



REVISED AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, March 25, 2025 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

Governing Body 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 2025 Town Council Meeting Calendar Amendment

Allen Coleman, Town Clerk

CN2 Agreement - Central Pines Regional Council (CPRC) - Solid Waste Consortium - July 1, 2024 through June 30, 2025

John Mullis, Director, Public Works Department

CN3 Agreement - Traffic Review and Inspection Agreement - North Carolina Department of Transportation (NCDOT) - Old US Highway 1 at Holland Road and Friendship Road - Traffic Signal

Russell Dalton, P.E., Traffic Engineering Manager, Trans. and Infra. Dev. Dept.

CN4 Agreement - Terms and Conditions Accepting of Payment from the Aqueous Film-Forming Foam (AFFF) Public Water System Settlement Program

Lori Avent, Water Resources Specialist, Water Resources Department

CN5 Annexation No. 792 - Janix South - Jenks Road - 7.243 acres - Set Public Hearing

Allen Coleman, Town Clerk

CN6 Capital Project Ordinance Amendment No. 10 and Capital Project Ordinance Amendment No. 11 - Debt Proceeds and Interest Earnings For Facility And Recreation Projects

Amanda Grogan, Director, Budget and Performance Management Department

CN7 Council Meeting Minutes - February 25, 2025

Allen Coleman, Town Clerk

CN8 Tax Report - January 2025

Allen Coleman, Town Clerk

UPDATES BY TOWN MANAGER

PRESENTATIONS

PR1 Proclamation - Apex Rotarian Day - Tuesday, March 25, 2025

Mayor Jacques K. Gilbert

PR2 Proclamation - National Volunteer Month - April 2025

Mayor Jacques K. Gilbert

PR3 Special Recognition - Apex High School - Cheer Partner Stunt - 2025 State Champions

Mayor Jacques K. Gilbert

PR4 Special Recognition - Apex High School - Men's 100 Backstroke State Champion - 2024-2025 Champion

Mayor Jacques K. Gilbert

PR5 ADDED - Special Recognition - McKenna Hartman, Senior - Apex Friendship High School - Environmentally Friendly Dog Waste Bags

Mayor Jacques K. Gilbert

PR6 MOVED DOWN - Yard Waste Program Update

John Mullis, Director, Public Works Department

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 - None Scheduled

OLD BUSINESS

OB1 Social District Progress Update - Anticipated Effective Date June 1, 2025

Joanna Helms, Director, Economic Development Department

NEW BUSINESS

NB1 Town Council Committee Structure - Effective July 1, 2025

Allen Coleman, Town Clerk

NB2 Town Council Regular Meeting Agenda Format - Effective July 1, 2025

Allen Coleman, Town Clerk

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

CS2 ADDED - Mayor Pro-Tempore Ed Gray

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: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to amend the 2025 Town Council Meeting Calendar.

Approval Recommended?

Yes

Item Details

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting.

It is proposed that the 2025 Town Council Meeting Calendar be amended as follows:

- **CANCELLED** - Joint Collaboration Meeting between the Town of Cary and Town of Apex
 - Date: Monday, March 31, 2025
- **CHANGE** - Town Council Work Session - April 2025
 - Location From: Apex Police Department 205 Saunders Street Apex NC 27502
 - Location To: Apex Town Hall 73 Hunter Street Apex NC 27502
 - Date and Time Remain Unchanged
- **CHANGE** - Finance Committee Meeting
 - Date From: Tuesday, April 29, 2025
 - Date To: Monday, April 21, 2025
 - Location and Time Remain Unchanged

Attachments

- CN1-A1: Revised - 2025 Council Meeting Calendar No. 1
- CN1-A2: Revised - 2025 Text Calendar No. 1



Town Council 2025 Meeting Calendar

AMENDED

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	T14	15	T16	17	18
19	20	21	22	T23	24	25
26	27	T28	29	T30	31	
14th Pre-Budget Public Hearing/ Regular Mtg						
16th Rules Committee						
23rd Work Session						
30th Personnel Committee						

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	T11	T12	T13	14	15
16	17	T18	T19	20	21	22
23	24	T25	26	T27	28	
12-13. Annual Council Retreat						
18th Work Session						
19th Economic Development Committee						
27th Finance Committee						

March						
S	M	T	W	T	F	S
						1
2	3	4	5	S6	7	8
9	10	T11	12	13	14	15
16	17	T18	19	T20	21	22
23	24	T25	26	T27	28	29
30	S31					
6th Legislative Breakfast						
13th Personnel Committee						
18th Work Session						
20th Planning Committee						
27th Joint Finance/Personnel Committee						
31st Joint Collaboration Meeting w/Cary						

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	T8	9	T10	11	12
13	14	T15	16	T17	18	19
20	T21	T22	23	T24	25	26
27	28	29	30			
10th Rules Committee						
15th Work Session						
17th Joint Finance/Personnel Committee						
21st Finance Committee						
24th Finance Committee						

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	T8	9	10
11	12	T13	14	T15	16	17
18	19	T20	T21	22	23	24
25	T26	T27	28	T29	30	31
8th Budget Work Session						
15th Planning Committee						
20th Work Session						
21st Economic Development Committee						
29th Budget Work Session						

June						
S	M	T	W	T	F	S
1	2	T3	4	5	6	7
8	9	T10	11	S12	13	14
15	16	T17	18	19	20	21
22	23	T24	25	T26	27	28
29	30					
3rd Closed Session - Evaluation (Appointed)						
12th Joint Collaboration Meeting w/Holly Springs						
17th Work Session						
26th Finance Committee						
26th Closed Session - Evaluation (Appointed)						

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	T12	13	T14	15	16
17	18	T19	T20	21	T22	23
24	25	T26	27	S28	29	30
31						
14th Personnel Committee						
19th Work Session						
20th Economic Development Committee						
22nd Finance Committee						
28th Joint Collaboration Meeting w/County						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	T9	10	11	12	13
14	15	T16	17	T18	19	20
21	22	T23	24	25	T26	27
28	S29	30				
16th Work Session						
18th Planning Committee						
26th Rules Committee						
29th Joint Collaboration Meeting w/Morrisville						

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	T10	11
12	13	T14	15	T16	17	18
19	20	T21	T22	23	24	25
26	27	T28	29	30	31	
10th Council Strategic Planning Update						
16th Finance Committee						
21st Work Session						
22nd Economic Development Committee						

November						
S	M	T	W	T	F	S
						1
2	3	4	5	T6	7	8
9	10	11	12	T13	T14	15
16	17	P18	19	20	21	22
23	24	25	26	27	28	29
30						
4th Municipal Election						
6th Planning Committee						
14th Personnel Committee						
18th Work Session						

December						
S	M	T	W	T	F	S
	1	2	T3	T4	5	6
7	8	T9	10	11	12	13
14	15	T16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
3rd Organizational Meeting (Swearing-In)						
4th Rules Committee						
16th Work Session						

Town Observed Holidays	13
Regular Meetings	20
Work Sessions	11
Committee Meetings	24
Budget Hearings/Work Sessions	3
Joint Collaboration Meetings	4
Legislative Breakfast	1
CS - Evaluation (Appointed)	2

Retreat/Strategic Planning	3
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Total Meetings 68

MEETING LOCATION(S)

- P Police Department
- T Town Hall
- S Senior Center
- H Halle Cultural Arts Center
- O Other

68 Meeting days
2 Two meetings same day
68 Total Meetings

SPECIAL NOTE

Meeting Times, Location, Etc. are noted on the next page titled: "Apex Town Council Meeting Calendar for Year 2025 - Text"

Questions should be directed to the Town Clerk's Office
919-249-1260 or allen.coleman@apexnc.org



AMENDED
TOWN OF APEX TOWN COUNCIL
MEETING CALENDAR FOR YEAR 2025
TEXT Calendar

In accordance with North Carolina General Statute 143-318.12, a schedule of regular meetings shall be filed with the Town Clerk to the Town Council. The schedule must show the date, time, and place of each meeting. Questions should be directed to the Office of the Town Clerk by phone at 919-249-1260 or by email to allen.coleman@apexnc.org.

Special Accommodation Notice: Anyone needing special accommodations to attend the meeting(s) below 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.

Meeting Date	Type	Start Time	Location
Tuesday, January 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 16	Rules Committee	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 23	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, January 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, January 30	Personnel Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 11	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, February 12 <i>and</i> Thursday, February 13	Town Council Annual Retreat / Strategic Planning/ Budget Work Session	8:30 AM both dates	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 18	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street

			Apex, NC 27502
Wednesday, February 19	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, February 25	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, February 27	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 6	Legislative Breakfast	7:30 AM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Tuesday, March 11	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 13	Personnel Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 18	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 20	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, March 25	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, March 27	Joint Personnel and Finance Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, March 31	Joint Collaboration Meeting w/ Town of Cary	5:30 PM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Tuesday, April 8	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, April 10	Rules Committee	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
CONTINUE	CONTINUE	CONTINUE	CONTINUE

Tuesday, April 15	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, April 17	Joint Finance / Personnel Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, April 22	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, April 21	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, April 24	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 8	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 13	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 15	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 20	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 21	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, May 27	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, May 29	Budget Work Session	2:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 3	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 10	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street

			Apex, NC 27502
Thursday, June 12	Joint Collaboration Meeting w/ Town of Holly Springs	5:30 PM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Tuesday, June 17	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, June 24	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, June 26	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, June 26	Closed Session Appointed Personnel Evaluation	5:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 12	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, August 14	Personnel Committee Meeting	4:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 19	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, August 20	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, August 22	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, August 26	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, August 28	Joint Collaboration Meeting w/ Wake County	5:30 PM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Tuesday, September 9	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
CONTINUE	CONTINUE	CONTINUE	CONTINUE

Tuesday, September 16	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, September 18	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, September 23	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Friday, September 26	Rules Committee	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Monday, September 29	Joint Collaboration Meeting w/Town of Morrisville	5:30 PM	Apex Senior Center 63 Hunter Street Apex, NC 27502
Friday, October 10	Council Strategic Planning Update	12:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 14	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, October 16	Finance Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 21	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Wednesday, October 22	Economic Development Committee Meeting	4:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, October 28	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, November 6	Planning Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, November 13	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

Friday, November 14	Personnel Committee Meeting	3:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, November 18	Town Council Work Session Public Safety	3:30 PM	Apex Police Department 205 Saunders Street Apex, NC 27502
Wednesday, December 3	Organizational Meeting and Official Swearing-In Ceremony	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Thursday, December 4	Rules Committee Meeting	9:00 AM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, December 9	Regular Town Council Meeting	6:00 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502
Tuesday, December 16	Town Council Work Session	3:30 PM	Apex Town Hall 73 Hunter Street Apex, NC 27502

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

Requested Motion

Motion to approve a Memorandum of Agreement (MOA) between Central Pines Regional Council (CPRC) and Town of Apex, effective July 1, 2024 through June 30, 2025, for the purpose of participating in the Solid Waste Consortium and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Triangle Regional Solid Waste Consortium is a newly formed partnership of city and county solid waste departments aimed at developing strategies and regional approaches in the areas of solid waste collection and disposal, recycling, biosolids, composting, yard waste, and household hazardous materials. The scope of work can be found on the front page of the agreement. The total cost of services for this agreement is \$2078.23.

Attachment A is broad overview of surrounding municipalities budget.

Attachment B is the work plan for Fiscal Year 2024-2025.

Attachments

- CN2-A1: Memorandum of Agreement - Triangle Regional Solid Waste Consortium
 - Attachment A: Budget
 - Attachment B: Work Plan for FY 2025 (July 2024 to June 2025)



Memorandum of Agreement

Triangle Region Solid Waste Consortium

THIS AGREEMENT, made _____ by and between Central Pines Regional Council, hereinafter called the "Council", and the Town of Apex, hereinafter called the "Town." The Council and the Town shall collectively be referred to as the "Parties."

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments and for region-wide projects in Region J as empowered by the North Carolina General Statutes and by its Charter Resolution, adopted by all member governments of the Council; and

WHEREAS, the Town requests that the Council provide such technical assistance, as detailed in the following Scope of Work and further outlined in a yearly work plan; and

NOW, THEREFORE, the Council and the Town mutually agree to the following:

1. Scope of Work

The Town hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work below:

- a) Provide staff to convene the Triangle Region Solid Waste Consortium ("Consortium") and to facilitate communication and meetings among the Consortium members.
- b) Provide staff to work with Consortium members to develop governance structure and appropriate governance documents.
- c) Provide staff to conduct analysis and provide recommendations on behalf of the Consortium.
- d) Provide staff to work with the Consortium to develop a strategy on regional approaches in the areas of solid waste collection and disposal, recycling, biosolids, composting, yard waste, household hazardous waste, and other services that the Consortium determines is appropriate to study and/or develop strategies around.
- e) Provide staff to develop regional outreach and education related to recycling and solid waste issues.
- f) Provide staff to work with the Consortium to implement priority needs.
- g) Provide staff to develop Interlocal agreements and joint contracts and to, maintain, administer, evaluate, and monitor agreements and contracts for the provision of services or when any of these activities are deemed beneficial to the Consortium members.
- h) Develop a yearly work plan and budget, which will be approved by Consortium members each year.

2. Responsibility of the Town

- a. Town will provide appropriate representation to the Consortium and will actively participate in the Consortium's activities.

3. Length of Contract

The Council shall ensure that all services required herein shall be provided during the period beginning on July 1, 2024 and ending June 30, 2025.

4. Assignability

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or substitution, without the prior written consent of the Town or unless specifically contained in the Scope of Work set forth in Section 1 above.

5. Compensation and Method of Payment

The Town will pay the Council for the services provided hereunder as stipulated in the yearly work plan attached hereto. Inclusive in the amount are associated travel costs and expenses directly related to the project. The total cost of this Agreement is \$2078.23. Payment will be invoiced in July of each year. The "Effective Date" is that date upon which the last Party executes this Agreement.

6. Termination of Memorandum of Agreement for Cause

If, for any cause, the Council shall fail to fulfil in a timely and proper manner its obligations under this Agreement, or if the Council shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall have the right to terminate this Agreement by giving written notice to the Council of its intent to terminate at least thirty (30) days before the termination is effective. During the thirty-day notification period, the Council shall have the opportunity to remedy any failure or violations to avoid termination of the Agreement. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

7. Changes

The Town may request changes in the Scope of Work to be performed by the Council hereunder. However, suggested changes must be agreed upon by a majority of the then-active Consortium members. The changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement.

8. Records

The Council shall maintain financial records pertaining to this Agreement for (3) three years after termination of the Consortium or until disposal of records is allowed by the State of North Carolina Records Retention Schedule for Councils of Governments, whichever is longer.

9. Access to Records

The Council shall have access to appropriate records on file at the Town which are necessary for Council staff to fulfil the terms of this Agreement.

10. Interest of Contractor

The Council covenants that it presently has no interest and shall not acquire an interest, direct or indirect, that would conflict in any manner or degree with the performance of services performed under this Agreement. The Council further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed.

11. Findings Confidential

Any reports, information, data, etc., given to, or prepared or assembled by, the Council under this Agreement that the Town requests to be kept confidential shall not be made available to any individual or organization other than the Town, as required by law.

12. Complete Agreement

This Agreement contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

13. Applicable Laws

The Parties agree that this Agreement is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

14. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees, and agents against all claims for personal injury or property damage or both, including reasonable attorney’s fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Town agree to indemnify, hold harmless and defend the Council as well as its director, officers, employees and agents against all claims for personal injury or property damage or both including reasonable attorney’s fees and the cost of defense resulting or alleges to result from any act or omission of Town or its employee or agents in performing or failing to perform any of its obligations under this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed under seal on the day and year first above written.

