raschke said that vendors are shying away from ABC permitted areas because they are not inclusive with the festival officially. She said that they are doing Festa Italiana differently and that all of Hunter Street is going to be the ABC permitted area and will be fenced off. She said that Raleigh, Cary and Fuquay Varina do have social districts. She said Wake Forest does not have a social district, but they are talking about having it again. She said that a lot of vendors don't like the idea of having to stay in a small area because they feel like they don't get as many sales and people are brought away from the event itself and it doesn't flow.

Mayor Pro Tempore Gray asked what the recommendation was from staff.

Town Manager Vosburg said that there were two issues. He said that the issues are liability and cost. He said the other piece is about the family feel of events and that's a policy decision.

Councilmember Zegerman said that he would like to keep it as a family friendly event, and his preference for Town events would be to exclude alcohol at the event. He said community events would have their own themes, and Town events were often cultural.

Councilmember Gantt said that he was still a no.

Mayor Gilbert asked if they were still on Town property.

Ms. Raschke said yes. She said they are exploring Hunter Street and the Town Courtyard.

Mayor Gilbert asked if the issue was the vendor of the alcohol and who has the liability.

Ms. Raschke said the vendors don't have a problem with the liability, but they have a problem with committing funds ahead of time without knowing ahead of time. She said that they feel like they don't make much money when it is roped off in an ABC area. She also said that they have to get to the event early.

Councilmember Zegerman said that is not the Town's responsibility to make sure that the vendors are profitable.

Councilmember Gantt said that there were 3 no's. He asked could they move forward.

Councilmember Mahaffey said that there were only so many festivals that Apex could have and at a certain point they have to define what is a Town Festival.

Councilmember Gantt asked Councilmember Mahaffey if he means how much it adds to the effort of for the Town.

Councilmember Mahaffey said yes, and scalability is another thing. He said there's 20 plus events that have be managed.

Mayor Gilbert asked if they were going to talk about community comments.

Ms. Raschke said yes, and that she received staff comments and organizations comments, and she just was looking for the Council to say where to go and what to do.

Councilmember Zegerman said to go through the commentary and then they could make a decision based on the complete picture.

Ms. Raschke continued with the presentation.

[SLIDE 6]

SECTIONS OF NOTE			
MUNICIPALITY	SOCIAL DISTRICT	VENDOR FEES	SECURITY
Wake Forest	No	Need board approval, liability policy, additional police officers, only beer & wine \$500 beer vendor \$300 wine vendor (talk about all moving to \$300)	PD determines numbers. For external events \$65/hr/officer plus one \$20 vehicle fee and the Organizer assumes the costs.
Fuquay Varina	Yes, but not in the main event space, only for a beer garden for one event	\$75/beer vendor (they only allow beer vendors for now)	Extra security is determined by PD. Payment comes out of PD budget
Holly Springs	They only have temporary social districts in pre-determined facilities at specific events like Hollyfest, the International Festival and SpringFest. Their cultural arts center has an ABC permit. The other areas are Ting Field (with the baseball team), Sugg Farm, and Womble Park.	\$175 for the larger events \$125 for the smaller events They are working towards increasing this price now. <i>At this time, they are only working with their three local breweries.</i>	The vendors are responsible for paying the off-duty officer fees.

[SLIDE 7]

SECTIONS OF NOTE			
MUNICIPALITY	SOCIAL DISTRICT	VENDOR FEES	SECURITY
Morrisville	Yes Patrons are limited to a designated sip and stroll area Only sip and stroll during event – doubles as Healthy Food Hub	No charge	2 officers at the beer garden plus traffic officers in the vicinity just in case. Town pays – usually takes an officer from another area
Garner	They do not allow alcohol at Town Events. The Downtown Association handles the events with alcohol within a social district; https://downtowngarner.com/social-district/	N/A	Extra security is determined by PD. Payment comes out of PD budget

[SLIDE 8]

SECTIONS OF NOTE			
MUNICIPALITY	SOCIAL DISTRICT	VENDOR FEES	SECURITY
Raleigh	Yes The Special Events Office handles only third-party or community events. At this time, they do not know of any City events that serve alcohol. The City provides additional trash bins to the event organizers and the event organizers decide if they want to participate in the social district	Up to the event organizer	Security is the responsibility of the event organizer

[SLIDE 9]

SECTIONS OF NOTE			
MUNICIPALITY	SOCIAL DISTRICT	VENDOR FEES	SECURITY
Cary	Yes	They contract through one food and beverage vendor who handles all of the food and alcohol sales for their venue. This is a multi-year contract so they do not start getting into any percentages for the Town until the number has several zeros after it. With that, they are not looking to make any money. They feel they are providing a service to their residents and guests. When they have a festival like the Pimento Cheese Festival, they defer to the <u>above mentioned</u> vendor. For Lazy Daze, they said it is too hard to get a percentage of sales because they have concerns about vendors being honest about their sales and they do not have the manpower to follow up. They find taking a percentage from smaller vendors is just too much work so they focus and rely on their one main food and beverage vendor.	They have on-site security with the park.


[SLIDE10]

ALCOHOL AT TOWN EVENT

JUNETEENTH ALCOHOL FEEDBACK

Re-Evaluate Vendor Fees for Alcohol Vendors

- "Alcohol vendors cannot guarantee a profit from an event. It is not a good business practice to have them create a loss before they have a chance to sell any product."
- "The overhead that an alcohol vendor faces to be a part of an event is different from any other vendor with an exception of food being the closest to it. They must provide their product, pay workers, pay for items they will be using to serve the public, and pay for an additional permit."
- "We understand that the town charges all vendors but being more business minded for Alcohol Vendors would be beneficial in cooperation. Charging them a percentage of their sales or just charging them the same \$100 fee as a food vendor."
- "Seeing what other municipalities are doing, looking into big events in the area that have a ton of alcohol vendors (such as Brewgaloo in Downtown Raleigh / Pimento Cheese Festival, Cary) and see what their protocols are, see what the industry average is for vendor payment, speaking with local alcohol vendors to hear what works best for them, etc. and providing that research to event committees to help aid them in their conversations with the alcohol reps."



Mayor Pro Tempore Gray asked if the fees were for the vendors to attend or the ABC fees.

Ms. Raschke said it is two fees. She said it is the vendor fees of \$300.00 and if they ask that they assume part of the cost of the off-duty officers.

Mayor Pro Tempore Gray asked if is separate from any ABC license.

Ms. Raschke said yes.

Councilmember Killingsworth said her preference was food and drinks be the same.

Councilmember Zegerman said that alcohol vendors would need to pick up the cost of the extra police.

Councilmember Mahaffey asked if other municipalities made the distinction between town events and community events.

Ms. Raschke said yes. She said that Raleigh doesn't do town events with alcohol unless they go with a partner. She said that their special events office only handles community third-party events. She gave other examples of what other communities do. She said it looks like other towns are picking and choosing except for Raleigh and Cary.

Councilmember Mahaffey asked if setting up a Social District would be easier for vendors.

Councilmember Gantt said based on Pig Fest people would love that.

Ms. Raschke said from personal experience that it would be easier. She said that when you have a Social District it would have to be worked out with the breweries if they would be part of it or not. She said there would have to be strict rules in place and some parameters, and they could allow downtown businesses to always participate.

Councilmember Zegerman asked to clarify that they were talking about the temporary Social District.

Councilmember Gantt said he would be in favor of a permanent Social District especially after the streetscape is finished.

Councilmember Zegerman said that's different.

Councilmember Gantt said he would lean towards wanting to do one before the streetscape was done, but especially after.

Councilmember Killingsworth asked if the list of fees were just for town events.

Ms. Raschke said yes. She said that the \$300.00 was mid-range.

Mayor Gilbert said that based on the concerns to pay fees and then also pay for security, he asked how the fees could be adjusted.

Ms. Raschke said Juneteenth used sponsorship money, but for other events it's more of a questions.

Mayor Pro Tempore Gray said that if they are going to have to pay for security, anyway, why not drop the price and treat a food truck and a beer truck the same.

Councilmember Mahaffey asked if it was a community event they could charge for what they want.

Councilmember Killingsworth said that she was in favor of allowing alcohol.

Mayor Gilbert said that maybe the organization doesn't have the foundation and support and funding.

Councilmember Zegerman said that he was still not in support of the alcohol. He said that if the organizer wanted to serve alcohol and it becomes a primary event then they can opt out of Town event and make it a community event.

Councilmember Mahaffey said that working on a temporary Social District may make it easier.

Councilmember Zegerman said he was ok with a temporary Social District.

Councilmember Gantt said he was still against it.

Mayor Gilbert said community events are still family friendly.

Councilmember Gantt said that Peak Fest was more family friendly than Pig Fest and part of it is the alcohol.

Councilmember Mahaffey said the point is there could be more flexibility to define family friendliness.

Councilmember Gantt said they have the flexibility.

Mayor Pro Tempore Gray said that he was leaning towards the distinction between community events and town events. He said he wasn't convinced alcohol at Town events was the right choice yet. He asked what the difference between something that's on Town property and the town event itself is.

Councilmember Gantt said it's the liability of someone consuming alcohol and getting in a car and killing somebody. He said the event can be on Town property but it's the Pig Fest who are responsible, and for the Town Event the Town is responsible.

Councilmember Mahaffey said that if you go through the list of towns that have a third-party, they all have a clever way of trying to find a way for the vendor to be responsible. He said that we will still be advertising. He said but we are the ones serving the alcohol, but if it is a Community Event we are just hosting and hosting and providing space. He asked if it's a Town event that's serving alcohol, who gets sued.

