AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, September 22, 2026 at 6:00 PM
Council Chambers – Apex Town Hall, 73 Hunter Street
The meeting will adjourn when all business is concluded or 11:00 PM, whichever comes first

Governing Body and Town Senior Executive Leadership

Mayor: Jacques K. Gilbert | Mayor Pro Tempore: Terry Mahaffey
Council Members: Edward Gray, Arno Zegerman, Shane Reese, Sue Mu
Town Manager: Randal E. Vosburg
Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen L. Coleman | Interim Town Attorney: Brian Meyer

English	Spanish	Chinese (Simplified)
ANNOUNCEMENTS Members of the public can 1one1m and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person. The meeting date, start time, and location details are included at the top of this agenda document.	**ANUNCIOS** Las personas interesadas pueden acceder y ver la reunión a través del canal de YouTube de la Ciudad en https://www.youtube.com/c/TownofApexGov o asistir en persona. En la parte superior de este documento de agenda se indican la fecha, la hora de inicio y la ubicación de la reunión.	**公告** 公众可通过镇政府的YouTube频道 https://www.youtube.com/c/TownofApexGov 在线旁听会议，或选择现场参与。会议日期、开始时间及地点详情见本议程文件顶部。
Accommodation Statement: Anyone needing special accommodations to attend this meeting and/or if this 1one1mation 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 (1one) 919-249-1260.	**Aviso sobre adaptaciones:** Si necesita adaptaciones especiales para asistir a esta reunión o requiere esta información en un formato alternativo, comuníquese con la Oficina del Secretario Municipal, ubicada en el segundo piso del Ayuntamiento de Apex, en 73 Hunter Street, por correo electrónico a través de allen.coleman@apexnc.org o llamando al 919-249-1260.	**便利服务声明：** 如需特殊便利服务以参加本次会议，或需要将本信息提供为其他格式，请联系镇书记官办公室。 办公地址：Apex镇政务厅二楼（Hunter街73号） 邮箱：allen.coleman@apexnc.org 电话：919-249-1260

COMMENCEMENT, INVOCATION, AND PLEDGE OF ALLEGIANCE

The Town of Apex values and celebrates diversity and inclusion. We see diversity as a strength that binds our community together – inviting members from different faith communities to deliver the invocation at the beginning of our Council meetings, supports this unity. Recognizing that not everyone practices the same traditions, we welcome you to have a private moment of silence.
Please stand as you are able for the Pledge of Allegiance

ANNOUNCEMENTS AND PETITIONS BY THE GOVERNING BODY

Members of the governing body may use this time to share updates on a variety of different topics or submit petitions for future consideration with the entire board and the community.

ADOPTION OF THE MEETING AGENDA

The Mayor will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions. Items to be pulled or added should be submitted to the Town Clerk in advance of the meeting.

CONSENT AGENDA

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

CN1 Agreement - Memorandum of Agreement w/Central Pines Regional Council - Solid Waste Consortium - through June 30, 2027

Brandon Roberson, Solid Waste Manager, Public Works Department

CN2 Agreement Multi-Year - ITpipes Opco, LLC - IT pipes Mobile CCTV Software to Inspect Sewer Pipe for Compliance - through June 30, 2029

Jonathan Jacobs, P.E., Director, Water Resources Department

CN3 Agreement Multi-Year Ratification - Blue Arrow - Geotab Vehicle Telematics Services - through June 30, 2029

Bill Spare, Fleet Services Manager, Public Works Department

CN4 Agreement Renewal – Data Voice International – Maintenance Agreement for Continued Outage Management Software Support for Water and Electric Systems – through June 30, 2027

Kathy Moyer, Director, Electric Utilities Department

CN5 Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

Allen Coleman, Town Clerk

CN6 Annexation No. 837 – Ivy Glen Subdivision – 0 and 7104 Camp Branch Lane – 22.19 acres

Allen Coleman, Town Clerk

CN7 Tax Report – July 2026

Allen Coleman, Town Clerk

CN8 Unified Development Ordinance (UDO) Amendments – August 2026 – Statement

Bruce Venable, Planner III, Planning Department

TOWN COUNCIL COMMITTEE REPORTS

TR1 Responsible Development Committee Report – Friday, September 18, 2026

Mayor Pro-Tempore Terry Mahaffey, Committee Chair

TOWN MANAGER'S REPORT

TM1 Special Presentation of Recent Awards received by the Apex Electric Utilities Department and Proclamation - Public Power Week 2026 - Sunday, October 04 through Saturday, October 10, 2026

Town Manager, Randy Vosburg and Mayor Jacques K. Gilbert

(A) American Public Power Association Reliability Award,

(B) ElectriCities Safety Award, and

(C) ElectriCities Public Power Award of Excellence in the areas of Future Focused, Provide Superior Power, People

TOWN CLERK'S REPORT

TC1 Appointments – Culture and Arts Advisory Board (CAAB)

Allen Coleman, Town Clerk

TC2 Appointments – Environmental Advisory Board (EAB)

Allen Coleman, Town Clerk

TC3 Appointments – Multimodal Transportation Advisory Board (MTAB)

Allen Coleman, Town Clerk

TC4 Appointments – Parks and Recreation Advisory Board (PRAB)

Allen Coleman, Town Clerk

TC5 Appointments – Planning Board

Allen Coleman, Town Clerk

PUBLIC ART MOMENT QUARTERLY

The quarterly public art moment spotlights local creativity, reflects community voices, and supports informed decisions that strengthen a vibrant and growing cultural landscape. The purpose of this item is to bring awareness and appreciation of local artist.

PA1 Culture and Arts Moment – 3rd Quarter

Tom Colwell, Chair, Town of Apex Culture and Arts Advisory Board

PROCLAMATIONS / SPECIAL PRESENTATIONS

PR1 Proclamation – Apex Prisoner of War and Missing-In-Action (POW/MIA) Day of Honor – Friday, September 25, 2026

Mayor Jacques K. Gilbert

PR2 Proclamation – Fire Prevention Week 2026 – Sunday, October 04 through Saturday, October 10, 2026

Mayor Jacques K. Gilbert

PR3 Proclamation – Indigenous Peoples Day 2026 – Monday, October 12, 2026

Mayor Jacques K. Gilbert

PUBLIC FORUM

Public Forum allows the public an opportunity to address the Mayor and Town Council. The speaker is requested not to address items that appear as Public Hearings. 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.
Members of the public are encouraged to view the Public Forum and Public Hearing Participation Guidelines.

PUBLIC HEARINGS

PH1 Limited Obligation Bond Order Authorization - $16M – Various Streets and Sidewalk Improvement Projects, Town Hall and Tunstall House Renovations and Equipment Improvements, Property Acquisition of Future Public Safety Station

Jon Griffin, Director, Finance Department

PH2 Rezoning Case No. 26CZ06 - Apex Light Industrial Phase III

Joshua Killian, Planner III, Planning Department

PH3 Unified Development Ordinance Amendments - September 2026

Bruce Venable, Planner III, Planning Department

REGULAR MEETING AGENDA

RA1 Ordinance Amendment – Chapter 2 – Administration, Article IV. Apex Environmental Advisory Board, Article V. Culture and Arts Advisory Board, and Article VI. Multimodal Transportation Advisory Board, and Chapter 15 – Parks and Recreation Advisory Board – Resident Advisory Board Appointment Process

Allen Coleman, Town Clerk

RA2 Ordinance Amendment - Chapter 12 - Municipal Utilities and Services, Article V. - Yard Waste Collection – Follow-up from May 28, 2026

John Mullis, Director, Public Works Department

INFORMATIONAL ITEMS

Information items focus on educating and bringing awareness to matters or topics that do not require immediate decision or action. Information items are for informational purposes only and may not be discussed as part of the business meeting.

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Dianne Khin, Director, Planning Department

NCGS §143-318.11(a)(5):

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

CS2 Karmen McGee, Director, Human Resources Department

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: September 22, 2026

Item Details

Presenter(s): Brandon Roberson, Solid Waste Manager

Department(s): Public Works

Requested Motion

Motion to approve a Memorandum of Agreement (MOU) between Central Pines Regional Council and Town of Apex, for the Town's continued participation in the Triangle Region Solid Waste Consortium, effective through June 30, 2027, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

The Town of Apex participates in the Triangle Region Solid Waste Consortium, which is administered by Central Pines Regional Council. The Consortium provides a regional forum for participating local governments to collaborate on solid waste collection and disposal, recycling, biosolids, composting, yard waste, household hazardous waste, and other solid waste-related initiatives. Central Pines Regional Council also provides staff support, technical assistance, analysis, regional outreach and education, and assistance with developing and administering interlocal agreements and joint contracts on behalf of Consortium members.

The proposed Memorandum of Agreement continues the Town's participation in the Consortium for Fiscal Year 2027 through June 30, 2027. For FY27, membership fees will continue to be calculated using the $1,500 base fee and each participating member's 2022 American Community Survey 5-Year population estimate, consistent with the Consortium's commitment that membership dues will not increase for FY27.

Beginning in FY28, membership fees will be calculated annually using a $1,500 base fee plus the most recent available American Community Survey 5-Year population estimate at a rate of $0.0089 per capita.

Attachments

- CN1-A1: Memorandum of Agreement (MOU) - Agreement - Memorandum of Agreement w/Central Pines Regional Council - Solid Waste Consortium

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 the Central Pines region, 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. The Annual Work Plan shall be provided to Consortium members each year in conjunction with the annual Memorandum of Agreement and will identify the priorities, activities, and deliverables for the upcoming fiscal year.

2. Responsibility of the Town

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

3. Length of Agreement

The Agreement's performance period is through June 30, 2027.

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.

For Fiscal Year 2027 (July 1, 2026 – June 30, 2027), membership fees shall be based on utilization of the $1,500 base fee plus each participating member's 2022 American Community Survey (ACS) 5-Year population estimate, consistent with the Consortium's commitment that membership dues would not increase for FY27.

Beginning with FY28 and each fiscal year thereafter, membership fees shall be calculated annually using the $1,500 base fee plus the most recent available American Community Survey (ACS) 5-Year population estimate at a rate of $0.0089 per capita. Central Pines Regional Council will provide each participating member with the annual membership fee calculation, along with the Annual Work Plan and Memorandum of Agreement, prior to the beginning of each fiscal year.

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 sixty (60) 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 refund to the Town the portion of the prepaid yearly fee that is attributable to the time following the effective date of termination, which will be stated

in the notice of termination.

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 agrees 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 alleged to result from any act or omission of the Town or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

15. <u>Term Renewal</u>

The term of this agreement shall be through June 30, 2027. If you agree with the terms of this service agreement, please indicate by signing below and return a signed copy to Central Pines Regional Council. This confirms your intention to accept the scope of work. Thereafter, this agreement may be renewed for annual periods beginning July 1st in a writing signed by both Parties.

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

Central Pines Regional Council	**Town of Apex**
x	x
[empty member name]	Signatory: [empty member name]
Email: lworsley@centralpinesnc.gov	Email of signatory: [empty member email]
Timestamp: [empty signing timestamp]	Timestamp: [empty signing timestamp]

	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X Signatory: [empty member name] Email of signatory: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Jonathan Jacobs, P.E., Director

Department(s): Water Resources

Requested Motion

Motion to renew the multi-year agreement with ITpipes Opco, LLC for ITpipes SmartVision mobile CCTV software and implementation services to inspect sewer pipes for compliance, effective through June 30, 2029, and authorize the Town Manager, or designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

Staff is requesting approval to renew a (3) three-year agreement with ITpipes Opco, LLC for the ITpipes SmartVision pipeline inspection and asset management software. The software will support the Town's sewer mainline inspection program by providing tools to streamline inspection workflows, improve access to inspection data, reduce manual data entry, and integrate inspection information with the Town's ESRI geographic information system (GIS).

The agreement includes ITpipes Web access for two administrative users, two ITpipes Mobile units, 1 TB of cloud storage, unlimited read-only users, ESRI integration, implementation services, and ongoing software support.

The three-year agreement includes a one-time implementation cost of $5,000 and an annual software subscription. The total cost is $17,000 for Year 1, $12,600 for Year 2, and $13,230 for Year 3, for a total three-year cost of $42,830.

Attachments

- CN2-A1: Agreement Multi-Year - ITpipes Opco, LLC - IT pipes Mobile CCTV Software to Inspect Sewer Pipe for Compliance - through June 30, 2029
- CN2-A2: CONT-2023-274 – Existing Contract – ITpipes Opco, LLC

Town of Apex, NC - ITpipes SmartVision Quote

Executive Overview

ITpipes partners with municipalities to improve pipeline inspection and maintenance. This proposal outlines our solutions and pricing to streamline inspections, enhance data accessibility, and support data-driven decision-making.

Benefits:

- **Enhanced Collaboration:** Foster teamwork and transparency by seamlessly sharing inspection results and insights across departments through integrations and web-based solutions.
- **Improved Efficiency:** Expedite regulatory reporting and minimize manual data entry with automation.
- **Streamlined Operations:** Simplify inspection workflows and reduce operational delays, allowing your team to focus on proactive asset management.

Solution Details: This solution includes licensing for the following:

- **Annual Subscription :** Net 90 from Start Date
- ITpipes Web - **2 Admin** Users
- ITpipes Mobile - **2** units
- ITpipes Cloud - **1TB** storage
- **Unlimited** Read Only Users
- **ESRI** integration
- **Sewer Mainline** Assets

- **Implementation:** Net 90 from Start Date
  - ESRI integration and support
  - Guided Template creation and support

Start Date: July 1, 2026

Terms: 3 year agreement **End Date: June 30, 2026**

Product / Service	Cost	Quote Expires
Implementation (one time)	$5,000	July 31, 2026
Annual Software Subscription	$12,000	
Year 1 Total Cost	**$17,000**	
Year 2 Total Cost	**$12,600**	

Year 3 Total Cost	**$13,230**	

Link to Terms of Service (https://sites.google.com/itpipes.com/itpipes-service-level-agree/home)

***Pending Town of Apex's IT approval

Town of Apex X Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]	**ITpipes Opco, LLC** X [empty member name] Email: lucas@itpipes.com Timestamp: [empty signing timestamp]
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X [empty member name] , Finance Director Email: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]	

Service Level Agreement & Software Subscription

Service Level (SLA):

The purpose of this Service Level Agreement (SLA) is to define expectations for software support provided by ITpipes (VENDOR) to Contracted entity (CLIENT). This is the governing Agreement between VENDOR and CLIENT**.**

VENDOR Level of Service - Requirements

The VENDOR does require remote access for any software application troubleshooting. The VENDOR uses software for remote access, generate a unique remote session id, allows login to the client system at admin user level. Our remote sessions do not provide remote access user control, this is an assistance type application that must be initiated and accessed by the user.

- The VENDOR does have ‘screensharing software’ as a backup solution for remote access.
- The VENDOR does require the CLIENT to keep a trained user to help with service or support on the CLIENT side.

Software Application - Technical Issue Severity

The VENDOR defines technical issues as Severity 1 to 3, with a description of each severity below.

- Severity 1-This is a critical, urgent request and is prohibiting field inspections from being performed. Remote access is required to work on this severe issue.
- Severity 2-This is an important request and is affecting performance of ITpipes and or impacting usage for field or office users. Remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access may be required to work on this severe issue.

Service Level Responsiveness

Timeliness for a response varies based on the technical issue’s level of severity, as follows:

Severity 1: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) hours. The VENDOR will continue to provide best efforts to resolve Severity 1 problems in less than 3 business days. The resolution may be delivered to Client as a work-around or as an interim software release. If ITpipes delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within twelve (12) hours. The VENDOR will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Client in the same format as Severity 1 problems. If The VENDOR delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. The VENDOR will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Software Subscription (SSA):

This Agreement permits CLIENT to receive and use VENDOR services and platforms that VENDOR makes available for a fee and sets forth the terms and conditions under which they will be delivered and paid for. This Agreement will govern CLIENT's services on the Effective Date as well as any future orders placed by CLIENT that reference this Agreement.

Definitions:

- "Availability" means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the SLA shall include Consultant of Customer, can access all material portions of such Subscription outside of (a) Scheduled Maintenance or
- "Business Hours" means 7 am to 5 pm (Mountain Time), Monday through Friday. This excludes major holidays, and if a holiday falls on a weekend, the preceding Friday.
- "Order Form" is a product list with pricing identifying specific subscription products that are part of the CLIENT Software Subscription Agreement, typically this is included in the proposal.
- "Scheduled Maintenance" means a period during which VENDOR performs maintenance activities of the Subscription, during which availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.
- "Special Maintenance" means a period during which VENDOR may suspend availability of the Subscription, in whole or in part, in order to address a Severity 1 Error.
- "Severity 1 Error" means a security or other performance issue which may impact one or more client's use of or access to the Subscription and ultimately may impact the availability of the Subscription.

Software Support Services:

VENDOR and CLIENT agree that VENDOR will provide telephone software support during Business Hours, by CLIENT calling 877-itpipes. This includes support for software technical issues, access to download updates via the VENDOR website. Only CLIENT employees that have been through and received software training from VENDOR are able to call in for support using this AGREEMENT. CLIENT employees that are not trained from VENDOR will have a maximum of 2 calls available before the untrained person will be referred back to CLIENT trained personnel for support and CLIENT will be notified in writing when/if this occurs.

Effective Dates:

Service Level Agreement (AGREEMENT) begins upon term outlined in the signed Order Form. This AGREEMENT will expire at the end of the term defined in the proposal. The AGREEMENT does automatically renew until the defined expiration date in the proposal.

Fees & Terms:

AGREEMENT includes software service and support for the term of agreement, with a maximum of 16 hours live telephone support per month, provided in minimum 15 minute increments, for the annual period as defined in the invoice. Any other hardware, software and/or other products requested by CLIENT will be charged to CLIENT by VENDOR as specified in separately quoted fees and terms. Future AGREEMENTS may be subject to different fees and terms. The fee for annual support is shown on the ORDER FORM.

Optional Services:

With this Agreement, CLIENT has the option to purchase or add-on services. These are included on the proposal.

Cancellation:

Either party may cancel the SERVICE AGREEMENT by written notice to the other at the above addresses. The unused portion of the SERVICE AGREEMENT, if any, is non-refundable.

Should the vendor cancel the SERVICE AGREEMENT, the unused portion, if any, is refundable upon request. VENDOR and/or CLIENT shall provide a minimum of 60 days written notice prior to the effective date of cancellation.

Technology:

CLIENT may access and use the VENDOR platform and related software for the term as described on the proposal (the “Software Subscription Terms & Payment Schedule”). VENDOR retains all right, title, and interest in and to the Platform, including without limitation all software incorporated into or used by the Platform, and this Agreement does not grant CLIENT any intellectual property rights in the Platform or any of its components.

License:

VENDOR hereby grants CLIENT a nonexclusive license to use the Licensed Product, provided: (a) CLIENT may give no more concurrent users access to the Licensed Product than defined in the proposal; (b) CLIENT uses the license solely for the CLIENT’s internal business operations; and (c) CLIENT complies with the other restrictions set forth in this agreement.

Standard End User Restrictions:

Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and CLIENT receives no title to or ownership of any copy or of the Software itself.

Furthermore, CLIENT receives no rights to the Software other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, CLIENT shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software’s source code.

Data:

CLIENT does own their data and can export or download that data at any time into a Microsoft Access ODBC database. This includes any data files such as database, related media files, related PDF reports, etc.

Cloud Services:

Subscriptions. VENDOR retains all right, title, and interest in and to the System, including without limitation, all computers, other hardware, and software incorporated into or used by the System, and this Agreement does not grant CLIENT any intellectual property rights in the System or any of its components.

CYBERSECURTY REQUIREMENTS.

A. Cyber Incident Notification.

Contractor shall notify the Town within 24 hours of discovering any of the following:

- A confirmed or suspected breach of the Contractor's own information technology systems or environment.
- Ransomware or malware infection on any Contractor device that has connected to Town systems or holds credentials for Town infrastructure.
- Compromise of any credentials used to access Town systems.
- Any cyber event within the Contractor's environment that may affect the confidentiality, integrity, or availability of Town systems or networks.
- Should any of the above occur, Contractor shall provide digital forensics data relevant to the occurrence to the Town.

Notification shall be made to the Town IT Manager, Conrad Sain, at conrad.sain@apexnc.org and 919-372-7447.

B. Endpoint and Device Security.

Contractor-owned devices that connect to Town terminals, equipment, networks or systems must have the following in place:

• Current and actively updated endpoint protection (EDR/XDR/MDR).

• Operating system and software patched to current vendor-supported levels.

• Full-disk encryption enabled.

• No unauthorized software, remote access tools, or peer-to-peer applications installed.

• PLC programming software and firmware files sourced only from verified vendor repositories.

The Town may inspect or deny connection of any Contractor device that does not meet the above criteria.

By executing this Agreement, Contractor hereby certifies that its operations are in compliance with NIST SP

800-82 (Guide to OT/ICS Security) or NIST CSF. Contractor agrees that Town system data and configurations are securely stored and protected at all times and in the event of a data security breach Contractor shall take all necessary and reasonable step to protect Town data and information. Town-issued credentials provided to Contractor must never be stored in plaintext, shared via unsecured channels, or retained on Contractor systems following the termination of this Agreement.

C. Access Controls and Credential Management

All Contractor credentials for Town systems will be issued and managed by the Town's Information Technology (IT) department. Credentials will be unique to each individual employed by the Contractor and will not be shared by Contractor's employees. Credentials shall be rotated at the start and completion of each scope of work, or at minimum every 90 days during any specific scope of work. Contractor shall immediately notify the Town IT Manager of any personnel changes affecting individuals with access to Town systems. Access will be revoked within 24 hours for any Contractor personnel that is terminated, reassigned, or no longer requires credentials. Contractor agrees that it will not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third-party platforms.

D. Remote Access Requirements

If remote access is granted for troubleshooting, all sessions must occur through Town-managed infrastructure in accordance with the following:

- Remote access is permitted only through Town-approved and Town-managed VPN or secure access solutions.
- Multi-factor authentication (MFA) is required for all remote sessions.
- Contractor acknowledges that all remote sessions will be logged by the Town's IT department, including user identity, timestamps, and systems accessed.
- Remote access must be time-limited and will be revoked upon completion of each authorized scope of work.
- Contractor shall not establish any independent remote access pathways to Town systems (e.g., cellular modems, TeamViewer, AnyDesk, or similar tools) without written approval from the Town.
- Contractor shall not install persistent remote access software on any Town-owned system.
- Contractor shall not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third party platforms unless the Town consents in writing.

E. Restrictions on Network and Infrastructure Changes.

Contractor shall not make, or allow to be made, any changes, modifications, or alterations to any Town networks, configurations, or systems including the following:

- Contractor shall not modify network topology, firewall rules, switch configurations, VLAN assignments, or server configurations.
- Contractor shall not connect Town networks to the Contractor's corporate network, the public internet, or any external system.

- Contractor shall not install, remove, or reconfigure any Town network equipment, servers, or infrastructure components.
- If any work requires infrastructure changes Contractor shall submit the requested changes to the Town's representative for review.

F. Subcontractors

Contractor agrees that any subcontractors retained to perform any services authorized by this Agreement will comply with all requirements of Contractor detailed in this Agreement, including but not limited to, endpoint security, access control, and credential management requirements. Contractor is responsible for all subcontractor performance and security and will notify Town prior to retaining any subcontractor to perform services pursuant to this Agreement. Town consent, which will not be unreasonably withheld, shall be obtained prior to the use of subcontractors pursuant to this Agreement.