Town of Apex

Central Pines Regional Council

By: _____

By: _____

Title: _____

Title: _____

Attachment A: Budget

Member Government	2022 ACS 5-year Estimate	Percent of Total Population	Base Amount	Dues Based on Population <small>(0.89 cents/capita)</small>	Total
Raleigh	465,517	19%	\$ 1,500.00	\$ 4,107.01	\$ 5,607.01
Wake County (Entire County)	1,132,103	47%	\$ 1,500.00	\$ 9,987.94	\$ 11,487.94
Durham	284,094	12%	\$ 1,500.00	\$ 2,506.41	\$ 4,006.41
Durham County (Unincorporated)	41,007	2%	\$ 1,500.00	\$ 361.78	\$ 1,861.78
Holly Springs	42,023	2%	\$ 1,500.00	\$ 370.75	\$ 1,870.75
Orange County (Entire County)	145,919	6%	\$ 1,500.00	\$ 1,287.37	\$ 2,787.37
Chatham County (Unincorporated)	63,977	3%	\$ 1,500.00	\$ 564.43	\$ 2,064.43
Cary	174,880	7%	\$ 1,500.00	\$ 1,542.87	\$ 3,042.87
Apex	65,541	3%	\$ 1,500.00	\$ 578.23	\$ 2,078.23
Total	2,415,061				
Total Contract Cost	\$ 34,449.58		\$ 13,500.00	\$ 21,306.79	\$ 34,806.79

Attachment B:
Work Plan for FY 25 (July 2024 to June 2025)
for the Solid Waste Consortium

Organizational Items

1. Work with local governments who intend to continue as or become Consortium members to secure executed Memoranda of Agreements by or around June 30, 2024.
2. Convene the members of the Consortium no fewer than six (6) times during the fiscal year. Staff will develop agendas, develop meeting notes, etc. Staff will work with the consortium to develop topics for 6+ meetings based on related topics of interest.
3. Continually update Microsoft Teams Website to house documents that will be relevant to consortium members including but not limited to contracts, RFPs, public messaging documents, etc. relevant to the goals of the consortium.
4. Work with the Consortium to develop governance documents as needed.

5-Year Strategy Development with Measurable Outcomes

1. In FY 2024 meetings were organized around the topics of: Food and Yard Waste Composting, Electric Vehicles, Landfills, and Recycling, to evaluate potential projects for a 5-year regional strategy. Currently individual members are pursuing related projects that could inform regional approaches. The results and outcomes will be monitored throughout FY25 to develop further regional action items.
 - i. Composting
 1. Food Waste Studies
 - a. Cary, Raleigh, City of Durham, Orange County food collection and feasibility studies
 2. Yard Waste Infrastructure Improvement
 - a. Apex's Capital Improvement Plan funding
 - ii. Electric Vehicles
 1. Cary's EV collection truck evaluation
 - iii. Landfills/Energy from Waste
 1. Wake County's Beyond the South Wake Landfill Study
2. As needed, create working groups that convene around the following topics in addition to regularly scheduled bi – monthly meetings. The intention of working groups is to help develop and execute action items that are of both short term and long-term interest for the consortium.
3. Continued review of successful regional solid waste efforts and formal long-term strategy development and arranged presentations as needed.

Grant Work Plan Items

1. Develop project concepts in first half of FY25 for grants and funding opportunities that can be jointly pursued, with particular emphasis on 2025 “Solid Waste Infrastructure for Recycling” and “Reduce, Reuse, Recycle Education and Outreach” grants offered by EPA.
2. Monitor NCDEQ Climate and Pollution Reduction Grant application to EPA. If NCDEQ is awarded, they may issue RFPs for Organic Waste Reduction, Waste Operations Electrification and Decarbonization, and Landfill Gas Reductions-related projects by October 2025. Begin identifying project concept to apply for by end of Q3 2024.

Additional Solid Waste Work Plan Items

1. Continued monitoring of trends and local, state, and federal policies that will affect consortium members’ operations.
2. As needed, identify areas where technical assistance and information on best practices can be provided (ex. Green-building procurement laws, LCID permitting, PFAS regulations)
3. Develop Fiscal Year 2025-26 Work plan and Budget for the Consortium’s consideration by March 31, 2025, and approval by April 31, 2025.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

Item Details

Presenter(s): Russell Dalton, PE, Traffic Engineering Manager

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve a Traffic Review and Inspection Agreement between North Carolina Department of Transportation (NCDOT) and the Town of Apex, for review and inspection of a new signal installation at Old US 1 and Holland Road/Friendship Road interstation and authorize the Town Manager or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

This Agreement provides for NCDOT review and inspection of new signal installation proposed by the Town of Apex at the Old US 1 and Holland Road/Friendship Road intersection consisting of wood poles and wireless connectivity to the Old US 1 and Humie Olive Road intersection. Before Apex's engineering consultant can design the proposed traffic signal for the Old US 1 and Holland Road/Friendship Road intersection, an Agreement and \$7,000 deposit is required for NCDOT to review the plans and inspect the traffic signal. Once it passes inspection it will be accepted by NCDOT for ongoing maintenance on the state highway system. The Agreement requires the Town of Apex to indemnify NCDOT against liability or claims in connection with the Agreement, a term that requires Council approval.

\$7,000 is an estimate intended to cover all potential billing by NCDOT staff, but the Agreement does not limit the total amount which will be billed to the Town if NCDOT exceeds that amount. The traffic signal design and installation is currently funded as a Capital Improvement Project which also includes a developer reimbursement toward roadway widening being constructed by Beazer Homes.

Attachments

- CN3-A1: Agreement - Traffic Review and Inspection Agreement DRAFT



AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: 2/14/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 36249.4987

AND

TOWN OF APEX

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): Review and inspect new signal installation at the Old US 1 and Holland Road/Friendship Road intersection in Apex, NC consisting of wood poles and wireless connectivity to the Old US 1 and Humie Olive Road intersection.

ESTIMATED COST TO OTHER PARTY: \$7,000

PAYMENT TERMS: The Town of Apex will submit payment upon execution of this Agreement.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Apex, hereinafter referred to as the **Developer**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Developer** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Developer** has requested that the **Department** to perform work as stated in the scope; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Developer** as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** and/or the **Developer** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and/or maintenance as shown in the **PROJECT DELIVERY** Provision.

B. DEVELOPER

The **Developer** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. DEVELOPMENT OF PLANS

Project plans and traffic signal designs shall be prepared by the **Developer**, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/TruTraffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards

and specifications. Said plans and design shall be submitted to the **Department** for review and approval prior to any work being performed by the **Developer**.

B. PURCHASE OF EQUIPMENT:

The **Developer** shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the **Department**. The **Department** reserves the right to reject the use of any equipment and materials it deems functionally inferior.

C. RELOCATION OF UTILITIES:

The **Developer** shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the **Department**.

D. RIGHT OF WAY

It is understood by the **Parties** hereto that all work shall be contained within existing right of way. However, should it become necessary, the **Developer** shall provide any required right of way and/or construction easements at no liability whatsoever to the **Department**. Acquisition of right of way shall be accomplished in accordance with State procedures. The **Developer** shall indemnify and save the **Department** harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

E. CONSTRUCTION / INSTALLATION

The **Developer** shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the applicable NCDOT "Standard Specifications for Roads and Structures", "Roadway Standard Drawings", and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:

- i. All Preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the **Developer**.
- ii. No work shall be performed by the **Developer** prior to approval of the traffic signal design by the **Department**.
- iii. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.

- iv. The **Department's** Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
- v. During installation of the signal equipment, the **Department** shall inspect the work being performed by the **Developer** to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
- vi. Upon completion of the project, and prior to final acceptance by the **Department**, the **Developer** will furnish to the **Department's** Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
- vii. Prior to final acceptance by the **Department**, the Division Engineer shall have the right to make a final inspection of the completed work.
- viii. Failure on the part of the **Developer** to comply with any of these provisions will be grounds for the **Department** to terminate the project.
- ix. The **Developer** agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 90 Days of notice to proceed.
- x. The **Developer** shall install thermoplastic pavement markings where pavement markings are required on the project.

F. MAINTENANCE

- i. Upon completion of the project, the **Department** shall own the traffic signal. Control and maintenance of the traffic signal will be accomplished in the same manner as maintenance of other state system signalized intersections.
- ii. In the event of damage to the metal poles, the **Department** shall install "in-kind" metal poles if funding is available from the damage claim or the **Developer**. However, if said funding is not available, the **Department** reserves the right to install wooden poles in lieu of metal poles (if applicable).

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

- i. The estimated cost of the Project is \$7,000. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Developer** shall reimburse the **Department** 100% of the actual cost of all work performed by the Department, including administrative costs.

- iii. The **Department** may consult with the **Developer** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Developer** is offered as a courtesy to apprise the **Developer** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Developer** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE DEVELOPER

- i. The **Developer** shall submit payment for \$7,000 to the **Department's** Fiscal Section upon execution of this Agreement, in accordance with the attached "Remittance Guidance".
- ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Developer** of any additional down payment needed.

C. ADJUSTMENT OF COSTS

Upon completion of the project, if actual costs exceed the amount of payment, the **Developer** shall reimburse the **Department** any under payment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$7,000, the **Department** will reimburse the **Developer** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Developer** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Developer** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Developer** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except

those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Developer** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Developer** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Developer's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and the **Developer** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Developer**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Developer** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes the **Department's** signature as if actually signed by the **Department** in writing or the **Developer's** signature as if actually signed by the **Developer** in writing. The **Department** and the **Developer** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Developer** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Developer** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF APEX

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Developer** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF APEX

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

Item Details

Presenter(s): Lori Avent

Department(s): Water Resources

Requested Motion

Motion to authorize the Apex Town Manager or his designee to accept the 3M/Dupont and Tyco/BASF PFAS litigation settlement's "Terms and Conditions of Accepting Payments from the AFFF Public Water System Settlement Program".

Approval Recommended?

Yes

Item Details

The Cary/Apex Water Treatment Plant is participating in the 3M, Dupont, Tyco, and BASF Aqueous Film-Forming Foam (AFFF) Products Liability Litigations. These Settlements are designed to resolve claims for PFAS contamination in public water systems' drinking water to compensate for the costs incurred to remove and monitor for PFAS in the drinking water supply. For the Town account to receive funds from the settlements, the Apex Town Manager or his designee must accept the "Terms and Conditions of Accepting Payments from the AFFF Public Water System Settlement Program."

The amount of compensation that will be received from the litigations is currently unknown. The funds are being divided up and distributed to all public water systems that submitted claims forms and are eligible to participate. Larger systems and systems who were more impacted by PFAS will receive a larger sum than smaller systems, or systems with less PFAS impact. Apex will receive a 23% share of the total amount awarded to The Cary/Apex WTP and the funds will be placed directly into the Apex account.

Attachments

- CN4-A1: Agreement - Terms and Conditions of Accepting Payments from the AFFF Public Water System Settlement Program



**TERMS AND CONDITIONS OF ACCEPTING PAYMENTS FROM THE
AFFF PUBLIC WATER SYSTEM SETTLEMENT PROGRAM**

By completing this request for payment instructions, you attest that you are an authorized representative for Public Water Systems in connection with the Settlement Agreements between and among Class Members and Defendants, including, but not limited to, Dupont, 3M, TYCO and BASF (“AFFF Defendants”) in the various AFFF Public Water System Settlement Agreements (the “AFFF Settlement Agreement”) (as those terms are defined herein).

The terms are as follows:

- 1) You represent the associated Public Water System(s) as identified in the AFFF claims portal (<https://portal.pfaswatersettlement.com/>) and have the authority to act on their behalf, including, but not limited to, receiving funds; and
- 2) That no other conflicting representation agreements exist with any outside law firms or other internal or external representative authorized to act on behalf of the Public Water System(s); and
- 3) The payment information provided in the AFFF claims portal is true and correct and represents an account associated with the Public Water System(s) named in the AFFF claims portal; and
- 4) You are responsible for notifying the Special Master and Claims Administrator if you become aware at any time that the information associated with the Public Water System(s) in the AFFF claims portal is incorrect; and
- 5) You understand and agree that if any mistakes or miscalculations have been made in determining a Settlement Award, the Claims Administrator and Special Master will take corrective action, recalculate the Settlement Award, and, if necessary, recover from the Public Water System any amounts unduly paid or distributed; and
- 6) You understand and agree that (a) additional information may be required to confirm that a Settlement Award was properly calculated after payments have been issued, (b) the Public Water System shall maintain all records and documentation applicable to its settlement claim for no less than 2 years from the date of first payment, and (c) to provide the documentation to the Claims Administrator and Special Master if requested.

By checking the box and submitting payment instructions, you attest to the following:

1. The information associated with the Public Water System(s) is true and correct.
2. You accept responsibility for all payments due to the Public Water System(s) associated with claims in this settlement program.
3. You agree to indemnify the settlement program, the Qualified Settlement Fund(s), and their administrators (including the Special Master, Claims Administrator, QSF Administrator, QSF Accountant, Escrow Agent, and their officers, agents, and representatives) if the information in this attestation is incorrect.
4. You agree to cooperate fully with the Claims Administrator and Special Master if corrective action or recovery of unduly paid amount(s) is required related to any mistakes or miscalculations in the determination of the Settlement Award(s).
5. You authorize the Special Master and QSF Administrator to prepare, on behalf of the Public Water System Class Member, with respect to each Settling Defendant: (i) a duly completed and executed IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050-X-1(a)(1)) setting forth all required information relating to such Class Member, and (ii) a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) (collectively, the "Tax Documents"). You further authorize the Special Master and QSF Administrator to prepare such Tax Documents in a manner consistent with the AFFF Settlement Agreement, including by reporting such Member's portion of the Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F and file such IRS Forms 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050-X-1(a)(1)) with the IRS and to provide such written statement to each Settling Defendant, in each case, on behalf of the PWS.

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for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion 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 April 08, 2025, on the Question of Annexation - Apex Town Council's intent to annex 7.243 acres project entitled Janix South, and located on Jenks Road, Annexation No. 792, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

Attachments

- CN5-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN5-A2: Legal Description - Annexation No. 792 - Janix South - Jenks Road - 7.243 acres
- CN5-A3: Aerial Map - Annexation No. 792 - Janix South - Jenks Road - 7.243 acres
- CN5-A4: Plat Map - Annexation No. 792 - Janix South - Jenks Road - 7.243 acres
- CN5-A5: Annexation Petition - Annexation No. 792 - Janix South - Jenks Road - 7.243 acres





RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-58.1

Satellite Annexation Petition No. 792
Janix South – Jenks Road – 7.243 acres

WHEREAS, G.S. § 160A- 58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of his investigation.

This the 25th day of March, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 792
Janix South – Jenks Road – 7.243 acres

To: The Town Council of the Town of Apex, North Carolina

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the noncontiguous area described therein, in accordance with G.S. § 160A-58.1 (b), as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 25th day of March, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. § 160A-58.2 AS AMENDED

Satellite Annexation Petition No. 792
Janix South – Jenks Road – 7.243 acres

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 08th day of April, 2025.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, www.apexnc.org, Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 25th day of March, 2025.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

February 20, 2025
Jainix South Annexation

Being a parcel of land located in White Oak Township, Town of Apex, Wake County, North Carolina, Being Lots 1-3 of the Jainix South Phase 1 as recorded in BM2023 PG 409 and the Jainix, LLC property as recorded in DB 17239 PG 1509 in the Wake County Register of Deeds and being more specifically described as follows:

Beginning at a found iron pipe at the common corner with the Jainix Green Subdivision as recorded in DB 2022 PG 1032-1033 and marking the westerly right-of-way margin of NC Highway 540 being the northeast corner of this property and having NC State Plane Coordinates of North 730,846.99 and East 2,032,014.85.

Thence along the westerly right-of-way of NC Highway 540 the following six (6) calls: South 11 deg. 57 min. 17 sec. West, 96.01 feet to a found aluminum disk.

Thence, South 06 deg. 05 min. 06 sec. West, 358.64 feet to a set 1/2" iron rod capped ELI-LLC.

Thence, South 06 deg. 05 min. 06 sec. West, 155.72 feet to a found aluminum disk.

Thence, South 03 deg. 05 min. 34 sec. West, 17.81 feet to a found iron pipe.

Thence, South 03 deg. 05 min. 34 sec. West, 288.57 feet to a found aluminum disk.

Thence, South 04 deg. 49 min. 59 sec. East, 53.68 feet to a found aluminum disk.

Thence, leaving said right-of-way, South 02 deg. 42 min. 52 sec. East, 278.56 feet to a point at the northwest corner of Carillon Assisted Living of Apex, LLC a Delaware limited liability company as recorded in DB 19442 PG 778-783; said point located on the southerly right-of-way margin of Jenks Road, NCSR 1601.

Thence, along said right-of-way of Jenks Road, NCSR 1601 the following two (2) calls: North 81 deg. 56 min. 11 sec. West, 131.39 feet to a point.

Thence, along a curve to the right having a radius of 2080.00 feet, an arc length 106.41 feet, a chord bearing of South 87 deg. 01 min. 42 sec. West, and a chord length of 106.40 feet.

Thence leaving said right-of-way, North 00 deg. 59 min. 54 sec. West, 159.84 feet to an iron pipe found on the northerly right-of-way margin of Jenks Road, NCSR 1601; said pipe marking the southwest corner of Lot 4 of Jainix South Subdivision and being a common corner with Reams Grove Homeowners Association, Inc as recorded in DB 19476 PG 1494.