Councilmember Gantt said the town and the vendor would likely both be sued.

Ms. Hohe said that in either event the Town is likely to be sued but with the Community event there are things in place to shift that liability.

Mayor Gilbert asked to move forward. He said the consensus seemed to be for no alcohol at Town events.

[SLIDE 11]


ALCOHOL AT TOWN EVENTS

Re-Evaluate Vendor Fees for Alcohol Vendors

- "Providing research and or detailed reasoning behind fees. This would be helpful to share when in conversations with potential all vendors."

Off-Duty Officer Fees

- "If an event is a town sponsored event, the off-duty officer fees should be paid for by the Town because the Town will already assume responsibility for anything that happens in the permitted area. This should not come from sponsorship money. Having off duty officers is a safety requirement for the Town of Apex but is not mandatory by any legal statute in NC."
- "If, the town is to continue making it a requirement, they should have funds allocated to ensure safety is a priority. *The fees charged for all vendors (food, alcohol, vendor) can help pay for it as well when applicable.*"
- "Notation on special event policy that ensures refunds for all vendors when applicable (if an event is canceled by the town, etc.)"



[SLIDE 12]

SECTIONS OF NOTE

Sponsorship

Do you want to have sponsorship opportunities for Town Events?

- Grant Opportunities
Below are the Town's current vetting criteria. The Town will refuse a Sponsorship that:
 - is in conflict with Town's policies, regulations or rules;
 - includes alcohol, tobacco, firearms and/or gaming companies or distributors. These are not permitted absent special circumstances and approval by the Town Manager;
 - could disparage, impair, or adversely impact the mission, reputation, image, integrity, or best interests of the Town;
 - appears to create an **Endorsement** by the Town of a particular company, product, political candidate or position regarding public policies;
 - is considered to contain obscene, indecent or profane material; or
 - ridicules, exploits, or demeans persons on the basis of their race, color, religion, sex, sexual orientation, actual or perceived gender identity, age, national origin, disability, veteran status, or genetic information.

[SLIDE 13]

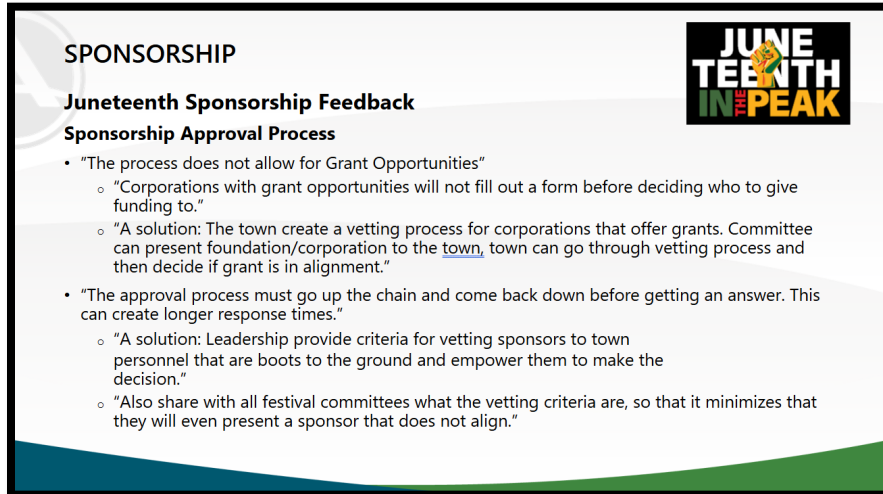
SECTIONS OF NOTE

Sponsorship

- Grant Opportunities Continued
When applying for grant opportunities, the Town considers the number of requests, the time commitment, and the need for checks and balances to maintain that a sponsor, donor or grant opportunity does not open up the Town for conflicts or liability.
- Approval Process
Each Town Cultural Event is unique in nature and logistics. A uniform incentive package that may not encompass of each of our Cultural Advisory Groups missions and visions. We could create standard incentive packages for each Town Cultural Event, however, events tend to evolve and it may be necessary to revisit the package each year in the event planning process.
- Online Payment Option
The Town has created an online payment option for sponsors, donors and vendors.
- Extra Funds
The Town will move any leftover Sponsorship monies forward, per event, for use the following year.

Ms. Raschke said the next section was sponsorships and she and Town Manager Vosburg continued with the presentation.

[SLIDE 14]



Councilmember Zegerman asked about the Turkey Run and if it was a Town Event.

Ms. Raschke said that this was a Town event, and she said it was an "in kind" donation.

Councilmember Mahaffey said that there was money given to the Town.

Ms. Raschke said this was her first year doing Turkey Trot.

Director Setzer said that there are sponsorship opportunities. He said with verbiage and vetting that is gone through, that's the concern and this could affect several different areas.

Councilmember Mahaffey asked if there was a demand for sponsorships.

Director Setzer said there were from local businesses.

Councilmember Mahaffey said that the work on the staff and the events are getting larger. He said he hears that the community wants to be involved.

Councilmember Zegerman asked if there was a way to separate the town events linked to sports team sponsorships.

Town Manager Vosburg said that for Juneteenth the committee worked to get the sponsorships and not Ms. Raschke.

Ms. Raschke said that she would take the inquiry and would pass it up and then process the money.

Councilmember Mahaffey said it's the vetting if it is endorsed by the Town that is some concern.

Councilmember Gantt said that is what bothered him the most.

Town Manager Vosburg said that if a company slipped through then we would be held accountable.

Mayor Gilbert asked what the expectations were from the sponsor.

Town Manager Vosburg said that this goes back to donations versus sponsorships. He said that the way they have tried to define sponsorship is that it's this for that. He gave an

example of if they sponsor, we are putting you on the back of a t-shirt or putting you on signs for promotion.

Mayor Pro Tempore Gray asked what other municipalities are doing.

Ms. Raschke said that she worked with Cary, they have a fully vetted process, and she worked with NC State and at the State level. She said that she worked really with Cary and they try to separate and have certain people that work at certain events. She said Cary gives the sponsors information, but they can't control how they handle their social media and what really happens.

Director Setzer said he knows that other towns operate with some forms of sponsorships.

Councilmember Zegerman said that it is just taking on more work by accepting sponsorships.

Mayor Gilbert asked if a third-party had been identified to help out with special events.

Ms. Raschke said that Officer Conley from the Police Department was here to talk about that from a police perspective. She said that she had talked to Public Works and Parks and Rec and that they were against it and didn't feel comfortable that to the third-party. She said that she would let Conley speak to the third-party police.

Officer Conley spoke about third-party perspective for PD and the challenges it creates.

Ms. Raschke said that they have the volunteer coordination but there are certain things they can't do. She said that she would talk about this later.

Mayor Gilbert asked if Ms. Raschke had the amount of time that would be scheduled to work on this.

Ms. Raschke said that they did track the number of volunteer hours monthly. She said that she did not have that information with her.

Mayor Gilbert clarified that he was asking about the sponsorships and the estimated time spent administratively.

Ms. Raschke said that the grant piece is very time-consuming. She said there is an approval process, there is an agreement and that goes to Craig and then it goes to Administration. She said that then the money has to be collected, which is the harder part. She said they should be on a strict deadline so that they will have the money on hand to spend while the event is still relevant.

Director Setzer said that the process for the application process was quick. He spoke on the application process.

Town Manager Vosburg said that it was not necessarily the time, it is the accountability of the sponsor.

Mayor Gilbert said he was fine with this.

Mayor Pro Tempore Gray asked if they were just looking for direction. He said he would like to explore sponsorship and would like to get more clarity. He said some of the finer details of the partnerships and basic details like what level of participation and who to align with would come at a later date.

Councilmember Mahaffey said that he was good with it as well. He said that it's traditional that community members, business, and individuals are able to participate in. He said that he trusted their judgement and if they miss something they will catch it on the back.

Councilmember Gantt said that he was a no. He said that he didn't like the idea of endorsing one local business over another.

Councilmember Zegerman said that this was being done to some degree. He said that he thought it was an opportunity to improve events with some additional funding and help get local events exposure.

Ms. Raschke asked if it was a yes to sponsorships and if the Council was ok with the checks and balances process that is in place.

Councilmembers said yes.

[SLIDE 15]


SPONSORSHIP

Sponsorship Approval Process

- "Uniform sponsorship package incentives that align with communications capabilities for all events. It provides a consistent experience for donors who are involved in other town events. The prices could vary depending on the event but having the incentives the same would be beneficial."

Sponsorship Process

- "Online option for Donors to pay on the spot. It is key to make the sponsor payment option as easy is possible for those interested. (We think this has been solved via Square but ensuring the capabilities will allow for online functions as well is important)"
- "Notation in the special event policy that states "leftover sponsorship money" from the previous year will float over to the next year. (It should not go into General Funding when specific festivals have worked to find and create partnerships) (We know that this has been resolved but want ensure it is written in the policy for other committees)"



Ms. Raschke continued with the presentation.

[SLIDE 16]


SECTIONS OF NOTE

CULTURAL ADVISORY GROUPS

Town

Cultural Advisory Groups are used as consultants for different Town cultural events such as MLK, Juneteenth, Indigenous Peoples Day, Latino Arts Festival and Holi. Each group would consist of PRCR staff and at least three and no more than 6 community members that serve 3-year terms. Their duties include:

- To assist in the development and production of defined Town of Apex Cultural Events such as the Martin Luther King Jr Commemoration Weekend, Holi Festival, Juneteenth, Latino Arts Festival, and Indigenous Peoples Day.
- To promote cooperative partnerships between the Cultural Events and the Town's merchants, vendors and residents.
- To serve as consultants for Town staff on cultural elements for the event such vendors, food options and performer suggestions.