G. Contractor Personnel

Contractor warrants and agrees that all Contractor personnel that will perform pursuant to this Agreement have undergone criminal background checks. Contractor will provide the Town with a list of all personnel that will need access to any Town systems or networks within 10 days of the execution of this Agreement and update said list whenever there are changes in personnel status.

H. Confidentiality

Contractor shall maintain the confidentiality of all Town system documentation, network diagrams, IP addresses, credentials, and system architecture information. Contractor agrees that none of the above information will be shared or stored with, or disclosed to, any third party. Upon termination of this Agreement Contractor will return all information identified in this Subsection H to the Town within 20 days of termination.

I. Cybersecurity Audit.

In the event of a cyber incident, data breach, ransomware attack, or unauthorized access of Contractor data or systems, Contractor will cooperate with a Town audit of the Contractor's cybersecurity practices and compliance with this Agreement.

Warranty:

VENDOR represents and warrants that, during the Subscription period, the Platform will perform materially according to its documentation issued by VENDOR. This warranty does not apply if the Subscription is not administered by CLIENT in accordance with this Agreement or any applicable instructions and training provided by VENDOR. If the Subscription fails to operate as warranted in this Section and CLIENT notifies VENDOR in writing of the nature of the non-conformance ("Notice"), VENDOR will use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, VENDOR does not remedy the non-conformance, CLIENT may, no later than sixty (60) days after giving the Notice, terminate the Subscription portion and receive, upon CLIENT request and VENDOR approval, a refund of the prepaid Subscription fees for the period following the date of Notice. The foregoing provides CLIENT's sole remedy for breach of the exclusive warranty.

Independent Contractor:

VENDOR is an independent contractor and nothing in this Agreement will be deemed to make VENDOR an agent, employee, partner, or joint venture of CLIENT. VENDOR will have no authority to bind, commit, or otherwise obligate CLIENT in any manner whatsoever.

Liability:

Liability Cap. In no event will VENDOR, VENDOR's Licensors, or Consultants be liable under any theory of liability, for damages which, in the aggregate, exceed the amount of fees paid by CLIENT for the subscription and services giving rise to such damages in the one (1) year period prior to the claim.

Force Majeure:

Neither party will be liable to the other party for any delay or failure of VENDOR to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by CLIENT in providing required resources or support or performing any other requirements hereunder.

Severability and Reformation:

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Assignment:

In the event of CLIENT's acquisition of, or merger with, a third party CLIENT may continue to use the VENDOR Technology and the obligations and rights of CLIENT under this Agreement will apply to, and may be exercised only in connection with, the operations of CLIENT as they existed on the date prior to the acquisition or merger. CLIENT may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of VENDOR. Any assignment or transfer in violation of this Section will be null and void.

Dispute Resolution:

Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such referral, the dispute may be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by the parties within thirty (30) days after written notice by either party demanding mediation. VENDOR and CLIENT will equally share costs of the mediation. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely. Nothing in this Section will prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve

the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

Entire Agreement.

This Agreement contains the entire agreement of the parties on the subject matter hereof, and may be amended only by execution of an additional written and signed agreement.

E-Verify. VENDOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). VENDOR shall require all of the VENDOR's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

Anti-Human Trafficking. VENDOR warrants and agrees that no labor supplied by the VENDOR or VENDOR's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, VENDOR hereby warrants and agrees that VENDOR will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the CLIENT are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CLIENT to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CLIENT.

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STATE OF NORTH CAROLINA **PURCHASE ORDER # 2024-0032**
COUNTY OF WAKE **STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (hereinafter "Agreement") is entered into this 14th day of September, 2023 by and between, ITpipes Opco, LLC. , a Washington limited liability company with its principal business offices located at 1407B 33rd Avenue, Seattle, WA 98122 (the "Contractor"), and the Town of Apex, a municipal corporation of the State of North Carolina, (the "Town"). Town and Contractor may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. SCOPE OF SERVICES.

The Contractor agrees to perform for the Town the following services: Software support for ITpipes Mobile/CCTV platform for period July 1, 2023 through June 30, 2026. The Town shall notify the Contractor if at any time during the contract period the optional services of the automated QA/QC for NASSCO PACP condition assessment of CCTV inspection data is required. The optional service, if required, shall be at the rate provided in the Quote labeled Exhibit A.

In the event of a conflict between the terms of the attached Scope of Services and this Agreement, this Agreement shall control.

2. SPECIFICATIONS.

Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, Contractor will provide plans and specifications prior to engaging in any services under this Agreement. Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. TIME OF COMMENCEMENT AND COMPLETION.

Contractor shall commence the work required in this Agreement no more than 30 days after the date of execution of this Agreement, and the Contractor shall complete entire work no later than 6/30/2026. If a Scope of Services is provided Contractor shall also comply with all timelines and deadlines documented in the Scope of Services. If Contractor has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Agreement must be agreed to in writing by the Town and the Contractor.

4. CONSIDERATION AND PAYMENT OF SERVICES.

In consideration of the above services, the Town will pay the Contractor the annual subscription fee provided in the attached quote labeled Exhibit A, to be paid according to the following schedule: 30 days from receipt of invoice. Town has the right to require the Contractor to produce for inspection all of Contractor's records

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and charges to verify the accuracy of all invoices. Town shall pay Contractor's invoices at times set forth above unless a bona fide dispute exists between Town and Contractor concerning the accuracy of said invoice or the services covered thereby.

5. INDEMNIFICATION.

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Apex, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Apex, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. APPLICABILITY OF LAWS AND REGULATIONS.

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Wake, and the Town of Apex in the performance of the services outlined in this Agreement and any attached specifications.

This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the Parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. E-VERIFY COMPLIANCE.

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. ANTI-HUMAN TRAFFICKING.

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

9. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

10. INSURANCE.

The Contractor shall maintain valid general liability insurance in the minimum amount of $1,000,000, and provide certificates of such insurance naming the Town of Apex as an additional insured by endorsement to the policies. If the policy has a blanket additional insured provision, the contractor's insurance shall be primary and non-contributory to other insurance. Additionally, the contractor shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of $1,000,000. The

Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Contractor to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

11. PRE-PROJECT SAFETY REVIEW MEETING.

When specified by the Safety and Risk Manager, the Contractor shall attend a pre-project safety review meeting with the contacting Department Head and Supervisors and Safety and Risk Manager prior to the start of work.

12. DEFAULT.

In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Contractor upon seven (7) days written notice in which event Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

13. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Contractor. Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Contractor for all services satisfactorily performed.

14. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONTRACTOR:
ITpipes Opco, LLC.
1407B 33rd Avenue
Seattle, WA 98122
lucas@itpipes.com

TO TOWN: Town of Apex
Attention: Michael Deaton, P.E.
PO Box 250
Apex, NC 27502
Michael.deaton@apexnc.org

15. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Contractor nor Town, having taken commercially reasonable precautions, shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by natural disaster, fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disobedience, or other event reasonably outside of the parties' control. Due to the ever-changing circumstances surrounding the COVID-19 pandemic, situations may arise during the performance of this Agreement that affect availability of resources and staff of Contractor or the Town. There could be changes in anticipated performance times and service costs. Contractor will exercise reasonable efforts to overcome the challenges presented by current circumstances. In the event of changes in performance times or service costs caused by the COVID-

19 pandemic the Town reserves the right to terminate this Agreement in accordance with its terms. The Parties agree that they shall not be liable to each other for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 pandemic.

16. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

19. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. ASSIGNMENT.

Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent

of the Town. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Contractor in the performance of services rendered.

24. INDEPENDENT CONTRACTOR.

Contractor is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Contractor shall be wholly responsible for the methods, means and techniques of performance.

25. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

26. IRAN DIVESTMENT ACT CERTIFICATION.

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Contractor hereby certifies that the Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Contractor will not utilize any subcontractors found on the Final Divestment List.

27. NONDISCRIMINATION.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

28. ELECTRONIC SIGNATURE.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

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In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this 14th day of September, 2023.

Contractor

Name: Lucas Lima
Name of Contractor (type or print)

By: DocuSigned by: Lucas Lima C0B8695C0186453...
(Signature)

Title: Chief Operational Officer

Attest:

(Secretary, if a corporation)

Town of Apex

DocuSigned by: D78A025D93C8450...
Shawn Purvis, Interim Town Manager

Attest:

DocuSigned by: Allen Coleman C1F21B1AF04C45F...
Allen L. Coleman, CMC, NCCCC
Town Clerk

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

DocuSigned by: C45C1A95D1144C...
Antwan Morrison, Finance Director

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EXHIBIT A

Payment and Term: This is a **3-year** commitment. The customer shall pay ITpipes the following minimum total amount of **$14,400** for use of the Platform.

Subscription: This includes licensing for the following:

- ITpipes Mobile - **2** units

Software Subscription Term & Payment Schedule:

Item	Base price without multi-year commitment	Town of Apex price with 3-year commitment	Fee Schedule
Year 1 subscription	$6,000	$3,600	Due Oct 21st, 2023 - *(Current license cycle ended on Jul 21st, 2023, 90-day extension granted due to contract request)*
Year 2 subscription	$6,600	$4,800	Due July 21, 2024
Year 3 subscription	$7,200	$6,000	Due July 21, 2025
Total	**$19,800**	**$14,400**	

Additional modules are available upon request.

<u>Optional services</u> - Automated QA/QC:

NASSCO PACP condition assessment of CCTV inspection data

Inspection data *(in linear feet per year)*	**Cost per linear feet**	**Total annual commitment** *(minimum)*
30k LF/year or more	$0.25 / LF	$7,500
60k LF/year or more	$0.22 / LF	$13,200

Terms of this quote are valid until Sep 30, 2023

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AHT Insurance, A Baldwin Risk Partner
600 University Street, Suite 1200
Seattle WA 98101

License#: CA#0658748

CONTACT NAME: EXPRESS
PHONE (A/C, No, Ext): 833-287-9378 FAX (A/C, No):
E-MAIL ADDRESS: express@ahtins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insuranc	30104
INSURER B : The Hartford	914
INSURER C : Arch Specialty Insurance Compa	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ITPIPES-01
ITpipes Opco LLC
1407B 33rd Ave
Seattle WA 98122

COVERAGES **CERTIFICATE NUMBER:** 905378978 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			52SBMAX0Z75	5/19/2023	5/19/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			52SBMAX0Z75	5/19/2023	5/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBMAX0Z75	5/19/2023	5/19/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		52WECAX0Z9M	5/19/2023	5/19/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors and Omissions			C-4LPW-222450-CYBER-2023A	5/19/2023	5/19/2024	Limit Rentention	$2,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Apex Water Resources
105-A Upchurch Street
PO Box 250
Apex, NC 27502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ship To
TOWN OF APEX
PUBLIC WORKS
105-A UPCHURCH ST
APEX, NC 27502

Bill To
TOWN OF APEX
ACCOUNTS PAYABLE
PO BOX 250
APEX, NC 27502

Purchase Order

No. 2024-00000032

DATE 07/05/2023

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

VENDOR NO. 7601

Vendor
IT PIPES, OPCP LLC
1407B 33RD AVE
SEATTLE, WA 98122

DELIVER BY
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Steve Maynard

REFERENCE #

QTY	UNIT	DESCRIPTION	VENDOR PART #	UNIT COST	TOTAL COST
1.0000	Each	Computer Software/Supply - Software Support for Mobile/CCTV 32-8230-44509 - Software License & Maintenance 3,600.00		3,600.0000	$3,600.00

Purchase Order terms and conditions: http://www.apexnc.org/terms.

SUBTOTAL	$3,600.00
SALES TAX	$0.00
TOTAL DUE	$3,600.00

Finance Director

Purchasing Manager

Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

View results

Respondent

72 Jessica Sloan

11:42
Time to complete

1. DEPARTMENT *

Water Resources

2. CONTRACTOR/VENDOR NAME *

ITpipes Opco, LLC.

3. CONTRACTOR/VENDOR ADDRESS *

1407B 33rd Avenue, Seattle WA 98122

4. CONTRACTOR/VENDOR CONTACT INFO (Provide FULL NAME and EMAIL of vendor/contractor/person recipient who will sign contract) *

Lucas Lima, COO / lucas@itpipes.com / 505-420-4989

5. PURPOSE OF CONTRACT *

Software support for ITpipes Mobile/CCTV platform for period July 1, 2023 through June 30, 2026

6. AMOUNT *

$3,600 (FY 23/24) $4,800 (FY 24/25) $6,000 (FY 25/26)

7. BUDGET CODE *

32-8230-44509

8. TYPE OF CONTRACT *

- [x] NEW
- [ ] RENEW
- [ ] AMENDMENT

9. HAS LEGAL REVIEWED AND IF SO, WHO? *

- [x] Yes, Christopher Welch
- [ ] Yes, Laurie Hohe
- [ ] Yes, Brian Meyer
- [ ] No, Legal has NOT reviewed
- [ ] Other

10. SUMMARY OF CONTRACT BEING SUBMITTED *Required for Town Manager* *

3 year term contract to provide software support for mobile / CCTV inspection to conditionally assess and score sanitary and storm pipe infrastructure.

11. MISC. COMMENTS?

This contract will require Council approval. Amber Bobbitt has reviewed and approved the reduction in Automobile Coverage for this contract. Please send a Docusign email to Lucas Lima once approved by Administration. I would like to add this item to the September 12, 2023 Council agenda if possible.

12. ATTACHMENTS/EXHIBITS/CONTRACTS INCLUDED *(reminder to attach all files IF needed such as SSA, MSA, Certificate of Insurance and if new vendor attach application with W9)* *

- [x] YES
- [ ] N/A

13. UPLOAD ALL FILES HERE *

- COI - Town of Apex Water Resources_Jessica Sloan.pdf
- ITpipes Opco LLC SSC_Jessica Sloan.pdf

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Bill Spare, Fleet Services Manager

Department(s): Public Works

Requested Motion

Motion to ratify an oral Multi-Year Services Agreement between BlueArrow Telematics, Inc and the Town of Apex, for Geotab vehicle telematics services at a monthly cost of $8,779, effective through June 30, 2029, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Fleet Services is requesting approval to ratify a service agreement with BlueArrow Telematics for the Town's vehicle telematics program. BlueArrow provides the Geotab vehicle telematics devices installed in Town vehicles, along with ongoing technical support and development of customized reports. The program supports Town departments that operate vehicles by providing reliable vehicle data and reporting to assist with daily operations, fleet management, and informed decision-making.

The agreement is for a 36-month term, with vehicle telematics service provided at a cost of $19.25 per device per month. The telematics devices securely gather and transmit vehicle information, including mileage, location, engine diagnostics, utilization, idling, and driving activity. This data is integrated with the Town's fleet management software, allowing Fleet Services and Town departments to monitor vehicle health, manage maintenance, evaluate utilization, reduce unnecessary idling, and support safe and efficient vehicle operations.

Town staff worked with the vendor to finalize the terms of the new multi-year service agreement while maintaining the existing monthly service rate of $19.25 per device. Because the service continued to be provided and billed monthly while the agreement terms were being finalized, ratification is requested to formally approve the agreement and the services provided during the interim period.

Attachments

- CN3-A1: Agreement Multi-Year Ratification - Blue Arrow - Geotab Vehicle Telematics Services - through June 30, 2029

BLUEARROW TELEMATICS	**BlueArrow Telematics** **Service Agreement** **(866) 935-6610**
Company Name: Town Of Apex Public Works Primary Contact: Bill Spare	Primary Phone: (919) 2491165 Primary Email: bill.spare@apexnc.org BlueArrow Representative: Melvin McNeill
Billing Address: PO Box 250, Apex NC 27502 X Billing Contact same as Primary Contact Billing Contact:	Billing Phone: Billing Email: Apex.Invoices@apexnc.org
Shipping Address: 105 Upchurch St Apex NC 27502 Purchase Order number (if required): EIN (Federal Tax ID): Is this a gov.geotab database? No Geotab promo code (If applicable): SWELL3	

Equipment	Price	QTY	Subtotal
Geotab Equipment - GO9 and Y harness on Sourcewell Contract Free when ordered.	$0.00	412	$0.00

Total $0.00

Monthly Service	Price	QTY	Subtotal
Geotab Service (GO SW-SI2) Service Fee Geotab (GO) SW2 Self-Install	$19.25	284	$5,467.00
Geotab Service (GO SWELL2) Service Fee Geotab (GO SWELL2)	$20.50	124	$2,542.00
Geotab Service (GO SW-SI3) Service Fee Geotab (GO) SW3 Self-Install	$19.25	40	$770.00

Total $8,779.00

*Total does not include sales tax, installation (unless otherwise noted) or shipping fees

*This order and all subsequent orders is subject to the terms and conditions of the Geotab Sourcewell (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo) (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)A (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)g (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)reement (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo).

This Service Agreement (“Service Agreement”) by and between Customer and BlueArrow Telematics Inc. (“BlueArrow”) is issued under and subject to the Terms and Conditions ("Terms and Conditions"), which are incorporated by reference into this Service Agreement and:

1. prevail over any terms or conditions in any other documentation;
2. expressly exclude Customer’s general terms and conditions or any other document issued by Customer in connection with the Agreement, regardless of whether or when Customer have submitted Customer’s sales confirmation or such document; and

3. and expressly limits Customer's acceptance to the terms of this Service Agreement and the Terms and Conditions.

Any capitalized terms that are not defined in this Service Agreement have the meaning ascribed to them in the Terms and Conditions.

Accepted By: BlueArrow Telematics, Inc

Town of Apex X Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]	**BlueArrow Telematics Inc.** X [empty member name] Email: mgm@bluearrowmail.com Timestamp: [empty signing timestamp]
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X [empty member name] , Finance Director Email: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]	

THE BELOW TERMS AND CONDITIONS ARE AGREED TO BY BOTH PARTIES, CONSTITUTE A SINGLE AGREEMENT, AND THE PARTIES AGREE THAT THEIR ELECTRONIC OR WRITTEN SIGNATURES ON THE ORDER FORM EVIDENCE THEIR AGREEMENT TO BE BOUND HEREBY.

Terms and Conditions

These Terms and Conditions, together with the Service Agreement and the Bank Transfer/ACH Authorization (the "Agreement") is made and entered into by and between the undersigned Customer ("Customer") and BlueArrow Telematics Inc., a NC corporation ("BlueArrow") as of the date of last signature on the Service Agreement ("Service Agreement").

1. CERTAIN DEFINED TERMS

1.1. Certain Defined Terms

1.1.1. As used in this Agreement: (a) "Equipment" means a telematics device that is designed to interact with the Services (as defined below), whether sold or branded by BlueArrow or a third party, including all peripherals, ancillary or related accessories; (b) "Services" means a service provider's data collection and internet-based telematics services, together with any other services (including third party services) offered by BlueArrow; (c) "Application" means a service provider internet web site that allows Customer to receive and access data generated by the Services; and (d) "Subscription" means the monthly fee charged by BlueArrow for the subscribed Services.

2. SERVICES

2.1. General

2.1.1. These Terms and Conditions govern Customer's use of the Services indicated on the Service Agreement form. From time to time, Customer may choose to subscribe for additional Services. Unless otherwise specified in writing, such Services shall be governed by these Terms and Conditions, together with any supplemental terms provided at the time of subscription, and is subject to the terms and conditions of the Geotab Sourcewell Policies, which can be publicly viewed at Geotab Sourcewell A (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)g (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)reemen (https://www.sourcewell-mn.gov/cooperative-purchasing/102924-geo)t (https://drive.google.com/file/d/1hQEI613H7DZUwRn-3WG87Vwc5SJxEXKg/view) (https://drive.google.com/file/d/1hQEI613H7DZUwRn-3WG87Vwc5SJxEXKg/view)("Sourcewell Agreement").

2.2. Access

2.2.1. BlueArrow will assign Customer, and Customer will be responsible for controlling, username(s) and password(s) which permit Customer's employees and independent contractors to access and use the Application. Customer must promptly notify BlueArrow of any unauthorized use of the username(s) or password(s) and shall be responsible for all use thereof prior to such notification. BlueArrow shall not be liable for any loss or damage arising from any unauthorized use of a username or password provided by Customer prior to Customer notifying BlueArrow of the unauthorized use. Customer shall not assign, transfer, or otherwise permit access to the Application except as expressly set forth

herein.

2.3. Equipment Returns

2.3.1. Equipment refunds will only be provided for equipment returned within fourteen (14) days of receiving the Equipment and provided that such equipment is unused and all packaging is intact. Customer is responsible for any service fees, a twenty percent (20%) restocking fee and shipping fees related to returned equipment.

2.3.2. Customer must notify BlueArrow within 5 business days if an order arrives missing Equipment.

2.4. Data Retention:

2.4.1. Customer is solely responsible for establishing any long-term data retention and retrieval requirements. BlueArrow makes no guarantee that access to such data will be available after the expiration or termination of this Agreement.

2.5. International Roaming:

2.5.1. If international roaming is permitted on any Equipment, Application, or Services, roaming charges may occur for any service outside of the United States. Customer is responsible for any roaming charges that occur.

2.6. Data Plans:

2.6.1. Customer's Subscription will include a data plan which limits usage to the contracted amount. Overage fees will apply if data consumption is greater than the assigned Subscription. In some instances, BlueArrow will suspend data use once data consumption has reached the data plan limit.

2.7. Standby Plans:

2.7.1. BlueArrow may offer reduced rates for seasonal use on select solutions. Standby rates, if available, vary depending on the Application. Customer is required to submit a BlueArrow rate plan change form (provided by BlueArrow upon request) and billing will reflect the standby rate on the following billing cycle. Customer is required to submit a BlueArrow rate plan change form to reactivate the Equipment once the standby plan is no longer needed. Some restrictions may apply for standby plans. Contact BlueArrow for details on pricing.

3. Invoicing and Payment:

3.1. Upon receipt of signed BlueArrow Service Agreement by Customer and payment of initial invoice, which will include equipment charges, applicable monthly subscription charges, shipping fees, installation fees (if any), and any applicable tax, BlueArrow will process Customer's order.

3.2. Billing will begin thirty (30) days after Equipment is shipped. Charges for Customer's Subscription fees will be invoiced once per month during the Term based on the number of active Subscriptions and other Equipment charges (if applicable) associated with Customer's account at such time. If Equipment is activated in the middle of a billing cycle, BlueArrow will charge a prorated Subscription fee to cover the remaining days of that billing cycle. Other than during periods of malfunction reported to, and acknowledged by, BlueArrow in the form of a case number, such Equipment is deemed "active" at all times during the Term. Unless a revised Agreement is presented by BlueArrow, all future Equipment purchases and Subscriptions will be charged at pricing as stated in this Agreement. BlueArrow reserves the right to

increase cost, charges, fees or pricing, at any time, in line with any increases in cost, charges, fees or pricing incurred by BlueArrow pursuant to the Sourcewell Agreement.

3.3. Invoices are generated on the first of each month, are stated in U.S. dollars and due within thirty (30) days from the invoice date. If any amounts due hereunder are not paid by the applicable due date, a late fee may be charged on any delinquent balance for undisputed amounts in an amount not to exceed the lesser of 1.5% of the unpaid balance per month or the maximum amount permitted by law. Credit terms are determined in BlueArrow's discretion and are subject to change.

BlueArrow reserves the right to suspend Services if payments are over fifteen (15) days past due. Customer will be responsible for the Subscription fees throughout this suspension period. If Customer's payment is over thirty (30) days past due, BlueArrow reserves the right to terminate this Agreement. If applicable, Customer will be responsible for any reactivation fees, provided that reactivation is an option. Customer acknowledge that Equipment, in some instances, is not able to be reactivated once terminated and would have to be replaced, at Customer's expense, if account is terminated for being over thirty (30) days' past due.