Thence along the common line with Reams Grove Homeowners Association, Inc, the following for (4) calls: North 00 deg. 50 min. 02 sec. West, 161.59 feet to a found iron pipe

Thence, North 00 deg. 50 min. 02 sec. West, 285.60 feet to a set 1/2" iron rod capped ELI-LLC.

Thence, North 00 deg. 50 min. 02 sec. West, 172.63 feet to a set 1/2" iron rod capped ELI-LLC.

Thence, North 00 deg. 50 min. 02 sec. West, 81.25 feet to a found iron pipe at the common corner of John & Kristel Weldon as recorded in DB 16653 PG 1598.
Thence, North 00 deg. 50 min. 02 sec. West, 365.09 feet along the common line of John & Kristel Weldon to a found iron pipe at the common corner of Jainix Green Subdivision as recorded in DB 2022 PG 1032-1033.

Thence, North 89 deg. 15 min. 22 sec. East, 327.90 feet along the common line of Jainix Green Subdivision to the point of Beginning.

Containing 315,515 square feet or 7.241 acres (42,402 square feet or 0.973 acres for right-of-way of Jenks Road, NCSR 1601 & 27,623 square feet or 0.634 acres for Jainix Drive-Private right-of-way) The bearings for this description are based on North Carolina State Plane (2011). Distances are Ground units in U.S. Survey feet with a combination factor of 0.99989624 ground to grid.

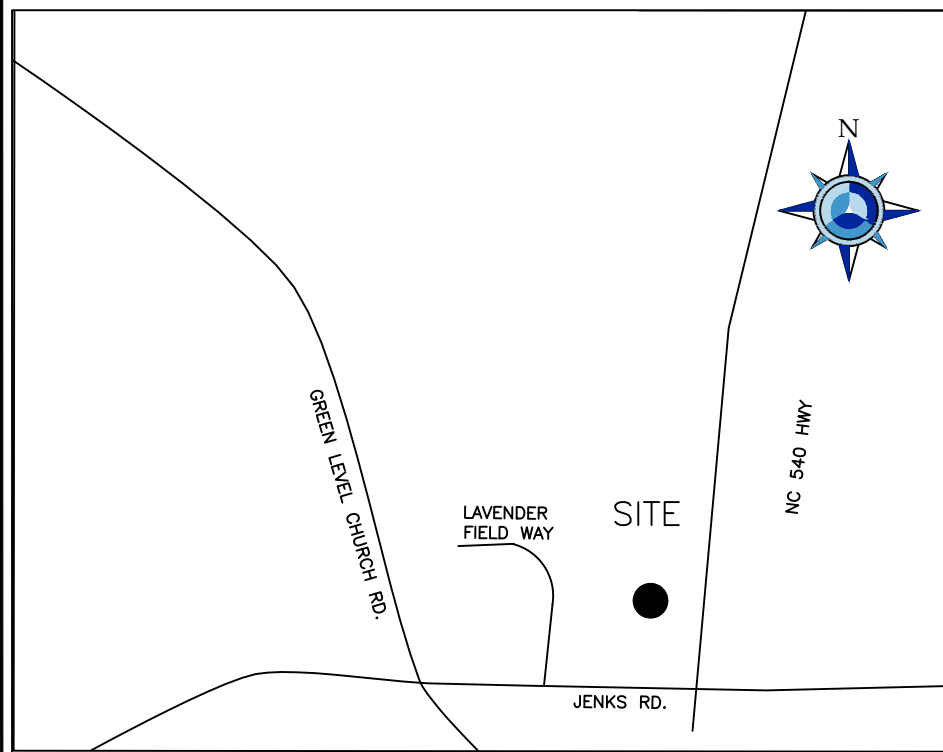
Subject to all easements and rights-of-way of record.

Basis of bearing: NC State Plane Coordinate System (NAD 83/2011.)

Reference is hereby made to the attached Satellite Annexation Plat prepared by Energy Land & Infrastructure, PLLC dated February 20, 2025.



SATELLITE ANNEXATION PLAT FOR THE TOWN OF APEX



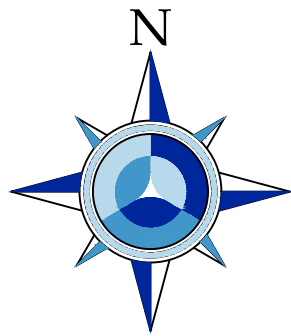
I, DAVID M. SHEEHAN, P.L.S CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DESCRIPTION RECORDED IN DEED BOOK 17341 PAGE 1696. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BEING DRAWN FROM INFORMATION FOUND IN MAP BOOK N/A. THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATE COMPUTATION IS 1/10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 4730 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL, THIS 10th DAY OF March, 2025

I, DAVID M. SHEEHAN, P.L.S L-5300 CERTIFY THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

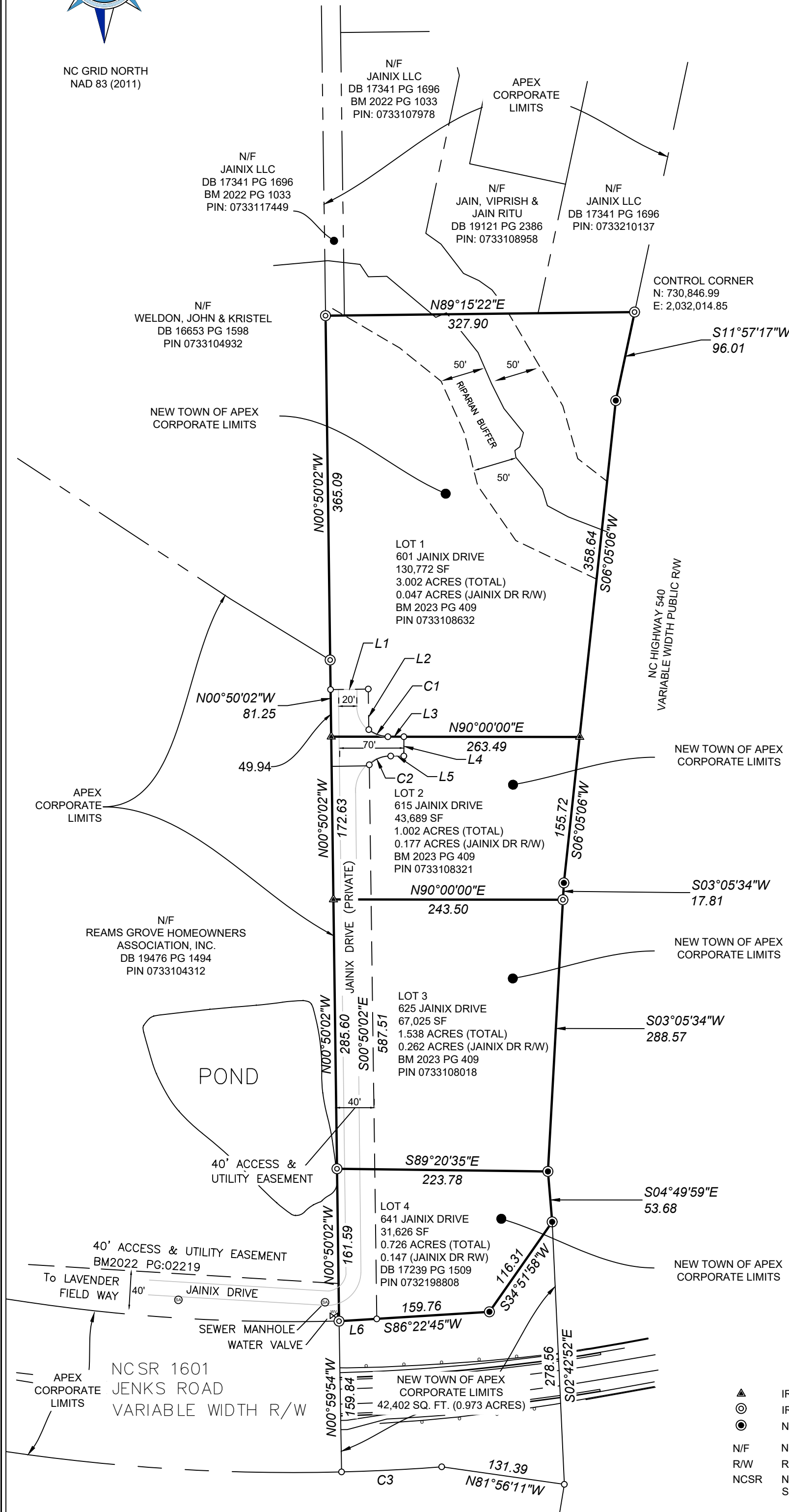
Annexation # _____

I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 2025, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day/Month/Year

Allen Coleman, CMC, NCCCC, Town Clerk



NC GRID NORTH
NAD 83 (2011)



LINE	LENGTH	DIRECTION
L1	40.00	N89° 09' 58"E
L2	43.07	S00° 50' 02"E
L3	16.93	N90° 00' 00"E
L4	20.50	S00° 00' 00"E
L5	13.88	N90° 00' 00"W
L6	40.05	S86° 22' 45"W

CURVE	LENGTH	RADIUS	DIRECTION	CHORD LENGTH
C1	21.92	36.71	S69° 48' 15"E	21.60
C2	25.34	30.07	S67° 49' 10"W	24.59
C3	106.41	2080.00	S87° 01' 42"W	106.40



NOTES:

1. THE GRID COORDINATES WERE DETERMINED FROM AN ACTUAL GNSS SURVEY USING TRIMBLE R121 WITH RTK CORRECTIONS.
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
3. ALL AREAS COMPUTED BY COORDINATE METHOD.
4. IRON PIPES SET/FOUND AT ALL PROPERTY CORNERS.
5. ONLY UTILITIES WITH VISIBLE EVIDENCE SHOWN. UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE & MAY BE INCOMPLETE. EXCAVATION MAY BE REQUIRED TO VERIFY LOCATIONS. OTHER UNDERGROUND UTILITIES MAY EXIST. CALL ONE CALL CENTER AT 811 BEFORE DIGGING.
6. NO PART OF THE LOTS SHOWN ON THIS MAP ARE IN A FLOODPLAIN AREA. FEMA FLOOD MAP: 3720073300J MAY 2, 2006
7. ZONE: RR
8. PROPERTY ADDRESSES: 601, 615, 625, 641 JAINIX DRIVE, APEX, NC 27523
9. PROPERTY IDENTIFICATION NUMBERS (PIN): 0733108632, 0733108321, 0733108018, 0732198808
10. TOTAL ANNEXED AREA: 7.241 ACRES

GPS SURVEY CERTIFICATION

I, DAVID M. SHEEHAN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

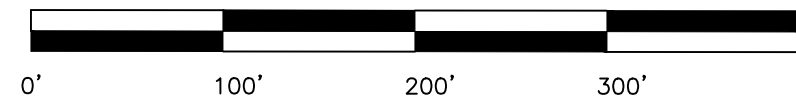
1. CLASS OF SURVEY: A
2. POSITIONAL ACCURACY: < 0.10'
3. TYPE OF GPS FIELD PROCEDURE: RTK
4. DATES OF SURVEY: 10/18/2024
5. DATUM/EPOCH: NAD83 (2011)
6. PUBLISHED/FIXED-CONTROL USE: NC CORS
7. GEOID MODEL: CONTINENTAL U.S. - NGS 2012B
8. COMBINED GRID FACTOR(S): 0.99989624
9. UNITS: U.S. SURVEY FEET

PROPERTY OWNER: JAINIX LLC
1012 TIMBER MIST CT., CARY, NC 27519

LEGEND

- ▲ IRON ROD SET W/CAP
- ⊙ IRON PIPE FOUND
- NC DOT R/W DISK
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY
- NCSR NORTH CAROLINA SECONDARY ROAD
- GUARD RAIL
- SUBJECT BOUNDARY
- ADJOINER PROPERTY LINE
- RIGHT-OF-WAY
- RIPARIAN BUFFER

SCALE: 1" = 100'



Date of Survey:	10/18/2024
Project No:	24-21-6011.2
Drafted By:	TJM
Checked By:	DMS
Sheet Number:	1 of 1

Rev.	Date	Revision Description

JAINIX SOUTH
SATELLITE ANNEXATION PLAT
WHITE OAK TOWNSHIP, TOWN OF APEX
WAKE COUNTY, NORTH CAROLINA

500 GREGSON DRIVE · SUITE 180 · CARY, NC 27511
OFFICE 919-234-1974 · WWW.ELI-LLC.COM
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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 #:	_____	Submittal Date:	<u>Jan 30, 2025</u>
Fee Paid	\$ _____	Check #	_____

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

<u>Jainix, LLC - Vipresh Bobby Jain</u>	<u>BM2023 Pg 409; 0733108632, 0733108321, 0733108018, 0732198808</u>
Owner Name (Please Print)	Property PIN or Deed Book & Page #
<u>571 212 7326</u>	<u>bobby@jainix.com</u>
Phone	E-mail Address
_____	_____
Owner Name (Please Print)	Property PIN or Deed Book & Page #
_____	_____
Phone	E-mail Address
_____	_____
Owner Name (Please Print)	Property PIN or Deed Book & Page #
_____	_____
Phone	E-mail Address
_____	_____

SURVEYOR INFORMATION

Surveyor: Energy Land & Infrastructure - David M. Sheehan, Gary C. Clark

Phone: 774 249 8383, 865 254 4407 Fax: _____

E-mail Address: david.sheehan@eli-llc.com, gary.clark@eli-llc.com

ANNEXATION SUMMARY CHART

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	<u>7.243</u>	Need water service due to well failure	<input type="checkbox"/>
Population of acreage to be annexed:	<u>0</u>	Need sewer service due to septic system failure	<input type="checkbox"/>
Existing # of housing units:	<u>0</u>	Water service (new construction)	<input checked="" type="checkbox"/>
Proposed # of housing units:	<u>4</u>	Sewer service (new construction)	<input checked="" type="checkbox"/>
Zoning District*:	<u>RR</u>	Receive Town Services	<input checked="" type="checkbox"/>

*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 #:

Submittal Date:

Jan 30, 2025

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Jainix, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 30th day of January, 20 25

Name of Limited Liability Company Jainix, LLC

By:

[Handwritten Signature]

Vipresh Bobby Jain

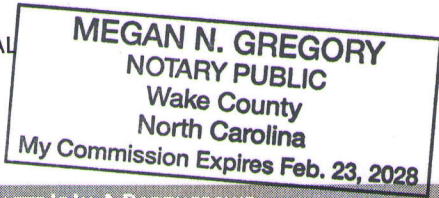
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, VIPRESH BOBBY JAIN, a Notary Public for the above State and County, this the 29th day of JANUARY, 20 25.

[Handwritten Signature]
Notary Public

SEAL



My Commission Expires:

FEB 23, 2028

COMPLETE IF IN A PARTNERSHIP

In witness whereof, a partnership, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ___ day of ___, 20__.

Name of Partnership

By:

Signature of General Partner

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__.

Notary Public

SEAL

My Commission Expires:

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

Item Details

Presenter(s): Amanda Grogan

Department(s): Budget and Performance Management

Requested Motion

Motion to approve Capital Project Ordinance Amendment 2025-10 and Capital Project Ordinance Amendment 2025-11 allocating debt proceeds and interest earnings for facility and recreation projects.

Approval Recommended?

Yes

Item Details

The town is currently implementing recommendations from an organizational spacing needs study, including design and renovation of the Town Hall building. In addition, leadership has expressed a desire to complete the phase 2 project for Pleasant Park and other recreation projects.

The town intends to issue a limited obligation bond to fund the cost of these projects. Resolutions for allowing staff to proceed with project spending and the town to reimburse itself from the future debt issuance, (pursuant to Treasury Regulation, Section 1.150-2) were passed by Town Council February 27, 2024.

Capital Project Ordinance Amendment 2025-10 includes allocation of \$3 million in bond proceeds from a LOB (limited obligation bond) and \$400,000 in interest earnings already available in the project fund.

Capital Project Ordinance Amendment 2025 - 11 allocates \$479,000 in interest earnings and \$40,000 of Recreation Donations already available in the project fund. This amendment also accounts for \$445,700 in Subdivision Recreation Fees incorrectly recorded in the Project Fund instead of the Capital Reserve Fund. These fees are reflected in the Amendment as a transfer from the capital reserve.

Attachments

- Capital Project Ordinance Amendment 2025 - 10 - Debt Proceeds and Interest Earnings General Fund

- Capital Project Ordinance Amendment 2025 - 11 - Debt Proceeds and Interest Earnings Recreation Capital Projects



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2025-10

200 - General Capital Project Fund

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinance previously entitled "General Capital Project Fund" be amended as follows:

SECTION 1: The project authorized by this ordinance consists of general capital projects.