Ms. Raschke asked the Council how they felt about opening up the Cultural Advisory Group to other community members that were interested in getting involved.

Councilmember Gantt asked what the status of the advisory group was.

Ms. Raschke said that they work with individuals with each event and that the idea is they would open it up to the community to help with the planning.

Councilmember Killingsworth said that her preference would be to have the majority of the members have vested interest in these events.

Ms. Raschke said that they would keep everyone that has been working on the event but allow others to come in.

Councilmember Zegerman said that this was more of an enforcement function. He said he wasn't sure what was trying to be achieved other than having people working together.

Ms. Raschke said that making sure that people in the community who want to have a voice and a part get the opportunity to.

Councilmember Zegerman said that this is inventing another procedure for people to work together when it's already in our control to invite people to conversations about events.

Councilmember Killingsworth said that it's giving the authority to say how many people will participate with each group in events.

Councilmember Zegerman said that he thinks that Ms. Raschke already has that authority.

Mayor Gilbert asked how much time it would take to create this process.

Ms. Raschke said that this is something that has just come up.

Town Manager Vosburg said that they have gotten conflicting feedback from the groups that we have talked about. He said that they would move forward if they had a consensus.

Councilmember Killingsworth said she was not in support.

Mayor Pro Tempore Gray said that he thought there was some value to having these advisory groups.

Councilmember Mahaffey said that if there are interests, then there could be more than one event.

Councilmember Gantt asked about these groups.

Councilmember Mahaffey said all of them. He said maybe six.

Town Manager Vosburg said that there would be some people that may ask why they weren't allowed to be on the committee.

Mayor Pro Tempore Gray said that there would be a natural bit of attrition.

Councilmember Mahaffey said that for sustainability of these committees for the long term need to cycle through new people.

Councilmember Zegerman asked how this would be managing the three-year term.

Councilmember Gantt suggested that Ms. Raschke could manage them and appoint them, and not the Council.

Ms. Raschke asked if this was okay to be informal.

Director Setzer said to be prepared to be approached because people want to be involved with events.

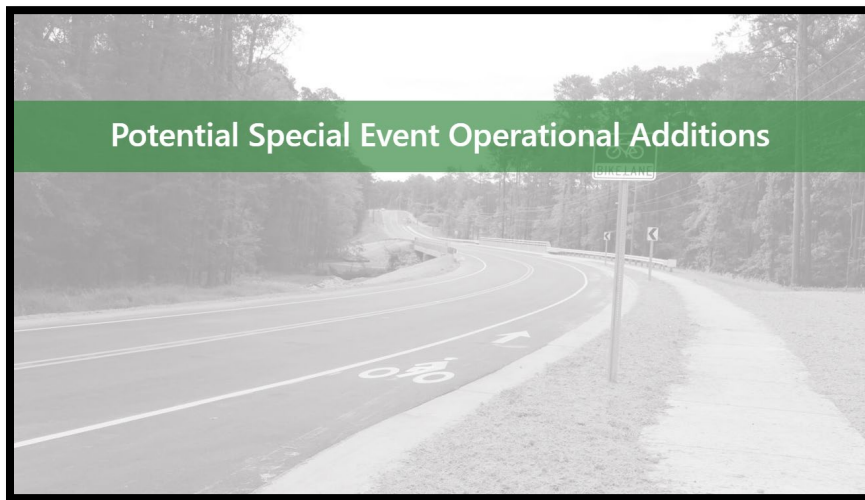
Mayor Gilbert said that he would like to be involved in some way because he has a connection with people.

Councilmember Zegerman clarified that it should be clear that as long as this is a Town event, there is no exclusivity. He said that this was too formal. He said that Ms. Raschke already had the authority to choose her partners.

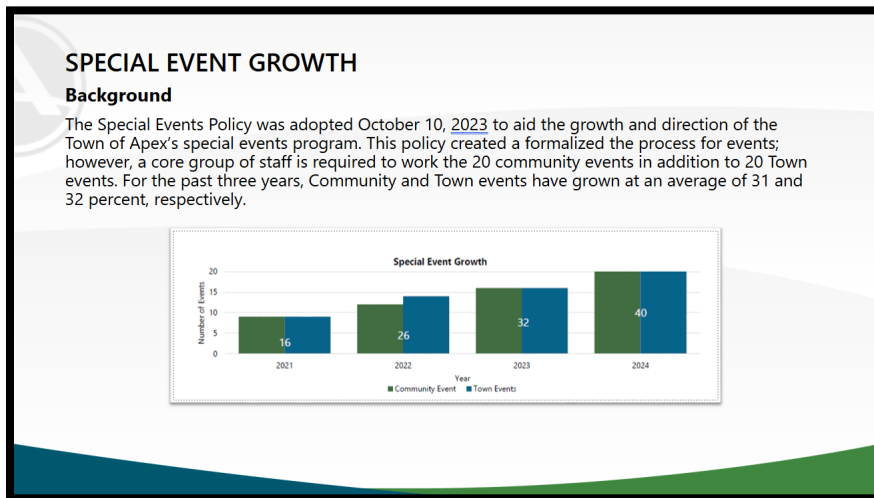
Mayor Gilbert said that there needed to be effective communication. He said that some communication had gone out but wasn't sure how far out into the community. He said working with the Communications team would be important.

Ms. Raschke resumed her presentation.

[SLIDE 17]



[SLIDE 18]



[SLIDE 19]

SPECIAL EVENT GROWTH

Background

Event staffing was previously assigned on a volunteer basis. The schedule and increased number of events, has resulted in required assignment to work events. The Town has modified special event pay and there has been feedback from staff regarding burnout and a lack of work life balance with total events that staff must work increased by 122 percent since 2021.

In addition to working during event hours, Town staff must work the hours before and after each event for set up and clean up. Previous attempts to contract out services for these events resulted in substandard service, and either required teams to supervise the work performed or supplement the services.

[SLIDE 20]

SPECIAL EVENT GROWTH

Background

The Town added a Volunteer Coordinator position in 2023 to encourage additional volunteer support which may alleviate some pressure on staff. However, volunteers cannot replace the need for Police, Fire, Parks Operations, or Public Works staffing.

[SLIDE 21]

ELECTRIC PEDESTALS

Town Hall Parking Lot Power

Events held on Town Campus do not require public road closures, but they impact the ability to operate the Community Center and Senior Center at full programming levels because the power boxes are located in the in the arc and Community Center parking lots. The addition of power boxes to the Town Hall side of campus would allow special events to shift location within the Town Campus without impacting the Community Center and Senior Center's programs or operations. This addition would cost approximately \$40,000 for materials and installation.

Councilmember Killingsworth said that she thought that they had already said yes to these. She said that they were trying to figure out where to put this all-around campus so that if they decided to shut down the entire campus to have events, they would be available.

Director Setzer said that was the original conversation that was recalled, but this would be addition to that.

Ms. Raschke said this was for the Town Hall.

Assistant Town Manager Stone said that it was two years ago, and this side was not discussed then

Councilmember Gantt asked if the electric pedestals on Saunders Street parking lot would be paid for as well.

Ms. Raschke said that was a different conversation and that this was just for Town Hall.

Councilmember Zegerman said that Saunders Street has them and they don't want them to be removed.

Councilmember Gantt said people may want to have events even more than Town Hall in the future behind that area.


Ms. Raschke continued with the presentation.

[SLIDE 22]

DEDICATED SPECIAL EVENTS TEAM

Parks Operation Crew

Parks and Recreation staff is required to attend all events so adding a four-person Special Events Team under park operations would alleviate pressure on existing staff. A Special Events Team would consist of four members: Park Operations Supervisor, Parks Operations Team Leader, and two Park Operations Workers. These positions would supplement Pleasant Park staffing needs when not working on event needs. Schedules for this team would be structured to include weekends to cover events. Three of these four positions are already identified in FY 26-27 of the staffing plan. The first year operating and personnel costs for adding this team would be \$500,000 and the recurring annual personnel costs moving forward would be approximately \$370,000.



Councilmember Zegerman asked the difference between a supervisor and a team lead.

Director Setzer said that a supervisor position would be the supervisor over all the crews plus the parks. He said that this would be an additional group at Pleasant Park, so he would be over at least two crews.

Councilmember Zegerman asked if this new crew would be part of next year's budget.

Director Setzer said that they would like to have it sooner, but it would be in the 25-26' budget.

Councilmember Gantt was concerned about the heat map and asked if she could spread out the events.

Ms. Raschke said she was the liaison between staff, the event organizer, Council and the Administration. She said that they would come to her for a town event or community event and then she would write it up and send it forward for approval. She said that she works with different departments, and they strategize and work on logistics of the events and then recommendations are made for approvals.

Councilmember Gantt asked if they have flexibility of the Town events.

Ms. Raschke said that most of them are standard. She said that if they are new then she processes and sends it for approval.

Mayor Gilbert asked Mr. Vosburg if there were any personnel issues with adding the new crew that was mentioned.

Town Manager Vosburg said that would go through the Personnel Committee and then through the budget process.

Mayor Pro Tempore Gray said that he wanted to consider whether or not the current model of how staffing these special events is operating under the assumption as if these things are not really happening. He said to make a more expansionist view so that they can make a real budget analysis as to what can be absorbed.

Councilmember Mahaffey said that there is a high-level demand for special events that is growing. He said that as the demand is growing, they are having an issue with saying no. He said there were probably another 20 other requests.

Ms. Raschke said that an algorithm so if they do keep adding events that they know every cycle so that they can stay ahead on resources and staffing.