3.4. All prices, fees and rates under this Agreement exclude sales, use, excise, and any other taxes assessed at any time. Except for taxes imposed up BlueArrow's income and FCC license fees, Customer must pay all applicable taxes and/or assessments, whether invoiced separately or with the Services.

4. Term and Termination

4.1. Term:

4.1.1. For and in consideration of engaging BlueArrow to provide the Services, Customer agrees to subscribe to these Services for a monthly period of thirty-six (36) months from the date of device activation or 60 calendar days after shipment, whichever comes first. This Agreement will automatically renew on a month-to-month basis until terminated by either party by providing a termination request form at least thirty (30) days prior to the intended termination date. The initial period and any renewals or extensions thereof are referred to herein as the "Term". Customer agrees that Customer or a representative are responsible for paying the agreed upon monthly fees for the Term.

4.2. Termination

4.2.1. In order to terminate this Agreement, Customer is required to submit a completed BlueArrow equipment/account termination request form (provided by BlueArrow upon request) at least thirty (30) days prior to the end of the Term. Customer must receive email confirmation from BlueArrow that the termination notice has been received and accepted. This email confirmation will provide proof of termination request in the event termination is not completed as requested. Customer will be responsible for any amounts due, including the Equipment subscription fees for the 30-day period after termination request is received. In the event the Customer terminates prior to the end of the initial 36-month Term, Customer will be assessed an early termination fee per piece of Equipment as stated in the Sourcewell Agreement #102924-GEO. Please reference the Geotab Sourcewell Member Pricing Schedule for all applicable monthly costs, fees, contract periods, and equipment costs: Geotab Sourcewell Member Pricin (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0)g_ (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0) Schedule_

(https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0)- (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0)Contract#102924-GEO (https://docs.google.com/spreadsheets/d/1OzjEHb_TROrTpuAW51p3LD_2sq-4dIGK5t6bQly1MAM/edit?gid=0#gid=0) In addition, in the event Customer requests to transfer Equipment purchased from BlueArrow to a different Geotab reseller, Customer agrees to pay a $100 per piece of Equipment fee to reimburse BlueArrow for professional services rendered. Customer acknowledges that once Equipment is terminated, the Equipment cannot be reactivated. Customer must contact BlueArrow when disconnecting Equipment to avoid on-going Subscription fees.

4.3. Breach:

4.3.1. The occurrence of any of the following is a material breach of the Agreement and shall allow the non-breaching party to terminate for cause upon notice, after the expiration of the applicable period of cure, if any: (i) Customer's failure to pay all sums which Customer is obligated to pay within ten (10) calendar days of written notice that the sums are due; (ii) Customer's use of Equipment, the Service or the Application in violation of the restrictions in any service provider's end user agreement, when applicable; (iii) any event which would constitute a material breach of any other contract between Customer and BlueArrow, or with any third party, for any lease or financing of any Equipment or Service(s); (iv) any material breach under this Agreement by either party other than those listed above, which is not cured within 30 calendar days after the breaching party receives written notice of the breach; (v) Customer becomes insolvent or admits its inability to pay its debts generally as they become due; (c) Customer becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (vi) Customer is dissolved or liquidated or takes any corporate action for such purpose; (vii) Customer makes a general assignment for the benefit of creditors; or (viii) Customer has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4.4. Effect of Termination:

4.4.1. In addition to any other remedy at law, upon any early termination of this Agreement for any reason Customer must, within 30 days thereof, pay BlueArrow the early termination fee's, in additional to any other amounts then owed. Customer will also be responsible for any reactivation fees imposed by the wireless network relating to Customer's account.

5. Warranties

5.1. Equipment Warranty

5.1.1. BlueArrow warranties the equipment only as designated on the purchase invoice. The warranty period takes effect immediately following receipt of equipment by Customer. Customer must notify BlueArrow of equipment issues prior to the expiration of the warranty period to remedy issues under warranty. This equipment warranty does not cover issues caused by tampering or improper installation or lost or damaged devices. This equipment warranty does not provide reimbursement for professional installation, if required, for replacing defective equipment. All on-site installer service call charges will be Customer's responsibility, including, but not limited to labor and trip charges. Customer agrees to perform all necessary troubleshooting steps as required by BlueArrow and the manufacturer's warranty process.

6. Network Issues:

6.1. Customer will be solely responsible for the choice of an internet service provider necessary to access the Application and for all related fees and expenses; BlueArrow shall have no liability for the internet connection between Customer's facilities and the provider's hosting Application. Certain features and/or functionality of some cellular-based services may be limited in roaming areas. Over time, wireless network or satellite provider requirements may change and equipment may need to be upgraded to accommodate such changes. Customer may be responsible for costs related to such upgrades, and BlueArrow provides no guarantee that Services will continue to be available if required upgrades are not made. BlueArrow will notify Customer in writing as soon as reasonably practicable after receiving notice from the wireless network or satellite provider that upgrades will be required.

7. OTHER TERMS

7.1. License; Restrictions:

7.1.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, knowhow, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of BlueArrow in the course of performing the Services shall be owned exclusively by BlueArrow. BlueArrow hereby grants Customer, for use during the Term only, a non-exclusive, nontransferable (except as set forth herein), license to use the Application and Services, solely in conjunction with use of Equipment installed on Customer's vehicles. Customer shall not, or attempt to, reverse engineer or clone the Equipment or Application, and BlueArrow shall have the right to block Customer's access to the Application and Services in the event that Customer's use interferes with the operation and utilization of the Services by any other party, provided BlueArrow uses reasonable effort to provide advance notice and opportunity to cure. BlueArrow, and/or its licensors, expressly reserve and retain all right, title and interest in and to their respective proprietary information and materials, including but not limited to, all intellectual property rights not expressly granted hereunder.

7.2. Limitation of Liability; Exclusive Remedies:

7.2.1. BlueArrow's total entire liability and Customer's sole and exclusive remedies for any damages arising from the performance of nonperformance under this Agreement total liability shall be limited to actual damages proven in an amount not to exceed the amount Customer paid for Service during the twelve (12) month period immediately prior to the date on which the claim is made.

7.2.2. IN NO EVENT SHALL BLUEARROW OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY OR OTHER INCIDENTAL DAMAGES ARISING OUT OF USE OR INABILITY TO USE ANY EQUIPMENT OR SERVICE, EVEN IF BLUEARROW OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7.2.3. Disclaimer of Warranties: EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH HEREIN OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE SERVICE PROVIDED

UNDER THIS AGREEMENT IS PROVIDED “AS IS” AND THERE ARE NO OTHER WARRANTIES MADE BY BLUEARROW, EXPRESS, IMPLIED, OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE, INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUEARROW MAKES NO WARRANTY OR COMMITMENT HEREUNDER WITH RESPECT TO ANY EQUIPMENT OR HARDWARE; ANY SUCH WARRANTIES OR COMMITMENTS SHALL BE GOVERNED BY SEPARATE AGREEMENT BETWEEN CUSTOMER AND THE PROVIDER OF SUCH EQUIPMENT.

7.2.4. Intentionally deleted.

7.3. Choice of Law, Venue and Attorney Fees: This Agreement shall be governed by and construed under the laws of the State of North Carolina without reference to any conflict of laws provisions. All disputes arising under this Agreement will be heard only by a court of competent jurisdiction in Wake County, North Carolina and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of litigating such disputes. If either party commences an action arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys’ fees and costs of suit.

7.4. Assignability: Neither this Agreement, nor any rights, duties nor interest herein shall be assigned, transferred, subcontracted or sub-licensed by Customer without the prior written consent of BlueArrow, not to be unreasonably withheld. Any such action without consent shall be void and shall constitute a material breach entitling BlueArrow to terminate this Agreement. Notwithstanding the foregoing, BlueArrow may condition its provision of Services to any transferee upon the approval of BlueArrow of transferee’s creditworthiness, and/or required upgrades of the equipment at transferee’s expense. Subject to this Section 7.4, this Agreement shall be binding on and inure to the benefit of any successors or assigns.

7.5. Severability: If any of the provisions of this Agreement are determined to be unenforceable, the enforceability of the remaining provisions shall not be affected or impaired in any way, and the parties shall substitute an enforceable provision for the affected provision, which approximates the intent and economic effect of the affected provision as closely as possible. The waiver by any party of a breach of any of the provisions of this Agreement shall not operate as a waiver of any other or subsequent breach.

7.6. Survivability: The following provisions shall survive any expiration or complete termination of this Agreement: 1.1 (Certain Defined Terms), 2.1.1 (Services – General), 2.4.1 (Data Retention), 3 (Invoicing and Payment), 4 (Term and Termination) and 7 (Other Terms) as stated in the Service Agreement.

7.7. Force Majeure: No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to BlueArrow hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force

Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen consecutive days following written notice given by it under this Section 12, either party may thereafter terminate this Agreement upon 30 days' written notice, provided, however that Customer shall remain subject to the provisions of Section 4.2.1.

7.8. Compliance Assurance: Customer understands that BlueArrow is subject to regulation by agencies of the United States government, which prohibit export or diversion of certain products to certain countries. Customer warrants that Customer will comply with BlueArrow guidelines relating to export compliance and will not export equipment outside of the United States without prior written approval of BlueArrow.

7.9. Entire Contract: This Agreement (including all exhibits, addendums. and schedules hereto, which are hereby incorporated by reference) comprises the entire understanding, agreement and representations of the parties concerning the subject matter hereof, and supersedes all prior writings, discussions, representations and understandings with respect thereto. Any additional terms or conditions; proposed by Customer, or contained in any purchase order of any payment instrument are rejected and shall be of no force and effect unless expressly agreed to in writing by BlueArrow. In order to be binding, any amendment or modification of any of the provisions of this Agreement must be in writing and signed by a duly authorized representative of each party. In the event of a conflict between the above terms and conditions and any written modification, the document later in time shall prevail.

7.10. Third Party Beneficiaries: There are no third-party beneficiaries to this Agreement.

7.11. E-Verify. BlueArrow shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). BlueArrow shall require all of BlueArrow's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

7.12. Anti-Human Trafficking. BlueArrow warrants and agrees that no labor supplied by BlueArrow or BlueArrow's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

7.13. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, BlueArrow hereby warrants and agrees that BlueArrow will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information,

pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

7.14. Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.

FOR INTERNAL USE ONLY (DO NOT EDIT)

X Geotab

Surfsight
Surfsight Direct
Rosco
Digital Matter
Fleetio
BA Fuel
GoAnywhere
Other

Has Sales Rep selected solutions? X

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Kathy Moyer, Director

Department(s): Electric Utilities

Requested Motion

Motion to renew a Support and Maintenance Agreement between Data Voice International and the Town of Apex, for continued outage management software support for water and electric systems, through June 30, 2027, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Staff is requesting approval of a Support and Maintenance Agreement with DataVoice International, a Harris Computer company, for continued support of the Town's existing utility-related software systems. DataVoice supports critical operations including outage management, customer communications, field operations, and related system integrations. The agreement covers applications and services such as the Outage Management System (OMS), PowerPal, customer-facing electric and water applications, WorkPal, hosted services, integrations, reporting tools, and other associated software.

The agreement provides ongoing technical support, troubleshooting, software updates and releases, defect corrections, planned enhancements, and related maintenance services. DataVoice provides 24/7 support, with after-hours assistance available as needed. Standard updates and upgrades are generally included in the maintenance fee, while certain services outside the standard scope, such as custom modifications, extended training, significant configuration changes, or new services and integrations, may be billed separately.

The agreement continues the Town's existing maintenance relationship with DataVoice and ensures continued vendor support for the reliable operation of these systems. The agreement is effective through June 30, 2027, at a prorated cost of $131,981.12, with funding included in the adopted FY 2026–27 budget.

Attachments

- CN4-A1: Agreement Renewal - Data Voice International - Maintenance Agreement for Continued Outage Management Software Support for Water and Electric Systems - through June 30, 2027
- CN4-A2: CONT-2024-240 – Existing Contract - DataVoice - Update Statement of Work for Data Voice ERP Integration for Utility Billing

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the .

BETWEEN: DataVoice, International A N. HARRIS COMPUTER CORPORATION

COMPANY

("DataVoice")

- and –

Town of Apex

("Organization")

RECITALS

1. DataVoice owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. DataVoice shall provide the support and maintenance services related to the Software;
4. The Organization and DataVoice previously entered into agreements for software services and Licenses;

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement") or the Software Master Services Agreement.
2. This Support and Maintenance Agreement is the statement of the support and maintenance agreement between DataVoice and Organization, including all revisions, updates and enhancements made by DataVoice to the Software and related materials under this Agreement, the Software License Agreement and the Software Master Services Agreement.
3. DataVoice shall provide software support primarily via telephone and electronic mail in

addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Schedule B hereto and which are in effect as of the dates in Schedule A. Such services can be modified or supplemented from time to time by mutual agreement of the parties. To enable DataVoice to provide effective support, the Organization will establish auto remote access procedures compatible with DataVoice's then current practices which may be revised by mutual agreement.

4. This Support and Maintenance Agreement becomes effective based on the dates in Schedule A

5. In consideration for the support services specified in Schedule B, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule A. The Support and Maintenance Fee will be billed annually in advance beginning on the dates in Schedule A and thereafter on the anniversary of those dates or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that DataVoice issue a prorated invoice for the portion of the year remaining during the initial term.

6. In addition to the Support and Maintenance Fee, Organization shall reimburse DataVoice for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which are included in future quotes. The maintenance for the new items outlined in the future quotes will be added to this agreement total amount at the rates agreed upon in this agreement.

7. DataVoice shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fees outlined in Schedule A. Upgrades may require additional services to be performed by DataVoice outside of the scope of those services provided by DataVoice as described herein, including additional training not covered by existing agreements. All such additional services will be subject to the DataVoice's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Schedule B which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. DataVoice shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax DataVoice may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to DataVoice upon receipt of an undisputed invoice. Any taxes levied in relation to the services required for a Release shall be paid by Organization. For the sake of clarity, all of the fees listed in this Support and Maintenance Agreement are not inclusive of any applicable taxes: the Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. DataVoice will supply all software in an intangible format (via FTP, download, etc. and not

in a tangible physical format such as disc, tapes, etc).

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the dates outlined in Schedule A or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement may be renewed in a writing signed by both parties. Upon renewal, organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. DataVoice shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by DataVoice in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with DataVoice, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. DataVoice shall have the right to terminate this Support and Maintenance Agreement immediately if:

    a. Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or

    b. Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor DataVoice shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

17. a. Termination of this Support and Maintenance Agreement shall not affect any right of

action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

b. The Organization and DataVoice recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of DataVoice arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

c. FOR BREACH OR DEFAULT BY DATAVOICE OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY DATAVOICE OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND DATAVOICE SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF ONE (1) TIMES FEES ACTUALLY PAID BY THE ORGANIZATION TO DATAVOICE UNDER THIS

   SUPPORT AND MAINTENANCE AGREEMENT DURING THE THENCURRENT TERM (NOT TO EXCEED 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

d. IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL DATAVOICE BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF DATAVOICE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DATAVOICE SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

e. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

f. Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement

   to non-binding mediation. The mediation is to be conducted by either an individual

mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally.

g.

18. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the DataVoice arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

19. This Support and Maintenance Agreement shall be governed by the laws of the state of North Carolina , without reference to the conflict of laws provisions thereof.

20. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.

21. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.

22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

23. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

24. Datavoice shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Datavoice shall require all of Datavoice's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

25. Datavoice warrants and agrees that no labor supplied by Datavoice or Datavoice's subcontractors in the performance of this Agreement shall be obtained by means of

deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

26. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Datavoice hereby warrants and agrees that Datavoice will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

27. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Organization are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Organization to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Organization.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

X

[empty member name] , Vice President, DataVoice

Email: kelly@datavoiceint.com

Timestamp: [empty signing timestamp]

Town of Apex

X

Randal E. Vosburg, Town Manager

Email: [empty member email]

Timestamp: [empty signing timestamp]

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

X

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]

DataVoice

Clarity during crisis.

Item No	Description	Quantity	2026	Estimated 2027	Estimated 2028
MAINT - IMS	OMS Daily Backup System	1.00	$3,306.19	$3,504.56	$3,714.84
HOSTED	OMS Daily Backup System Hosting fee	1.00	$7,934.86	$8,410.95	$8,915.61
SAAS	Power Pal App - Account Manager & Outage Mobile App	1.00	$2,855.07	$3,026.37	$3,207.96
MAINT - PROP	IVR Installment Software License and Support Fee	1.00	$21,738.48	$23,042.79	$24,425.36
MAINT - PROP	OMS Installment Software License and Support Fee	1.00	$46,663.21 $	49,463.00	$52,430.78
SAAS	Customer Facing WAPP - Electric	1.00	$3,854.34	$4,085.60	$4,330.74
SAAS	Customer Facing WAPP - Water	1.00	$1,284.78	$1,361.87	$1,443.58
SAAS	Power Pal App - Water	1.00	$1,284.78	$1,361.87	$1,443.58
HOSTED	IMS System Hosting Fee	1.00	$4,282.60	$4,539.56	$4,811.93
MAINT - IMS	AMI Integration with Sensus through IPKeys WO:74940	1.00	$2,452.98	$2,600.16	$2,756.17
MAINT - IVR	IVR - Notification Hotline option	1.00	$1,282.60	$1,359.56	$1,441.13
HOSTED	Hosted VPN for WorkPal	1.00	$3,148.20	$3,337.09	$3,537.32
MAINT - PROP	Electric Outage Replay	1.00	$3,306.20	$3,504.57	$3,714.85
MAINT - PROP	WorkPal Upgrade	1.00	$6,861.91	$7,273.62	$7,710.04
MAINT - PROP	WorkPal Entreprise User fee for up to 20 Users	1.00	$3,498.00	$3,707.88	$3,930.35
MAINT - PROP	Amazon Polly Text To Speech Fee	1.00	$3,262.93	$3,458.71	$3,666.23
MAINT - IMS	Text Power Integration for Electric Reporting	1.00	$802.19	$850.32	$901.34
MAINT - IMS	Text Message Outage Reporting Water	1.00	$756.79	$802.20	$850.33
SAAS	SmartCE Usage Data - PowerPal Usage	1.00	$314.47	$333.34	$353.34
MAINT - PROP	Twillio License fee	1.00	$93.46	$99.07	$105.01
			$118,984.04	**$126,123.08**	**$133,690.47**
	Monthly Invoices Converted to Yearly after 2027				
MAINT - IMS	Milsoft Integration OMS WO 74400	1.00	$1,101.97	$550.99	$1,234.21
MAINT - IVR	Milfoft Integration IVR WO 74400	1.00	$1,857.61	$928.81	$2,080.52
MAINT - IMS	Milsoft Integration Work Order: 75195	1.00	$2,046.38	$1,023.19	$2,291.95
MAINT - IMS	BASIC CITYWORKS INTEGRATION Work Order:405	1.00	$2,649.00	$1,545.25	$2,966.88
SAAS	Customer Facing App Street Lights Work Order:405	1.00	$1,160.00	$676.67	$1,299.20
SAAS	MULTIPLE SERVICES STREET LIGHTS Work Order:405	1.00	$1,942.50	$1,133.13	$2,175.60
			$10,757.46	**$5,858.04**	**$12,048.36**
			Paid in 2026	**Prorated for 2027**	**Total for 2028 forward**
			$129,741.50	**$131,981.12**	**$145,738.82**
			3 Year Total (Estimated)		**$407,461.44**

Schedule B

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

DataVoice reserves the right to make modifications to this document as required; provided, however, DataVoice shall not reduce the scope of support provided hereunder without the prior written consent of the Organization.

The services listed below are services that are included as part of your software support.

- 888-328-2864 Toll Free Telephone support
    - Guaranteed Support on your existing applications for duration of maintenance support.
    - Cost effective upgrade solutions x Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution x E-mail and Portal support tickets logging and notification x Free access 24 x 7 with the following on-line benefits:
    - Log & close tickets
    - View & update tickets
    - Update contact information
    - Access published documentation
    - Access available downloads
    - Access Support knowledge base x Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
- Newsletter with support tips
- Technical support bulletins
- Communication on new products and services

- On-site visits (as requested)
- Design review for potential enhancements or custom modifications
- Outstanding tickets Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

Support Hours

DataVoice provided 24/7 Support, 365 days per year. Our office hours are from 8:00 a.m. CST to 5:00 p.m. CST, Monday to Friday, excluding designated U.S. holidays. After hours support is available via return phone call by a designated DataVoice Employee.

Response Times

Response times will vary and are dependant on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Urgent: 1 - 4 hours

High: 1 - 8 hours

Normal: 1-3 business days

Low: 3+ business days

Support Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified four types of support priorities, Urgent, High, Normal and Low. The criteria used to establish guidelines for these tickets are as follows:

Urgent

- System Down (Software Application, Hardware, Operating System, Database)
- Program errors without workarounds x Immediate security threat

High

- Performance issues impacting critical processes

- Utility customer facing issues
- Outage reporting and payment disruptions

Normal

- System errors that have workarounds
- Performance issues not impacting critical processes
- Usability issues
- Training questions, how to, or implementing new processes x Minor configuration changes

Low

- Recommendations for enhancements on system changes x Questions on documentation

Support Process

All issues or questions reported to support are tracked via a support ticket; our support analysts cannot provide assistance unless a support ticket is created. Our current process for logging calls includes the following: email, and phone.

- Your email will prompt our ticketing system to create a ticket for you. This email must contain at a minimum: your organization name, contact person, phone number, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Your voicemail message needs to contain at a minimum: your organization name, contact person, phone number, nature of issue, detailed description of your question or issue and any other information you believe pertinent. A ticket will be setup and ticket information will be automatically sent back to your email.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked against your ticket in our support portal. At any time, if available to you, you may log onto our portal to see the status of your ticket. If you do not have access, you can request it.
- Once your ticket has been resolved, you will receive an automated notification by email that your ticket has been closed. You also have the option of viewing both your open and closed ticket, if available to you, via our portal.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking system. At this time, your support ticket will be marked “In R&D” until the issue is returned from development. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our portal (if available to you) to view your issues online.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1:	Contact the support representative working on your issue
Level 2:	Contact the Director of Support
Level 3:	Contact the Account Manager
Level 4:	Contact the Vice President of DataVoice

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended virtual training (beyond 15 minutes)
- Setup of new services or changes to services (applications, features, integrations, etc)
- File imports/exports - Interfaces to other applications x Refreshes, backups, restores, setting up test areas
- Configuration changes (determined based on level of effort)
- Custom modifications (applications, features, integrations, reports, forms reversal of customizations)
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Network, Hardware & Operating System support (beyond 1 hour)
- Upgrades & support of third party software x Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. DataVoice is responsible for the configuration of the OpenVPN Server, and the configuration files of the OpenVPN Client. It is the client's responsibility to ensure the connection is allowed from your location. This is to ensure we can connect to your site and resolve any issues, monitor systems for proactive support, as well as to maintain the functionality of some services we provide to the Utility's customers like the Customer Facing Webpage. DataVoice utilizes OpenVPN for this connection.

OMS Systems using Windows require RDP access. Unless otherwise directed, DataVoice will connect over the VPN using RDP. DataVoice can instead utilize a Utility managed Remote Access Server (RAS)** if required for Desktop Support at an additional cost to the Utility. The VPN connection is required regardless of Utility requirements for DataVoice accessing a system via RDP.

DataVoice will supply verbose instructions for how to configure the vpn connection for both Windows and Linux systems.