SECTION 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3: The following revenues are anticipated to be available to complete these projects:

Type	Increase/(Decrease)	Amended Fund Totals
Wake County Grants	-	100,000.00
Federal Grants	-	199,971.00
Interest Earned	400,000.00	701,570.00
Interest Earned - Debt Proceeds	-	42,400.00
Bond Proceeds	3,000,000.00	7,360,000.00
Bond Premium	-	88,700.00
Installment Purchase Agreement	-	8,700,000.00
Transfer from General Fund	-	21,922,034.00
Transfer from Electric Fund	-	1,174,400.00
Transfer from W/S Fund	-	1,233,410.00
Transfer from Cemetery Fund	-	1,121,000.00
Transfer From Fire Reserve/EMS Fund	-	190,061.00
Total Revenues		\$42,833,546

SECTION 4: The following amounts are appropriated for the project funds:

General Capital Project Expenditures	3,400,000.00	42,833,546
Total Expenditures		\$42,833,546

SECTION 5: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION 6: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION 7: The Town Manager is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION 8: Copies of this capital project ordinance shall be furnished to the Town Clerk, Budget Officer and the Finance Officer for direction in carrying out this project within five (5) days after adoption.

SECTION 9: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

Adopted this the 25th day of March, 2025.

Attest:



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2025-11

220 - Recreation Capital Project Fund

BE IT ORDAINED, by the Council of the Town of Apex that the Capital Project Ordinance previously entitled "Recreation Capital Project Fund" be amended as follows:

SECTION I: The project authorized by this ordinance consists of parks and recreation capital projects.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION III: The following revenues are anticipated to be available to complete these projects:

<u>Type</u>	<u>Increase/(Decrease)</u>	<u>Amended Fund Totals</u>
Grants (County / State/ Federal)	-	9,232,629
Transfer from Recreation Reserve	445,700	16,796,744
Transfer from General Fund	-	4,809,500
Bond Proceeds / Premium	-	51,550,342
Donations & Sponsorship	40,000	345,000
Interest Earned - Debt Proceeds	-	1,018,500
Interest Earned	479,000	1,190,500
Total Revenues		\$84,943,215

SECTION IV: The following amounts are appropriated for the project funds:

<u>Type</u>	<u>Increase/(Decrease)</u>	<u>Amended Fund Totals</u>
Recreation Capital Project Expenditures	964,700	84,943,215
Total Expenditures		\$84,943,215

SECTION V: The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

SECTION VI: The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

SECTION VII: The Town Manager is authorized to amend expenditures within the fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

SECTION VIII: Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project within five (5) days after adoption.

SECTION IX: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

Adopted this the 25th day of March 2025.

Attest:

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: March 25, 2025

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:

- February 25, 2025 - Regular 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

- CN7-A1: **DRAFT** Minutes - February 25, 2025 - Regular Town Council Meeting Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, FEBRUARY 25, 2025
6:00 PM**

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The Apex Town Council met for a Regular Town Council Meeting on Tuesday, February 25th, 2025 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=txu2jV8Skcc>

[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 live stream. He then led all in attendance to the Pledge of Allegiance, with a special Honor Guard.

The invocation was given by **Mindy Buchanan.**

1 Senior Ambassador with the Apex Mayor’s Internship Program (MIP), Chaitra Paasham
2 read new Apex Police Chief, Ryan Johansen’s biography. The biography is included below for
3 reference:

4 *Ryan comes to Apex by way of the San Bruno Police Department in California, where he*
5 *served as the Chief of Police for the past 5 years. Ryan has been a policing professional for*
6 *about 22 years, and he began this career as a patrol officer with the Southeastern Division of*
7 *the San Diego Police Department. Ryan transferred to the San Bruno Police Department in*
8 *2006 and in the years that followed he served in a variety of positions and assignments,*
9 *including: Police Chief, Field Services Division Lieutenant, Administrative Division Lieutenant,*
10 *Watch Commander, Public Information Officer, Traffic Sergeant, Patrol Sergeant, Detective*
11 *Corporal, Gang Unit Supervisor, Patrol Corporal, and Patrol Officer. In 2010, Ryan served as the*
12 *Investigations Commander when a 30” natural gas transmission line exploded in a residential*
13 *neighborhood of San Bruno, killing 8 people and destroying dozens of homes. In 2018, Ryan*
14 *served as the Incident Commander for an active shooter incident at YouTube’s International*
15 *Headquarters in San Bruno, and as the Tactical Commander for an active shooter incident at*
16 *San Bruno’s regional shopping mall.*

17
18 *As a police executive, Ryan has focused on healthy police organizational culture as the key to*
19 *enhancing the delivery of police services, improving police/community relations, and ensuring*
20 *the staying power of critical police reforms. Ryan developed the Integral Wellness Program, a*
21 *comprehensive approach to sustainable officer wellness that has become a broadly used*
22 *template throughout the country. Ryan has served on the Executive Committee of the Board of*
23 *Directors for the California Police Chiefs Association, where he also chaired the Wellness*
24 *Committee, Finance Committee, and Member Experience Committee. Ryan has also served as*
25 *the President of the San Mateo County Police Chiefs and Sheriff Association, and on the Board*
26 *of Directors for Mothers Against Drunk Driving. Ryan is often asked to provide training and*
27 *serve as a keynote speaker at conferences on officer wellness/resiliency, active assailant*
28 *response, and public/private partnerships in policing.*

29 *Ryan is also a certified mindfulness meditation coach, and he enjoys health, wellness, and*
30 *fitness activities. Ryan is deeply passionate about servant leadership, and he believes that the*
31 *key to a successful organization lies in the development and care of the people who work*
32 *within it.*

33
34 *Ryan has Bachelor of Applied Sciences Degree in Law Enforcement Management and a*
35 *Master's Degree in Security Studies from the prestigious Naval Postgraduate School's Center*
36 *for Homeland Defense and Security. Ryan’s research and published thesis involved the*
37 *development of alternative sense and decision-making models for police leaders in their*
38 *efforts to influence police culture. This research included a case study of how a culture focus*
39 *produces significant progress in some of the more persistent problems of modern policing,*
40 *including: officer misconduct, recruitment and retention, police legitimacy, officer wellness*
41 *and resiliency, and addressing crime. Prior to his career in law enforcement, Ryan worked*

1 primarily in marketing, business development and management, and he has started and
2 operated multiple private businesses.

3
4 Ryan has been happily married to his amazing wife Donna for more than 25 years, and they
5 have two beautiful daughters; Olivia who is 22 and attending college in Austin, Texas, and Zoie
6 who is 20 and attending college in Fort Collins, Colorado.

7
8 **[SPECIAL OATH OF OFFICE CEREMONY]**
9 **(REF: OATH-2025-002)**

10
11 **Mayor Gilbert** administered the Oath of Office for Ryan Johansen for Chief of Police.
12 **Ryan Johansen** was sworn in as Apex Police Chief. Chief Johansen’s wife
13 accompanied him. He thanked the Mayor and Council and his wife for the support that she
14 has given over the years. He also thanked the other officers for putting their trust in him. He
15 thanked Town Manager Vosburg and Assistant Town Manager John. He also thanked the
16 Community for putting their trust in him and promised to work hard for the Town of Apex.

17
18 **[CONSENT AGENDA]**

19
20 A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember**
21 **Killingsworth**, to approve the Consent Agenda as presented.

22
23 **VOTE: UNANIMOUS (5-0)**

24
25 **CN1 Agreement Multi-Year - Standard Services Agreement - Recite Me NA, LLC, - Web**
26 **Accessibility Software - April 1, 2025 through March 30, 2027 (REF: CONT-2025-053)**

27 Council voted to approve a Standard Services Agreement (SSA) between Recite Me NA, LLC,
28 and the Town of Apex, for web accessibility software for the Town of Apex’s website and
29 designated URL’s, effective April 1, 2025 through March 30, 2027, and to authorize the Town
30 Manager, or their designee, to execute the agreement on behalf of the Town.

31 **CN2 Contract Multi-Year - Juro Online Unlimited - Contract Creation and Management**
32 **Software - March 17, 2025 through March 16, 2027 (REF: CONT-2025-054)**

33 Council voted to approve a Master Services Agreement (MSA) between Juro Online Limited
34 and the Town of Apex, for contract creation and management software for the Town of Apex,
35 effective March 17, 2025 through March 16, 2027, and to authorize the Town Manager, or
36 their designee, to execute the agreement on behalf of the Town.

37 **CN3 Council Meeting Minutes - Various**

38 Council voted to approve Meeting Minutes from the following meetings:
39 January 28, 2025 - Regular Town Council Meeting Minutes
40 February 11, 2025 - Regular Town Council Meeting Minutes

1 **CN4 Fee-in-Lieu (FIL) - Roberts Crossing Phase 2 Sewer**

2 Council voted to approve a Fee-in-Lieu (FIL) in the amount of \$138,429.50 for an 8-inch DIP
3 Sewer Main located in Roberts Crossing.

4 **CN5 Resident Advisory Board Application - Modified**

5 Council voted to approve a Fee-in-Lieu (FIL) in the amount of \$138,429.50 for an 8-inch DIP
6 Sewer Main located in Roberts Crossing.

7 **CN6 Rezoning Case No. 24CZ15 - Green Level Towns PUD - Statement and Ordinance**
8 **(REF: ORD-2025-013)**

9 Council voted to approve the Statement of the Town Council and Ordinance for Rezoning
10 Application No. 24CZ15, Mike Hunter, W&W Partners, Inc., petitioner, for the property located
11 at 7924 Green Level Church Road (PIN 0723935325).

12
13 **[UPDATES BY TOWN MANAGER]**

14
15 **Town Manager Vosburg** gave an update on the Mason Street Building and said that
16 the gas company discovered that there is a gas leak and it is being worked on to resolve it. He
17 gave an update on the third-party review relating to the Utility Billing situation. He said that
18 Barry Dunn, the third-party company is performing the audit and had been on site. He said
19 that the timeline is mid-March to the end of March for this to be completed. The last update
20 was on Restaurant Week that is from February 24th through March 2nd, he gave information on
21 how to get the list of restaurants on Apex's website.

22 **Mayor Pro Tempore Gray** asked if there was an opportunity to get reimbursement for
23 the costs that were incurred by Apex from the gas company on Mason Street Building.

24 **Town Manager Vosburg** said that they would be checking to see if there was any
25 ability to recoup some of their costs.

26
27 **[REGULAR MEETING AGENDA]**

28
29 **Mayor Gilbert** set the Regular Agenda and asked if there were any recommendation
30 meeting changes at this time and if not, he would entertain a motion to approve as
31 presented.

32 A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember**
33 **Zegerman**, to approve the Regular Meeting Agenda as presented.

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

36
37 **[PRESENTATIONS]**

1 **PR1 Proclamation - Bleeding Disorders Awareness Month - March 2025 (REF: PRO-**
2 **2025-005)**

3
4 **Mayor Jacques K. Gilbert**, along with the rest of the Council, read the Proclamation -
5 Bleeding Disorders Awareness Month. He invited Charlene Cowell, Executive Director, Karyn
6 Davis, President of the Board of Directors, Nick Vosburg, and Trent Vosburg to accept the
7 proclamation and take a picture.
8

9 **PR2 Proclamation - Women's History Month - March 2025 (REF: PRO-2025-006)**

10
11 **Mayor Jacques K. Gilbert** along with the rest of the Council, read the Proclamation -
12 Women's History Month. He called upon all residents of Apex to thank a woman in their life
13 and thanked the women in his life. He invited Councilmember Killingsworth and Karen Lea,
14 Town of Apex retiree to accept the proclamation and take a picture. He also recognized Town
15 Attorney, Laurie Hohe, Assistant Town Manager, Demetria John, Planning Director Dianne
16 Khin, Current Planning Manager, Amanda Bunce and Deputy Town Clerk, Ashely Gentry.
17

18 **[PUBLIC FORUM]**

19
20 **Mayor Gilbert** opened the Public Form and invited the first speaker up.
21

22 First to speak was **Phil Welch** at 1471 Big Leaf Loop:
23

24 "I want to point out two promising recommendations from the 2021 Affordable
25 Housing Plan. The first is support for first-time home buyers. In the fiscal year 24' annual
26 housing report, it says, quote, "analysis of home ownership will be included in the housing
27 plan update scheduled to begin in November 2024". I mentioned this recommendation
28 during a focus group I attended on the Housing Plan Update recently. I call this to your
29 attention because I believe what we need is an actionable plan to implement this
30 recommendation rather than another analysis. First-time home buyers include young singles
31 and couples with or without children who may fill essential jobs in health care, schools, and
32 stores, and as early responders. They may be renting apartments and struggling to save a
33 down payment to buy their own homes. The two parts of this recommendation include home
34 ownership counseling and down payment assistance. The plan says that the counseling may
35 include services such as identifying affordable purchase prices and evaluating mortgage
36 options, learning how to choose a home, a real estate agent, insurance, etc., navigating
37 inspections, home purchase, and closing, planning for full costs of home ownership,
38 including maintenance needs. These services would not need to be provided by Town staff;
39 they could be outsourced to local organizations, including nonprofits such as Habitat Wake or
40 DHIC, local financial institutions such as credit unions, State agencies such as NC Housing
41 Finance Agency, and faith-based organizations such as White Oak Foundation. Turning to
42 down payment assistance, this can reduce the upfront costs of home ownership by providing

1 income-qualified households with a forgivable loan or grant to cover a portion of the down
2 payment and closing costs. Together with home buyer counseling, down payment assistance
3 can help low- and moderate-income households find stable housing and build wealth
4 through home equity. The other recommendation I want to point out is labeled Affordable
5 Housing Advocacy Partners. The idea for this was for the town to develop partnerships with
6 pro-affordable housing advocates to coordinate an education campaign. The Housing Fairs
7 presented in 2023 and 2024 are two examples. As an advocate for more housing choices, I'm
8 ready, willing, and able to work on these proposed education campaigns. I'd be happy to
9 discuss any of these points with you. Thank you."

10
11 **Mayor Gilbert** thanked the speaker and invited the next speaker.

12
13 Next speaker was **Elizabeth Stitt** of 3113 Friendship Road:

14
15 "Good evening, what Allen is handing out is a copy of a couple pages out of the
16 encroachment agreement that North Carolina DOT has done with Apex for the force main
17 that the town is working on. Well, I wanted to call a couple of points to you. One, this was not
18 posted on the website. I still keep chasing information and, you know, I'm three years in
19 chasing information. It would be nice if we could figure out how, you know, the town could
20 communicate to us what's happening when instead of me chasing it, because then what I do
21 is turn around and pass it out to all of my neighbors. The second thing I wanted to point out is
22 I have come before you multiple times and told you that the force main is temporary. And if
23 you look on the second page, where I've highlighted number 11, and I quote, "This approval
24 for the sewer mains located within the control of access right of way parallel to US-1 are
25 temporary, and the town agrees will be relocated outside of the NCDOT right of way in the
26 future." I have one of those properties that is subject to this, and so I asked the question, what
27 does that mean? What triggers when you move this temporary force main? I received an
28 opinion but not an actual agreement, so I have reached out to DOT to say, "Hey, what does
29 this mean?" I deserve just a basic answer of whatever the town has agreed to. You know, at
30 what point is DOT going to tell the town, "Hey, it's time to move this temporary force main."
31 You are going to pay for this twice because you have chosen to continue on the north side. If
32 you put the force main on the south side, you won't have to relocate it, so I don't think it's a
33 good use of tax money. Then, on the last page that I included, number 25, when we talk
34 about how Apex is weak on trees, I like to point out what DOT requires: an inventory of trees
35 measuring greater than four caliper inches, measured six inches above the ground, is
36 required when trees within the control access right of way will be impacted by the
37 encroachment installation. So, we know that you're not going to replant any trees because
38 you have to keep the area open, so you're going to be paying a mitigation fee for each one of
39 those trees. I would love to see Apex live up to what the standard is for DOT, four inches,
40 because we cut down many trees that are four inches that never get counted at all in the
41 town's policy. Thank you."