Councilmember Mahaffey said that the solution is that the events run for a certain amount of town, and spin them off into a community event that the town supports, other than certain festivals like Fourth of July the Town would always do.

Mayor Pro Tempore Gray said that even if these events are limited there is still a substantial amount of staff time, effort, money and resources. He said that figuring out the max staffing and then decide what events can be added.

Councilmember Zegerman said that the other concern is the space the events are taking. He said that there may need to be a limit for capacity not just based on staff and dollars but also how many days of the year can resources be committed to these events. He said he wasn't sure how to be selective.

Mayor Pro Tempore Gray said that with every event there is still significant resources needed.

Councilmember Gantt said that there could be a score of the effort level is required and a desirability criteria.

Councilmember Zegerman said that desirability criteria can be tricky.

Ms. Raschke went through some of the events and said that lots of them are large. She said that working for these events and still having to work to prepare for future events.

Councilmember Killingsworth asked if there should be a cap on the events and a cap per month because this is an operation issue.

Town Manager Vosburg asked if they wanted to retract any events. He said we could decide we're holding the line on the events we have now. He said that they are at capacity for

events. He said that he thought it should be an analysis on what the Town does as core events and then have Community assisted events.

Councilmember Gantt asked what the difference in effort or money if it is a community event or Town event and also an event on the Town campus versus an event in downtown.

Ms. Raschke said yes there are differences. She said it depends on the numbers. She said trash is a big deal, and things like Peak Fest and Italiana Fest has a lot of trash. She said it is much easier if it is on campus, it's a lot easier to close campus. She said that it was because of police closing roads. She said the bigger the event the more food and more resources.

Director Setzer said that they always have issues with trash.

Mayor Gilbert asked if they had tried working with a third party.

Ms. Raschke said they had not, but they do have great support from Public Works.

Town Manager Vosburg said that needs to be looked at as we approach budget is a contraction option, especially to help with staff exhaustion.

Councilmember Mahaffey said that if they are worried about quality of service at the events, we can free up our Town staff to work at the events. He said that contracting the normal routine things, and have the town staff work on the special events in those cases.

Councilmember Mahaffey said that getting outside help could be part of solving the scaling issue.

Mayor Gilbert said this was a good conversation. He asked if there was one more slide.

Ms. Raschke continued with the presentation.

[SLIDE 23]

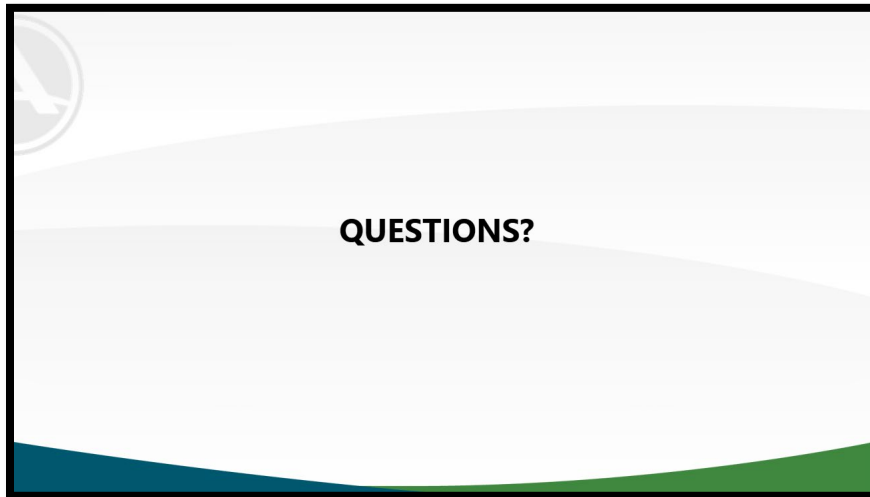
DEDICATED SPECIAL EVENTS TEAM

Special Events Intern

A partnership with the NC State Parks, Recreation & Tourism Department would provide internship opportunities in the spring and summer to support the administrative staff working special events and allow interns to learn about the Town and PRCR Department. Tasks would vary based on event but may include assisting with event planning and day-of event management, attending event planning and logistics meetings, answering event-related emails, analyzing event and volunteer surveys, communicating with volunteers, assisting with volunteer environmental work days, and maintaining a volunteer database. The interns would be paid at the Town's standard undergraduate intern rate of \$20/hour.



[SLIDE 24]



Ms. Raschke asked if the intern and pedestals were ok.
Council members said yes.

Mayor Gilbert called for a 10-minute break at **5:19** p.m.

Mayor Gilbert reconvened the meeting **5:30** p.m.

Mayor Gilbert announced that the discussion of the Zoning Condition Recommendations for Rural Areas would be moved to a Work Session during the Regular Town Council Meeting on September 24th. He stated that the meeting and discussion would be open to the public.

[FAÇADE GRANT PROGRAM DISCUSSION]

Dianne Khin, Director of the Planning Department gave the following presentation. She said this item was on the August 13th agenda. She said that she was asking for direction on potential changes to the Façade Grant Program. She said the decision points include the Façade Grant boundaries, the program funding limits, the individual project funding cap and eligible improvements.

[SLIDE 1]

Work Session Item No. 4

Façade Grant Program Discussion

APEX
NORTH CAROLINA

[SLIDE 2]

Possible Amendments to the Façade Grant Program

Staff is requesting direction from Council on potential changes to the Façade Grant Program.

Decision points include:

- Façade Grant boundaries
- Program funding limits
- Individual project funding cap
- Eligible improvements

APEX
NORTH CAROLINA

[SLIDE 3]

Façade Grant Boundaries

Current Façade Grant Program:

- Boundaries are the Downtown Festival District as described in the Unified Development Ordinance (UDO) and shown on the associated map.
- Boundary is primarily a UDO regulatory tool for outdoor service areas. The Façade Grant was expanded to this boundary as it was an easily identifiable boundary that encompassed a larger area of downtown than the Central Business District (prior Façade Grant boundary).
- If the Façade Grant Program is made available to a larger district, a Façade Grant Program Area would need to be determined.

Potential Changes to the Façade Grant Program (Council direction needed):

- Change the boundary to a separate Façade Grant Program Area?
- Change to Town-wide program?

APEX
NORTH CAROLINA

[SLIDE 4]



[SLIDE 5]

Program Funding Limits

Current Façade Grant Program:

- Staff approval
- First-come, first-served
- \$20,000 total budget

**Potential Changes to the Façade Grant Program
(Council direction needed):**

- Possible approval by Planning Board or Town Council?
- Keep approval process first-come, first-served?
- Authorize higher total program budget?

APEX
TOWN COUNCIL

Councilmember Gantt asked to clarify what was the purpose of this grant and if it had been around for a while.

Ms. Khin said that when she came in 1999 that it was already an existing grant program. She said at the time downtown was boarded up and lots of improvements needed to be made. She said that overtime as development and businesses moved in and folks improved it became more for visual improvements.

Councilmember Gantt asked if they were required to make improvements.

Ms. Khin said if there are changes of use. She continued with the presentation.

[SLIDE 6]

Individual Project Funding Cap - formula changes


Current Façade Grant Program:

The Façade Grant provides up to 50% of the cost of the exterior rehabilitation based on the following:

- a. **Tier 1** - up to a maximum of \$2,000.00 per façade for paint and awnings, or 50% of the cost, whichever is less.
- b. **Tier 2** - up to a maximum of \$5,000.00 per façade for structural improvements including window replacement, brick repair and repointing, door replacement, ADA accessible entrance improvements, and similar structural repairs or replacement, or 50% of the cost, whichever is less.
- c. Applicants can submit for one Tier 1 grant and one Tier 2 grant within the same fiscal year; if both are granted, no one property can receive more than \$7,000 in one year.
- d. No more than \$10,000 can be issued to any one property within any 36 month period.
- e. Total grants issued per fiscal year shall not exceed the amount budgeted for that given year.

Potential Changes to the Façade Grant Program (Council direction needed):

- Change the formula to be a percentage based on investment with a higher overall cap per project?
- Should investment considered in the cap represent just the exterior improvements or total cost invested in business?



[SLIDE 7]

Eligible Improvements

Current Façade Grant Program:

Eligible exterior improvements include:

- Removal of false fronts (such as aluminum panels)
- Repair or replacement of windows, doors, and cornices
- Repair or replacement of façade materials
- Repair or replacement of character defining architectural features
- Repair, replacement, or new ADA accessible entrance (e.g. ramp)
- New awnings
- Decorative exterior lighting
- Exterior painting
- Design and construction costs

Potential Changes to the Façade Grant Program (Council direction needed):

Change the program to allow additional improvements in the public space on private property, including but not limited to:

- Creation of patios or other outdoor service areas
- Outdoor furniture (tables, chairs, benches)
- Planters (recommend not to include vegetation as it is not permanent)
- Streetscape elements (pavers/bricks/bus stops) on private property
- Other Downtown Plan elements like twinkle lights, ground murals, etc.



Director Khin said that Town Attorney Hohe was asked to some research about Façade easements.

Town Attorney Hohe said that she wanted to give different mechanisms that the Council would have to help facilitate this program and potentially expand the program if that is the Council's desire. She said that some of the things that had been considered was a downtown revitalization project or projects Urban revitalization project, façade easements and other is an option of a loan. She went through each of these.

Councilmember Gantt asked if it was taxed higher for more services.

Town Attorney Hohe said that it could be, but not necessarily.

Councilmember Gantt said that's what he had heard commonly done in North Carolina.

Councilmember Zegerman asked if they tax in the Overlay District.

Councilmember Gantt said yes, and asked if it was different.