**Examples of Remote Access Servers including but not limited to: Citrix, Bomgar, LogMeIn, etc.

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 888 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)

- remote connection support x technical troubleshooting x limited training questions (15 minute guideline)
- assistance with creation of backup scripts / backup recovery
- assistance with recovering data resulting from system crashes (charges may apply)
- recommendations on specific hardware requirements
- ODBC installation and connection to database assistance

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended virtual training (beyond 15 minutes)
- econfiguration of hardware and fileservers x recovering data resulting from client error x upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports

DocuSign

Certificate Of Completion

Envelope Id: BC1AADE3491B4F1CB94C55BF7FF3D691
Subject: DataVoice Proposal
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Steve Maynard
P.O. BOX 250
Apex, NC 27502-0250
Steve.Maynard@apexnc.org
IP Address: 209.112.106.2

Record Tracking

Status: Original
8/20/2024 2:16:21 PM

Holder: Steve Maynard
Steve.Maynard@apexnc.org

Location: DocuSign

Signer Events	Signature	Timestamp
Kelli Froman kelli@datavoiceint.com Director of Operations Security Level: Email, Account Authentication (None)	Signed by: 669469E600314FE... Signature Adoption: Drawn on Device Using IP Address: 172.58.145.96 Signed using mobile	Sent: 8/20/2024 2:20:52 PM Viewed: 8/21/2024 1:11:43 AM Signed: 8/21/2024 1:12:47 AM
Electronic Record and Signature Disclosure: Accepted: 8/21/2024 1:11:43 AM ID: 866f0304-d74b-4380-9fcd-0be6e2e2ff27		
Antwan Morrison Antwan.Morrison@apexnc.org Finance Director Town of Apex Security Level: Email, Account Authentication (None)	DocuSigned by: C1FC1A957C74406... Signature Adoption: Drawn on Device Using IP Address: 96.10.1.162	Sent: 8/21/2024 1:12:50 AM Viewed: 8/21/2024 8:03:14 AM Signed: 8/21/2024 8:03:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Randal E. Vosburg Randy.Vosburg@apexnc.org Town Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Randal E. Vosburg 4F2B7C4B5FA3479... Signature Adoption: Pre-selected Style Using IP Address: 98.122.166.220	Sent: 8/21/2024 10:42:33 AM Viewed: 8/25/2024 10:44:56 PM Signed: 8/25/2024 10:45:11 PM
Electronic Record and Signature Disclosure: Accepted: 4/22/2024 2:50:44 PM ID: 7dc2f3d5-45fe-4205-86c5-bc0f9c8d3178		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Shawn Purvis Shawn.Purvis@apexnc.org Deputy Town Manager Town of Apex Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/2/2023 6:44:25 PM ID: a3b12eff-cabd-42c8-8821-55242077afad	VIEWED Using IP Address: 96.10.1.162	Sent: 8/21/2024 8:03:39 AM Viewed: 8/21/2024 10:42:33 AM

Carbon Copy Events	Status	Timestamp
Allen Coleman allen.coleman@apexnc.org Town of Apex | Attn: Amber Bobbitt Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/26/2024 10:23:16 AM ID: 5c21f2bd-f99c-4d8a-9511-dcb06115fcb5	COPIED	Sent: 8/21/2024 8:03:37 AM Viewed: 8/27/2024 11:32:31 AM
Allen Coleman allen.coleman@apexnc.org Town of Apex | Attn: Amber Bobbitt Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/26/2024 10:23:16 AM ID: 5c21f2bd-f99c-4d8a-9511-dcb06115fcb5	COPIED	Sent: 8/25/2024 10:45:14 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/20/2024 2:20:52 PM
Certified Delivered	Security Checked	8/25/2024 10:44:56 PM
Signing Complete	Security Checked	8/25/2024 10:45:11 PM
Completed	Security Checked	8/25/2024 10:45:14 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Town of Apex (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Town of Apex:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: troy.salahuddin@apexnc.org

To advise Town of Apex of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at troy.salahuddin@apexnc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Town of Apex

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Town of Apex

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to troy.salahuddin@apexnc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Town of Apex as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Town of Apex during the course of your relationship with Town of Apex.

Docusign Envelope ID: BC1AADE3-491B-4F1C-B94C-55BF7FF3D691

DataVoice

Proposal

To provide:
Change order for quote 15970

For:
Apex, Town of
Apex, NC

Presented to:
Troy Salahuddin

Issued:
Friday 10th of May 2024 02:26:50 PM

Contact:
Kendra Banton
Account Manager

DataVoice International
800 N. Watters Road, Ste 130
Allen, TX 75013
(972)390-8808

Docusign Envelope ID: BC1AADE3-491B-4F1C-B94C-55BF7FF3D691

Statement of Work:

DataVoice will install and configure the product modules pursuant to the scope set forth in the Product Description section of the proposal. Products listed as Optional at the time of signing are not included in any installation and configuration until they are purchased by the customer. Any material changes or deviations from the standard configuration may, in DataVoice's sole discretion, result in additional fee(s). It is specifically understood that non-disclosed or misrepresented material facts and issues revealed during the discovery process may require additional fees.

In review of the items that are part of quote 15970, it is agreed that the following items need to be changed.

Remove from Quote 15970	Net Invoice	Annual Cost
Not Needed- Payment Provider Migration for IVR Not	$2,445.00	$267.50
Needed-Payment Portal Migration for SmartCE app.	$550.00	$0
Not Needed- Smart CE Usage Data	$4,554.00	$1,070

These items have not been billed in full at this time as the work is not done. They will be credited off the Work Order ($7,549 License and PS, $1,337.5 Maint and the new items will be applied. The other two items that are part of the original quote will apply.

Remain on Quote 15970	Net Invoice	Annual Cost
Account Balance/Payment Information	$3,769.30	$1,736.08
CIS Vendor Integration To OMS	$8,519.50	$1,029.88

Balance of Net Invoice $12,288.80 and Maint $2,765.96 remaining from the original invoice will be billed upon completion.Project Management fees for a 90 day project implementation have been included. If the project delays beyond the 90 period, DataVoice reserves the right to submit a change order for additional project management fees as necessary.

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QUOTATION COST SUMMARY
NON-RECURRING, INITIAL COSTS

OMS

License Fees:	$0.00
Professional Services:	$0.00
Subtotal:	**$0.00**

Total non-recurring costs	**$ 0.00**

RECURRING FEES, ANNUAL COST

Total annual cost of recurring fees	**$0.00**

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Product Descriptions

The OMS portion of the proposal includes the following modules:

Credit for Modules removed.

Docusign Envelope ID: BC1AADE3-491B-4F1C-B94C-55BF7FF3D691

1. PRICING
Prices quoted here are good for ninety(90) days from the date of this document. Price includes software, license fees, unlimited seat licenses, database administration fees, installation, configuration, testing and training.

2. PAYMENT AND TERMS
In consideration for the software provided and services delivered by DataVoice, Customer agrees that DataVoice will only charge $12,288.80 from Quote #15970. A Certificate of Installation and a Certificate of Completion will be issued as defined in the Section titled ACCEPTANCE TESTING. The payment terms will be 'net 30 days' on all invoices. Recurring fees and maintenance will be billed immediately following final milestone payment and will be due in 30 days.

Milestone	Contingent On	Terms	Amount
BU Amount from Sale	None		$0.00
Contract Signing	None		$0.00
Start Project - Project Kickoff Meeting	None		$0.00
Installation Complete	None	50%	$0.00
Project Completed Ready for final testing	None	50%	$0.00
Project Completed -Final Billing	None		$0.00
Training	None		$0.00
Go Live	None		$0.00

3. FEES

a. License, Maintenance and Other Fee Rates: DataVoice may revise rates at any annual renewal date. Customer will be advised in writing of the revised rates 60 days prior to the renewal date.
b. Auto-Renewal: At the end of the License Term, the services may be renewed for an additional term of twelve months by a writing signed by both parties.
c. Prices are for quoted products and services only based on discovery and customers disclosures to date. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at DataVoice then-current pricing and not based upon pricing in this Agreement.

5. DELIVERY METHOD FOR SOFTWARE AND MAINTENANCE SERVICES
Software will be delivered electronically. If required, Customer shall make available a standard office environment on Customer's premises for on-site maintenance or other services. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable.

4. CONDITIONS
All software and services provided within the scope of this document have been priced accordingly and

listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. Any such changes may affect the annual maintenance. It is specifically understood by the parties that this Agreement, once negotiated, can and will serve as a Cooperative Purchasing Agreement pursuant to which affiliated entities may purchase products and services from DataVoice.

6. ACCEPTANCE TESTING

DataVoice will:

- Electronically deliver the software on server.
- Setup, configure and test the system.
- Provide Management a system presentation and issue a Certificate of Installation.
- Customer will be allowed 10 business days for System Testing and to report of any issues to DataVoice in writing, or the Certificate of Installation will be deemed accepted.
- Should an event occur that inhibits the Customer from performing System Testing during this time period, the Customer may submit a written request for an extension, which extension is subject to approval in DataVoice's sole discretion.
- DataVoice will correct valid issues identified by Customer, then allow customer 5 business days to verify corrections.
- The above process will repeat until all issues are resolved or the 5 day period has expired.
- DataVoice will then issue a Certificate of Completion and the final invoice.

7. RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

a. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
b. Software fixes will be provided in a timely fashion.
c. Provide remote maintenance software for DataVoice System.
d. Provide software for 24 hour system monitoring to detect material and relevant software and hardware issues
e. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
f. Provide emergency technical support 24 hours a day.
g. Install, configure and upgrade DataVoice supplied system software at DataVoice's discretion when patches or upgrades are available.
h. Provide backup prior to any upgrade
i. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.

8. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

a. **Customer will designate a project [illegible] esponsible for keeping the project on schedule and ensuring delivery of [illegible]nts as specified.**

b. If applicable, Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
c. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
d. Customer is responsible for all backups of programs and operating system.
e. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
f. Customer will designate a responsible individual and one alternate as the Customer contact for IT service coordination.
g. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
h. Customer will provide a UPS system for the equipment.
i. For non-hosted solutions, Customer will be responsible for running and maintaining anti-malware software on any server running DataVoice software.
j. Customer will not permit real time scanning of network traffic on any servers hosting DataVoice software.
k. Customer will not disclose to any third parties any confidential information provided by DataVoice, except as required by N.C.G.S. Chp. 132, unless agreed upon in writing by DataVoice. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
l. For non-hosted solutions, Customer will not install any software without written DataVoice approval.
m. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.
n. For non-hosted solutions, Customer will not run any OS that has been deprecated by its vendor, and failure to do so may result in significant additional support and other charges on a time and material basis.

8.1 SECURITY RESPONSIBILITIES OF CUSTOMER
Customer agrees to comply:

a. **Passwords.** Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its

Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

c. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
d. DATAVOICE AND ITS SERVICE PROVIDERS DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND DATAVOICE SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

9. RESTRICTIONS ON USE

Customer agrees that:

a. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
b. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
c. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
d. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
e. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business pu
f. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii)

knowingly allow access to any competitor of DataVoice.

10. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Allen, Texas.

10.1 WARRANTY DISCLAIMER

i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
ii. DATAVOICE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DATAVOICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER’S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
iii. WITHOUT LIMITING THE FOREGOING, DATVOICE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF DATAVOICE.

11. SUPPORT AND MAINTENANCE SERVICES

Definitions relevant to Support and Maintenance Services:

i. **"Release"** means an Update and an Upgrade.
ii. **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
iii. **"Upgrade"** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X.

1. DataVoice shall supply all Upgrades at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by DataVoice outside of the scope of those services provided by DataVoice including additional training not covered by any agreement(s) for the installation and implementation of the Upgrade that will be subject to the DataVoice's then-prevailing policies, terms and fees related to pricing and hourly rates.
2. For non-hosted solutions, when a Customer upgrades its OS, DataVoice will provide software Updates and Upgrades as part of its support and maintenance services. However, when Customer migrates from one OS to another, there may be additional license or other fees.

12. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery. In the event of a Customer breach, refunds by DataVoice will not be provided under any circumstances.

13. LIMITATIONS OF LIABILITY

The Customer and DataVoice recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the DataVoice arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DataVoice's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

i. **BOTH PARTIES AGREE THAT THE DataVoice's LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO DataVoice BY CUSTOMER TO DataVoice DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
ii. **IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR**

CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ***CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.***

14. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

15. MEDIATION

Except for termination by DataVoice for non-payment of fees due under this Agreement, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

16. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

17. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shal days written notice prior to Customer's dissolution, merger, or transfer in ownership.

18. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre- contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Wake County, North Carolina. This Agreement will not be interpreted for or against a party on account of drafting.

19. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

20. ~~SOVEREIGN IMMUNITY~~ This paragraph is intentionally deleted.

~~To the extent Customer is provided immunity from suit and/or liability, Customer expressly waives any such immunity protection at law or in equity.~~

21. E-VERIFY

DataVoice shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). DataVoice shall require all of DataVoice's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

22. ANTI-HUMAN TRAFFICKING

DataVoice warrants and agrees that no labor supplied by DataVoice or DataVoice's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

23. NON-DISCRIMINATION

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, DataVoice hereby warrants and agrees that DataVoice will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

24. NONAPPROPRIATION

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of Customer.

ACCEPTANCE OF AGREEMENT
Customer warrants and represents that the price and conditions are satisfactory and are hereby accepted through Customer's authorized signature below.

Customer's authorized signature below is authorization for DataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this agreement. This Agreement may be executed in counterparts.

Customer Signature:

Apex, Town of

By: DocuSigned by: Randal E. Vosburg 4F2B7C4B5FA3479...

Printed Name: Randal E. Vosburg

Title: Town Manager

Date: 8/25/2024 | 10:45 PM EDT

DataVoice International

By: Signed by: 669469E600314FE...

Printed Name: Kelli Froman

Title: Vice President

Date: 8/21/2024 | 1:12 AM EDT

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

DocuSigned by: C1FC1A957C74406... Antwan Morrison, Finance Director

Docusign Envelope ID: BC1AADE3-491B-4F1C-B94C-55BF7FF3D691

Ship To
TOWN OF APEX
TOWN HALL
73 HUNTER ST
APEX, NC 27502

Bill To
TOWN OF APEX
ACCOUNTS PAYABLE
PO BOX 250
APEX, NC 27502

Purchase Order
No. 2024-00000157

DATE 07/14/2023

VENDOR NO. 6562

Reprint Purchase Order

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

Vendor
DATAVOICE INTERNATIONAL
62130 Collections Center Drive
CHICAGO, IL 60693-0621

DELIVER BY
FREIGHT TERMS FOB APEX
PAGE **1 of 1**
ORIGINATOR: Steve Maynard

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
15,054.8600	Each	Computer Software/Supply - ERP Integration for Utility Billing 61-9225-0114-47300 - Capital Outlay - Improvements 15,054.86	Open	1.0000	$15,054.86

Purchase Order terms and conditions: http://www.apexnc.org/terms.

SUBTOTAL	$15,054.86
SALES TAX	$0.00
TOTAL DUE	$15,054.86

Finance Director

Purchasing Manager

Special Instructions

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

View results

Respondent

366 Troy Salahuddin

10:41
Time to complete

1. DEPARTMENT *

IT

2. CONTRACTOR/VENDOR NAME *

Data Voice

3. CONTRACTOR/VENDOR ADDRESS *

800 N. Watters Road STE 130 Allen, TX 75013

4. CONTRACTOR/VENDOR CONTACT INFO (Provide FULL NAME and EMAIL of vendor/contractor/person recipient who will sign contract) *

Kelli Froman , kelli@datavoiceint.com

5. PURPOSE OF CONTRACT *

Update SOW for Data Voice ERP Integration for Utility Billing

6. AMOUNT *

~~$14,964.76~~ 15,054.86

7. BUDGET CODE *

~~N/A~~ 61-9225-0114-47300

8. TYPE OF CONTRACT *

- ○ NEW
- ○ RENEW
- ◉ AMENDMENT

9. HAS LEGAL REVIEWED AND IF SO, WHO? *

- ○ Yes, Christopher Welch
- ○ Yes, Laurie Hohe
- ◉ Yes, Brian Meyer
- ○ No, Legal has NOT reviewed
- ○ Other

10. SUMMARY OF CONTRACT BEING SUBMITTED *Required for Town Manager* *

SOW being updated to reflect changes in integration for ERP for Data voice to Milsoft integration

11. MISC. COMMENTS?

12. ATTACHMENTS/EXHIBITS/CONTRACTS INCLUDED *(reminder to attach all files IF needed such as SSA, MSA, Certificate of Insurance and if new vendor attach application with W9)* *

- ◉ YES
- ○ N/A

13. UPLOAD ALL FILES HERE, PLEASE ENSURE THE NEW TOWN MANAGER IS LISTED ON THE SSA OR MSA *

Apex-18798 (rev) Troy Salahuddin.pdf

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

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 Tuesday, October 13, 2026, on the Question of Annexation - Apex Town Council's intent to annex 3.60 +/- acres, Apex Medical Center located at 1405 Zeno Road (PIN No. 0732-83-6597 and 1407 Zeno Road PIN No. 0732-83-4782), Annexation No. 797, 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.

This annexation is requested to support a development of Apex Medical Center. These two parcels on Zeno Road were rezoned from Residential Agriculture to Office and Instituional Conditional Zoning on August 27, 2024 (5-0) and the statement and ordinance from that approval can be viewed (HERE) and the plat map design layout documents can be viewed (HERE).

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. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres
- CN5-A3: Aerial Map – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres
- CN5-A4: Plat Map – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

- CN5-A5: Annexation Petition – Annexation No. 797 – Apex Medical Center – 1405 and 1407 Zeno Road – 3.60 acres

RESOLUTION DIRECTING THE TOWN CLERK
TO INVESTIGATE PETITION RECEIVED UNDER G.S.§ 160A-31

Annexation Petition No. 797
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 acres

WHEREAS, G.S. §160A- 31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the 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 22nd day of September, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 797
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 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 area described therein, in accordance with G.S.§ 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 22nd day of September, 2026.

_____
Allen L. Coleman, CMC
Town Clerk

(Seal)

RESOLUTION SETTING DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S.§ 160A-31 AS AMENDED

Annexation Petition No. 797
Apex Medical Center
1405 and 1407 Zeno Road | 3.60 acres

WHEREAS, a petition requesting annexation of the 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 13th day of October, 2026.

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 22nd day of September, 2026.

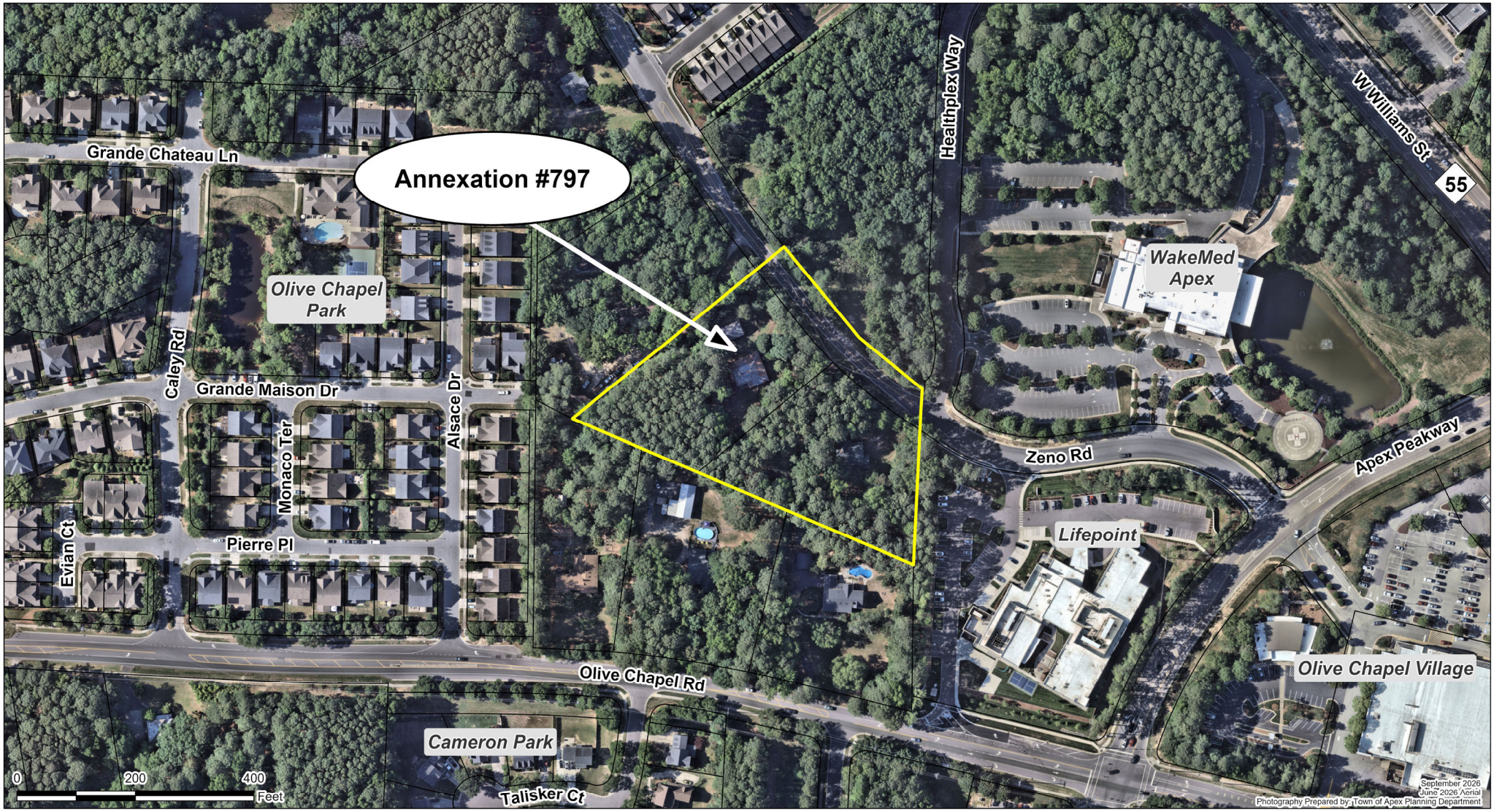
_____
Jacques K. Gilbert,
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk
Attachment: Legal Description

ANNEXATION DESCRIPTION

BEGINNING AT AN IRON PIPE HAVING NCGS COORDINATES NORTHING 723,633.56’ AND EASTING 2,038,842.16’ ON THE SOUTHERN RIGHT OF WAY AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF WAKEMED PROPERTY SERVICE, THENCE LEAVING SAID RIGHT OF WAY WITH SAID COMMON PROPERTY LINE SOUTH 02 DEGREES 19 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 222.34 FEET TO A REBAR AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF CARL THOMAS CLAY, THENCE NORTH 66 DEGREES 45 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 378.23 FEET TO AN IRON ROD, THENCE NORTH 66 DEGREES 45 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 235.00 FEET TO A POINT AT THE INTERSECTION OF THE COMMON PROPERTY LINE OF RUSSEL J. AND SHARON R. MILES, THENCE WITH SAID COMMON PROPERTY LINE NORTH 49 DEGREES 21 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 385.11 FEET TO AN IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF ZENO ROAD, THENCE CROSSING SAID RIGHT OF WAY NORTH 49 DEGREES 21 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 63.91 FEET TO POINT ON THE NORTHERN RIGHT OF WAY OF ZENO ROAD, THENCE WITH SAID RIGHT OF WAY SOUTH 39 DEGREES 44 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 198.69 FEET TO A POINT, THENCE SOUTH 50 DEGREES 34 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 139.37 FEET TO AN IRON PIPE, THENCE LEAVING SAID RIGHT OF WAY SOUTH 02 DEGREES 19 MINUTES 20 SECONDS WEST A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING, CONTAINING 156,833 SQUARE FEET OR 3.60 ACRES.