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

2 Next speaker was **Dawn Cozzolino** of 3632 Bosco Road:

3 “Good evening, Mayor, Town Council. So, I've been working on analysis, and it's taken
4 me a while, but it's on all the traffic impact analyses or traffic studies people call it, along our
5 corridor of Old US-1. There's quite a bit of development going on, and I want to go back a
6 couple of decades because this is before your all time. So, in doing that, it's not fun work. It's
7 taking a long time, but I promise I will come up with the analysis and present it to you. The key
8 metric in all of this is new trip generation. Okay, what does that mean? Just simply how many
9 vehicles are, you know, on the road in the traffic network on a 24-hour period. Okay, and
10 that's due to the new development, right? Whatever is going in there, it could be housing, it
11 could be office, retail, etc., it's all baked into the numbers. We know that DOT crash reports
12 for our area continue, we continue to see them, I should say, so that's going to continue, but
13 yet, what happens is we see these traffic impact analyses selectively done on certain
14 developments; they're kind of shelved and forgotten about. I don't want to do that. I want to
15 aggregate them because you've already met your numbers in terms of, you've already
16 triggered enough TIAs that every development going forward would need something. And
17 the reason I say this is because our area, you know, our community deserves a fair evaluation
18 of the situation and especially Kelly Town Homes is going to talk tonight. You're going to
19 probably approve it because you approve, you know, all the developments you're for
20 developing. But what I want to add is instead of, you know, what you could do good with
21 your, pen and paper is to mandate they do a traffic impact study. Because we already have,
22 the mixed-use Holland Road development, and that is, –you know, we see the trees coming
23 down. It's, it's, it's hard. It's actually hard to drive by that in Gracewood, and I looked at that
24 TIA and, okay, there's no build-out on that road. We're going to have a traffic light, as you
25 guys know, there's going to be a middle lane, but it's going to add 11,920 new trips, and that
26 was done years ago. So, I don't know where we're going to end up here, and I really hope
27 there's a vision. But I hope you instill this practice of requiring, no matter what it is, any new
28 development needs a traffic study, and I would think DOT would agree because it's their
29 secondary road. Thank you very much.”

30 **Mayor Gilbert** thanked the speakers and closed the Public Forum and moved to
31 Public Hearings.

32
33 **[PUBLIC HEARINGS]**

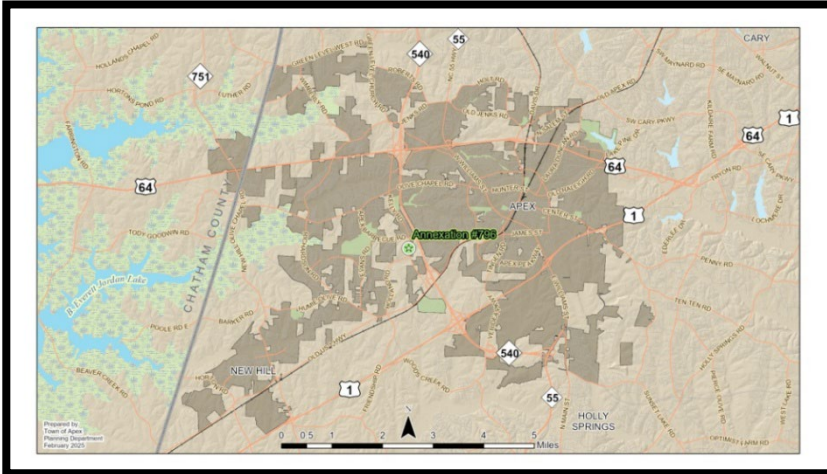
34
35 **PH1 Annexation No. 796 - 2132 Kelly Road - 3.189 acres (REF: ORD-2025-014)**

36
37 **Dianne Khin**, Director, Planning Department gave the following presentation:
38
39

1 [SLIDE 1]



2
3 [SLIDE 2]

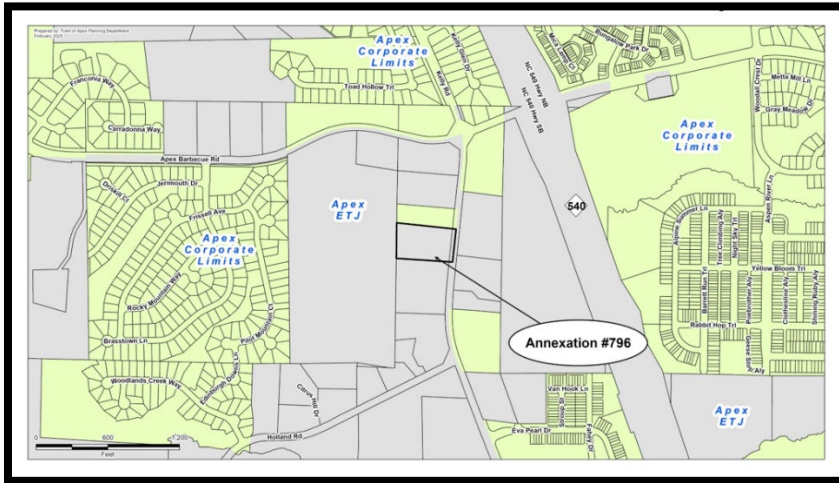


4
5 [SLIDE 3]



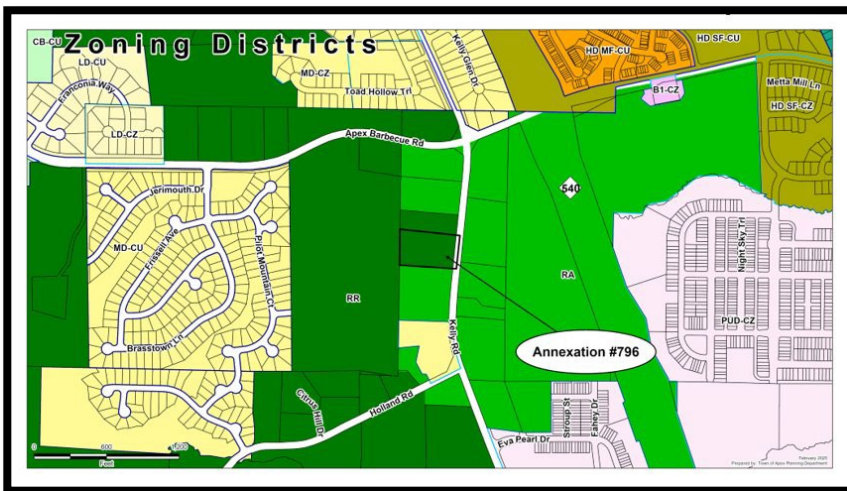
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[SLIDE 4]



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[SLIDE 5]



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Mayor Gilbert opened up for comments, with no one signing up to speak he closed Public Hearing. He then brought this item back to Council for possible recommendation or a motion.

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Killingsworth** to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.189 acres, located at 2132 Kelly Road, Satellite Annexation No. 796, into the Town Corporate limits.

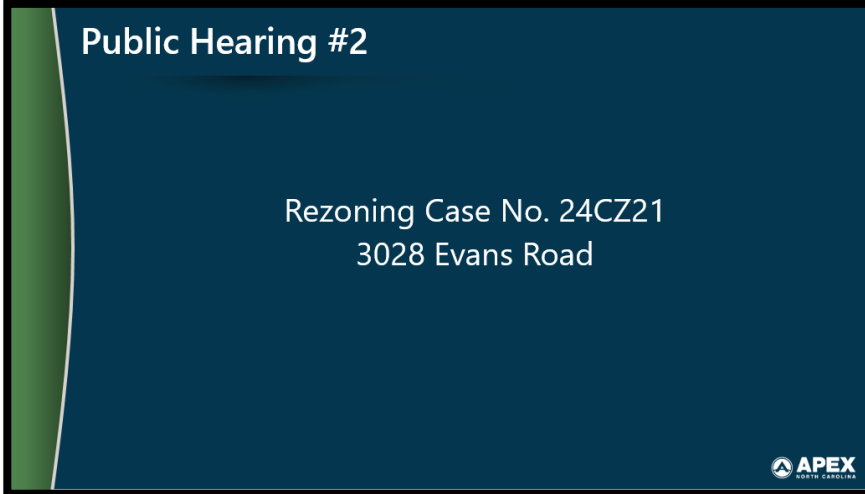
VOTE: UNANIMOUS (5-0)

1 **PH2 Rezoning Case No. 24CZ21 - 3028 Evans Road**

2

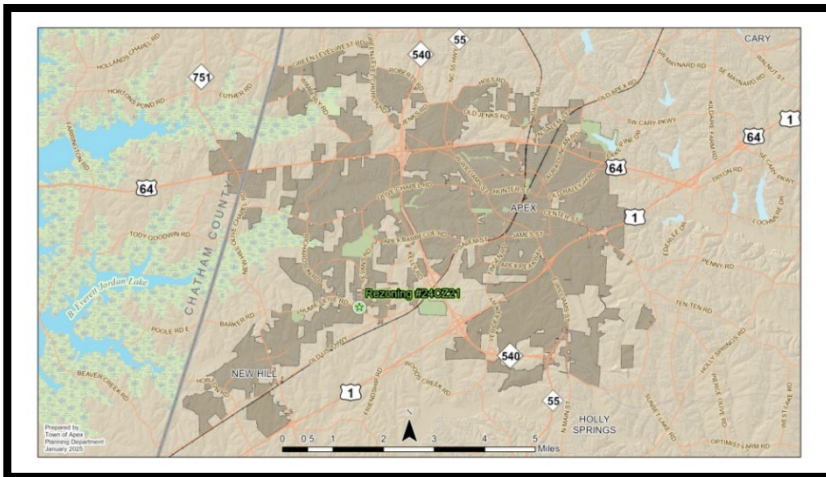
3 **Joshua Killian**, Planner I, Planning Department gave the following presentation:

4 **[SLIDE 1]**



5

6 **[SLIDE 2]**

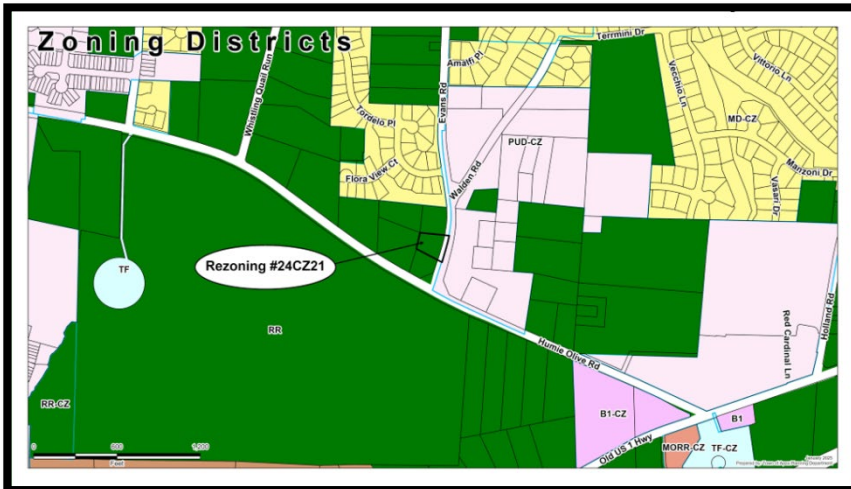


7

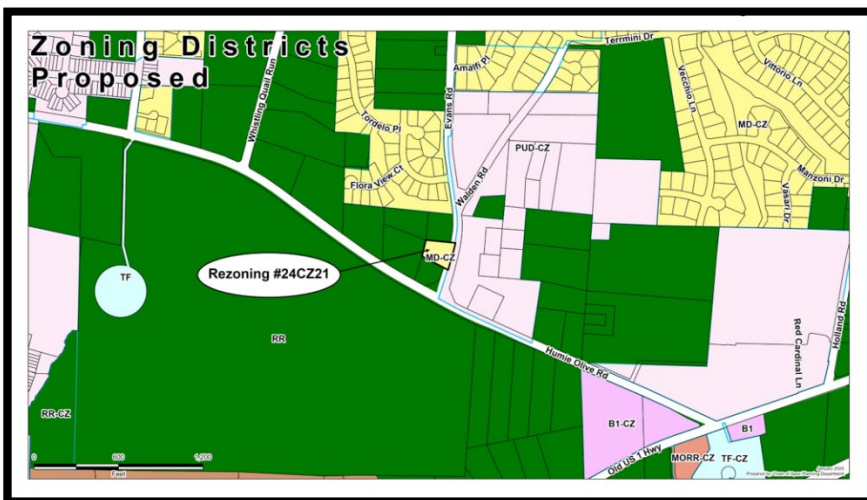
1 [SLIDE 3]



2
3 [SLIDE 4]



4
5 [SLIDE 5]



6

1 **Brendy Vega** with Withers Ranel, representing Reverend Alonzo Wilson with ATM
2 Development, said that this property was being requested to be rezoned to medium density
3 to allow this one parcel to be split into parcels. She gave information about the developer,
4 and Reverend Wilson’s mission to help the community navigate through the development
5 process. She said the parcel will be assisting the original property owner build a home. She
6 said the applicant was willing to accept the staff-proposed additional condition if Council
7 chose to do so.

8 **Councilmember Gantt** said he was concerned about all of the properties coming in
9 on this corner parcel-by-parcel, and said that he had concerns about pedestrian safety if there
10 are driveways on Humie Olive and Evans.

11 **Ms. Vega** said that the owner’s sister that lives close to the property is willing to give
12 an access easement for her to build a home. She said that there had been communication
13 with the corner property, and they would possibly build on that property. She said they are
14 only able to control what the property owners they are working with want to do.

15 **Councilmember Gantt** asked if there had been any consideration of building a
16 proper street instead of a driveway.

17 **Ms. Vega** said yes, but that it was not cost effective for a small developer.

18 **Councilmember Gantt** said that he was concerned about a child getting hit.

19 **Ms. Vega** said that she understood that and they did look at providing a street, but
20 that it becomes cost prohibitive.

21 **Councilmember Mahaffey** said that the work of Reverend Wilson was amazing, and
22 the Community needs this. He said that this was across the street from a Middle School and
23 that pedestrian access here was important and that he would prefer to include the condition.

24 **Mayor Gilbert** asked if Reverend Wilson would like to speak.

25 **Reverend Wilson** thanked the Mayor and Council for hearing the proposal. He said
26 that he believes that this would be a benefit to the Community and his objective is to help out
27 to provide housing. He said that he is amenable to the condition.

28 **Mayor Gilbert** thanked Reverend Wilson for the work he has done in the community.
29

30 **Mayor Gilbert** opened up Public Hearing and with no one signed up to speak, he
31 closed the Public Hearing. He brought the item back to the Council for discussion and a
32 possible motion.

33 **Councilmember Mahaffey** said that he did worry about the pedestrian and bicycle
34 safety, and would like the additional condition to be added.

35 **Mayor Pro Tempore Gray** said that the applicant was not opposed to including the
36 conditions, and he was willing to support its inclusion.

37 **Councilmember Killingsworth** said she appreciated the condition as well, and that
38 she appreciates the large lots and smaller builds in this area so that traffic is not made worse.
39

40 A **motion** was made by **Councilmember Gantt**, seconded by **Councilmember**
41 **Mahaffey** to approve Rezoning Case No. 24CZ21 - 3028 Evans Road - rezone approximately

1 0.76 acres from Rural Residential (RR) to Medium Density Residential-Conditional Zoning
2 (MD-CZ), with the added condition:

3 "The applicant/developer shall install or provide a fee-in-lieu for installation of an
4 additional five feet in width to the existing sidewalk along the parent parcel frontage along
5 Evans Road prior to Plat. The resulting improvement will be consistent with the ten-foot
6 sidepath that is designated on the Town of Apex bicycle and pedestrian system plan."
7

8 **VOTE: (4-1), with Councilmember Gantt dissenting**

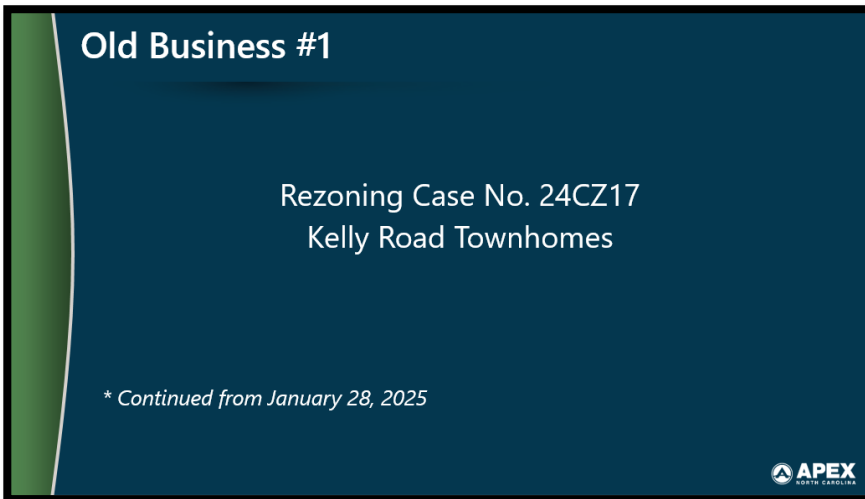
9
10 **Mayor Gilbert** thanked the Apex Youth Council for attending the meeting. He moved
11 to Unfinished Business continued from January 28, 2025 meeting.