Town Attorney Hohe said yes. She said that this is more focused on public infrastructure, not urban revitalization.

Mayor Pro Tempore Gray asked if they could do an easement as well as policy if there was someone that wanted a larger project to offset the percentage. He asked the amount of the façade.

Town Attorney Hohe said that there would be two separate programs. She said one for the more traditional façade grants and the second one would be a higher level for easements.

Mayor Pro Tempore Gray said it may make sense as a sort of tier program for varying sizes.

Town Attorney Hohe said that the Council would have to determine what improvements they would want to see based on the third tier.

Councilmember Gantt asked from the legal standing of the façade grant is this better than what is currently being done.

Councilmember Zegerman asked why the \$20,000 is not being spent. He asked if there was any feedback from business or property owners why they are not taking advantage of the grant.

Director Khin said that they work with the people that are interested or the ones that submit a small-town character application which is required. She said that lots of time it is the business owner not the building owner that is interested. She said that the building owners would be much more interested in the façade easement with a higher dollar amount.

Mayor Pro Tempore Gray said that this would be more consistent and that also there could be negotiations on the façade. He said there would be more flexibility.

Councilmember Zegerman said that this is an investment in the Downtown area and making it more attractive for people to come. He asked how to determine if the project is a good investment for Apex. He asked if there was a guideline of the amount for the project.

Councilmember Killingsworth said businesses would be asking for different things, and they would need to talk about what the tier 3 looked like. She said this would be complicated and would need some work.

Councilmember Gantt said he was looking at the legal standing. He said that going to the higher dollar amount seems less risky. He said changing it in a way that would be better for everybody could be better.

Town Attorney Hohe said that Council has the authority to make infrastructure improvements. She said that the Downtown plan Street Scape could extend between Hunter Street and Williams Street. She said as far as easements there should be defined terms as to what the Town is willing to participate in to make sure that Downtown continues to thrive and expand. She said with the higher dollar amount needs to be a longer easement so that you get more of the public benefit. She said there would need to be some criteria and a cap for what the dollar amount would be.

Councilmember Zegerman asked what happens after five years to the easement.

Town Attorney Hohe said it would be terminated based on its terms.

Councilmember Mahaffey said that Town Attorney Hohe had found an example outside of North Carolina and asked if she was certain that we had the authority inside of North Carolina to require such an easement.

Town Attorney Hohe said that there are various avenues to take to require such an easement in North Carolina.

Councilmember Mahaffey asked if there would be an appraisal when acquiring the easement.

Town Attorney Hohe said that an appraisal can be requested at the value of the property in the current condition. She said that it may be difficult to get an appraiser that would give a dollar figure for the easement.

Mayor Pro Tempore Gray said that the Town could negotiate how much they feel is appropriate on a particular easement.

Town Attorney Hohe said that it will be fair across the board.

Councilmember Gantt said the easement would be voluntary. He said that the easement could be the value of the project or a portion of it.

Councilmember Gantt asked if the easements could be used for gathering space for people.

Councilmember Mahaffey asked if something like patios would be allowed and in the public benefit.

Director Khin said yes but they would have to keep it up to certain standards.

Councilmember Killingsworth said she liked this idea but would want to talk more about numbers, and only have it come to Council for tier 3.

Councilmember Zegerman asked if this would go to the Planning Board first or to Council.

Town Attorney Hohe said that it would be good to have a Public Hearing first, but it is not required.

Councilmember Gantt said that staff would be determining if the projects meet the criteria.

Councilmember Mahaffey said that it would be based on the project and if it is worth the money for the public benefit.

Councilmember Zegerman asked if it could be put on New Business for now.

Director Khin said that is what she would recommend.

Councilmember Killingsworth said that there would be a cap by the tiers.

Councilmember Gantt asked if they were changing the entire program to easements.

Councilmember Killingsworth said that everything else would stay the same.

Councilmember Gantt said that tier 3 is the biggest one and would have the easement.

Councilmember Mahaffey left the meeting at **5:57** p.m.

Director Khin said that she talked with Liz Loftin who administers the program and she assist applicants a lot through the process. She said applicants would be required to hire an attorney for an easement, and it may be worth that for a large project.

Town Attorney Hohe said that there is an opportunity to partner with the business that is renovating and pay them to do some street scape improvements while they are doing the improvements.

Councilmember Killingsworth asked about the total budget for this.

Town Manager Vosburg said that if the Council wanted to start the program now versus next budget year, so that would change based on when they wanted to start.

Councilmember Killingsworth said it seems like staff needs more time to work the details out. She said next year's budget may be best.

Councilmember Zegerman asked to see if there were any benchmarks to get funding.

Mayor Gilbert asked if there were opportunities to bring it back.

Town Manager Vosburg said that it would have to be looked at to see what would be involved.

Mayor Pro Tempore Gray said that he would be open to an amendment for funding if they had the answers in time.

Town Manager Vosburg said that he would bring it back to Council after he had looked into it more with staff.

Councilmember Gantt asked if this could be summarized.

Councilmember Killingsworth said that tier 3 would be for easements, on a first-come-first-served basis, and the amount has not yet been decided, and it would include some of the additional proposed uses.

Councilmember Zegerman asked what type of planters would be used. He said that the planters that can be picked up or get broken, so it may not be permanent.

Director Khin said that they are considered street furniture, and they are heavy.

Town Attorney Hohe said they wouldn't be included in an easement unless they were actually permanent.

Councilmember Killingsworth asked about the total budget.

Councilmember Gantt asked if they would be keeping tier one and tier two at \$20,000 and if the extra will be for tier three.

Councilmember Zegerman said that using 50% in tier one and tier two and then having a cap.

Councilmember Killingsworth said that it would depend on the project.

Councilmember Zegerman asked if there may be a certain budget amendment considering that this avoids certain future costs.

Councilmember Killingsworth said that they may not want a dedicated amount because of negotiating for these projects.

Town Attorney Hohe said that she would recommend some parameters and standards for consistency and fairness.

Councilmember Gantt said that someone may not want to participate but if it's temporary and less money, that it may be more desirable.

Town Attorney Hohe said that there would be a way to distinguish permanent improvements versus a temporary easement.

APPROVED | SEPTEMBER 17, 2024 TOWN COUNCIL WORK SESSION MINUTES

Councilmember Gantt asked if Seaboard Street would fall into this category.

Town Manager Vosburg said that they could be flexible on these projects. He said that a budget hasn't been set or the cap and they would come back with those to Council.

Councilmember Gantt asked if there had been projects rejected because of amounts.

Town Manager Vosburg said that he didn't think so. He said that he could ask Economic Development to see what they have experienced.

Director Khin said that on historic buildings it is typically \$1 million dollars that the owners are investing. If it is not a historic building, then it is not as many rules, it may be less money.

Ms. Bunce said that also the sidewalks have to be installed. She said that there is a lot that goes into improving and restoring buildings.

Town Attorney Hohe said that this is where most of these façade grant projects are.

Town Manager Vosburg said that in the concept of 50% of a \$1 million project this would have a substantial impact of possibly \$200,000.00.

Councilmember Gantt asked if this was for each project.

Town Manager Vosburg said yes.

Councilmember Zegerman asked how many projects were projected. He said that the idea is to expand the Downtown area and expanding the corridor. He said that there was still a significant amount of work that could be done for \$200,000.00.

Mayor Gilbert asked if there were any other questions.

Director Khin asked if there were any concerns about the current boundary for the expansion.

Council Members collectively said they were good with it.

Mayor Gilbert thanked the staff for all their hard work.

[ADJOURNEMENT]

Mayor Gilbert adjourned the meeting at **6:12** p.m.

Jacques K. Gilbert
Apex, Mayor

Allen Coleman, CMC, NCCCC
Town Clerk to the Apex Town Council

Submitted for approval by Apex Town Clerk Allen Coleman

Minutes approved on 8th of October, 2024 (CN7).

DRAFT MINUTES
TOWN OF APEX
AD-HOC PLANNING COMMITTEE MEETING
THURSDAY, NOVEMBER 14, 2024
9:00 AM

The Ad-Hoc Planning Committee of the Apex Town Council met for a Meeting in the Training Rooms on the Third Floor at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

This meeting was open to the public.

[ATTENDANCE]

Elected Body

Councilmember Brett Gantt, Planning Committee Chair

Councilmember Terry Mahaffey, Planning Committee Member

Town Staff

Town Manager Randy Vosburg

Deputy Town Manager Shawn Purvis

Assistant Town Manager Marty Stone

Planning Director Dianne Khin

Long-Range Planning Manager Shannon Cox

Senior Planning, Long-Range Transit Katie Schwing

Town Attorney Laurie Hohe

Town Clerk Allen Coleman

Legislative Assistant JP Parris

[WELCOME]

Councilmember Gantt welcomed everyone and reviewed the agenda.

[INFORMATION PROJECT UPDATES]

Director Khin provided informational updates Council had requested. She said there would be updates on land use and mobile homes coming. She spoke about the CDNC housing planning, the upcoming housing summit, and the comprehensive plan update that the Planning Department is working on. She said they have been looking at some of the concerns and discussions from the recent Work Session in regards to Rural Zoning. She said that once the Environmental Programs Coordinator is on board, they can look at that more deeply and get it finalized. She added some folks had been interested in properties on Raegan Road, and she is sharing the plan as a draft.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

Councilmember Gantt asked if the property on Raegan Road was near Tobacco Trail.

Director Khin said it was close to Stillwater

Councilmember Gantt asked if the comprehensive plan was similar to Advance Apex.

Director Khin said it was a full update of the planning jurisdiction, and Advance Apex was an update

Councilmember Mahaffey asked if this would come with the 2055 Land Use Map.