Annexation #797
Grande Chateau Ln
Olive Chapel Park
Caley Rd
Grande Maison Dr
Monaco Ter
Alsace Dr
Evian Ct
Pierre Pl
Healthplex Way
W Williams St
55
WakeMed Apex
Zeno Rd
Apex Peakway
Lifepoint
Olive Chapel Village
Olive Chapel Rd
Cameron Park
Talisker Ct
0
200
400
Feet
September 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department

SCALE: 1"=40'
DRAWN BY: JAS
REVIEWED BY: RTF

BGE
5440 WADE PARK BLVD, SUITE 102
RALEIGH NC 27607
WWW.BGEINC.COM
NC LICENSE #C-4397

©2023

SURVEY FOR:
EAST WEST PARTNERS MANAGEMENT CO.

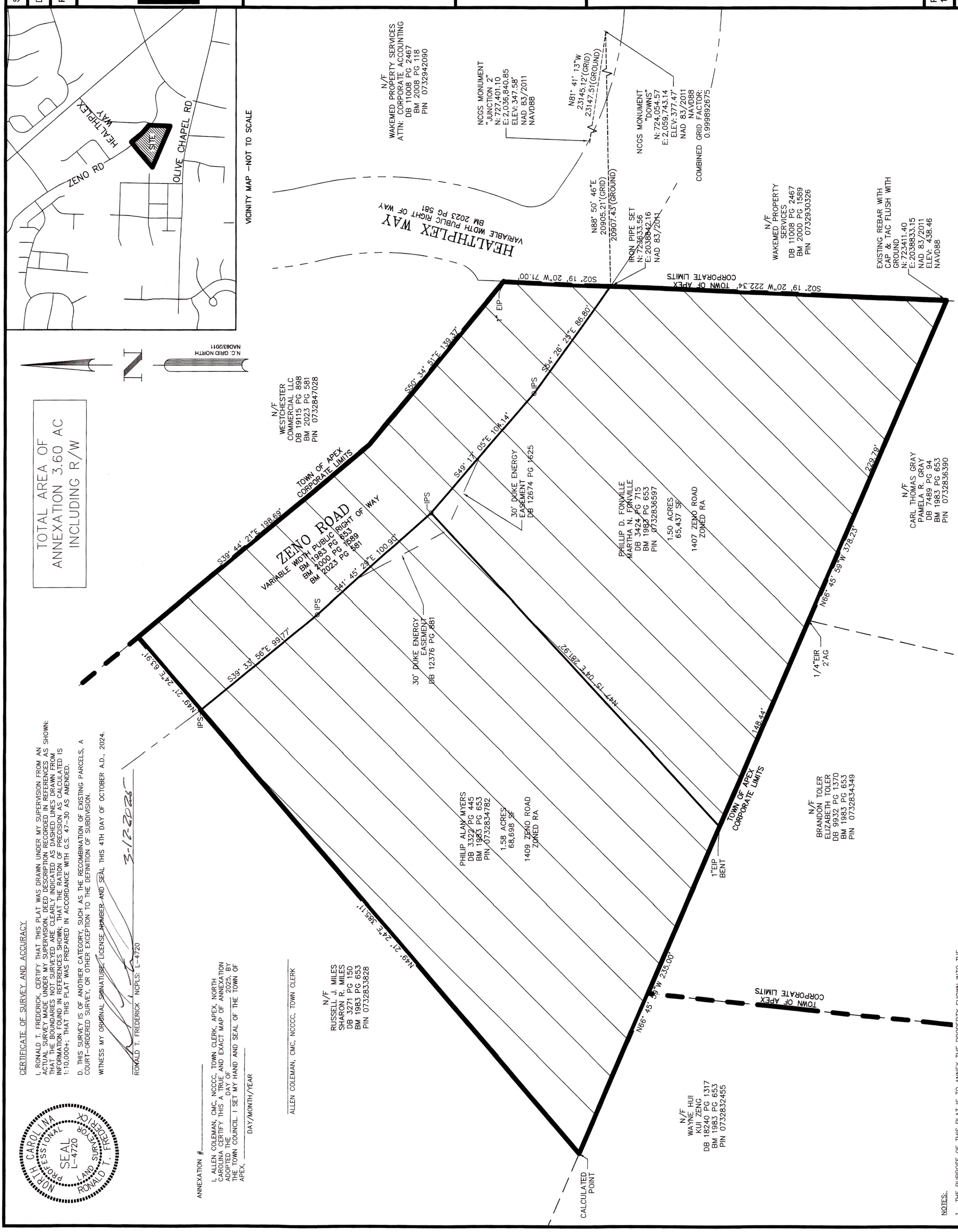
ADDRESS:
1450 ENVIRON WAY, CHAPEL HILL, NC 27517

LOCATED AT:
1405 & 1407 ZENO RD
APEX, NC 27502

ANNEXATION MAP FOR THE TOWN OF APEX

APEX TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

PROJECT#: 12413-00
FILE NAME: 12413-00_ANNEX
DATE: 01/29/2025
SHEET 1 OF 1



CERTIFICATE OF SURVEY AND ACCURACY

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN REFERENCES AS SHOWN: THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES DRAWN FROM INFORMATION FOUND IN REFERENCES SHOWN; THAT THE RATION OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

D. THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 4TH DAY OF OCTOBER A.D., 2024.

3-12-2025

RONALD T. FREDERICK NCPLS: L-4720

NORTH CAROLINA PROFESSIONAL SEAL L-4720 LAND SURVEYOR RONALD T. FREDERICK

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

NOTES:

1. THE PURPOSE OF THIS PLAT IS TO ANNEX THE PROPERTY SHOWN INTO THE TOWN OF APEX
2. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS HORIZONTAL DATUM – NCSPCS (NAD 83/2011)
3. THIS SURVEY AND MAP WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
4. AREAS SHOWN ARE BY COORDINATE METHOD.
5. BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83/2011.

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: _____

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

Phillip & Martha Fonville	0732836597
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-527-9152	pfonville2@gmail.com
Phone	E-mail Address
Philip A. Myers, Trustee of the Myers Living Trust	0732834782
Owner Name (Please Print)	Property PIN or Deed Book & Page #
919-616-2040	oldphil1996@gmail.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

Surveyor Information

Surveyor: Ronald Frederick (BGE, Inc.)

Phone: (919) 276-0111 Fax: N/A

E-mail Address: rfrederick@bgeinc.com

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	~~3.08~~ 3.6	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	2	Water service (new construction)	☑
Proposed # of housing units:	0	Sewer service (new construction)	☑
Zoning District*:	O&I-CZ	Receive Town Services	☑

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Phil Fonville
Please Print

_____
Signature

Martha Fonville
Please Print

_____
Signature

Philip Myers
Please Print

Philip Myers
Signature

_____
Please Print

_____
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Lynnette Smith, a Notary Public for the above State and County, this the 27th day of, January, 2025.

Lynnette Smith
Notary Public

SEAL

LYNNETTE SMITH
Notary Public, North Carolina
Orange County
My Commission Expires
08/09/2026

My Commission Expires: 08/09/2026

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, 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 Limited Liability Company _____

By: _____
Signature of Member/Manager

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: _____

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: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____ Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Phil Fonville Please Print	Phil Fonville Signature
Martha Fonville Please Print	Martha Fonville Signature
~~Philip Myers~~ N/A Please Print	N/A Signature
N/A Please Print	N/A Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Terri Santoro Sharp, a Notary Public for the above State and County, this the 27 day of, January, 2025.

Terri Santoro Sharp
Notary Public

TERRI SANTORO SHARP NOTARY PUBLIC WAKE COUNTY, N.C. SEAL MY COMMISSION EXPIRES 1/30/2028

My Commission Expires: 1/30/2028

COMPLETE IF CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the _____ day of _____, 20_____.

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

_____
Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, _____, a Notary Public for the above State and County, this the _____day of _____, 20____.

_____
Notary Public

SEAL

My Commission Expires: _____

Application #: _____ Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, 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 Limited Liability Company _____

By: _____
Signature of Member/Manager

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: _____

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: _____

FOR APPLICANT USE ONLY
PLEASE DO NOT INCLUDE THIS CHECKLIST WITH YOUR APPLICATION SUBMITTAL

COMMON ACRONYMS/DEFINITIONS			
GeoCivix (IDT)	Electronic Plan Review	UDO	Town's Unified Development Ordinance
TOA	Town of Apex	NCDEQ	North Carolina Dept. of Environmental Quality
RCA	Resource Conservation Area	DDM	Design & Development Manual

CONTACT INFORMATION			
Planning Department	(919) 249-3426	Water Resources (Utilities)	(919) 372-7478
Development Services	(919) 249-3394	Clerk's Office	(919) 249-1260

#	REQUIRED PLAT ITEMS
1	The exact boundary lines of the area to be annexed fully dimensioned by lengths and bearings, and the location of intersecting boundary lines of existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2	Show and label any utility easements with metes and bounds.
3	Accurate locations and descriptions of all monuments, markers, and control points.
4	Ultimate right-of-way widths on all streets.
5	Entitle "ANNEXATION MAP for the TOWN OF APEX" or "SATELLITE ANNEXATION MAP for the TOWN OF APEX", as appropriate.
6	Name of property owner.
7	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9	Names of the township, county, and state.
10	A detailed vicinity map.
11	Include address of property if assigned.
12	Show all contiguous or non-contiguous town limits.
13	The following certification must be placed on the map near a border to allow the map to be sealed: Annexation # _____ I, Allen Coleman, CMC, NCCCC, Town Clerk, Apex, North Carolina certify this a true and exact map of annexation adopted the _____ day of _____, 20___, by the Town Council. I set my hand and seal of the Town of Apex, _____. Day/Month/Year _____ Allen Coleman, CMC, NCCCC, Town Clerk -Seal-
14	Leave 2 inch by 2 inch space for the Wake County or Chatham County Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

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 Tuesday, October 13, 2026, on the Question of Annexation - Apex Town Council's intent to annex 22.19 +/- acres, located at 0 Camp Branch Lane (PIN No. 0731-14-2050) and 7104 Camp Branch Lane (PIN No. 0731-14-0691), Annexation No. 837, 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.

This annexation is requested to support a new development (Ivy Glen Subdivision), which was rezoned on May 24, 2026 (5-0) – ORD-2026-050, from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ). The approved statement and ordinance are included in the attachments section below as (A6)

Attachments

- CN6-A1: Resolution Directing the Town Clerk to Investigate Petition
    - Certificate of Sufficiency by the Town Clerk
    - Resolution Setting Date of Public Hearing
- CN6-A2: Legal Description – Annexation No. 837 – Ivy Glen Development - 0 and 7104 Camp Branch Lane – 22.19 acres
- CN6-A3: Aerial Map – Annexation No. 837 – Ivy Glen Development - 0 and 7104 Camp Branch Lane – 22.19 acres
- CN6-A4: Plat Map –Annexation No. 837 – Ivy Glen Development - 0 and 7104 Camp Branch Lane – 22.19 acres

- CN6-A5: Annexation Petition – Annexation No. 837 – Ivy Glen Development - 0 and 7104 Camp Branch Lane – 22.19 acres
- CN6-A5: ORD-2026-050 – Rezoning Case No. 25CZ19 – 0 and 71041 Camp Branch Lane – Approved May 24, 2025

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

Satellite Annexation Petition No. 837
Ivy Glen Subdivision
0 and 7104 Camp Branch Lane | 22.19 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 22nd day of September, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC
Town Clerk

CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 837
Ivy Glen Subdivision
0 and 7104 Camp Branch Lane | 22.19 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 22nd day of September, 2026.

_____
Allen L. Coleman, CMC
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. 837
Ivy Glen Subdivision
0 and 7104 Camp Branch Lane | 22.19 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 13th day of October, 2026.

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 22nd day of September, 2026.

_____
Jacques K. Gilbert,
Mayor

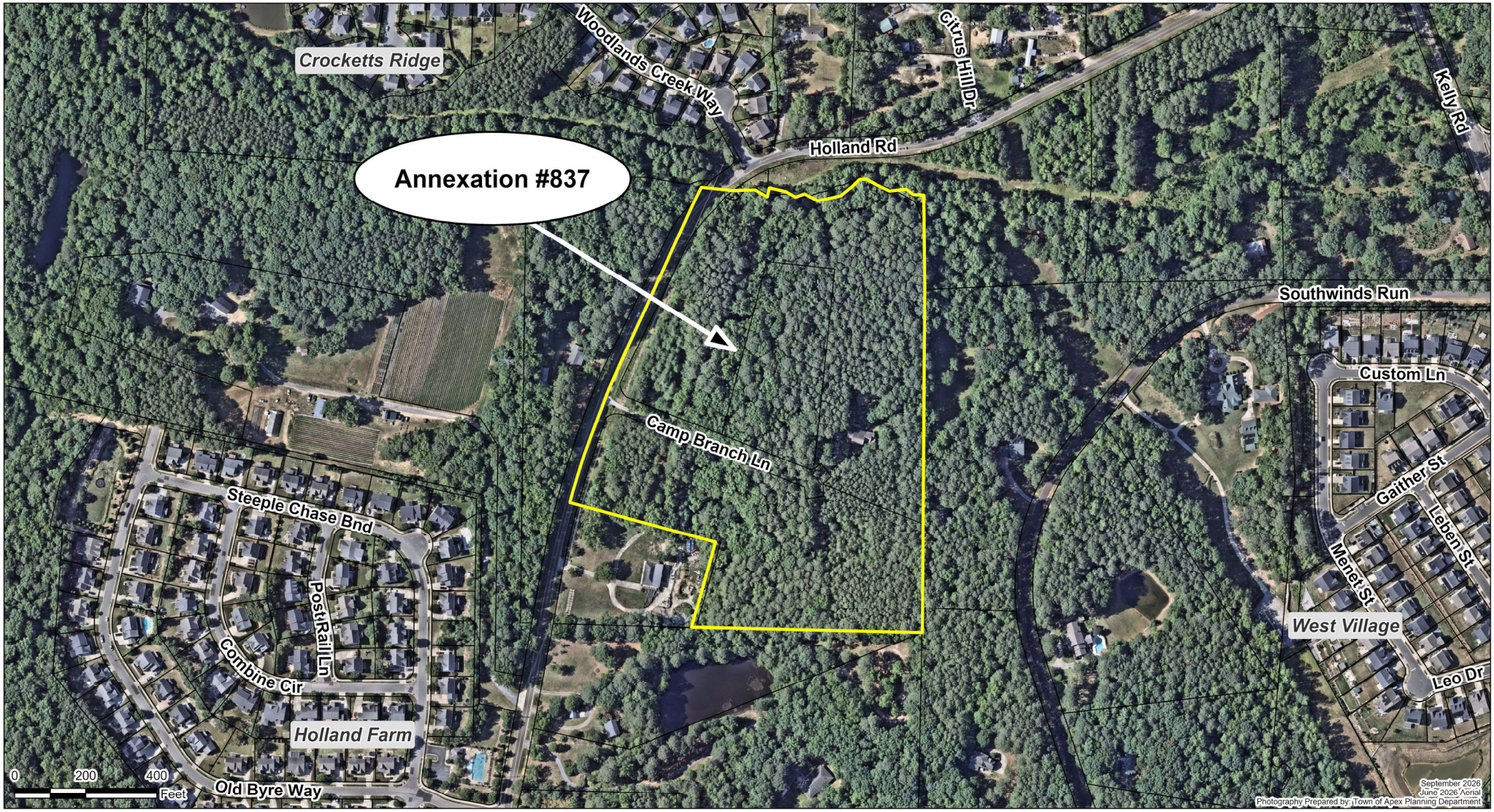
ATTEST:

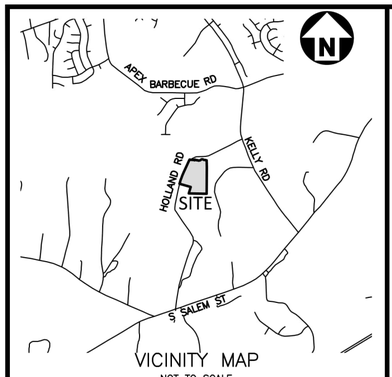
_____
Allen L. Coleman,
Town Clerk
Attachment: Legal Description

IVY GATE
PIN: 0731-14-0691
7104 CAMP BRANCH LANE
BUCKHORN TOWNSHIP – WAKE COUNTY – NORTH CAROLINA
LEGAL DESCRIPTION

BEGINNING AT A CALCULATED POINT IN THE RIGHT-OF-WAY OF HOLLAND ROAD/S.R. 1187 VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, SAID POINT HAVING NC GRID NAD83(2011) COORDINATES NORTHING: 714,377.13, EASTING: 2,030,799.10; THENCE NORTH 21°13'52" EAST 0.42 FEET TO A CALCULATED POINT; THENCE NORTH 21°13'52" EAST 48.07 FEET TO A CALCULATED POINT; THENCE NORTH 23°55'12" EAST 106.39 FEET TO A CALCULATED POINT; THENCE NORTH 25°05'30" EAST 108.15 FEET TO A CALCULATED POINT; THENCE NORTH 24°30'05" EAST 355.48 FEET TO A CALCULATED POINT; THENCE NORTH 26°34'29" EAST 39.90 FEET TO A CALCULATED POINT IN THE CENTERLINE OF A BRANCH; THENCE RUNNING WITH THE CENTERLINE OF SAID BRANCH SOUTH 84°03'42" EAST 88.06 FEET TO A CALCULATED POINT; THENCE NORTH 88°12'55" EAST 63.26 FEET TO A CALCULATED POINT; THENCE SOUTH 59°58'11" EAST 39.58 FEET TO A CALCULATED POINT; THENCE NORTH 13°24'29" EAST 26.15 FEET TO A CALCULATED POINT; THENCE SOUTH 76°56'24" EAST 47.71 FEET TO A CALCULATED POINT; THENCE SOUTH 60°22'04" EAST 31.61 FEET TO A CALCULATED POINT; THENCE NORTH 69°21'25" EAST 26.28 FEET TO A CALCULATED POINT; THENCE SOUTH 62°29'41" EAST 42.54 FEET TO A CALCULATED POINT; THENCE NORTH 77°41'47" EAST 65.67 FEET TO A CALCULATED POINT; THENCE NORTH 51°14'07" EAST 41.68 FEET TO A CALCULATED POINT; THENCE NORTH 47°17'20" EAST 29.04 FEET TO A CALCULATED POINT; THENCE NORTH 89°09'59" EAST 19.66 FEET TO A CALCULATED POINT; THENCE SOUTH 61°58'42" EAST 33.59 FEET TO A CALCULATED POINT; THENCE SOUTH 64°33'34" EAST 38.33 FEET TO A CALCULATED POINT; THENCE NORTH 83°54'55" EAST 47.35 FEET TO A CALCULATED POINT; THENCE SOUTH 53°34'16" EAST 24.69 FEET TO A CALCULATED POINT; THENCE SOUTH 86°07'58" EAST 29.54 FEET TO A CALCULATED POINT, SAID POINT BEING THE NORTHEASTERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS AS RECORDED IN ESTATE FILE 14-E-986 IN THE WAKE COUNTY REGISTER OF DEEDS; THENCE RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS SOUTH 00°34'58" EAST 266.70 FEET TO AN EXISTING IRON STAKE, SAID IRON STAKE BEING THE NORTHERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY TIMOTHY L. DONNELLY AND CYNTHIA O. DONNELLY AS RECORDED IN DEED BOOK 7858, PAGE 100 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS OFFICE; THENCE LEAVING THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS AND RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY TIMOTHY L. DONNELLEY AND CYNTHIA O. DONNELLY SOUTH 00°24'02" WEST 965.06 FEET TO AN EXISTING SECTION OF RAILROAD TRACK, SAID SECTION OF RAILROAD TRACK BEING THE SOUTHEASTERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY BRIAN GREGORY BRILL AND ANTHONY NEAL AS RECORDED IN DEED BOOK 19178, PAGE 2750 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS, AND LANDS NOW OR FORMERLY OWNED BY JAMES R. TRUELOVE AND TINA U. TRUELOVE AS RECORDED IN DEED BOOK 10783, PAGE 947 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS, AND LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AS RECORDED IN DEED BOOK 16245, PAGE 1513 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY BRIAN GREGORY BRILL AND ANTHONY NEAL AND RUNNING WITH THE COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE NORTH 88°39'44" WEST 649.86 FEET TO A CALCULATED POINT, SAID CALCULATED POINT BEING THE NORTHEASTERN MOST COMMON CORNER OF SAID LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AND LANDS NOW OR FORMERLY OWNED BY AMOS A. JONES AS RECORDED IN DEED BOOK 6883, PAGE 579 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1991, PAGE 1133 IN THE WAKE COUNTY REGISTER OF DEEDS OFFICE; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AND RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY AMOS A. JONES NORTH 15°47'06" EAST 248.05 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 74°41'08" WEST 425.00 FEET TO A CALCULATED POINT IN THE RIGHT-OF-WAY OF HOLLAND ROAD/S.R. 1187

VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY AMOS. A JONES NORTH 15°18'10" EAST 36.11 FEET TO A CALCULATED POINT; THENCE NORTH 17°06'25" EAST 104.11 FEET TO A CALCULATED POINT; THENCE NORTH 20°32'36" EAST 106.98 FEET TO A CALCULATED POINT; THENCE NORTH 21°13'52" EAST 57.58 FEET TO A CALCULATED POINT; WHICH IS THE POINT AND PLACE OF BEGINNING, CONTAINING 966,651 SQUARE FEET OR 22.19 ACRES AND IS THE SAME PARCELS DESCRIBED AS “LOT 1” AND “LOT 2” ON A SURVEY TITLED “CAMP BRANCH LANE ALTA/NSPS LAND TITLE SURVEY” PRODUCED BY THE JOHN R. MCADAMS COMPANY, DATED NOVEMBER 13, 2025.


Crocketts Ridge
Woodlands Creek Way
Citrus Hill Dr
Kelly Rd
Holland Rd
Annexation #837
Southwinds Run
Custom Ln
Camp Branch Ln
Gaither St
Leben St
Menet St
West Village
Leo Dr
Steeple Chase Bnd
Post Rail Ln
Combine Cir
Holland Farm
Old Byre Way
0
200
400
Feet
September 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, COREY B. FORREST, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47–30 AS AMENDED.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE: G.S. 47–30 (F)(11)(A). THIS SURVEY CREATES SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 5th DAY OF August, A.D., 2026.

COREY B. FORREST, PROFESSIONAL LAND SURVEYOR L–5632

TOWN CLERK CERTIFICATION

ANNEXATION#_____I, ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE_____ DAY OF_____, 20__, BY THE TOWN COUNCIL. SET MY HAND AND SEAL OF THE TOWN OF APEX, _____, DAY/MONTH/YEAR.