12
13 **[UNFINISHED BUSINESS]**

14
15 **OB1 Rezoning Case No. 24CZ17 Kelly Rd Townhomes - Continued from January 28,**
16 **2025**

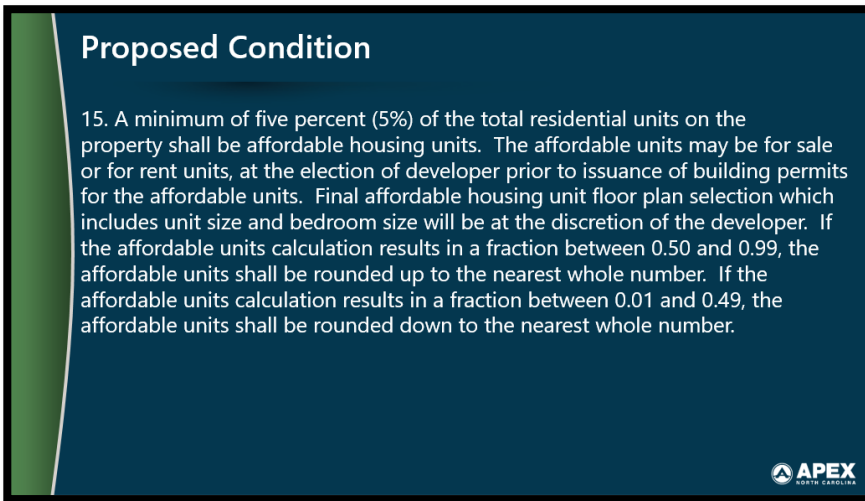
17
18 **Joshua Killian**, Planner I, Planning Department gave the following presentation
19 presenting the proposed condition:

20 **[SLIDE 1]**



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1 **[SLIDE 2]**



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Mr. Killian asked if there were any questions.

Mayor Pro Tempore Gray asked to confirm that the zoning condition is the condition that is in the Affordable Housing Plan.

Matthew Carpenter said that yes, this came directly from the policy.

Mr. Killian made a note that policy may reference a Master Subdivision Plat that has been removed here.

Mayor Gilbert asked if there was a motion.

Councilmember Gantt said that he had concerned about the 75' sidewalk gap along Kelly Road, and said it would lead to people crossing over rocks or walking along the road. He said he felt including a bridge was worth fighting for.

Mr. Carpenter said that there were some challenges with putting a bridge. He said that the first challenge is that it is adjacent to the West Village HOA property, so it will require at least a temporary construction easement or possibly right-of-way from the HOA property, which has been an issue before. He said that the second challenge was a stream crossing the road at this location that will need to be rerouted for the sidewalk construction and the third, a 20-foot electric and water utility easement runs exactly where the sidewalk needs to be constructed, necessitating the relocation of these utilities. He said that the distance isn't long, but the engineering complexities make it a challenging project. It is noted that the best time to establish sidewalk connections tends to align with projects involving frontage. He said that unfortunately this is an older issue that is coming up again now.

Mayor Pro Tempore Gray said that he agreed the 75' gap is a problem, but it is something that the Town may have to pay for. He said this was a mistake Council made in the past, so they would have to fix it.

Councilmember Gantt said that it could take a while and wondered if a different developer would be willing to address this for their own residents as well as everybody living in the area so the Town doesn't have to, and so that it would be completed with the rest of the project.

1 **Councilmember Mahaffey** said that there would be a larger sidewalk gap if the
2 project was denied.

3 **Mayor Pro Tempore Gray** said that essentially, the idea was to bet on somebody else
4 to go through this process and pay for the bridge.

5 **Councilmember Gantt** said that would be the hope and a denial would potentially
6 encourage that to happen.

7 **Mayor Pro Tempore Gray** said he felt that would just create an additional problem.
8
9

10 A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember**
11 **Killingsworth** to approve Rezoning Case No. 24CZ17 Kelly Rd Townhomes - rezone
12 approximately 5.97 acres from Residential Agricultural (RA) to High Density Single-Family
13 Residential-Conditional Zoning (HDSF-CZ) at 2305 & 2309 Kelly Road.
14

15 **VOTE: (3-2), with Councilmember Gantt and Councilmember Zegerman**
16 **dissenting.**

17
18 **[NEW BUSINESS]**

19
20 **NB1 2025-2026 Town of Apex Legislative Agenda (REF: PLCY-2025-003)**
21

22 **Allen Coleman**, Town Clerk provided information on the 2025-2026 Town of Apex
23 Legislative Agenda. He noted that Council had discussed this during the Annual Retreat and
24 aligned on their vision and priorities.
25

26 **Councilmember Zegerman** thanked Town Clerk Coleman for all of the work that he
27 and his staff put into this.
28

29 A **motion** was made by **Councilmember Killingsworth**, seconded by
30 **Councilmember Zegerman**, to approve 2025-2026 Town of Apex Legislative Agenda.
31

32 **VOTE: UNANIMOUS (5-0)**
33

34 **NB2 Resolution of Support of House Bill 24 - Restore Down-Zoning Authority (REF:**
35 **RES-2025-008)**

36 *Councilmember Terry Mahaffey, Sponsor*
37

38 **NB3 Resolution of Support of House Bill 59 - Expand Elderly/Disabled Homestead**
39 **Exclusion (REF: RES-2025-009)**

40 *Councilmember Terry Mahaffey, Sponsor*
41

1 **Town Clerk Coleman** said that New Business items two and three were requested by
2 Councilmember Mahaffey, and they align with the legislative agenda recently adopted. The
3 first item pertains to House Bill 24, which focuses on restoring downzone and falls under the
4 "Responsible Development" category of the agenda. He said the second item concerns the
5 expansion of property tax exemptions for seniors and the permanently disabled, aligning
6 with the "Welcoming Community" category. He said that the resolutions are provided for
7 review, and Councilmember Mahaffey will address them further.

8 **Councilmember Mahaffey** said that said that this is consistent with the adopted
9 legislative agenda and several bills that have been filed in the State House to advance these
10 priorities. He said that these topics are relevant to Local Government and align directly with
11 the Legislative Agenda. He said that at the retreat, he asked the Town's lobbyist if passing a
12 resolution in support of House Bill 24 would be helpful, and the lobbyist affirmed it.

13 **Town Clerk Coleman** said that a copy of this Resolution would be forwarded to the
14 Town's Representatives and the entire Wake County delegation to keep them informed of the
15 Council's position.

16 **Councilmember Gantt** asked if this was just for Wake County only.

17 **Councilmember Mahaffey** said that Bill 59 was for the entire State of North Carolina.

18 **Councilmember Gantt** asked if a County-by-County version could be possible.

19 **Councilmember Mahaffey** said that it is his understanding that it must be uniform
20 across the State

21 **Mayor Pro Tempore Gray** said that the Resolutions reflect larger Legislative desires
22 and reflects the values that the Town has always tried to aspire to. He said this also directly
23 affects the Towns ability and authority to do things and this is us asking in a formal way to be
24 able to have the authority to do so.

25 **Councilmember Mahaffey** said that these Resolutions directly speak to items on the
26 Legislative agenda that was just adopted.

27 **Councilmember Zegerman** said that issuing these types of Resolutions is something
28 that should be done more often. He said he thinks the Council is too passive with their
29 positions on State Legislation.

30 **Councilmember Killingsworth** said that this highlights what the Council already does
31 and puts a public stamp on it saying this is where the Council stands for the residents of
32 Apex.

33 **Councilmember Mahaffey** said that it does say the Town of Apex is passing this
34 resolution.

35 **Mayor Gilbert** said that he supports these Resolutions but going forward if a
36 Resolution is not unanimously approved by Council he would not support it.

37 **Councilmember Gantt** said that this seems less partisan and more about Town
38 operation and he is supportive. He said he thinks there is some value is being passive
39 sometimes.

40 **Councilmember Mahaffey** said that to the Mayor's point about being passive that
41 there may be a difference in the language that is used. He said that if you are in opposition
42 may be more offensive than supporting a bill.

1 **Councilmember Zegerman** said that the Council should not go partisan and that
2 these are not partisan, but he understands some of the reservations.

3
4 A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember**
5 **Killingsworth** to approve the NB2 and NB3 Resolution in support of House Bill 24 and
6 Resolution in Support of House Bill 59.

7
8 **VOTE: UNANIMOUS (5-0)**

9
10 **[CLOSED SESSION]**

11
12 A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember**
13 **Killingsworth**, to enter into closed session pursuant to NCGS §143-318.11(a)(3)
14 at **7:20 p.m.**

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

16 Council entered into Closed Session at 7:18 p.m.

17
18 **CS1 Laurie Hohe, Town Attorney**

19
20 **NCGS §143-318.11(a)(3):**

21 "To consult with an attorney employed or retained by the public body in order to preserve
22 the attorney client privilege between the attorney and the public body."

23
24 **CS2 Laurie Hohe, Town Attorney**

25
26 **RE: Town of Apex v. Lund**

27 **NCGS §143-318.11(a)(3):**

28 "To consult with an attorney employed or retained by the public body in order to preserve
29 the attorney client privilege between the attorney and the public body."

30
31 Council returned to open session at **8:13 p.m.**

32
33 A **motion** was made by **Mayor Pro Tempore Gray** and seconded by **Councilmember**
34 **Killingsworth**, for Resolution authorizing the eminent domain proceedings to acquire a
35 public utility easement with regard to the Roberts Road water line.

36
37 **VOTE: UNANIMOUS (5-0)**

38 A **motion** was made by **Mayor Pro Tempore Gray** and seconded by **Councilmember**
39 **Killingsworth**, for Resolution authorizing the eminent domain proceedings to acquire a

DRAFT | FEBRUARY 25, 2025 REGULAR TOWN COUNCIL MEETING MINUTES

1 public utility easement serving the Big Branch Basin area and the Big Branch Force Main
2 project.

3

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

5

6 **[ADJOURNMENT]**

7

8 **Mayor Gilbert** adjourned the meeting at **8:15 p.m.**

9

10 Jacques K. Gilbert
11 Mayor

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

14 Submitted for approval by Town Clerk Allen Coleman and approved on_____.

15

16

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA
Meeting Date: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated February 24, 2025.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on March 17, 2025, approved and accepted the enclosed tax report for the Town of Apex, dated February 24, 2025 for the period of January 1, 2025 through January 31, 2025.

Attachments

- CN8-A1: Tax Report for January 2025





Board of Commissioners

P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180

FAX 919 856 5699

SUSAN P. EVANS, CHAIR
DON MIAL, VICE-CHAIR
VICKIE ADAMSON
SAFIYAH JACKSON
CHERYL STALLINGS
SHINICA THOMAS
TARA WATERS

March 18, 2025

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 March 17, 2025, 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,

Antoinette H. Womack
Deputy Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 03/17/2025

Approved by:

DocuSigned by:
Kim Lortved
445202433244400

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 ALLEN, GLENDA E ALLEN, JULIAN W III 936 CAROLINA BELL RD APEX NC 27502 4320	0000414583-2024-2024-000000	City County 157.59 238.01	395.60	395.60
2 CORELOGIC 3001 HACKBERRY RD IRVING TX 75063 0156	0000283427-2024-2024-000000	City County 153.00 231.07	384.07	384.07
3 PEAK CITY PTNR LLC PO BOX 33787 RALEIGH NC 27636	0000455689-2024-2024-000000	City County 192.12 290.16	482.28	482.28
4 PETILLI, MICHAEL 1107 S ALODIE CT APEX NC 27502 5235	0004214213-2024-2024-000000	City County 85.47 129.08	214.55	214.55
		City County 588.18 888.32	1,476.50	1,476

*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
03C5063804D7486...

WAKE COUNTY TAX ADMINISTRATION

01/01/2025 - 01/31/2025

Rebate Detail Report

APEX

DATE

TIME

02/24/2025

11:50:43 AM

REBATE NUM	PROPERTY	CITY LATE TAG LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
------------	----------	--------------------	-----------------	---------------	--------------	----------------	----------	----------	--------------	-------

BUSINESS REAL ESTATE ACCOUNTS

905645	68,793.22	0.00	0.00	0.00	68,793.22	1/10/2025	0000365841	2024	2024	000000	BROADSTONE WALK LLC
906634	10,625.00	0.00	0.00	0.00	10,625.00	1/17/2025	0000012278	2024	2024	000000	APEX INDEPENDENT LIVING LLC
906629	1,069.79	0.00	0.00	0.00	1,069.79	1/17/2025	0000104683	2024	2024	000000	EAGLE ROCK CONCRETE LLC
906621	261.54	0.00	0.00	0.00	261.54	1/17/2025	0000065274	2024	2024	000000	HIPEX PROPERTIES LLC
906617	3,516.93	0.00	0.00	0.00	3,516.93	1/17/2025	0000047822	2024	2024	000000	GORE LINE PROPERTIES LLC
906453	1,585.84	0.00	0.00	0.00	1,585.84	1/16/2025	0000196477	2024	2024	000000	HIPEX PROPERTIES, LLC
906452	5,233.39	0.00	0.00	0.00	5,233.39	1/16/2025	0000203236	2024	2024	000000	GORE LINE PROPERTIES LLC
906448	2,199.41	0.00	0.00	0.00	2,199.41	1/16/2025	0000214120	2024	2024	000000	TESSIE PROPERTIES LLC
906442	2,392.24	0.00	0.00	0.00	2,392.24	1/16/2025	0000233469	2024	2024	000000	CLASSIC CLARK LLC
906439	1,985.46	0.00	0.00	0.00	1,985.46	1/16/2025	0000248300	2024	2024	000000	TESSIE PROPERTIES LLC
906434	110.58	0.00	0.00	0.00	110.58	1/16/2025	0000304721	2024	2024	000000	TESSIE PROPERTIES LLC
906431	1,469.65	0.00	0.00	0.00	1,469.65	1/16/2025	0000352044	2024	2024	000000	TAMSBURG - BEAVER CREEK LLC
906426	1,043.15	0.00	0.00	0.00	1,043.15	1/16/2025	0000416812	2024	2024	000000	HIPEX PROPERTIES LLC
907315	3,242.38	0.00	0.00	0.00	3,242.38	1/24/2025	0000165055	2024	2024	000000	JORDAN LUTHERAN CHURCH INC
907953	5,889.21	0.00	0.00	0.00	5,889.21	1/31/2025	0000219743	2024	2024	000000	HMM INVESTMENTS I LLC
907957	4,899.98	0.00	0.00	0.00	4,899.98	1/31/2025	0000356960	2024	2024	000000	HMM INVESTMENTS I LLC
907958	4,518.81	0.00	0.00	0.00	4,518.81	1/31/2025	0000356961	2024	2024	000000	HMM INVESTMENTS I LLC
905341	192.12	0.00	0.00	0.00	192.12	1/10/2025	0000455689	2024	2024	000000	PEAK CITY PTNR LLC
905645	3,510.74	0.00	0.00	0.00	3,510.74	1/10/2025	0000365841	2024	2024	002000	BROADSTONE WALK LLC
906781	101,647.50	0.00	0.00	0.00	101,647.50	1/19/2025	0000422648	2024	2024	000000	APEX TOOL U.S. REAL ESTATE HOLDING, LLC
906421	3,266.41	0.00	0.00	0.00	3,266.41	1/16/2025	0000451619	2024	2024	000000	CLASSIC CLARK LLC

SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS

227,453.35 0.00 0.00 0.00 227,453.35 227,453.35 21 Properties Rebated

INDIVIDUAL PROPERTY ACCOUNTS

905022	58.05	30.00	0.00	0.00	88.05	1/2/2025	0007027156	2024	2023	000000	ZISKIN, NATALIE ELIZABETH
905813	28.23	0.00	2.82	0.00	31.05	1/9/2025	0007000713	2024	2024	000000	COLTON, CHRISTINE DEBRA
905175	125.24	30.00	0.00	0.00	155.24	1/7/2025	0007026260	2024	2023	000000	PARHAM, ANDREW THOMAS

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	211.52	60.00	2.82	0.00	274.34		274.34		3 Properties Rebated		
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INDIVIDUAL REAL ESTATE ACCOUNT

905028	157.59	0.00	0.00	0.00	157.59	1/10/2025	0000414583	2024	2024	000000	ALLEN, GLENDA E
907939	1,018.09	0.00	0.00	0.00	1,018.09	1/31/2025	0000030296	2024	2024	000000	PROCTOR, MICHAEL A
906438	1,013.05	0.00	0.00	0.00	1,013.05	1/16/2025	0000251334	2024	2024	000000	SKIP LINE PROPERTIES LLC
907936	456.83	0.00	0.00	0.00	456.83	1/31/2025	0000442649	2024	2024	000000	SHAH, RAJESH B
907139	153.00	0.00	0.00	0.00	153.00	1/24/2025	0000283427	2024	2024	000000	COCHRANE, BRENT EVANS
907155	325.75	0.00	0.00	0.00	325.75	1/23/2025	0000005560	2024	2024	000000	PROCTOR, JAMES A

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	3,124.31	0.00	0.00	0.00	3,124.31		3,124.31		6 Properties Rebated		
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WILDLIFE BOAT ACCOUNTS

905639	26.75	0.00	2.68	0.00	29.43	1/22/2025	0004203446	2024	2024	000000	REICHERT, ARTUR
905644	85.47	0.00	0.00	0.00	85.47	1/22/2025	0004214213	2024	2024	000000	PETILLI, MICHAEL
905176	368.34	0.00	0.00	0.00	368.34	1/22/2025	0004218495	2024	2024	000000	CARLTON, TIM BENJAMIN
905972	71.73	0.00	7.17	0.00	78.90	1/10/2025	0004204666	2024	2024	000000	POTI, DAVID STEPHEN

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	552.29	0.00	9.85	0.00	562.14		562.14		4 Properties Rebated		
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TOTAL REBATED FORAPEX	231,341.47	60.00	12.67	0.00	231,414.14		231,414.14		34 Properties Rebated for City		
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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: March 25, 2025

Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

Requested Motion

Receive as information an update on the Town's Yard Waste Program and provide guidance as deemed appropriate or necessary.