Ms. Cox said the RFP was out for that.

Councilmember Gantt said the advice has been to have things be part of rezonings without it necessarily being in the comprehensive plan.

Director Khin said it was easier for to look at certain things by property, and harder to do ordinance for the whole jurisdiction. She said zoning conditions had been very successful for environmental conditions, housing conditions, and more.

Councilmember Gantt asked if people have pushed back against requests that aren't in the ordinance.

Director Khin said they tell people to refer to prior council meetings to see what Council likes to see, and they would recommend denial if they are not working with staff.

[FAÇADE GRANT PROGRAM UPDATES]

Director Khin gave an overview of the updates included in the plan, and noted this was a final draft of the plan. She said they need some additional information on a couple of items (tier 3 projects max amount per project), and said they could word things about types of improvements funded either way.

Councilmember Gantt asked for the differences

Director Khin said overall improvements would be based on the full building, and not just exterior of the building. She said the cost of historic home conversion was close to a million dollars, but most of the cost was not for the exterior cost. She said staff would prefer basing on the broader public good, which would be more in line with the outside.

Councilmember Mahaffey and **Councilmember Gantt** agreed they would prefer to base it on exterior improvements only.

Town Manager Vosburg said that was how it was written in this draft.

Councilmember Mahaffey asked if she needed numbers.

Director Khin said yes.

Councilmember Gantt asked for examples, and how much people needed for exterior improvements.

Town Manager Vosburg said one entity he has spoken to is looking for a larger scale, in the range of several hundred thousand or more. He said Council said it could start next fiscal year, but this fiscal is also possible. He said the full amount funded may be different if beginning this year.

Councilmember Gantt said he doesn't think they need to worry about timing as much since this is long term.

Director Khin said that wording it as "up to a maximum" means they can budget lower.

Councilmember Gantt asked if this area was the same the small-town character overlay district.

Director Khin said it was in line with the downtown festival overlay district.

Town Manager Vosburg said the intent was for this to be a catalyst project, in order to kick off more development in extended areas. He said that supports a higher dollar program.

Councilmember Gantt asked work sessions on this, easements had been used

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Town Attorney Hohe** said she had drafted an easement form and a development
2 reimbursement agreement, for things like road improvements, or other improvements that are along
3 the lines of "standard" development adjacent to public need, as well as the façade easement
4 document. She said the primary issue with downtown properties is that most businesses are run by
5 tenants rather than the building owners, so the owners must sign that. She said they need to be
6 negotiated individually. She added that guidance from Council would be needed based on
7 parameters of public good for easement. She said that would help determine the length of
8 easement.

9 **Councilmember Gantt** asked if there was a concern about businesses moving in, getting a
10 grant, then closing soon after.

11 **Town Attorney Hohe** said property would still be bound by the easement, and the
12 improvements would need to be maintained. The town would also have a right to maintain it during
13 the remainder of the easement as well.

14 **Town Manager Vosburg** said it was written as a reimbursement, so the timing was not as big
15 of an issue.

16 **Director Khin** said it was set up as tier 1 and tier 2, where all work has to be approved and all
17 receipts submitted prior to reimbursement. She said typically there is more budgeted than
18 requested.

19 **Town Manager Vosburg** said they can set an amount and don't have to account for it right
20 now.

21 **Councilmember Gantt** said he was concerned about a lot of projects coming in and putting
22 pressure on what was budgeted.

23 **Councilmember Mahaffey** said they could budget for twice the maximum amount

24 **Town Manager Vosburg** said that in that case some would have to wait. He said all
25 businesses in an area wouldn't need to participate in this program, since it was meant to be for a few
26 businesses to be a catalyst for expanding development in that area.

27 **Councilmember Mahaffey** recommended 200,000 budgeted for project, and 300,000 for a
28 36-month easement. He said it would be debated more at Council. He asked about what happened
29 if a business went over the reimbursement that was requested/approved.

30 **Town Manager Vosburg** said that would be up to Council's policy.

31 **Director Khin** said as written it cannot be higher than originally agreed. She said tier 1 and 2
32 people have often split different projects in different years, so they would not request the full project
33 at once. She said they can write in something that allows flexibility above the original amount if
34 desired.

35 **Councilmember Mahaffey** recommended adding a fast track process to revise the number
36 with Council approval, if a project wanted to revise the budget above originally requested.

37 **Councilmember Gantt** asked if there was a concern about the first come first serve principal.

38 **Director Khin** said they can say no to a project if they wanted.

39 **Councilmember Gantt** asked about if it was legal to deny funding because of the type of
40 business requesting it.

41 **Town Attorney Hohe** said they could do that as long as they can express a
42 nondiscriminatory reason.

43 **Councilmember Gantt** said he was thinking about the scenario of something like a vape
44 shop submitting first.

45 **Councilmember Mahaffey** said the reasoning could that it doesn't provide enough public
46 good.

47 **Town Attorney Hohe** said yes, not seeing enough public benefit should work as justification.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Town Manager Vosburg** said setting it up like that speaks to the intent.

2 **Councilmember Mahaffey** said they could tie back things to the list of criteria in the policy.

3 **Town Manager Vosburg** said that this is different than zoning

4 **Director Khin** said they have used this program to get people to do more with the small-
5 town character overlay district.

6 **Councilmember Gantt** asked if the festival district was all within the small-town character
7 overlay district.

8 **Director Khin** said she believed so but would confirm.

9 **Councilmember Mahaffey** asked if more things should be added to section E in order to
10 provide firmer ground in a possible future denial. He asked if they could put in a
11 generic statement that the property use must be for the public good.

12 **Town Attorney Hohe** said yes, they could add something like that as a catch-all in section E.

13 **Councilmember Mahaffey** said he would like that, so the Council would be able to exercise
14 some discretion.

15 **Town Attorney Hohe** said she would work out language with Director Khin regarding that.

16 **Councilmember Mahaffey** said he worries about first come first serve language.

17 **Councilmember Gantt** said there are certain buildings they all want improved, but they may
18 not be the ones that apply first.

19 **Director Khin** said she agrees, but the guidance from the Work Session direction seemed to
20 be first come first served. She said applications could be received year-round, and all submittals
21 would be evaluated on their merits at a single time.

22 **Councilmember Gantt** liked that idea.

23 **Councilmember Mahaffey** agreed as well. He said a policy with maximum discretion for
24 Council would be ideal.

25 **Councilmember Gantt** asked about the number of buildings in the festival district.

26 **Director Khin** said she doesn't have an exact number, but it includes Salem Street, churches
27 in the area, and more.

28 **Town Manager Vosburg** asked if there was desire to begin this program prior to July 1,
29 2025.

30 **Councilmember Gantt** said they could pass the policy this year, then have everything from
31 January - June considered together at the beginning of July.

32 **Director Khin** said she would have to think about that, since it would be a lot of staff reports
33 needed at once.

34 **Councilmember Mahaffey** said they didn't necessarily need to review them all at once. He
35 said he doesn't want it to be too descriptive, and have decision in 4-6 weeks. He said worried about
36 3 coming in on same day. Issue is the FCFS requirement, that the deciding factor is arbitrary on
37 timing over quality.

38 **Councilmember Gantt** asked if they could do it monthly, and have discretion on what gets
39 selected within that time.

40 **Councilmember Mahaffey** said they could review applications around every 4-6 weeks, or 2-
41 3 Council meetings.

42 **Director Khin** said she was concerned about quick turnarounds for ones that come in on the
43 of the timeframe, and suggested doing quarterly.

44 **Councilmember Mahaffey** said he thinks that goes against Council's intent with this, and
45 wanted to try to keep it closer to 4-6 weeks.

46 **Assistant Town Manager Stone** suggested that a project would have to be submitted by the
47 10th of a month in order to be considered in the following month.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Councilmember Mahaffey** said he liked that idea.

2 **Town Attorney Hohe** said Raleigh has applications open for a month at a time, then the
3 award date is six weeks after that closing. She suggested that could be done quarterly.

4 **Director Khin** said she has never seen them submit everything they need when they submit
5 an application. She thought about the timings and said that would be doable. She said application
6 periods could be July, October, January, and April, and the second meeting of the following month
7 could be when it is presented to Council.

8 **Councilmember Gantt** asked if they had the budget for the project during this fiscal year.

9 **Deputy Town Manager Purvis** said it would be doable this year, and next year a full amount
10 will go into the budget. He said it could be pre-allocated for the audit.

11 **Director Khin** went back to the earlier map question from Councilmember Gantt, and said
12 there was a small portion that was in the festival district, but not in the small-town character overlay
13 district. She said new buildings do not qualify, and this area was not yet developed.

14 **Ms. Cox** said it looked to also include HSP and rest area.

15 **Town Manager Vosburg** asked if a January start would work.

16 **Director Khin** said it could be at the December 10th meeting.

17 **Deputy Town Manager Purvis** said Council could pass a certain amount they wanted to see
18 and they could work the budget around that.

19 **Councilmember Gantt** recommended a budget amendment.

20 **Deputy Town Manager Purvis** said it doesn't need to be that, Council just needs to give
21 them an amount they want to put towards it and they can work with it then. He said they would have
22 enough flexibility with a full number.

23 **Town Manager Vosburg** recommended funding up to 200,000 for the remainder of this
24 year.

25 **Councilmember Gantt** said it needs to be that amount plus the funding for tier 1 and 2.

26 **Director Khin** said those tiers were already funded in the current budget.

27 **Councilmember Mahaffey** said he was interested to see how it worked. He wondered if
28 there would be problems with banks with mortgages.