_____

ALLEN COLEMAN, CMC, NCCCC, TOWN CLERK

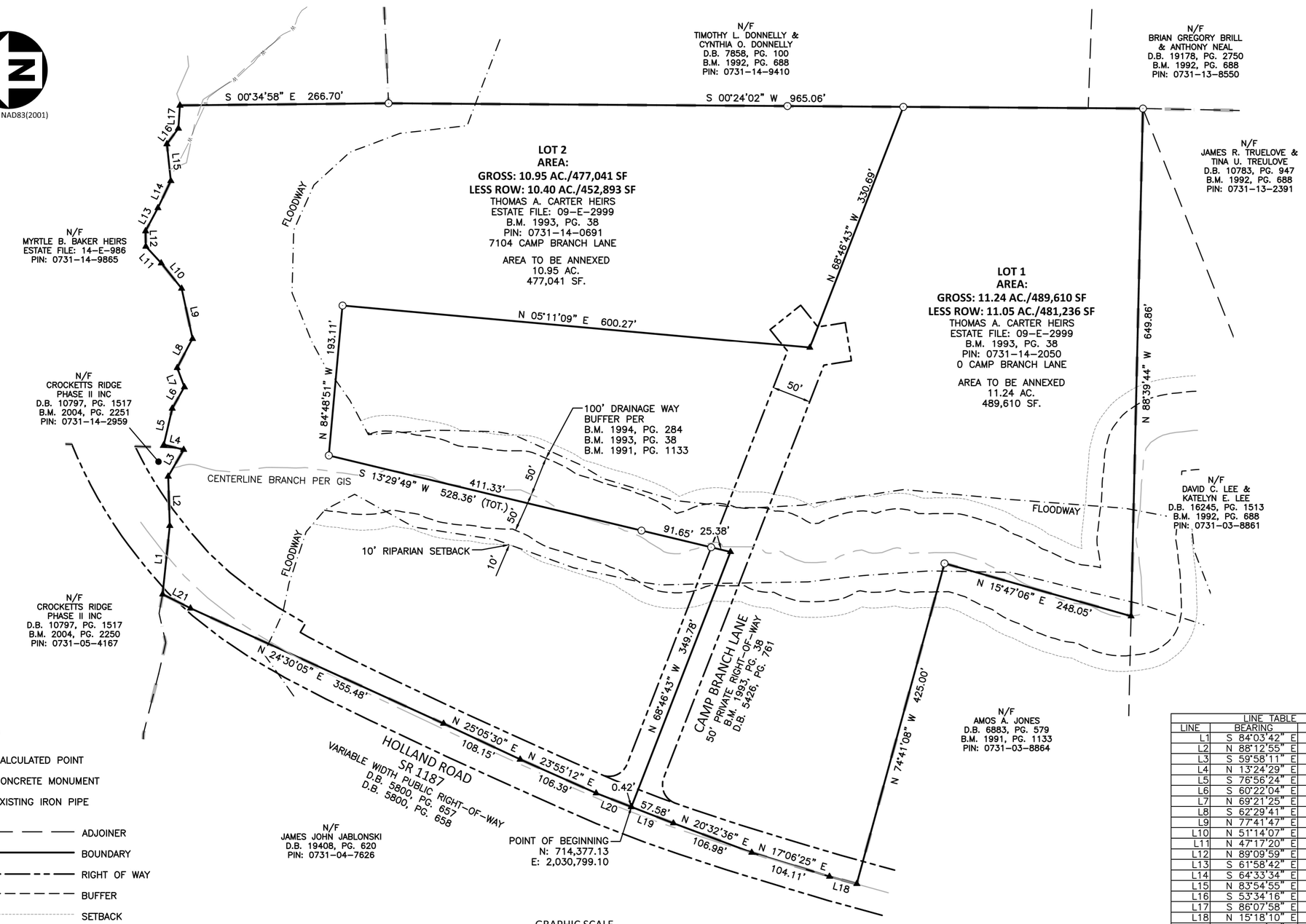
–SEAL

GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NAD 83.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: APEX ZONE "MD–CZ" PER WAKE COUNTY GIS.
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720073100K DATED JULY 19TH, 2022.

AREA OF ANNEXATION
22.19 ACRES+/-

NC GRID NAD83(2001)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 84°03'42" E	88.06'
L2	N 88°12'55" E	63.26'
L3	S 59°58'11" E	39.58'
L4	N 13°24'29" E	26.15'
L5	S 76°56'24" E	47.71'
L6	S 60°22'04" E	31.61'
L7	N 69°21'25" E	26.28'
L8	S 62°29'41" E	42.54'
L9	N 77°41'47" E	65.67'
L10	N 51°14'07" E	41.68'
L11	N 47°17'20" E	29.04'
L12	N 89°09'59" E	19.66'
L13	S 61°58'42" E	33.59'
L14	S 64°33'34" E	38.33'
L15	N 83°54'55" E	47.35'
L16	S 53°34'16" E	24.69'
L17	S 86°07'58" E	29.54'
L18	N 15°18'10" E	36.11'
L19	N 21°13'52" E	58.00'
L20	N 21°13'52" E	48.07'
L21	N 26°34'29" E	39.90'

LEGEND

- CALCULATED POINT
- CONCRETE MONUMENT
- EXISTING IRON PIPE
- ADJOINER
- BOUNDARY
- RIGHT OF WAY
- BUFFER
- SETBACK
- CENTERLINE OF CREEK
- CORPORATE LIMIT

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

MCADAMS
The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

LENNAR
1010 SYNC STREET, SUITE 600
MORRISVILLE, NC 27560
PHONE: 984-327-8851

IVY GATE
SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX
7104 CAMP BRANCH LANE
BUCKHORN TWP., WAKE COUNTY, NORTH CAROLINA

NORTH CAROLINA PROFESSIONAL SEAL L-5632 LAND SURVEYOR COREY B. FORREST

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	LEN-25031
FILENAME	LEN25031-A1
CHECKED BY	CBF
DRAWN BY	LER
SCALE	1"=100'
DATE	07. 28. 2026

SHEET

ANNEXATION PLAT

1-1

X:\Projects\LEN\LEN25031\02-Geomatics\Survey\ALTA\LEN25031-A1.dwg, 8/5/2026 1:51:21 PM, Corey Forrest

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 #: 837 Submittal Date: 7-13-2026

Fee Paid $ 300.00 Check # CC

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

Estate of Thomas Ames Carter	0731142050
Owner Name (Please Print)	Property PIN or Deed Book & Page #
c/o Meredith McLaurin; 919-876-7411	meredith.mclaurin@hodgekittrellsir.com
Phone	E-mail Address
Estate of Thomas Ames Carter	0731140691
Owner Name (Please Print)	Property PIN or Deed Book & Page #
c/o Meredith McLaurin; 919-876-7411	meredith.mclaurin@hodgekittrellsir.com
Phone	E-mail Address
Owner Name (Please Print)	Property PIN or Deed Book & Page #
Phone	E-mail Address

Surveyor Information

Surveyor: McAdams - Corey Forrest

Phone: 919-361-5000 Fax: N/A

E-mail Address: forrest@mcadamsco.com

Annexation Summary Chart

Property Information		Reason(s) for annexation (select all that apply)	
Total Acreage to be annexed:	22.19	Need water service due to well failure	☐
Population of acreage to be annexed:	0	Need sewer service due to septic system failure	☐
Existing # of housing units:	1	Water service (new construction)	☑
Proposed # of housing units:	50	Sewer service (new construction)	☑
Zoning District*:	Medium Density Conditional (MD-CZ)	Receive Town Services	☑

*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department with questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 837 Submittal Date: 7-13-2026

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Jennifer Carter Credle

Please Print

Signature

Jennifer Carter Credle, individually and as Co-Executor of the Estate of Thomas A. Carter

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Cheryl M. Martin, a Notary Public for the above State and County, this the 26 day of, May, 2026.

Notary Public

SEAL

CHERYL M MARTIN NOTARY PUBLIC WAKE COUNTY, NC

My Commission Expires: 11/14/2026

PETITION FOR VOLUNTARY ANNEXATION

Application #: 837 Submittal Date: 7-13-2026

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Jocelyn Carter Pease
Please Print

Jocelyn Carter Pease
Signature

Jocelyn Carter Pease, individually and as Co-Executor of the Estate of Thomas A. Carter

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Cheryl M. Martin a Notary Public for the above State and County, this the 26 day of, May, 2026.

Cheryl M. Martin
Notary Public

SEAL

CHERYL M MARTIN
NOTARY
PUBLIC
WAKE COUNTY, NC

My Commission Expires: 11/14/2026

STATEMENT OF TOWN COUNCIL AND ORDINANCE AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE TOWN OF APEX TO CHANGE THE ZONING OF APPROXIMATELY 22.19 ACRES LOCATED AT 0 & 7104 CAMP BRANCH LANE FROM RURAL RESIDENTIAL (RR) TO MEDIUM DENSITY RESIDENTIAL-CONDITIONAL ZONING (MD-CZ)

#25CZ19

WHEREAS, Chris Bowley, Lennar Carolinas, LLC, applicant (the "Applicant"), submitted a completed application for a conditional zoning on the 3rd day of November, 2025 (the "Application"). The proposed conditional zoning is designated #25CZ19;

WHEREAS, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting) of a public hearing on #25CZ19 before the Planning Board on the 9th day of March 2026;

WHEREAS, the Apex Planning Board held a public hearing on the 9th day of March 2026, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning 25CZ19. A motion was made by the Apex Planning Board to recommend approval; the motion passed unanimously for the application for #25CZ19;

WHEREAS, pursuant to N.C.G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director caused proper notice to be given (by publication and posting), of a public hearing on #25CZ19 before the Apex Town Council on the 24th day of March 2026;

WHEREAS, the Apex Town Council held a public hearing on the 24th day of March 2026. Joshua Killian, Planner II, presented the Planning Board's recommendation at the public hearing;

WHEREAS, all persons who desired to present information relevant to the application for #25CZ19 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is consistent with the 2045 Land Use Plan and other adopted plans in that the 2045 Land Use Map designates this area as Medium Density Residential. This designation on the 2045 Land Use Map includes the zoning district Medium Density Residential-Conditional Zoning (MD-CZ) and the Apex Town Council has further considered that the proposed rezoning to Medium Density Residential-Conditional Zoning (MD-CZ) will maintain the character and appearance of the area and provide the flexibility to accommodate the growth in population, economy, and infrastructure consistent with that contemplated by the 2045 Land Use Map;

WHEREAS, the Apex Town Council finds that the approval of the rezoning is reasonable and in the public interest in that: The conditions provided will allow the property to be developed in a manner that is consistent with the residential character of the area and limits the allowable density consistent with subdivisions within 300 feet of the rezoning. The proposed rezoning also includes dedication of right-of-way along the parcel's frontage consistent with the Apex Transportation Plan; and

WHEREAS, the Apex Town Council by a vote of 5 to 0 approved Application #25CZ19 rezoning on the 12th day of May 2026 for the subject tract located at 0 & 7104 Camp Branch Lane from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX

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

Section 2: The Town of Apex Unified Development Ordinance, including the Town of Apex North Carolina Official Zoning District Map which is a part of said Ordinance, is hereby amended by changing the zoning classification of the "Rezoned Lands" from Rural Residential (RR) to Medium Density Residential-Conditional Zoning (MD-CZ) District, subject to the conditions stated herein.

Section 3: The Planning Director is hereby authorized and directed to cause the said Official Zoning District Map for the Town of Apex, North Carolina, to be physically revised and amended to reflect the zoning changes ordained by this Ordinance.

Section 4: The "Rezoned Lands" are subject to all of the following conditions which are imposed as part of this rezoning:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1. Single-family
2. Accessory apartment
3. Utility, minor
4. Wireless support structure
5. Greenway
6. Park, active
7. Park, passive
8. Recreation facility, private

Zoning Conditions:

1. There shall be a maximum of fifty-eight (58) residential units on the property.

2. Minimum lot width shall be forty (40) feet.

3. The minimum side setbacks shall be five (5) feet and the minimum combined side setback shall be ten (10) feet.

4. The minimum front setback shall be twenty (20) feet.

5. There shall be a 20-foot Type B buffer and privacy fence along the shared property line with PIN 0731149410 (the "Donnelly Property"). The privacy fence shall have a minimum height of six (6) feet and be located along the west side of the buffer.

6. There shall be a privacy fence with a minimum height of six (6) feet where residential lots are adjacent to the buffer along PIN 0731038661. The privacy fence shall be located along the north side of the buffer.

7. The public right of way for the stub street to the Donnelly Property shall extend to the shared property line with the Donnelly Property (the "Property Line"), but the paved street and curb and

gutter shall terminate approximately 25 feet west of the Property Line. Developer shall pay a fee-in-lieu for the future extension of the stub street in accordance with the UDO.

8. The development shall construct a stub street to PIN 0731038661 in a location determined by developer and coordinated with Town staff during Master Subdivision Plan and Construction Document review.

9. No more than fifty (50) units shall be permitted with one (1) point of access to the public street system. If more than fifty (50) units are developed, the project shall have a minimum of two (2) points of access to the public street system.

10. Subject to Town of Apex and North Carolina Department of Transportation review and approval, Developer shall dedicate public right-of-way for the length of the property's Holland Road frontage, measured 40 feet from the existing centerline of Holland Road, and widen and improve Holland Road for the length of the property's Holland Road frontage based on a 50-foot curb and gutter 3-lane thoroughfare section with an 11-foot turn lane, 11-foot travel lanes, and 6-foot bike lanes, and construct 5-foot sidewalk offset one foot from the right-of-way consistent with the Town of Apex Bicycle and Pedestrian System Plan Map (the "Road Widening"). There are one or more streams on the property and the Road Widening will require approval from the U.S. Army Corps of Engineers and any other applicable governing body (the "Permitting Body") to permit the stream disturbance. If the Permitting Body will not permit the stream disturbance, developer shall pay a fee in lieu for the portion of the Road Widening that cannot be completed including the estimated cost of final design and permitting plus 15% contingency subject to review and approval of an engineer's estimate.

11. A southbound left turn lane shall be provided on Holland Road to serve Camp Branch Lane. In the event the developer is unable to acquire all necessary rights of way and easements for construction of the southbound left turn lane through good faith efforts, and the Town of Apex is unable or unwilling to assist in that acquisition, then the developer shall redesign the road improvements to eliminate the turn lane and pay a fee in lieu in the amount of the estimated cost of acquisition and construction plus 15% contengincy subject to review and approval of an engineer's estimate.

12. The following architectural conditions shall apply to single-family units:

    a. Vinyl siding is not permitted; however, vinyl windows, decorative elements, and trim are permitted.

    b. Garage doors shall have windows, decorative details, or carriage style adornments.

    c. A varied color palette shall be used on all homes to include a minimum of three color families.

    d. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.

    e. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.

    f. The garage shall not protrude more than one (1) foot out from the façade or front porch. Living space above a garage shall not be considered part of the front façade.

13. A minimum of ten percent (10%) of the total units on the property shall be affordable housing units. The affordable units may be for sale or for rent units, at the election of developer prior to issuance of building permits for the affordable units. Final affordable housing unit floor plan selection which includes unit size and bedroom size will be at the discretion of the developer. If the affordable units calculation results in a fraction between 0.50 and 0.99, the affordable units shall be rounded up to the nearest whole number. If the affordable units calculation results in a fraction between 0.01 and 0.49, the affordable units shall be rounded down to the nearest whole number. For sale affordable units (the "For Sale Units") shall be subject to the following terms and conditions:

    - The For Sale Units shall be constructed on-site and sold (includes unit price and lot price) at a mutually agreeable maximum affordable median income ownership initial sales price (the "Initial Sales Price").

    - The For Sale Units shall be occupied by households earning no more than one-hundred twenty (120%) of the Raleigh NC Metropolitan Statistical Area (MSA), Area Median Income (AMI) as most recently published by HUD (the "Income Limit"). For purposes of calculating the Initial Sales Price for the For Sale Units, affordable shall mean a reasonable down payment and monthly housing costs expected during the first calendar year of occupancy, including utilities or utility allowances, mortgage loan principal and interest, mortgage insurance, property taxes, homeowner's insurance, homeowner's association dues, if any, and all other property assessments, dues and fees assessed as a condition of property ownership (the "Housing Costs"). For purposes of the calculation, monthly Housing Costs shall not exceed thirty percent (30%) of the Income Limit divided by twelve (12).

    - A restrictive covenant (i.e. resale deed restriction) with a minimum affordability period of twenty (20) years (the "Affordability Period") shall be recorded in the Wake County Registry against the For Sale Units concurrently at the close of escrow upon the sale of each For Sale Unit.

    - Following the first sale of the For Sale Units to a buyer for use as a residence, Developer shall not be responsible for managing the For Sale Units or performing marketing, applicant screening, and selection related to future sales of the For Sale Units.

    For rent affordable units (the "Rental Units") shall be subject to the following terms and conditions:

    - The Rental Units shall be occupied by low-income households earning no more than eighty percent (80%) of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income, as most recently published by the U.S. Department of Housing and Urban Development (HUD) for a period of thirty (30) years starting from the date of issuance of the first residential Certificate of Occupancy (the "Affordability Period").

    - Prior to issuance of the first Certificate of Occupancy for the Rental Units, a restrictive covenant between the Town and property owner shall be executed and recorded in the Wake County Registry to memorialize the affordable housing terms and conditions.

    - During the Affordability Period, the property owner shall submit annual compliance reports to the Town to verify compliance with the affordable housing terms and conditions.

- Following expiration of the Affordability Period, this affordable housing condition shall expire, and the property owner shall be relieved of all obligations set forth in this affordable housing condition, and the Rental Units may be freely marketed and leased at market rate rents.

14. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.

15. The development shall install at least one pet waste stations per twenty-five (25) residential units residential units in locations that are publicly accessible, such as adjacent to amenity centers, SCMs, sidewalks, greenways, or side paths. If there are fewer than 25 homes, at least one pet waste station shall be installed.

16. The development shall install one (1) sign per Stormwater Control Measure to reduce pet waste and prohibit fertilizer in a location that is publicly accessible, such as adjacent to a sidewalk.

17. At least 75% of the landscaping shall be native species which shall provide diverse and abundant pollinator and bird food sources. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.

18. No single species of native or adaptive vegetation shall constitute more than 20% of the plant material of its type within a single development site.

19. The HOA Declaration of Covenants shall not prohibit clover or native grass mixed species lawns.

20. The HOA Declaration of Covenants shall not require that fallen leaves or dormant plants be removed during the winter on areas without turf grass, including individual homes and HOA owned common areas.

21. A solar PV system of at least 3.5kW shall be installed on at least 10% of single-family homes in the development. Solar installation shall be under construction prior to issuance of 90% of the building permits for the development.

22. Each unit shall have at least one electrical receptacle suitable for electric vehicle charging with minimum voltage of 220V.

Section 5: The "Rezoned Lands" shall be perpetually bound to the conditions imposed including the uses authorized, unless subsequently changed or amended as provided for in the Unified Development Ordinance. Site plans for any development to be made pursuant to this amendment to the Official Zoning District Map shall be submitted for site plan approval as provided for in the Unified Development Ordinance.

Section 6: This Ordinance shall be in full force and effect from and after its adoption.

Motion by Council Member Zegerman

Seconded by Council Member Mahaffey

With 4 Council Member(s) voting "aye."

With 0 Council Member(s) voting "no."

Ordinance Amending the Official Zoning District Map #25CZ19

This the 28th day of May 2026.

TOWN OF APEX

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

Town Attorney

CAMP BRANCH LANE
PIN: 0731-14-0691
7104 CAMP BRANCH LANE
BUCKHORN TOWNSHIP – WAKE COUNTY – NORTH CAROLINA
LEGAL DESCRIPTION

BEGINNING AT A CALCULATED POINT IN THE RIGHT-OF-WAY OF HOLLAND ROAD/S.R. 1187 VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, SAID POINT HAVING NC GRID NAD83(2011) COORDINATES NORTHING: 714,377.13, EASTING: 2,030,799.10; THENCE NORTH 21°13'52" EAST 0.42 FEET TO A CALCULATED POINT; THENCE NORTH 21°13'52" EAST 48.07 FEET TO A CALCULATED POINT; THENCE NORTH 23°55'12" EAST 106.39 FEET TO A CALCULATED POINT; THENCE NORTH 25°05'30" EAST 108.15 FEET TO A CALCULATED POINT; THENCE NORTH 24°30'05" EAST 355.48 FEET TO A CALCULATED POINT; THENCE NORTH 26°34'29" EAST 39.90 FEET TO A CALCULATED POINT IN THE CENTERLINE OF A BRANCH; THENCE RUNNING WITH THE CENTERLINE OF SAID BRANCH SOUTH 84°03'42" EAST 88.06 FEET TO A CALCULATED POINT; THENCE NORTH 88°12'55" EAST 63.26 FEET TO A CALCULATED POINT; THENCE SOUTH 59°58'11" EAST 39.58 FEET TO A CALCULATED POINT; THENCE NORTH 13°24'29" EAST 26.15 FEET TO A CALCULATED POINT; THENCE SOUTH 76°56'24" EAST 47.71 FEET TO A CALCULATED POINT; THENCE SOUTH 60°22'04" EAST 31.61 FEET TO A CALCULATED POINT; THENCE NORTH 69°21'25" EAST 26.28 FEET TO A CALCULATED POINT; THENCE SOUTH 62°29'41" EAST 42.54 FEET TO A CALCULATED POINT; THENCE NORTH 77°41'47" EAST 65.67 FEET TO A CALCULATED POINT; THENCE NORTH 51°14'07" EAST 41.68 FEET TO A CALCULATED POINT; THENCE NORTH 47°17'20" EAST 29.04 FEET TO A CALCULATED POINT; THENCE NORTH 89°09'59" EAST 19.66 FEET TO A CALCULATED POINT; THENCE SOUTH 61°58'42" EAST 33.59 FEET TO A CALCULATED POINT; THENCE SOUTH 64°33'34" EAST 38.33 FEET TO A CALCULATED POINT; THENCE NORTH 83°54'55" EAST 47.35 FEET TO A CALCULATED POINT; THENCE SOUTH 53°34'16" EAST 24.69 FEET TO A CALCULATED POINT; THENCE SOUTH 86°07'58" EAST 29.54 FEET TO A CALCULATED POINT, SAID POINT BEING THE NORTHEASTERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS AS RECORDED IN ESTATE FILE 14-E-986 IN THE WAKE COUNTY REGISTER OF DEEDS; THENCE RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS SOUTH 00°34'58" EAST 266.70 FEET TO AN EXISTING IRON STAKE, SAID IRON STAKE BEING THE NORTHERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY TIMOTHY L. DONNELLY AND CYNTHIA O. DONNELLY AS RECORDED IN DEED BOOK 7858, PAGE 100 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS OFFICE; THENCE LEAVING THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY MYRTLE B. BAKER HEIRS AND RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY TIMOTHY L. DONNELLEY AND CYNTHIA O. DONNELLY SOUTH 00°24'02" WEST 965.06 FEET TO AN EXISTING SECTION OF RAILROAD TRACK, SAID SECTION OF RAILROAD TRACK BEING THE SOUTHEASTERN MOST COMMON CORNER OF LANDS NOW OR FORMERLY OWNED BY BRIAN GREGORY BRILL AND ANTHONY NEAL AS RECORDED IN DEED BOOK 19178, PAGE 2750 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS, AND LANDS NOW OR FORMERLY OWNED BY JAMES R. TRUELOVE AND TINA U. TRUELOVE AS RECORDED IN DEED BOOK 10783, PAGE 947 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS, AND LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AS RECORDED IN DEED BOOK 16245, PAGE 1513 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1992, PAGE 688 IN THE WAKE COUNTY REGISTER OF DEEDS; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY BRIAN GREGORY BRILL AND ANTHONY NEAL AND RUNNING WITH THE COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE NORTH 88°39'44" WEST 649.86 FEET TO A CALCULATED POINT, SAID CALCULATED POINT BEING THE NORTHEASTERN MOST COMMON CORNER OF SAID LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AND LANDS NOW OR FORMERLY OWNED BY AMOS A. JONES AS RECORDED IN DEED BOOK 6883, PAGE 579 AND AS DEPICTED ON A SURVEY RECORDED IN BOOK OF MAPS 1991, PAGE 1133 IN THE WAKE COUNTY REGISTER OF DEEDS OFFICE; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY DAVID C. LEE AND KATELYN E. LEE AND RUNNING WITH THE COMMON LINE OF SAID LANDS NOW OR FORMERLY OWNED BY AMOS A. JONES NORTH 15°47'06" EAST 248.05 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 74°41'08" WEST 425.00 FEET TO A CALCULATED POINT IN THE RIGHT-OF-WAY OF HOLLAND ROAD/S.R. 1187

VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE LEAVING SAID COMMON LINE OF LANDS NOW OR FORMERLY OWNED BY AMOS. A JONES NORTH 15°18'10" EAST 36.11 FEET TO A CALCULATED POINT; THENCE NORTH 17°06'25" EAST 104.11 FEET TO A CALCULATED POINT; THENCE NORTH 20°32'36" EAST 106.98 FEET TO A CALCULATED POINT; THENCE NORTH 21°13'52" EAST 57.58 FEET TO A CALCULATED POINT; WHICH IS THE POINT AND PLACE OF BEGINNING, CONTAINING 966,651 SQUARE FEET OR 22.19 ACRES AND IS THE SAME PARCELS DESCRIBED AS “LOT 1” AND “LOT 2” ON A SURVEY TITLED “CAMP BRANCH LANE ALTA/NSPS LAND TITLE SURVEY” PRODUCED BY THE JOHN R. MCADAMS COMPANY, DATED NOVEMBER 13, 2025.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated August 20, 2026.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on September 8, 2026, approved and accepted the enclosed tax report for the Town of Apex, dated August 20, 2026 for the period of July 1, 2026 through July 31, 2026.