Approval Recommended?

N/A

Item Details

The purpose of this agenda item is to provide an update on the town's current yard waste programming and receive feedback from the elected body.

The Apex Town Council previously provided feedback to staff during the December 14, 2023 and March 19, 2024 Town Council Work Session. Meeting minutes from those dates are included as attachments.

Updates to include progress on Data Collection, Ordinance Enforcement Mechanisms, and Yard Waste Program Cost Analysis.

Attachments

- PR6-A1: Approved Meeting Minutes from December 14, 2023 - Town Council Work Session
- PR6-A2: Approved Meeting Minutes from March 19, 2024 - Town Council Work Session
- PR6-A3: PowerPoint (**to be provided at the meeting**)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: OLD BUSINESS

Meeting Date: March 25, 2025

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Receive as information an update on the Social District for the Town of Apex and provide direction to staff on various elements that are needed to move forward

Approval Recommended?

N/A

Item Details

Town staff has prepared a draft plan and ordinance for the proposed social district in Downtown Apex. The draft includes recommendations from staff regarding several decision points that are yet to be determined. These scenarios are identified in the staff memo and presented to the Town Council for discussion and direction.

Attachments

- OB1-A1: Staff Memorandum - Social District for the Town of Apex
- OB1-A2: DRAFT Management Plan - Social District for the Town of Apex
- OB1-A3: Proposed Social District Area Map





March 21, 2025

To: Shawn Purvis, Deputy Town Manager
Cc: Randy Vosburg, Town Manager
From: Joanna Helms, Economic Development Director
Re: Social District Plan Draft

The purpose of this memo is to highlight scenarios and options in the social district plan that have not been finalized. This memo includes an overview of the scenarios, options for each scenario, and the staff recommendation currently included in the draft plan.

Background

On July 7, 2022, North Carolina General Assembly Session Law 2022-49 was ratified, codifying local governments' authority to establish "Social Districts" within their jurisdictions. These Social Districts allow for shared spaces where on-premises licensed establishments (e.g., bars, breweries, restaurants) may sell alcoholic beverages in designated containers to be taken into the common area for consumption. Town staff began exploring the option of a social district shortly after the session passed. In December 2024, the Town Council directed staff to develop a social district plan and ordinance to be considered in 2025.

Discussion

The below scenarios represent decision points to still be made for the social district plan. Staff anticipate discussion with the Town Council to receive a general consensus for direction on each scenario.

1. Official signage that opt-in businesses will display in their place of business

Scenario A (included in draft): Town creates and provides signage for ABC permitted opt-in businesses as follows:

- **GREEN LIGHT/GREEN LIGHT** – Business patrons can purchase and take their alcoholic beverage out of the business in a designated Social District cup **and** business patrons can bring in alcoholic beverages from another business in a designated Social District cup.
- **GREEN LIGHT/YELLOW LIGHT** – Business patrons can purchase and take their alcoholic beverage out of the business in a designated Social District cup **but cannot** bring in alcoholic beverages from another business.

Scenario A allows the signage itself to make patrons aware of the regulations at the specific business. The business owner and staff can also advise their patrons if needed.

Scenario B: Town creates signage and provides signage for ABC permitted opt-in businesses:

- **GREEN LIGHT** – Business patron can purchase and take your alcoholic beverage out of here

Scenario B places the responsibility solely on the business to make the patron aware of the situation at the specific business, i.e. the business would have to advise a patron if they could or could not bring in an alcoholic beverage in from another business.

Neither Scenario A nor B pertain to non-ABC permitted businesses. Signage for non-ABC permitted businesses would be created by the Town as follows:

- **GREEN LIGHT** – can bring in your alcoholic beverage
-OR-
- **RED LIGHT** – cannot bring in your alcoholic beverage

2. Required Social District container options regarding the type of cup and reordering of supplies

There are two cup type options to meet the requirements of the social district. Both options are recyclable. Each type of cup differs in cost. A recent survey of downtown ABC-permitted businesses indicated a preference for the clear plastic cup option.

- **Aluminum (included in draft)**
-OR-
- **Clear Plastic** – Apex ABC permitted businesses prefer per recent survey

Social district regulations dictate the size limits of the cups and the information that must be present on each cup. The cups are not reusable on different dates and the inventory will need to be replenished from time to time. Most municipalities provide guidance to businesses for what cups need to be ordered and rely on the businesses to purchase the cups. Some municipalities have provided cups to the businesses.

- **Businesses order from one preferred vendor that the Town designates. (included in draft)** – Town staff is recommending the Town purchase the initial order of containers for all the ABC permitted opt-in businesses (specific amount TBD). After the initial order is depleted, the ABC-permitted businesses will be responsible for ordering their containers.
-OR-
- **Businesses order through a vendor they choose using the required and standardized type, logos, verbiage, etc.**



DRAFT

**DOWNTOWN APEX SOCIAL DISTRICT
MANAGEMENT PLAN**

NOTE: Items highlighted indicate need for further vetting and/or determination.

**DOWNTOWN APEX SOCIAL DISTRICT
MANAGEMENT PLAN**

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Maintenance and Management Plan

Introduction

On July 7, 2022, North Carolina General Assembly Session Law 2022-49 was ratified, codifying local governments' authority to establish "Social Districts" within their jurisdictions. These Social Districts allow for shared spaces where on-premises licensed establishments (e.g., bars, breweries, restaurants) may sell alcoholic beverages in designated containers to be taken into the common area for consumption. The Town of Apex (the "Town") has established such a Social District, designated "(name TBD)".

This plan outlines the maintenance and management of the Downtown Apex Social District, which will be submitted to the North Carolina ABC Commission and placed on the Town of Apex website.

District Boundaries

The boundaries of the Downtown Apex Social District are shown on the map on page 8. The district includes the, public walkways, thoroughfares, and other areas on the following streets and included within the map:

- **Salem Street** (Salem Heritage Plaza to Williams Street)
- **Chatham Street** (Elm Street to 202 W. Chatham Street)
- **Elm Street** (E Chatham Street to Olive Street)
- **Saunders Street** (N Salem Street to 215 Saunders Street)

Times of Operation

The Downtown Apex Social District would allow the consumption of alcoholic beverages within district boundaries during the following hours, unless otherwise modified by the Town of Apex Town Council, Town Manager, or Chief of Police:

- Monday to Sunday: 11:00 a.m. to 10:00 p.m.

Management

The Town of Apex has designated the Downtown Apex Social District to allow citizens to enjoy alcoholic beverages within the district. Signage will be posted in accordance with NCGS 18B-300.1(d).

The Downtown Apex Social District will be managed by the following Town department: (TBD)

Enforcement and Oversight

- The Town of Apex Police Department will be responsible for enforcing the rules of the Social District or as agreed between an event holder and Town of Apex.
- The Town reserves the right to prohibit an ABC permittee from participating in the district if they violate the Social District management plan, Town Ordinances, or State or Federal law.

ABC-Permit Holders and Non-ABC-Permit Holders

ABC-permit holders and non-ABC-permit holders within the Social District boundaries may "opt in" or "opt out" of participation.

- **Opt-Out:** Businesses that choose not to participate in the Social District do not need to take any action.
- **Opt-In:** Businesses wishing to participate must complete a form and agree to comply with the rules, regulations, and requirements set forth by the Town, the ABC Commission, and applicable statutory requirements.

ABC-Permitted Businesses (Opt-In):

ABC-permitted businesses that opt in must adhere to the following:

- May sell and serve alcoholic beverages only on their licensed premises.
- Must comply with all legal requirements for carding and limiting consumption of alcoholic beverages.
 - The establishment may only serve two beer or wine drinks or one liquor drink to one patron at a time.
- May only sell alcoholic beverages for consumption in open containers that meet the following criteria:
 - The container must clearly identify the permittee from which the beverage was purchased.
 - The container must display a logo or other mark indicating it is part of the Social District.
 - The container must be made of non-glass material.
 - The container must display the statement "Drink Responsibly – Be 21" in at least 12-point font.
 - The container cannot hold more than 16 fluid ounces.

Non-ABC-Permitted Businesses (Opt-In):

- May only allow alcoholic beverages purchased from an ABC-permittees within the Social District to be possessed and consumed on their premises.
- Alcoholic beverages must:
 - Be in designated Social District containers.
- Must post signage at exits indicating that alcohol may not be taken beyond certain points.
- During the operating hours of the Social District, businesses that permit alcohol on their premises must grant law enforcement access to areas accessible by customers.

Beverage Containers and Rules of Use

The following regulations apply to containers within the Social District:

- 1) The container must clearly identify the permittee from which the beverage was purchased.
- 2) The container must display a logo or other mark indicating it is part of the Social District.
- 3) The container must display the statement "Drink Responsibly – Be 21" in at least 12-point font.
- 4) The container is not comprised of glass material.
- 5) The container shall not hold more than 16 fluid ounces.
- 6) The permittee shall not allow a person to enter or reenter its licensed premises with an alcoholic beverage not sold by the permittee.
- 7) A person shall dispose of any alcoholic beverage in their possession prior to exiting the social district.
- 8) (Add item regarding initial purchase of containers by the Town and subsequent purchase of the containers by the opt-in businesses.)

District Designation and Logo

- The Downtown Apex Social District will utilize the logo provided by the Town of Apex.
- The boundaries of the Social District will be clearly marked with signs affixed to all entrance/exit points.
- All Social District containers must be non-glass and no more than 16 fluid ounces. Required policy information can be printed directly on the container or on a label that is securely affixed to the container.
- The Social District logo may be printed in color or black and white, with text in at least 12-point font.
- A digital file of the Downtown Apex Social District Logo will be provided to ABC-permitted business that opted-in.
- Participants are prohibited from altering the logo design or distributing it to third parties without prior Town of Apex approval for any purpose other than printing on beverage containers/labels. Social District containers may not be used when the district is not in operation.

Signage and Communication:

- The Town will create a logo for the Social District and install boundary markers to clearly define the area.
- Signage will be posted in accordance with NCGS 18BB within the district and at the district boundaries.
- The Town will also design, print, and distribute signage and window clings to businesses within the district, which must display their status in the Social District: (add more information regarding signage and verbiage).

Special Events in the Social District

- The Town's Parks, Recreation, and Cultural Resources Department will provide information on the Downtown Apex Social District to those applying to host a special event within or adjacent to the district.
- The ABC Commission may issue permits for one-time special events within or partially within the Social District. If such an event is scheduled during operating hours, the event permittee must notify the ABC Commission and law enforcement to ensure compliance with Social District regulations.
- The Town reserves the right to cease operation of the Social District for special events or at the discretion of the Town Manager or Chief of Police.

Sanitation and Maintenance

The Town's Public Works and Parks, Recreation & Cultural Resources will provide sanitation services within the district including trash removal and litter pick up. Trash/recycling receptacles will be located at the boundaries of the Social District to encourage proper disposal of used cups and unconsumed alcohol. Additional receptacles will be located throughout the district as available.

Financing

The costs of establishing and managing the Downtown Apex Social District will be funded by the Town of Apex.

Insurance

The Town of Apex is insured for its management and operation of the Social District.

General Marketing and Information

- Marketing for the Social District will be provided by the Town of Apex, in collaboration with ABC-permitted establishments, during the operational hours of the district.
- All Downtown Apex Social District provisions, including a map and up-to-date list of participating businesses, will be posted on the Town's website.

Resolution Creating the Downtown Apex Social District

RESOLUTION No. _____

RESOLUTION

WHEREAS, North Carolina General Assembly Session Law 2022-49 for ABC Social Districts was ratified on July 7, 2022; and

WHEREAS, the law allows for governing bodies of local government to establish Social Districts where Permittees may sell alcoholic beverages in designated cups to be possessed and/or consumed within the Social District; and

WHEREAS, the Downtown Apex Social District shall be created and managed by the Town of Apex; and

WHEREAS, the Apex Town Council finds that the designation of Social Districts pursuant to the law is in the best interest of the citizens and businesses of the Town of Apex; and

WHEREAS, the Apex Town Council designates the Social District shown in the Ordinance as Downtown Apex Social District.

NOW, THEREFORE, BE IT RESOLVED, the Town of Apex does hereby adopt and approve the ordinance attached hereto creating the Downtown Apex Social District.

Adopted on May __, 2025.

Attest:

TOWN OF APEX

Allen Coleman
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe
Town Attorney

Ordinance Creating the Downtown Apex Social District

ORDINANCE NO. 2025-__

AN ORDINANCE TO AMEND SECTION 14-14 OF THE CODE OF ORDINANCES OF THE TOWN OF APEX

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

Section 1. Section 14-14 of the Code of Ordinances of the Town of Apex is hereby amended to read as follows, with additions shown as bold, underlined text, and deletions shown as struck-through text:

Sec. 14-14. - Consumption and possession of open containers of malt beverages and unfortified wine prohibited on public streets and municipal property.

- (a) Definitions. In addition to the common meanings of words, the following definitions shall be applicable herein:

ABC permit means any permit required by the North Carolina Alcoholic Beverage Control Commission or any successor agency.

Alcoholic beverage(s) has the same meaning as the term “Alcoholic beverage” defined in G.S. 18B-101.

Malt beverage has the same meaning as the term “Malt beverage” defined in G.S. 18B-101.

Open container of alcoholic beverage(s) has the same meaning as the term “open container” (found/used?) in G.S. 18B-300.

Public street means any highway, road, street, avenue, boulevard, alley, bridge, or other way within and/or under the control of the town and open to public use, including the sidewalks of any such street.

Social district has the same meaning as the term “social district” defined in G.S. 18B-300.1.

Unfortified wine has the same meaning as the term “Unfortified wine” defined in G.S. 18B-101.