29 **Assistant Town Manager Stone** asked if this was only for commercial properties.

30 **Director Khin** said yes.

31 **Councilmember Gantt** asked how the mortgages worked with commercial.

32 **Director Khin** said it was pretty much the same.

33 **Town Attorney Hohe** said larger projects would have an easement agreement that would be
34 in place as part of the process, and that could be added on this item for approval as well.

35 **Director Khin** said there would be an item for the policy and wording, and then a
36 recommended value.

37 **Deputy Town Manager Purvis** said yes, they could do a budget amendment later if needed.

38 **Director Khin** confirmed the desire was for the policy to set tier 3 at 200,000 per property, and
39 300,000 if the easement was for 36 months.

40
41 **[TRANSIT BRIEFING]**

42 **Ms. Schwing** said they may be familiar with some things already. Ridership increased by 34%
43 year-over-year, but it seems to have plateaued a bit at the start of this Fiscal Year. She said they have
44 coordinated closely with GoCary on operations. She said the on-time percentage has gone down in
45 the past few months, which is not great, and they were getting closer to the mean percentage for
46 these types of services. She said vehicles have had breakdowns, which has required a replacement
47 vehicle to come in from Cary, impacting times. She added that Cary has had a lot of new operators,

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 so it takes some time to adjust. GoCary has also had a dip in FY 25, and GoTriangle and GoRaleigh
2 started charging fares, leading to less transfers.

3 **Councilmember Gantt** said the utility of an hourly route, in an area with lots of car ownership
4 creates a natural ceiling. He said adding routes may raise ridership some, but it's likely most people
5 have already decided if it's a good option for them or not.

6 **Ms. Schwing** said they have core riders who utilize it regularly, and some occasional riders.
7 She added that ridership on door-to-door service has increased, as awareness of the service has
8 increased and people have found use cases.

9 **Ms. Schwing** moved to item 2, regarding regional funding Apex utilized. This program has
10 been updated, and the process that happened in the spring was not adequate from Apex's POV.
11 Apex provided comments to CAMPO about that, and they were scoped out to be updated, but did
12 not get updated. Shannon convinced them that the program was not ready, and so they would be
13 working on the plan further. The updated PMP was not complete, and did not speak to the
14 necessary specifics that the town would need to properly utilize it.

15 **Councilmember Mahaffey** said it sounds like Apex is not getting a fair share of funds, and
16 the program is too restrictive.

17 **Ms. Schwing** said yes.

18 **Councilmember Mahaffey** said Cary is fully funded.

19 **Ms. Cox** said they still put in. She said they still fund from a prior agreement, but Apex is
20 funding now and getting this match.

21 **Councilmember Gantt** said he does not feel Apex is being treated fairly.

22 **Councilmember Mahaffey** asked about the calculation being based on tax dollars.

23 **Ms. Schwing** said yes.

24 **Councilmember Gantt** said he knew more was going out than coming in, and now there are
25 numbers to back that up.

26 **Ms. Cox** said it had not been addressed yes.

27 **Councilmember Gantt** asked about the Wake Transit Planning exercise.

28 **Ms. Schwing** said it was part of larger Wake Plan update. It was originally planned to do in
29 this funding cycle, but the interim update did not address enough of the issues. It's being rolled into
30 next year's application cycle, which will match more with Wake Transit Program update, as those
31 priorities are important to understand too.

32 **Councilmember Gantt** said there has been community pushback on money spent, but other
33 communities aren't doing this. He said a 50/50 match will not get those people on board, and the
34 overall money was not enough either.

35 **Councilmember Mahaffey** said there was pushback at the beginning for "empty busses",
36 and they could point to funding through grants and matches to counter that. As that dries up and
37 Apex puts more in themselves the pushback will be stronger.

38 **Councilmember Gantt** said a better funding match would relieve the need for graduation to
39 a different program, and they could double service for less.

40 **Ms. Schwing** said it looks like they are looking at adding more funding for CFA, and for the
41 mobility hub. She said they had previously been told those weren't eligible expenses. She said they
42 won't know until the final recommendations are out.

43 **Councilmember Mahaffey** asked when that would be.

44 **Ms. Schwing** said next fall.

45 **Councilmember Gantt** said that meant it would be January 2026 before funding levels might
46 change.

47 **Ms. Schwing** said yes.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Councilmember Mahaffey** asked if he wanted to hold off on expansion until then
2 **Councilmember Gantt** said yes.

3 **Councilmember Mahaffey** said he wanted expansion done this year.

4 **Councilmember Gant** mentioned Sunday service. He said they can push that to
5 Commissioners and wanted to know the specifics of what was needed.

6 **Ms. Schwing** moved on and talked about ADA service needs. She said the ADA service
7 agreement approved in June has been delayed. She said they have been trying to get the
8 agreement from Wake County since then, but it seems to be locked in Wake County's internal
9 processes. She said in late August Wake County access started renegotiating with their contracted
10 provider. She said they wanted to get that agreement done first, and then revise the June
11 agreement. She told them that staff wanted to ratify the one that was passed, and then change it if
12 necessary. She said this puts the town at risk, as they are currently doing the services like normal, but
13 are not under contract. She said it has also had spillover onto the Sunday service, because ADA
14 transportation has to be provided complimentary to the fixed routes, so both are paused. She said
15 they are not hearing much of anything from Wake County.

16 **Director Khin** said they cannot pay their invoices, but it seems their negotiations are not
17 going well. She said she has tried elevating it, but is not getting answers. She said she thinks it is
18 stuck in legal and she could reach out if appropriate.

19 **Town Attorney Hohe** said she could reach out to Wake County's Attorney

20 **Town Manager Vosburg** said he would talk to County Manager Ellis at their meeting soon.

21 **Councilmember Gantt** said he doesn't know why all the regional transit things are so
22 separate. He asked if in the Wake Transit Plan there is discussion about the effectiveness.

23 **Ms. Schwing** said not explicitly. She said there are some good and bad things with having
24 individual agencies.

25 **Councilmember Gantt** asked if this was common in the US.

26 **Ms. Schwing** said in legacy transit cities, many have things are internally organized. In newer
27 transit programs, contracting is normally the case.

28 **Councilmember Mahaffey** said the branding of all of the agencies was very confusing to
29 people.

30 **Councilmember Gantt** said he thinks it leads to fewer connections than there should be.

31 **Ms. Schwing** said they have discussed that internally, and she thinks there should be more
32 awareness for demand response. She said GoWake Access is trying to do a lot with not very much.
33 She said it is more efficient to contract with them for this service, but they are consistently
34 underfunded. She said they rely on a lot of grants with different requirements, and County processes
35 are quite complex and lengthy.

36 **Councilmember Gantt** asked if the county funded them outside of the sales tax.

37 **Ms. Schwing** said not much. She said the budget is very "cobbled together" from lots of
38 different sources, and that is very limiting to their overall budget. She said the people who use this
39 service have no other option of transit. She said people are often not able to get trips because of
40 capacity issues. She said she doesn't think County leadership knows about the full issue.

41 **Director Khin** said these are people who also cannot advocate for themselves, because they
42 can't get to the Council meetings. She said this is something that also really upsets her.

43 **Ms. Schwing** said the program was eligible for 20 new vehicles at a 90% match, but they
44 could not come up with their 10% match.

45 **Councilmember Gantt** asked if there was a pot of money for transit funds for long term stuff
46 like trains.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Ms. Schwing** said there was millions in the fund balance for Wake Transit. She said there are
2 internal struggles, and they are not sure leadership is aware of these issues.

3 **Councilmember Mahaffey** asked if they should talk to County Commissioners. He said
4 reading between the line it seemed like that was what was being suggested. He asked if he could be
5 armed with more data for a potential meeting. He'll look into setting up a meeting with the right
6 Commissioner, and he can speak to them about what funding they can look into pushing. He said
7 Randy could also speak with the Manager.

8 **Councilmember Gantt** said he would be happy to take part in that as well. He said it seemed
9 like they needed to fund transit more from the property tax. He said it seems too important to only
10 be funded by sales tax.

11 **Councilmember Mahaffey** said Commissioner Stallings could be very moved by the stories,
12 and someone like Calabria would be interested in knowing there was a lot of grant money left on the
13 table because of the lack of coming up with a relatively small local match.

14 **Ms. Cox** said some parts of the ADA would be more in line with CAMPO.

15 **Ms. Schwing** said the different organizations have different requirements for eligibility,
16 booking, paying, lack of transfer, etc. She said they have identified the issue with CAMPO on this
17 lack of coordination, but it doesn't seem to be treated with much urgency in the region. She said
18 there doesn't seem to be a desire to coordinate these further. She said it would require coordination
19 at the software level, sharing brokerage models, and much more.

20 **Councilmember Gantt** said he would think GoWake Access would cover the whole County.

21 **Ms. Schwing** said GoCary and GoTriangle were separate. Said they do stuff like Medicaid
22 trips and other outside trips for that, but not out of county. Apex is the only municipality that utilizes
23 it.

24 **Councilmember Mahaffey** asked if they could go outside of Apex jurisdiction

25 **Ms. Schwing** said they would have to coordinate separately

26 **Councilmember Mahaffey** wondered if the solution was for anyone to serve to any
27 jurisdiction and bill the correct authority afterwards.

28 **Ms. Schwing** asked Cary if they could operate door-to-door service

29 **Ms. Cox** said they could barely keep up with what they are already doing.

30 **Councilmember Gantt** asked about pricing out what Cary does.

31 **Ms. Cox** said it would be very expensive, and Cary does not recommend doing it either.

32 **Councilmember Mahaffey** asked if there was PTP service.