Attachments

- CN7-A1: Tax Report for July 2026

WAKE COUNTY
NORTH CAROLINA

Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

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

September 9, 2026

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 September 8, 2026, approved and accepted the enclosed tax report for the Town of Apex.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

WAKE COUNTY TAX ADMINISTRATION

07/01/2026 - 07/31/2026

Rebate Detail Report

APEX

DATE 08/20/2026 TIME 4:25:48 PM

REBATE NUM	PROPERTY	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
BUSINESS ACCOUNTS											
971256	208.67	0.00	0.00	0.00	208.67	7/7/2026	0006134877	2026	2026	006000	MARLIN LEASING CORPORATION
970586	240.31	0.00	24.03	0.00	264.34	7/6/2026	0006552394	2025	2025	000000	THOMAS PEZDEK DDS PA
970585	369.75	0.00	36.98	0.00	406.73	7/6/2026	0006552394	2024	2024	000000	THOMAS PEZDEK DDS PA
973137	2,594.60	0.00	0.00	0.00	2,594.60	7/23/2026	0006993838	2026	2025	000000	SOLESIS LLC
SUBTOTALS FOR BUSINESS ACCOUNTS	**3,413.33**	**0.00**	**61.01**	**0.00**	**3,474.34**	**3,474.34**		**4 Properties Rebated**			
BUSINESS REAL ESTATE ACCOUNTS											
974529	1,133.93	0.00	0.00	0.00	1,133.93	7/31/2026	0000522722	2026	2026	000000	RALEIGH AREA LAND TRUST INC
973333	111.64	0.00	0.00	0.00	111.64	7/30/2026	0000530643	2026	2026	000000	BISTA, BINOD
973346	236.44	0.00	0.00	0.00	236.44	7/30/2026	0000522680	2026	2026	000000	COBIN LAW GROUP PLLC
973325	1,133.93	0.00	0.00	0.00	1,133.93	7/30/2026	0000522723	2026	2026	000000	CHURCH, ROBERT CLAY
SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS	**2,615.94**	**0.00**	**0.00**	**0.00**	**2,615.94**	**2,615.94**		**4 Properties Rebated**			
INDIVIDUAL PROPERTY ACCOUNTS											
971085	161.57	30.00	0.00	0.00	191.57	7/6/2026	0007084366	2026	2025	000000	MAZGAJ, ROBERT LEONARD
971089	6.66	0.00	0.00	0.00	6.66	7/7/2026	0007064959	2026	2025	000000	CHAPPELL, JAMES ALFRED JR
971782	73.90	30.00	0.00	0.00	103.90	7/20/2026	0007083913	2026	2025	000000	YAO, XIAOZHOU
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS	**242.13**	**60.00**	**0.00**	**0.00**	**302.13**	**302.13**		**3 Properties Rebated**			

INDIVIDUAL REAL ESTATE ACCOUNT

973348	339.45	0.00	0.00	0.00	339.45	7/30/2026	0000522610	2026	2026	000000	REN, YI
973750	114.53	0.00	0.00	0.00	114.53	7/27/2026	0000283713	2024	2024	000000	XIONG, KEVIN
973752	119.92	0.00	0.00	0.00	119.92	7/27/2026	0000283713	2025	2025	000000	XIONG, KEVIN
973942	125.81	0.00	0.00	0.00	125.81	7/28/2026	0000283713	2026	2026	000000	XIONG, KEVIN
974518	60.54	0.00	0.00	0.00	60.54	7/31/2026	0000138212	2026	2026	000000	BLUM, THOMAS E
974525	1,133.93	0.00	0.00	0.00	1,133.93	7/31/2026	0000522726	2026	2026	000000	RALEIGH AREA LAND TRUST INC
974526	1,133.93	0.00	0.00	0.00	1,133.93	7/31/2026	0000522727	2026	2026	000000	RALEIGH AREA LAND TRUST INC
974527	1,178.70	0.00	0.00	0.00	1,178.70	7/31/2026	0000520251	2026	2026	000000	RALEIGH AREA LAND TRUST INC
974528	1,133.93	0.00	0.00	0.00	1,133.93	7/31/2026	0000522619	2026	2026	000000	RALEIGH AREA LAND TRUST INC
973347	339.45	0.00	0.00	0.00	339.45	7/30/2026	0000522615	2026	2026	000000	SANDERS, DAVID MONTGOMERY
973343	126.06	0.00	0.00	0.00	126.06	7/30/2026	0000517503	2026	2026	000000	RAYIDI, SAI HARSHITHA
973332	122.43	0.00	0.00	0.00	122.43	7/30/2026	0000520165	2026	2026	000000	MOUSA, MOHSEN SAAD
970554	510.49	0.00	0.00	0.00	510.49	7/1/2026	0000030757	2026	2026	000000	HOFFMAN, BONNIE BURGESS
970496	246.63	0.00	0.00	0.00	246.63	7/1/2026	0000184264	2026	2026	000000	MAHLER, MARY BETH
970491	1,094.32	0.00	0.00	0.00	1,094.32	7/1/2026	0000202659	2026	2026	000000	HAWLEY, JOANNE B
970479	451.76	0.00	0.00	0.00	451.76	7/1/2026	0000218168	2026	2026	000000	FETZER, MARGARET
970476	484.94	0.00	0.00	0.00	484.94	7/1/2026	0000232512	2026	2026	000000	COSTAIN, ROBERTA A
970470	315.16	0.00	0.00	0.00	315.16	7/1/2026	0000236213	2026	2026	000000	WOJCIK, CONSTANCE B
970465	663.03	0.00	0.00	0.00	663.03	7/1/2026	0000241462	2026	2026	000000	WHITE, ASHLEY W
970454	845.14	0.00	0.00	0.00	845.14	7/1/2026	0000277691	2026	2026	000000	ATKINSON, PETER
970464	1,080.36	0.00	0.00	0.00	1,080.36	7/1/2026	0000247665	2026	2026	000000	PATEL, DIPAKKUMAR J
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS	**11,620.51**	**0.00**	**0.00**	**0.00**	**11,620.51**	**11,620.51**		**21 Properties Rebated**			

WILDLIFE BOAT ACCOUNTS

971440	44.43	0.00	4.44	0.00	48.87	7/8/2026	0004224450	2025	2025	000000	PALMER, KENNETH DALE
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS	**44.43**	**0.00**	**4.44**	**0.00**	**48.87**	**48.87**		**1 Properties Rebated**			
TOTAL REBATED FORAPEX	**17,936.34**	**60.00**	**65.45**	**0.00**	**18,061.79**	**18,061.79**		**33 Properties Rebated for City**			

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Bruce Venable, Planner III

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Apex Town Council pursuant to G.S. 160D-605(a) addressing action on the Unified Development Ordinance (UDO) Amendments of August 25, 2026, proposed by staff.

Approval Recommended?

The Planning Department recommends approval.

Item Details

Attachments

- CN8-A1: Unified Development Ordinance (UDO) Amendments August 2026 - Statement of Town Council

STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF AUGUST 25, 2026

Pursuant to G.S. §160D-601 and Sec. 2.2.11.E of the Unified Development Ordinance, the Planning Director for the Town of Apex, Dianne Khin, caused proper notice to be given (by publication and posting), of a public hearing on UDO Amendments before the Town Council on the 25th day of August 2026.

The Apex Town Council held a public hearing on the 25th day of August 2026. Bruce Venable, Planner III, presented the Planning Board's vote to recommend approval by a vote of 7-0 at the public hearing.

All persons who desired to present information relevant to the UDO were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Town Council on the 25th day of August 2026, by a vote of 5-0 approved the Ordinance for UDO Amendments.

The Apex Town Council finds from information and testimony provided at the public hearing that the approval of the various UDO Amendments of August 25, 2026, are consistent with the *Advance Apex: The 2045 Plan* and reasonable and in the public interest for the following reason(s):

1. The amendments to Secs. 2.3.4.F.2 *Traditional Neighborhood District (TND-CZ)*; 4.2.2 *Use Table*; 4.3.1 *Use Classifications, Residential Uses*; 4.5.6 *Accessory Uses and Structures, Accessory Apartment*; 5.2.2.B.4 *Permitted Encroachments into Required Setbacks*; 5.2.7.E *Encroachments into Setbacks*; and 8.3.4.E *Residential Driveway Standards* promote clarity and consistency in the regulation of residential uses by changing the term "accessory apartment" to "accessory dwelling unit" and removing the use from the Use Table, as it is an accessory and not a principal use. The amendments align the UDO's terminology with common usage and correct the ordinance's classification of the use.

2. The amendments to Sec. 8.7.1.B.7.d *Signs, Permitted Signs: Location, Size, and Number, Temporary Sign Types, Sandwich Board Sign* promote pedestrian safety and accessibility by requiring four (4) feet of unrestricted pedestrian movement instead of three (3) feet around sandwich board signs. The amendments bring the standard into compliance with PROWAG guidelines .

3. The amendments to Sec. 2.2.8.B *Common Review Procedures, Application Submission, Determination of Compliance* promote clarity and consistency in the application review process by clarifying that re-submittals of applications shall occur no more than one (1) year from the date of the latest submittal or re-submittal date, rather than no less than one (1) year. The amendments align the ordinance's text with current practice.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen Coleman, CMC, NCCCC
Town Clerk

_____
Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN COUNCIL COMMITTEE REPORTS

Meeting Date: September 22, 2026

Item Details

Presenter(s): Terry Mahaffey, Mayor Pro-Tempore, Responsible Development Committee Chair
Shane Reese, Responsible Development Committee Member

Department(s): Governing Body

Requested Motion

Receive as information an update on the Responsible Development Committee meeting held on Friday, September 18, 2026.

Approval Recommended?

N/A

Item Details

The Responsible Development Council Committee held its initial meeting on Friday, September 18, 2026. The Committee is chaired by Mayor Pro Tempore Terry Mahaffey, with Councilmember Shane Reese serving as the other Committee member. The Committee's work aligns with the Town's Responsible Development strategic goal and provides an opportunity for focused discussion and review of matters referred by the Town Council.

During the meeting, the Committee reviewed its purpose and operating framework and established a regular meeting schedule for Fiscal Year 2026–2027. Meetings will generally occur every other month on Friday mornings, with upcoming meetings scheduled for November 20, 2026; January 22, 2027; March 19, 2027; and May 21, 2027.

The Committee also discussed electric vehicle charging regulations, including existing Town requirements, public safety considerations, EV-ready infrastructure, and potential approaches for balancing accessibility, safety, and development-related costs. Staff received feedback from the Committee for continued evaluation of potential regulatory changes.

Additionally, Planning staff provided an overview of anticipated Unified Development Ordinance (UDO) amendments resulting from recent changes to State law. Discussion included changes related to vested rights, residential uses in certain commercial zoning districts, building design standards, manufactured housing definitions, off-street parking requirements, stormwater regulations, accessory dwelling units, and development fee transparency. Several amendments are anticipated to proceed through the Planning Board and Town Council later in 2026, with additional changes scheduled for consideration in 2027.

Mayor Pro Tempore Mahaffey will provide the Town Council with a high-level recap of the Committee's discussion, feedback, and next steps.

Attachments

- TR-A1: Responsible Development Agenda Packet – September 18, 2026

AGENDA | SPECIAL MEETING
RESPONSIBLE DEVELOPMENT COMMITTEE

Friday, September 18, 2026 at 8:30 am

Apex Town Hall
3rd Floor Training Room A
73 Hunter Street, Apex, NC

Town Council Committee Members and Senior Executive Leadership

Mayor Pro Tempore Terry Mahaffey, Chair | Councilmember Shane Reese, Committee Member
Town Manager: Randal E. Vosburg
Deputy Town Manager: Shawn Purvis
Assistant Town Managers: Demetria John and Marty Stone
Town Clerk: Allen Coleman | Interim Town Attorney: Brian Meyer

Strategic Goal No. 4: Responsible Development – Encourage equitable and sustainable development that provides accessibility and connectivity throughout the community.

1) **Call to Order, Welcome, and Review of Agenda**
   Mayor Pro Tempore, Terry Mahaffey, Chair

2) **Objective/Charter of the Responsible Development Committee**
   Mayor Pro Tempore, Terry Mahaffey, Chair
   Allen Coleman, Town Clerk

3) **Establish Regular Meeting Schedule – Fridays, Every-Other Month**
   Allen Coleman, Town Clerk

4) **Electric Vehicle Charging Regulations Discussion**
   Timothy Herman, Chief, Apex Fire Department (AFD)
   Amanda Bunce, Assistant Director, Planning Department

5) **Potential UDO Amendments Related to State Law Changes**
   Amanda Bunce, Assistant Director, Planning Department

6) **Closing Remarks and Adjournment**

- Friday, November 20, 2026 – 8:30 a.m.
- Friday, January 22, 2027 – 8:30 a.m.
- Friday, March 19, 2027 – 8:30 a.m.
- Friday, May 21, 2027 – 8:30 a.m.

All meetings will be held at Apex Town Hall located at 73 Hunter Street Apex, North Carolina.

Questions should be directed to the Office of the Town Clerk by email at allen.coleman@apexnc.org or by telephone at 919-249-1260.

Upcoming Unified Development Ordinance (UDO) Amendments

The following is a brief summary of upcoming UDO Amendments Planning staff are preparing in response to recent changes to State law.

Bill	UDO Article	Topic	Effective Date	Anticipated PB and TC Dates
SB 445	Art. 2 Admin.	Vested rights: longer durations, broader scope, no disaster/floodplain override, new emergency tolling	Effective now	PB: 11/9 TC: 12/8
SB 445	Art. 4 Use Regulations	Residential right of use in Commercial zoning districts for redevelopment	Effective now; will apply to Apex after 2030 census	TBD
SB 445	Art. 6 Overlay Districts; and Art. 9 Design Standards	Cap street-level glazing/transparency requirements	Oct. 1, 2026	PB: 11/9 TC: 12/8
SB 445	Art. 12 Definitions	Replace state manufactured/mobile home definitions with federal definition	Oct. 1, 2026	PB: 11/9 TC: 12/8
HB 162	Art. 8 Dev. Standards, Off-Street Parking and Loading	Cap standard for off-street parking space size at 9’ x 20’; eliminate mandatory off-street parking minimums town-wide.	Jan. 1, 2027	PB: 11/9 TC: 12/8 Effective 1-1-27
HB 162	Art. 6 Overlay Districts	No new/retroactive stormwater controls on preexisting built-upon area; net-increase-only sizing; voluntary incentive option	State rule effective now, Town ordinance due July 6, 2027	PB: 11/9 TC: 12/8
SB 445	Art. 4 Use Regulations	Accessory Dwelling Unit min and max sizes, by-right approval, utilities, fees	Statute effective Jan. 15, 2027; Town ordinance due July 1, 2027	PB: June 2027 TC: June 2027 Effective 7-1-27

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A) Motion to reappoint Mr. Darryl Harrien to the Culture and Arts Advisory Board (CAAB) effective July 1, 2026 through June 30, 2028 (1st Full Term).

B) Motion to appoint one individual to serve on the Culture and Arts Advisory Board (CAAB) effective July 1, 2026 through June 30, 2028 (Full Term previously occupied by Sean Durham).

C) Motion to appoint one individual to serve on the Culture and Arts Advisory Board (CAAB) effective September 1, 2026 through June 30, 2027 (Partial term previously occupied by Ranjit Hota).

D) Motion to reappoint Julianna Corsetti as the Voting Youth Representative on the Culture and Arts Advisory Board (CAAB) effective July 1, 2026 through June 30, 2027 (Final Term).

Approval Recommended?

Mayor Jacques K. Gilbert has recommended the following individuals:

- Darryl Harrien (Reappointment)
- Amie Prendes (New Appointment) – Replacing Sean Durham
- Christy Famlare (New Appointment) – Replacing Ranjit Hota
- Juliana Corsetti (Reappointment)

Item Details

A total of fourteen **(14) applications** were received for appointment consideration, and they are (in alphabetical order by last name). Names denoted with an asterisk (*****) are current members seeking reappointment:

- **Broadnax, Jessica** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Chappidi, Sathvika** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Corsetti, Julianna*** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Famlare, Christy** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Harrien, Darryl* –** Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

- **Jain, Nirjara** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Koshti, Ritu** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Linson, Makyia** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Liu, Angela** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Mohammad, Ishak** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Premlata, Vaishnava** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Prendes, Amie** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Schultz, Erin** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Shoyoye, Adesiyan "Shiyan"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

The Culture and Arts Advisory Board (CAAB) for the Town of Apex is responsible for increasing community awareness for various forms of art and building a vital and ever-expanding creative community. The CAAB will gather public input through surveys, focus groups, meetings with civic groups, neighborhood groups, etc., and liaising with Town Departments and other Town Committees related to culture and arts initiatives. CAAB shall be responsible for recommending projects, programs, and potential artist to the Town Council for consideration in the development of certain projects.

The Culture and Arts Advisory Board (CAAB) shall consist of nine (9) voting members, including one (1) youth representative as defined in the Resident Advisory Board Administrative Policy. All members shall be recommended by the Mayor and appointed by the Town Council. Members shall be appointed for two-year (2) terms, except the voting youth representative which shall have a term of one-year. Membership shall be restricted to residents of the town's corporate limits except that no more than two (2) members may be residents of the Town's established Extraterritorial Jurisdiction (ETJ).

Attachments

- TC1-A1: Applicants at A Glance – Culture and Arts Advisory Board (CAAB) w-applications
- TC1-A2: Nomination Summary by Councilmember – Multiple Boards – As of August 25, 2026

CULTURE AND ARTS ADVISORY BOARD

APPLICANTS AT A GLANCE

Requested Action(s):

A. Recommendations are needed to fill two (2) positions on the Culture and Arts Advisory Board (CAAB) both positions serving two-year terms from July 1, 2026 through June 30, 2028. The following candidate is eligible for reappointment:

- Durham, Sean - *has served maximum allowable years of service*
- Harrien, Darryl – *confirmed interest in being reappointed*

B. Recommendations needed to fill one (1) youth non-voting representative on the Culture and Arts Advisory Board (CAAB) serving one-year term expiring June 30, 2027.

- Corsetti, Juliana – *has confirmed interest in being reappointed*

APPLICANTS AT A GLANCE - CURRENT

Position No.	Member(s)	Status	Resident Status	Notes
CAAB-003	Barnes, Aaron	Active Current Member	Corporate Limits	Served maximum 6 years of service
CAAB-008	Corsetti, Juliana	Active Youth Voting Rep.	Corporate Limits	Seeking Reappointment
CAAB-007	Harrien, Darryl	1st Term/Partial	Corporate Limits	Seeking Reappointment

APPLICANTS AT A GLANCE – NEW APPLICANTS

Applicant(s)	Status	Resident Status	Notes
Broadnax, Jessica	NEW	Corporate Limits	Eligible for Appointment
Chappidi, Sathvika	NEW	Corporate Limits	Eligible for Youth Voting Rep.
Famlare, Christy	NEW	Corporate Limits	Eligible for Appointment
Jain, Nirjara	NEW	Corporate Limits	Eligible for Youth Voting Rep
Koshti, Ritu	NEW	Corporate Limits	Eligible for Youth Voting Rep
Linson, Makyia	NEW	Corporate Limits	Eligible for Youth Voting Rep
Liu, Angela	NEW	Corporate Limits	Eligible for Youth Voting Rep
Mohammad, Ishak	NEW	Corporate Limits	Eligible for Appointment
Premlata, Vaishnava	NEW	Corporate Limits	Eligible for Appointment
Prendes, Amie	NEW	Corporate Limits	Eligible for Appointment
Schultz, Erin	NEW	Corporate Limits	Eligible for Appointment
Shoyoye, Adesiyan "Shiyan"	NEW	Corporate Limits	Eligible for Appointment

APPLICATIONS ELIGIBLE FOR RE-APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Corsetti, Juliana	Youth-Voting Rep	Corporate Limits
Harrien, Darryl	1st Term / Partial	Corporate Limits

Entry #: 817 **Status:** Submitted **Submitted:** 5/20/2026 10:59 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Juliana L Corsetti

Pronouns
She/Her/Hers

Preferred First Name
Juliana

Spouse/Partner Name (If applicable)
N/A

Phyiscal Address
329 Briarfield Dr, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email
jcorsetti25@gmail.com

Mobile Phone
(984) 255-3099

Alternate Phone (work/home)
(984) 255-3099

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Serving on the Culture and Arts Advisory Board has and will continue to enhance my growth as a human and my relationship with the Apex community, creating more unified community engagement and interactions. As an active community member serving for Mayor Gilbert with a Think Apex Award Honorable Mention, I will fulfill my promise to serve with authenticity, various perspectives, and to strengthen the heart of our community by remaining responsible, dedicated, mature, and motivated to accomplish projects and other important tasks/objectives.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Working for a residential board in Apex as a youth provides me with the opportunity to speak up for those in the younger generation, bring new experiences and viewpoints to the table that haven't been explored, and dedicate myself to the local community in any way that shapes the town to become the most prosperous and overall successful.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I plan to lead by example and integrity for the citizens of Apex, expand my horizon of ideas for the town, and develop a deeper understanding of new local artworks and pieces.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Recently, I had the opportunity of assisting Mayor Gilbert at the Men's March for 1,000 in Apex as one of his interns. During the event, tasks included setting up, managing the drink cooler, announcing the raffle winners, cleaning up any litter, and closing up. Volunteering at this event helped me and others see the value in celebrating the importance and awareness of mental health. Furthermore, the awareness, attention, and fellowship that has grown during this event has been increasing the number of attendees, ultimately getting more citizens involved and acting as a lead for mental wellness.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Culture and Arts Advisory Board (1 year).