- (b) *Consumption on the public streets and municipal property prohibited.* It shall be unlawful for any person who is not an occupant of a motor vehicle to consume malt beverages and/or unfortified wine on the public streets. Furthermore, it shall be unlawful for any person to consume malt beverages and/or unfortified wine on any property, whether located inside or outside the corporate limits, owned, occupied, or controlled by the town including, but not limited to, public buildings and the grounds appurtenant thereto, municipal parking lots, public parks, public greenways, playgrounds, recreational areas, tennis courts, and other athletic fields; provided that this sentence shall not apply to property owned or leased by the town which is leased or subleased to another party under terms that transfer the day-to-day control and operation of the property to the other party or to the Halle Cultural Arts Center of Apex when leased to another party under the terms and conditions of the cultural arts center rental agreement. **Notwithstanding the above, the provisions of this section shall not be applicable to any public streets or municipal property located within a social district during its hours of operation provided that all rules, regulations, and laws governing the consumption of alcoholic beverages within the social district are adhered to, including but not limited to those set forth in G.S. 18B-300.1.**

- (c) *Possession of open containers on the public streets and on municipal property prohibited.* It shall be unlawful for any person who is not an occupant of a motor vehicle to possess any open container of malt beverage and/or unfortified wine on the public streets. Furthermore, it shall be unlawful for any person to possess any open container of malt beverage and/or unfortified wine on any property, whether located inside or outside the corporate limits, owned, occupied, or controlled by the town including, but not limited to, public buildings and the grounds appurtenant thereto, municipal parking lots, public parks, public greenways, playgrounds, recreational areas, tennis courts, and other athletic fields; provided that this sentence shall not apply to property owned or leased by the town which is leased or subleased to another party under terms that transfer the day-to-day control and operation of the property to the other party or to the Halle Cultural Arts Center of Apex when leased to another party under the terms and conditions of the cultural arts center rental agreement. **Notwithstanding the above, the provisions of this section shall not be applicable to any public streets or municipal property located within a social district during its hours of operation provided that all rules, regulations, and laws governing the consumption of alcohol within the social district are adhered to, including but not limited to those set forth in G.S. 18B-300.1.**
- (d) *Exemption for special events.* The consumption of **alcoholic beverages** and the possession of an open container of the same, during a special event for which alcohol service has been approved by the town and within such area(s) designated for alcohol possession and consumption, shall be exempt from subsections 14-14(b) and (c) if the service of such **alcoholic beverages** is pursuant to a valid ABC permit and in conformity with the ABC laws.
- (e) **Social districts. Pursuant to the provisions of North Carolina General Statutes 160A -205.4 et seq a city may adopt an ordinance designating a social district for use in accordance with G.S. 18B-300.1.**
- a. **Management. City Social Districts shall establish management and maintenance plans for the social district in accordance with the requirements contained in G.S. 160A-205.4 and 18B-300.1.**
- b. **The Town hereby creates and designates the following Social District(s):**
- i. **Downtown Apex Social District which is designated as the area within the Town as follows:**
1. **(Attached as Exhibit) Downtown Apex Social District. A social district shall be established within the following boundaries and in accordance with the attached exhibit: beginning at the intersection of the northern W. Chatham Street right-of-way line and the southwestern corner of 106 W. Chatham Street, being the Point of Beginning, continuing east to the western right-of-way line for N. Salem Street, then north along the western right-of-way line for N. Salem Street to the point where N. Salem Street intersects with the northeastern corner of 301 N. Salem Street, then east across N. Salem Street to the eastern right-of-way line of N. Salem Street, then south along N. Salem Street to the northern right-of-way line of E. Chatham Street, then east along E. Chatham Street to the western property line for CSX railroad, then south across E. Chatham Street to the intersection of the southern E. Chatham Street right-of-way line and the northeastern corner of 103 S. Salem Street, then west along the southern East and West Chatham Street right-of-way line to a point due south of the Point of Beginning in the W.**

Chatham Street right-of-way line, then due north across W. Chatham Street to the Point of Beginning.

The days and hours of operation for the Downtown Apex Social District shall be seven days a week from 11 a.m. to 10 p.m., unless modified by resolution of the town council, or as required for public safety by the Town Manager or Apex Chief of Police.

c. Licenses. Any business establishment with the Downtown Apex Social District which holds a valid ABC permit desiring to engage as a Social District participant, must complete an online form with the Town indicating they are opting-in to the Social District. The establishment shall be responsible to operate its business in accordance with all City and State ordinances, laws, rules, regulations and operations plan governing Social District activities.

(f) *Penalty.* Violation of this section shall constitute a misdemeanor punishable in accordance with G.S. 14-4 and is subject to a fine not to exceed \$100.00.

Section 2. 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 3. 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 4. Effective Date. This ordinance shall be effective upon adoption.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2025.

Attest: TOWN OF APEX, NORTH CAROLINA

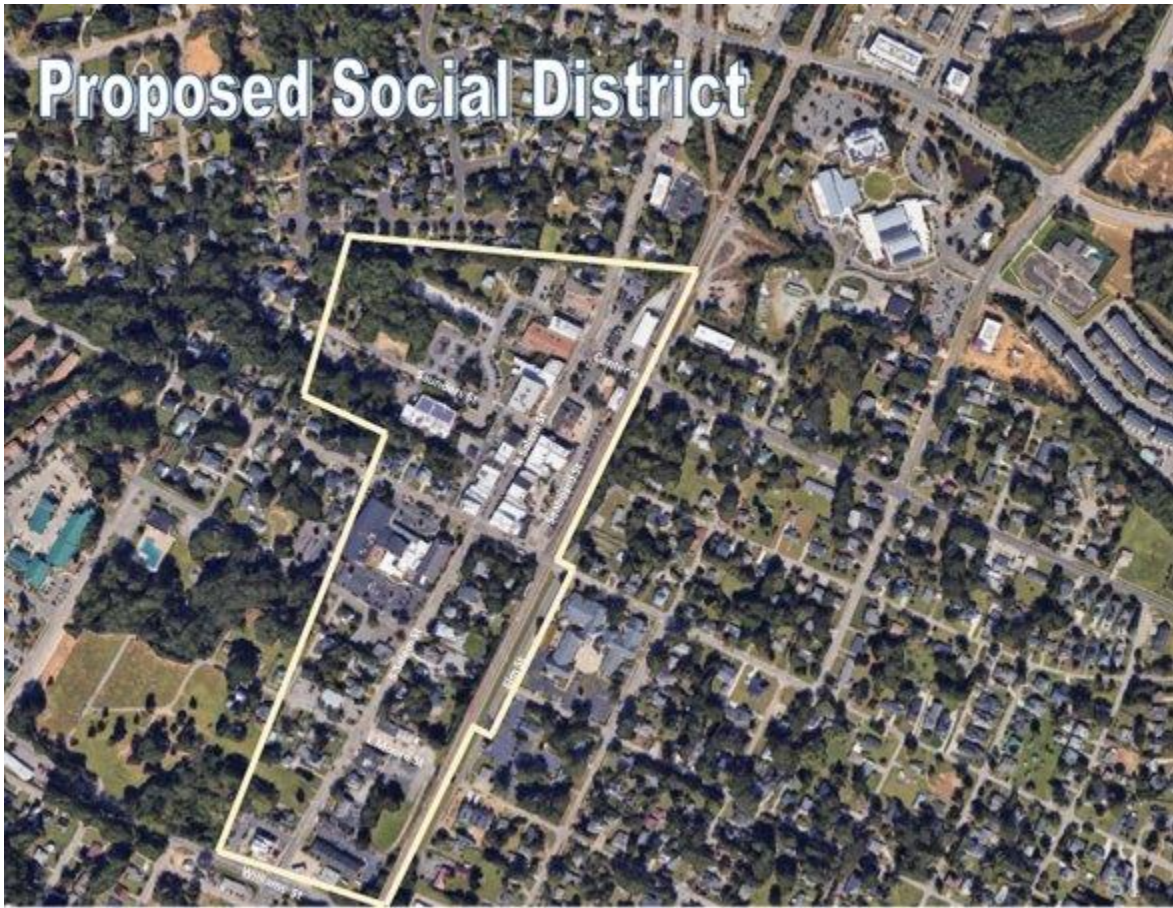
Allen Coleman, CMC, NCCCC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe,
Town Attorney

Map of Downtown Apex Social District



- **Salem Street** (Salem Heritage Plaza to Williams Street)
- **Chatham Street** (Elm Street to 202 W. Chatham Street)
- **Elm Street** (E Chatham Street to Olive Street)
- **Saunders Street** (N Salem Street to 215 Saunders Street)

Proposed Social District



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Consider the modifying the Town Council Committee Structure to align with the Town's Strategic Game Plan.

Approval Recommended?

N/A

Item Details

The Apex Town Council unanimously adopted "Game Plan Apex", the Town's Strategic Framework on September 13, 2022. Following adoption, Town staff begin executing on many of the identified priority areas including a restructure of the organization which led to the creation of several Town Departments.

The Council's Rules Committee has met multiple times and discussed aligning the Council's Committees with the new strategic framework of the Town. Many of the Council's Committees were created decades ago and never given a clear charter or purpose for existence. The proposed Council Committee structure creates clear objectives, membership, and advisory board alignments were applicable. Additionally, it ensures each Town department has a designated "home" committee and clarifies where certain policy recommendations should be routed.

In June 2024, the Department Director's considered the proposed changes and in November 2024, the Council's Rules Committee unanimously approved the proposed structure.

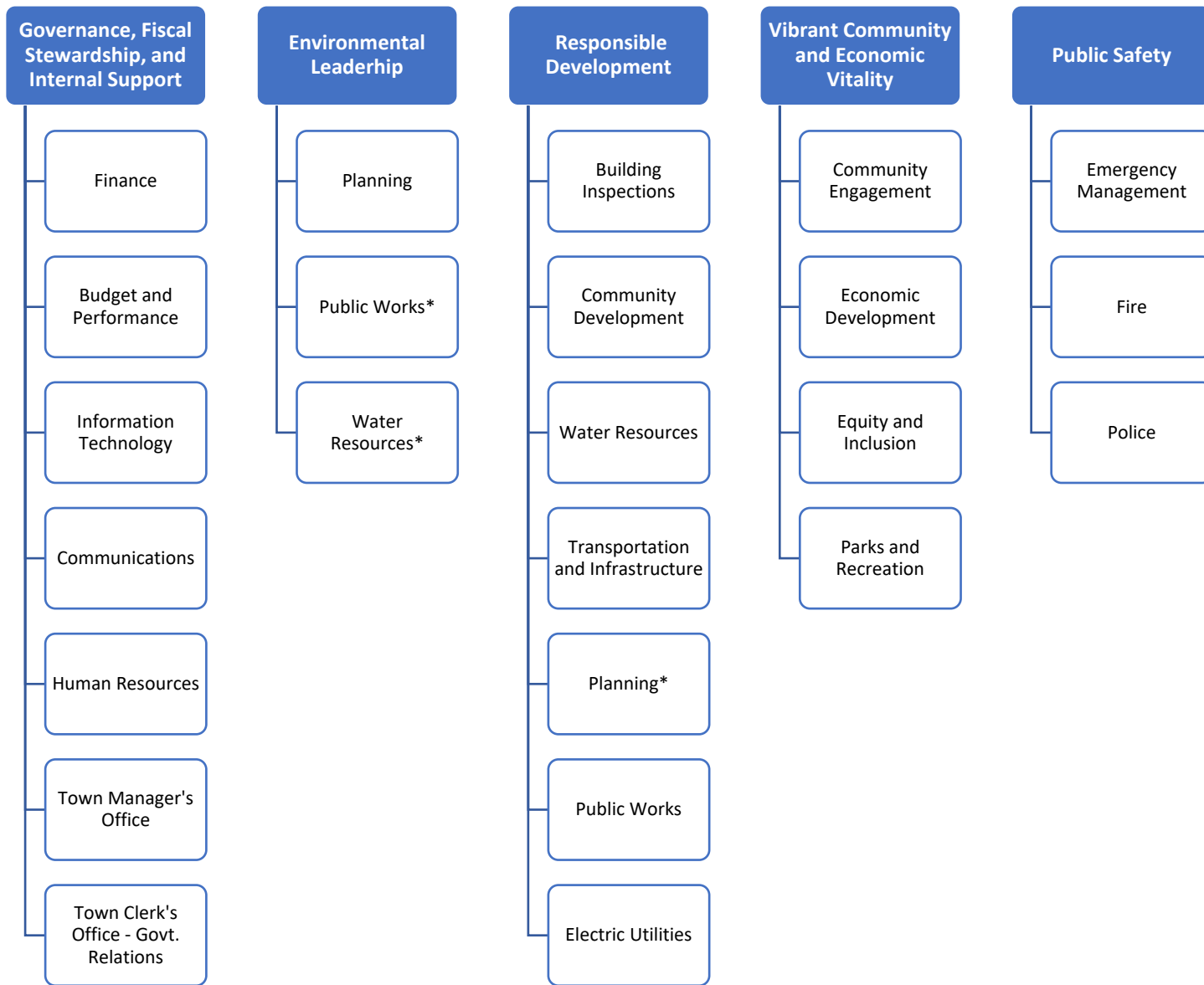
The purpose of this agenda item is to review the proposed Council Committee Structure and provide feedback as appropriate. The New Council Committee structure will be presented for adoption under consent in April and be set for an effective date of July 1, 2025.

Attachments

- NB1-A1: Proposed Town Council Committee Structure
- NB1-A2: Existing Town Council Committee Structure



TOWN OF APEX COUNCIL COMMITTEE FRAMEWORK



TOWN OF APEX COUNCIL COMMITTEE FRAMEWORK

Governance, Fiscal Stewardship, and Internal Support Committee

Objective: Governance related matters and the policy development process; Government Relations Strategy Recommendations, Town Council’s Rules of Procedures, establishment of Council Committees; the annual budget process, capital improvement programming and debt, financial reporting, annual audit, and fees; and Policies and strategies related to Human Resources, including personnel, benefits, and compensation; Communication strategies and Innovative practices, policies related to advisory boards and commissions.

Membership: Two Elected Members

Advisory Board Alignment: N/A

Environmental Leadership Committee

Objective: Ensure the contributions of natural resources to human well-being are explicitly recognized and valued and that maintaining their health is a primary objective; Public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, healthcare, environmental justice, and safe neighborhoods; Building and maintenance resilience to climate change

Membership: Two Elected Members

Advisory Board Alignment: Environmental Advisory Board (EAB), Planning Board

TOWN OF APEX COUNCIL COMMITTEE FRAMEWORK

Responsible Development Committee

Objective: Support Town Council’s long-range vision and comprehensive planning goals; Provide direction on development policies and processes and transportation standards that ensure sustainable development and redevelopment strategies; and Ensure that all local proposals account for, connect with, and support the plans of adjacent jurisdictions and the surrounding region; Review policy updates and make policy recommendations that enhance the quality of life in Apex and the livability of neighborhoods on all matters relating to the creation and maintenance of housing within the Town, including public housing and affordable private housing; Review policy matters relating to solving homelessness and the provision of services to unhoused individuals within the Town; and Oversee the City’s investments of Federal Housing and Urban Development (HUD) Funding Programs to address a wide range of community development needs.

Membership: Two Elected Members

Advisory Board Alignment: Planning Board, Multimodal Transportation Advisory Board (MTAB)

Economic Vitality and Community Support Committee

Objective: Provide economic development strategies that enhance the health of the economy and improve the employability of Apex residents; Reviews and recommends policies that promote workforce development, economic opportunities and business growth.

Membership: Two Elected Members

Advisory Board Alignment: Parks and Recreation Advisory Board, Arts and Culture Advisory Board

TOWN OF APEX COUNCIL COMMITTEE FRAMEWORK

Public Safety Committee

Objective: Public safety policy direction in areas of interest including police, fire, EMS, and emergency management.

Membership: Two Elected Members

Advisory Board Alignment: N/A (Current) – Potential Future: Police Advisory Board or Public Safety Advisory Board

Economic
Development

Finance

Personnel

Planning

Rules

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for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Consider modifying the Town Council Regular Meeting Agenda Format and possible motion to adopt the recommended changes effective July 1, 2025.

Approval Recommended?

N/A

Item Details

The Apex Town Council's Regular Meeting Agenda Format has generally been the same over the years. The proposed changes are to clarify certain sections and eliminant vague/unclear sections of the regular meeting agenda.

The Town Council's Rules Committee reviewed the agenda format recommendations on Friday, November 15, 2024, and unanimously recommended approval.

Attachments

- NB2-A1: Proposed Regular Town Council Meeting Agenda Format



APEX TOWN COUNCIL REGULAR MEETING AGENDA FORMAT

The current agenda format items are in black and the proposed changes are outlined in **RED**.

1. Commencement, Invocation, and Pledge of Allegiance
2. Announcements and Petitions by the Governing Body – **NEW**
(3 three minutes per Elected Official)
3. Adoption of the Meeting Agenda
4. Consent Agenda
5. Council Committee Reports – Monthly – **NEW**
(Presenter: Council Committee Chair)
6. Town Manager’s Report
7. Town Clerk’s Report – **NEW**
(Appointments, Legislative Updates, and Other Administrative Updates)
8. Public Art Moment (Quarterly) – **NEW**
9. Public Forum – Matters Not on the Printed Agenda
10. Proclamations / Special Presentations – **MODIFICATION**
11. Public Hearings
12. Regular Agenda – **MODIFICATION**
(Consolidation of Old Business, Unfinished Business, and New Business)
13. Informational Items – **NEW**
14. Closed Session
15. Adjournment

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for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: March 25, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(1):

"To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes."

Attachments

- N/A