33 **Ms. Schwing** said anyone over 60 is eligible for the service, and they could anywhere within
34 Cary. She said there are conversations they are having with CAMPO staff to try and get this to the
35 right people, and she thinks there should be more urgency.

36 **Ms. Cox** said it's a worse problem for community funding areas, where there are overlaps
37 with three different providers, and there is not as much coverage. She said broader coordination
38 doesn't have the momentum.

39 **Councilmember Mahaffey** asked what agency would be the best to push on this.

40 **Ms. Cox** said CAMPO should have a regional role in making sure these transit projects works,
41 and they don't have a stake in funding for trips.

42 **Councilmember Mahaffey** said it seems CAMPO meetings seem very staff driven, and there
43 was not much action from the board. He said they can talk to the Mayor about talking to CAMPO.

44 **Ms. Cox** said they could give a heads up that it may come up at an executive board.

45 **Town Manager Vosburg** said he would brief the mayor.

46 **Councilmember Gantt** said at some point the town could become self sufficient

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Councilmember Mahaffey** said that wouldn't help with the coordination of the agencies. He
2 said it would be ideal for Apex to take people to Cary, and then be able to bill them. He said the
3 CAMPO idea was good, and it would be good to send the Mayor to CAMPO to help push that to
4 their board.

5 **Ms. Schwing** said there is a large amount of funding going into Wake Transit to help transit
6 in the region, but she said transit being so dependent on outside sources, people often work to the
7 expectations of those sources, and not towards meeting the needs of individuals. She said it gives
8 her optimism, but there is lots of work to be done.

9 **Councilmember Gantt** said Williamsburg, VA has a mobility hub with Amtrak and 10 bus
10 routes. He said they do have a college and amusement park, but there was a lot of great things they
11 were doing. He said they could look outside of the immediate area for ideas.

12 **Ms. Schwing** said VA spends a lot more of its state budget on transit than NC. She said Wake
13 Transit helps here.

14 **Councilmember Gantt** asked if the community train being on ice for a bit would open up
15 other things.

16 **Ms. Schwing** said yes, that would open up 3 billion dollars of capacity.

17 **Councilmember Mahaffey** asked if he thought it would happen

18 **Councilmember Gantt** said he thought S line would happen.

19 **Ms. Schwing** moved on to the transit prioritizing study update was being delayed, and
20 would now be planned for Summer 2025. She said they have not had the capacity, but they have a
21 new staff in place and are optimistic it would be ready for that timeframe. She said they hoped to
22 create priorities over the next 2-3 years using the survey conducted and data, and they would look
23 for Council approval to use as the guidance. She said this would be for FY 27 CFA funding
24 applications, but she thinks that may also be when the CFA budget expands. She said they are
25 currently constrained by the amount in the pot and the amount each municipality can receive.

26 **Councilmember Mahaffey** asked what the total amount was

27 **Ms. Schwing** said there was 1.6 million per year in the total pot, and some rolled over to the
28 next year. She said they are asking for 500,000, so they can't really expand with the caps in place.
29 She said it would not allow most CFA communities to even have a project. She hoped a lot of this
30 would be alleviated in FY 27 and they could be competitive for the 50% match. She said the more
31 projects come in from other municipalities, the less likely they will be to waive the 30% cap. She said
32 Fuquay may be coming in with something next year.

33 **Councilmember Mahaffey** said the amount to each municipality seems insignificant with
34 more municipalities.

35 **Ms. Cox** said Apex would like the 30% cap to be lifted, but other municipalities want to be
36 able to get some of the pot.

37 **Councilmember Mahaffey** said the overall pot just needs to be larger.

38 **Ms. Schwing** said other municipalities are doing less than 50%, and Apex is basically
39 subsidizing.

40 **Councilmember Gantt** said he also wants Holly Springs to do a local circulator to Apex.
41 Asked if 305 would be all day.

42 **Ms. Schwing** said 305 was now all day to Apex, but there will be all day to Holly Spring soon.

43 **Councilmember Gantt** asked about if there was anything that could be done now that they
44 know would be prioritized soon to help start service soon after FY27.

45 **Ms. Cox** said they could add frequency to route 1, but there isn't stops or route design, and a
46 new bus would take about 15 months to come in. She said they are talking with Cary to see if they
47 could use one of their spares.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

1 **Councilmember Gantt** said Transit Committee has concerns regarding Route 1.

2 **Councilmember Mahaffey** asked what those were.

3 **Councilmember Gantt** said it looks like the cost per boarding would go up, and could be
4 significant if the boardings also don't increase proportional.

5 **Councilmember Mahaffey** said the bookings would go up.

6 **Councilmember Gantt** said he thinks it may go up x1.5 instead of x2, and the cost per
7 boarding would get closer to 50 dollars each.

8 **Councilmember Mahaffey** asked if they could get the 50% match for it.

9 **Ms. Schwing** said she thinks they could but it's not guaranteed.

10 **Councilmember Mahaffey** asked when they would know results if they applied in January.

11 **Ms. Schwing** said April.

12 **Ms. Schwing** said they are meeting with Cary soon, but are unsure on comfort levels and
13 availability.

14 **Ms. Cox** said bus stops were designed in house by Adam Stephenson, so they could get
15 Right of Way earlier.

16 **Councilmember Mahaffey** said he wasn't concerned politically about a second route, as the
17 lead time is so long. He said it's a matter of when they want to increase the frequency.

18 **Councilmember Gantt** said he thinks it would end up being 3 30 minute routes, which would
19 be 3x the service.

20 **Councilmember Mahaffey** said he was fine to go with recommendations, but he wanted to
21 know what could actually be done now. He said if this was more local match funding, there may be
22 an argument to put the money in.

23 **Councilmember Gantt** said if they knew they would get an 80/20 match in FY 27, they could
24 plan.

25 **Councilmember Mahaffey** said there were things they could do now, and some things that
26 had barriers. He said they should just expand route 1 now if it was going to be such a long process.
27 He said he always felt 1-hour service was a barrier.

28 **Councilmember Gantt** said he doesn't think many people would ride on a 30-minute
29 schedule that don't use it now.

30 **Councilmember Mahaffey** asked if there was advertising regarding buses to festivals.

31 **Ms. Cox** said the new staff member coming into planning could help with that outreach.

32 **Ms. Schwing** said the management of some apartment complexes are more compliant with
33 sending out information to their residents about it than others, but new staff can help have more
34 direct outreach.

35 **Director Khin** said CDNC and their neighborhood tracking could be partnered with for this
36 as well.

37 **Councilmember Mahaffey** said there could be a targeted campaign to explain to people
38 how the service could help benefit them. He said he thinks 30 minutes would be helpful, particularly
39 for people using it work getting to work.

40 **Councilmember Gantt** asked if there was a tradeoff for funding for things like that versus
41 things like bus shelters.

42 **Ms. Schwing** said there is more flexibility for capital projects, because there is more
43 possibility for other funding.

44 **Ms. Cox** said they don't want to use LAPP for this again.

45 **Ms. Schwing** said they have waived the cap for capital expenses before since it is a one-time
46 expense.

DRAFT | AD-HOC PLANNING COMMITTEE
MEETING MINUTES NOVEMBER 14, 2024

Ms. Schwing introduced the final item, and said there would be a major comprehensive plan update coming, and transit would be a part of that. She said she wanted to talk about what the definition of success for transit would be for Apex as it pertains to transit, considering budget and other limitations. She said there is an opportunity to more clearly define success in Apex's context, and it would help explain the goals set and how they are hitting those. She said it's also a reality that the efficiency will not be as high as an urban setting like Raleigh. She said those are considerations that need to be accounted for. She also wanted to ask what expansion would look like being unsure how much the CFA would be moving forward.

Councilmember Mahaffey said in the short term it's important to double down on Apex Route 1, and to focus on the absolute number of riders. He said once that was solidified, things could be built and planned around that, as it would become major. He said they couldn't expand more routes if they were going to be empty. He said focusing on Route 1 would be the best thing to focus on within the next 5 years.

Councilmember Gantt said he thinks the opposite. He said he thinks coverage is more important, and there could be land use decisions based around it.

Councilmember Mahaffey said he agreed, but he thought about that in more a long-term scenario.

Councilmember Gantt said he thinks the cost per rider would be lower with adding Route 2 more than expanding Route 1.

Councilmember Mahaffey asked about what cost per rider accounted for.

Ms. Schwing said that was based on operations expenses, not capital.

Councilmember Gantt said there could also be parking decisions made when there are expanding bus services to those areas. He said it would go against arguments for parking expansion everywhere.

Councilmember Mahaffey said he agreed, but Route 2 to him would have a much longer lead time to getting everything running.

Councilmember Gantt said it seemed Councilmember Mahaffey wanted to do both, but one would be sooner.

Councilmember Mahaffey said yes, he would still want to do both as fast as possible. He said for route 2 there wouldn't even be capital expenses for a while. He said cost per boarding would be brought up as an issue, and absolute rider numbers could go against that.

Ms. Cox said getting public engagement would help develop this as well.

Councilmember Mahaffey said he looks forward to the plan coming together, and the Council is supportive of these goals.

Councilmember Gantt said other places should appreciate that expanding transit regionally helps them as well as the destination location.

[ADJOURNMENT]

Councilmember Gantt adjourned the meeting at 11:07 AM.

Councilmember Brett Gantt
Chair, Planning Committee

JP Parris,
Legislative Assistant

Submitted for consideration by Apex Town Clerk Allen Coleman.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: December 10, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION
Meeting Date: December 10, 2024

Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

"To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee"

Attachments

- N/A