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

Yes, I have attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

N/A

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

Yes

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Juliana Corsetti

Entry #: 789 **Status:** Submitted **Submitted:** 1/25/2026 4:24 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
DARRYL HARRIEN

Pronouns

Preferred First Name
DARRYL

Spouse/Partner Name (If applicable)

Phyiscal Address
300 James St Apt 6A, Apex, North Carolina 27502-2174

Mailing Address
300 James St Apt 6A, Apex, North Carolina 27502-2174

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), PRAB

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Trades School

Current Employer

HARRIEN CONSULTING LLC

Current Job Title

OWNER

Employer Main Work Telephone Number

984-664-2137

Employer Onsite Office Location

NEWHILL, North Carolina 27562

Please briefly describe your job function and core duties,

My mission is to build long-term relationships based on trust, transparency, and service. I measure success not by sales, but by peace of mind—knowing my clients feel confident and protected in their healthcare decisions.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

My interests center on community enrichment, youth recreation, and creating safe, inclusive spaces for families. I have experience supporting community initiatives, assisting seniors with healthcare education, and collaborating with local businesses. My volunteer and civic involvement reflect a strong commitment to improving quality of life through accessible services, community partnerships, and opportunities that encourage physical activity and social connection.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1.Strong Community Advocacy and Engagement

I bring a people-centered approach and a strong commitment to community engagement. Through my professional and volunteer experience, I have worked closely with residents, seniors, families, and small businesses, which allows me to effectively listen to community needs and advocate for inclusive, practical solutions that reflect the diverse voices of Apex.

2.Business, Development, and Financial Awareness

My background includes working with small businesses, understanding financial planning considerations, and exploring community-focused development projects. This experience enables me to contribute thoughtful input on economic growth, land use, and sustainable development while balancing fiscal responsibility and long-term community impact for the Town of Apex.

3.Collaborative Leadership and Long-Term Vision

I value collaboration, transparency, and strategic thinking. I work well with diverse stakeholders and approach decision-making with a long-term perspective that prioritizes quality of life, accessibility, and community well-being. My service on the board would support Apex's continued growth while preserving its strong sense of community.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1.Support Development of a Community Roller Skating Rink

Advocate for planning and development processes that support a safe, well-designed roller skating rink as a recreational asset that promotes youth engagement, family activity, and community connection in alignment with Apex's long-term planning goals.

2.Expand Accessible Youth Programs

Support parks and recreation initiatives that increase accessible, inclusive programming for youth, ensuring equitable opportunities for physical activity, skill-building, and positive social development.

3.Encourage Mission-Aligned Economic Growth

Promote economic development that supports local businesses, creates jobs, and enhances community amenities while aligning with Apex's mission of thoughtful growth, fiscal responsibility, and quality of life.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I am an active member of the Apex Chamber of Commerce and have volunteered at community fundraising events that support local initiatives and town activities. I have also served the community by educating residents about available health services at a local downtown event, helping improve access to important information and resources. In addition, I regularly attend ribbon cuttings to support and promote small businesses, strengthening community relationships and contributing to Apex's local economic vitality.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Black or African American

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

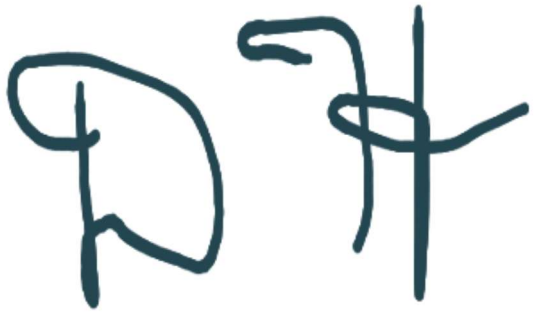
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



APPLICATIONS ELIGIBLE FOR APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Broadnax, Jessica	NEW	Corporate Limits
Chappidi, Sathvika	NEW - Youth	Corporate Limits
Famlare, Christy	NEW	Corporate Limits
Jain, Nirjara	NEW - Youth	Corporate Limits
Koshti, Ritu	NEW - Youth	Corporate Limits
Linson, Makyia	NEW - Youth	Corporate Limits
Liu, Angela	NEW - Youth	Corporate Limits
Mohammad, Ishak	NEW	Corporate Limits
Vaishnava, Premlata	NEW	Corporate Limits
Prendes, Amie	NEW	Corporate Limits
Schultz, Erin	NEW	Corporate Limits
Shoyoye, Adesiyan “Shiyan”	NEW	Corporate Limits

Entry #: 821 **Status:** Submitted **Submitted:** 5/27/2026 10:30 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jessica Broadnax

Pronouns

Preferred First Name

Jessica

Spouse/Partner Name (If applicable)

Phyiscal Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Mailing Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Planning Board (PB), PRAB

How did you hear about this opportunity to serve?

Nextdoor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Meridian

Current Job Title

Scrum Master/Implementation Consultant

Employer Main Work Telephone Number

7704148400

Employer Onsite Office Location

Atlanta, Georgia 30346

Please briefly describe your job function and core duties,

Lead Agile Transformation: Facilitating Daily Stand-ups, Sprint Planning, Retrospectives, and Reviews for cross-functional teams, ensuring smooth execution of Agile methodologies and successful project delivery.
Collaborative Stakeholder Management: Work closely with Product Owner to refine and groom the product backlog, prioritizing tasks based on current development status and business goals, enhancing overall project flow.
Cross-Team Coordination: Act as a bridge between clients and technical teams, effectively translating customer requirements into actionable tasks, and providing ongoing solutions to complex issues and data challenges.
End-to-End ERP Implementation: Map, configure, test, and train users on ERP Accounting/HR systems, ensuring successful system integration and user adoption.
Customer Engagement & Training: Provide on-site customer support (up to 40% travel) during project lifecycle, resolving queries, delivering tailored training, and recommending system enhancements to optimize business operations.
Continuous Process Improvement: Collaborate with end-users to identify opportunities for system improvements, ensuring the development of tools that meet both functional and business needs.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I'm interested in serving on this board because I care about contributing to the continued growth and quality of life in Apex. As our community continues to expand, I believe it's important to have engaged residents who are willing to listen, collaborate, and thoughtfully consider the needs of both current and future residents.

I would bring a professional, organized, and solutions oriented mindset to the board. I value clear communication, fairness, and community engagement, and I'm comfortable working with different perspectives to help reach balanced decisions. I'm especially interested in ensuring that growth, community resources, and long term planning continue to reflect the values that make Apex a strong and welcoming town.

In addition to my professional experience managing projects and working with diverse groups of people, I'm motivated by a genuine desire to give back to the community and become more involved in local government and civic service. I would approach the role with reliability, preparation, and a willingness to learn.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I would bring a collaborative and community focused perspective to the board. I value listening to residents, understanding different viewpoints, and helping find practical solutions that support the long-term success of Apex.

2. My professional experience in project coordination and communication has helped me develop strong organizational, problem solving, and decision making skills. I can contribute thoughtful preparation, attention to detail, and a reliable work ethic when reviewing issues and participating in board discussions.

3. I am genuinely invested in the future of Apex and want to contribute positively to the community's growth and quality of life. I would approach the role with professionalism, openness to learning, and a commitment to serving the best interests of residents and the Town as a whole.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Support thoughtful and balanced growth that preserves the character of Apex while also planning responsibly for future residents, infrastructure, and community needs.

2. Encourage stronger community engagement by helping residents feel informed, heard, and included in local discussions and decision making processes. I believe transparency and communication are important to building trust and participation.

3. Contribute to initiatives that improve overall quality of life in Apex, including maintaining strong public spaces, supporting local businesses, and promoting long term planning that keeps the town welcoming, accessible, and sustainable for all residents.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteer experience has included supporting food pantries in Wake County as well as participating in fundraising and awareness runs for organizations focused on St. Jude Children's Research Hospital and breast cancer awareness initiatives. Through food pantry volunteer work, I had the opportunity to help support individuals and families facing food insecurity by assisting with organization, distribution, and community support efforts.

Participating in charity runs and awareness events allowed me to contribute to causes that promote health, research, and community connection. These experiences strengthened my appreciation for service, teamwork, and community involvement, and they reinforced the importance of supporting programs that improve quality of life for residents both locally and beyond. I believe volunteerism helps create a stronger and more connected community, which is something I value for Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Jessica Broadnax

Entry #: 770 **Status:** Submitted **Submitted:** 9/2/2025 10:10 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Sathvika Chappidi

Pronouns

She/Her/Hers

Preferred First Name

Sathvika

Spouse/Partner Name (If applicable)

N/A

Phyiscal Address

2409 Fillmore Hall Ln, Apex, North Carolina 27523

Mailing Address

2409 Fillmore Hall Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)
Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?
Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education
Youth Representative (Currently in High School)

Current Employer
Youth Rep

Current Job Title
Youth Rep

Employer Main Work Telephone Number
Youth Rep

Employer Onsite Office Location
Youth Rep, North Carolina 27523

Please briefly describe your job function and core duties,
Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

My interest in serving on the boards I had chosen was because I believe that the Town the Apex could benefit from learning and experiencing new cultures, and see the impact that improving the environment will have on the town and the townspeople. I have always had an interest in arts and cultures such as mine and others, along with the history behind it. I have helped volunteered with the Apex Youth Council for Juneteenth two years in a row, and while I was there I noticed that cultural celebrations inspire people to reach out to learn more and ask questions. Along with that there were people from out of town who came to attend the celebration. The environment in the Town of Apex is enjoyed by many people because of its parks downtown area, etc, but I believe that we can boost the state of our environment by having people help with fixing town gardens and teaching them why its beneficial for the town that they know and love to have a great environment.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Three reasons as to why my service on the chosen board could be beneficial to the Town of Apex is that I have been a member of the Apex Youth Council for the past 4 years, which makes me experienced with most town activities and celebrations. I have a lot of experience with holding gatherings and helping out in many different events, whether it be marathons, food drives, holiday events, etc. I truly do enjoy spending my time out helping people in the community, since it allows me to really learn what people think about the town and what their interests are.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My three goals I hope to achieve during my term is to expand people's knowledge on cultures since the Town of Apex is a place where people come from many different backgrounds. I also hope to learn more about the town and its own history, and I hope that during this term I grow to become a better leader

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have volunteered with the Green Level High Schools Athletic Department to help clean roads and help with gardening. I am currently a member of the Apex Youth Council, where I have 90+ hours volunteering in marathons, holiday events, food events, etc. I was also a member of HOSA for a year.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?
Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?
Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?
I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for
7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?
No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?
No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?
Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 825 **Status:** Submitted **Submitted:** 5/28/2026 3:49 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Christy Famolare

Pronouns

She/Her/Hers

Preferred First Name

Christy

Spouse/Partner Name (If applicable)

Phyiscal Address

2401 Balmoor Trace, Apex, North Carolina 27523

Mailing Address

2401 Balmoor Trace, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Parks & Recreation Advisory

How did you hear about this opportunity to serve?

Peak Weekly

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Self employed

Current Job Title

Owner/CEO

Employer Main Work Telephone Number

9198151541

Employer Onsite Office Location

Apex, North Carolina 27523

Please briefly describe your job function and core duties,

I am in the process of creating an Event Venue Space

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I have 15 years experience in municipal parks and recreation focusing on cultural programming and working with immigrants populations and while I'm no longer in the industry I would love to stay involved through participation on an advisory board. I have also lived internationally and speak English and Spanish fluently.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I have created and implemented community assessments in English and Spanish and would be willing to help admin that when departments are planning their long-term strategic plan.
2. I have experience and have spoken nationally on accessibility at the NRPA conference in event planning.
3. I have experience in creating and implementing town-wide cultural program initiatives (as well as a couple of public art programs).

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I would really like to serve on juts one board but am amicable to either (wherever I'm most needed) my goals would be the same
1. Gather and use community-centric assessments to guide advising
2. I would like to ensure programs and initiatives are accessible to all and so would advise with that lens.
3. Connect the community with P&R and/or Culture & Arts in apex (awareness)

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I am currently volunteering for NeighborUp. I understand that the Town and the organization have a continuing partnership

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Wake County Juvenile Crime Prevention Council (JCPC) 2011-2021

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

n/a

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

maybe. it has not opened however I am trying to create an event space for rent

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Christy Famolare

Entry #: 831 **Status:** Submitted **Submitted:** 5/30/2026 12:00 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Nirjara Jain

Pronouns

She/Her/Hers

Preferred First Name

Nirjara

Spouse/Partner Name (If applicable)

Phyiscal Address

1730 Pershore Drive, Apex, North Carolina 27502

Mailing Address

1730 Pershore Drive, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As a student, I have written about my passion in public transportation so much that every teacher I have can individually point it out. Multimodal transportation is an active part of my everyday lifestyle, and I aspire to implement a variety of transportation styles for the community I grew up in. Serving on the Multimodal Transportation Advisory Board would let me learn more about multimodal transportation and municipal policy – and it would let me do something I have genuinely always been interested in: continually improving access to all different kinds of transportation.

Through another perspective, music has been running through my veins for generations. In college, I want to study anthropology and partake in musical ensembles. The Arts and Culture board feels like a natural choice for me; living in arts throughout my life has given me a deep respect and care for the kind of rigor that art takes, and I love immersing myself in and analyzing culture. Serving on this board would allow me to put my artistic experience and cultural passion into practice in a way I've never done before: by giving my knowledge to the Town of Apex to improve our lifestyle.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Being on either the Multimodal Transportation Advisory Board or Arts and Culture Board I would need to be fact-based. I have learned through school leadership that it is important to have any decision-making group understand the opinions of the diverse groups of our community. I have experience with public speaking and information synthesis through activities like Model UN and Speech and Debate. With these experiences, I would be able to use my skills to contribute to keeping the group well-organized, and I would make sure that all of my opinions are fact-based.

Working with arts and culture organizations, as well as being in touch with all sorts of people with different access to transportation, I hear from a diverse range of opinions, allowing me to convey the impressions of a particular action on a wide group of people. This would let the multimodal transportation board or the arts and culture board learn from sentiments they don't always necessarily hear.

I am genuinely passionate about both multimodal transportation and arts and culture, and I have done years of both formal and informal research on both of these subjects. As such, I would be able to serve the town by using my care for and knowledge of these topics, combined in such a way that would lead to me being vocal about causes that would be beneficial to the Town of Apex.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Multimodal Transportation Advisory Board:

Make knowledge of multimodal transportation widespread through effective advertisement in targeted places to reach specific populations (e.g. putting informational flyers about bus routes in Apex in businesses in Downtown Apex or in popular gathering places)

Have pedestrian and biking transportation be safer around Apex schools, especially by having increased walkways and school zone lights around schools like Apex Elementary and Apex Friendship High School.

Organize a well-known walk-to-school/bike-to-school day to encourage greater knowledge of different walking and biking routes for kids to take to school.

Arts & Culture Advisory Board:

Having more town-organized events for multicultural appreciation, allowing for a better sense of community and inclusion with everyone in Apex as well as greater appreciation for arts overall.

Giving more highlight to the student arts in Apex schools, whether that be performing or visual arts, especially through featured performances and advertisement. Apex's arts departments are some of the best in the state, and highlighting these achievements would solidify Apex's position as the cultural and artistic center for many students that it is.

Popularizing historic part of Apex like Downtown by continuing to add historic signs and information throughout the city, and actively advertising that historic significance in new ways. This would let the true long-standing nature of Apex shine through.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Volunteering with the Mental Health Task Force in Apex has led to a greater awareness of mental health in the Town of Apex. As well as this, on May 29th, the first Behavioral Health Community Workshop was hosted, with a variety of organization and ideas contributed from all members in the Mental Health Task Force. Taking part in this task force has led me to think about the intersection of mental health and government, and when I attend meetings, I'm able to vocalize my learnings, which have helped the task force meet our end goals.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Town of Apex Mental Health Task Force

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

N/A

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 815 **Status:** Submitted **Submitted:** 5/20/2026 3:45 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Ritu e Koshti

Pronouns

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

2632 Jordan Pointe Blvd, New Hill, North Carolina 27562

Mailing Address

2632 Jordan Pointe Blvd, New Hill, North Carolina 27562

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB)

How did you hear about this opportunity to serve?

School

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Green Level High School

Current Job Title

Student

Employer Main Work Telephone Number

919-694-8222

Employer Onsite Office Location

Cary, North Carolina 27519

Please briefly describe your job function and core duties,

High school junior at Green Level High School applying for a Youth Rep role.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in serving on the Culture and Arts Advisory Board because I care deeply about how arts and culture shape a community's identity, especially for young people. As a high school student, I see every day how music, visual arts, theater, and cultural events help students feel seen, connected, and proud of who they are. I want to bring that youth perspective into the conversations and decisions that guide our city's cultural priorities.

I'm particularly interested in how the board can make arts more accessible and inclusive—both in terms of whose stories are represented and who feels welcome to participate. As a youth representative, I would listen to my peers, share what matters to them, and help bridge the gap between young people and decision-makers. Serving on this board would allow me to contribute my ideas, learn how public decisions are made, and help ensure that our community's cultural spaces and programs reflect the diversity, creativity, and voices of the next generation.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1.Fresh Youth Perspective on Arts & Culture
As a young person who actively experiences the arts in school and in the community, I can offer insight into what resonates with youth and what types of programs would increase participation among students and families. My perspective can help the board design events, public art, and cultural initiatives that feel relevant, inclusive, and engaging for the next generation.
2.Strong Connection to the Community and Local Schools
Because I am involved in the Apex community through school activities, clubs, and local events, I understand what students are excited about and what opportunities they feel are missing. I can serve as a bridge between the board and local youth by sharing feedback, gathering input, and helping the board stay connected to the needs and interests of younger residents.
3. Commitment to Expanding Access and Representation in the Arts
I care deeply about making arts and cultural experiences accessible to everyone, regardless of background. I would bring a focus on diversity, representation, and inclusion—ensuring that programs reflect the wide range of cultures, identities, and creative interests within Apex. My goal is to help the board create spaces where all residents feel welcome and inspired.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Increase Youth Engagement in Arts & Cultural Programs
My first goal would be to help the Town of Apex create more opportunities for young people to participate in arts and cultural events. This could include gathering feedback from students, promoting events through schools, and suggesting programs that appeal to a wider range of youth interests. By strengthening the connection between the board and local students, I hope to help build a more vibrant, youth-inclusive arts community.
2. Promote Diversity and Cultural Representation in Town Events and Public Art
I would like to support initiatives that highlight the diverse cultures within Apex. This could include recommending multicultural performances, supporting public art that reflects different backgrounds, or encouraging events that celebrate global traditions. My goal is to help ensure that all residents feel seen, valued, and represented in the town's cultural programming.
3. Expand Access to Creative Opportunities for All Residents
I hope to advocate for programs that make arts participation more accessible — whether through free community workshops, youth-friendly events, or partnerships with schools and local organizations. I want to help remove barriers so that more people, especially students, can explore creative activities regardless of experience or resources.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

In the past year, I have been involved in several volunteer activities that have helped me stay connected to the Apex community and contribute in meaningful ways. I have volunteered at local school events, community gatherings, and service projects where I helped with setup, organization, and supporting younger students. Through these experiences, I've learned how important it is to create welcoming, well-run events that bring people together.

My volunteer work has helped the Town of Apex by supporting events that strengthen community engagement and by contributing to a positive environment for families and students. I've also had opportunities to listen to community members and understand what kinds of programs and activities they value. These experiences have given me a deeper appreciation for how arts, culture, and community events shape the identity of Apex, and they motivate me to continue serving in ways that help make our town more vibrant, inclusive, and connected.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

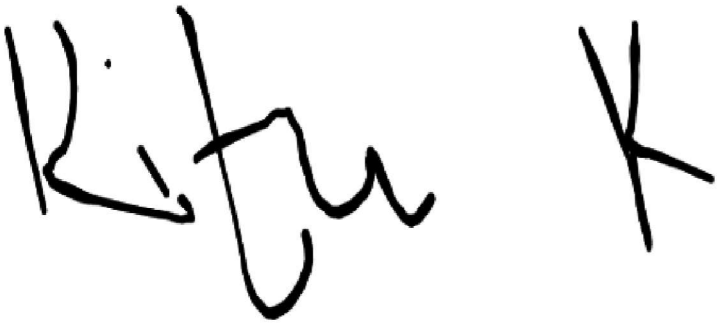
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 781 **Status:** Submitted **Submitted:** 11/18/2025 6:46 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Makyia Linson

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
503 Stonecreek drive, Apex, North Carolina 27539

Mailing Address
SAME, SAME, North Carolina 27539

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27539-5369

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I want to join this board because I really care about making decisions that matter—and honestly, I'm excited to get some real leadership experience along the way. As a student, I think it's crucial for young people to actually have a say in the programs and policies that shape our lives. If I get the chance to serve, I'll bring the student perspective to the table, but I'm also looking forward to learning from people who've been doing this longer than I have.

I've got a few strengths I can offer. My classes have sharpened my communication, critical thinking, and problem-solving skills. Working on group projects and getting involved outside the classroom taught me how to work with all kinds of people, listen to different opinions, and keep an open mind—even when things get tough. I'm organized, I stay motivated, and I make sure to follow through on what I start.

On top of that, I know what it's like to be a student right now. I get the pressure of academic expectations, the juggling act of campus activities, and the challenge of balancing school with everything else. These real-life experiences help me understand what my peers need and what they're worried about, and I want to bring that insight to the board's decisions.

In the end, I want to give back to my community and keep growing as a leader. I'm ready to bring energy, curiosity, and a genuine student point of view to the board. I'd be proud to help support its mission.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

The reason why my service on my chosen boards could be beneficial is so I can offer my perspective as a long-term resident, contribute to better decision-making, and as a student, I can help my other board members thing critically about decisions.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

One of the most important goals that I wish to achieve during my term is to garner awareness of consumer waste and the importance of reusing, reducing, and reusing products we take for granted. Another issue that I wish to execute is the deforestation epidemic that we are currently facing in Apex. I wish to make further use of the land that we still have and produce multiple urban green spaces out of them. My last concern that I would love to fix is the major water quality degradation that is now prevalent in our communities.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most recent volunteer experiences that executed is by reading to the seniors of Apex. By understanding our older class, I can further realize the dynamic between our present and future generations.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on a governmental board, but I have spent a couple years in student body leadership.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

My school work and responsibilities

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 812 **Status:** Submitted **Submitted:** 5/19/2026 12:12 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Angela X Liu

Pronouns

Prefer not to say

Preferred First Name

Angela

Spouse/Partner Name (If applicable)

Phyiscal Address

329 Gartrell Way, Cary, North Carolina 27519

Mailing Address

329 Gartrell Way, Apex, North Carolina 27519

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Recreational and PArk usage Advisory Board

How did you hear about this opportunity to serve?

Teacher

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27519

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am highly interested in serving on the Recreational and Environmental Board to bridge the gap between community use and ecological preservation. My interest is rooted in two distinct perspectives. As an avid cyclist who spends hundreds of hours on our local greenways, I interact daily with a diverse cross-section of residents. This gives me a firsthand, user-level understanding of our infrastructure's safety, accessibility, and maintenance needs. Secondly, my love for environmental science allows me to view these spaces as critical ecological assets. I look forward to helping the board balance public recreation with sustainability, advocating for biodiversity, native landscaping, and smart stormwater management. Ultimately, I offer a unique fusion of practical trail insight and scientific curiosity, making me a dedicated advocate for resilient, accessible green spaces.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Biking Apex’s trails lets me serve as a mobile listening post. The casual conversations I have with families, runners, and commuters give me real-time feedback on what our trail users actually need. Secondly, I bridge the gap between human enjoyment and environmental science. I will help the town design spaces that serve a dual purpose: vibrant parks for residents that simultaneously function as thriving, biodiverse ecosystems. Lastly, I will advocate for our greenways to grow with it. As the apex community increases in population, it is very crucial for us to advocate for further environmental policies that help us conserve ecosystems and recreational parks.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

As an avid insect collector and learning entomologist, I want to advocate for planting native flora and creating pollinator habitats directly along the margins of existing and new greenways. I also want to use my frequent rides to audit and advocate for closing gaps between existing trails and neighborhoods. I hope to increase community-driven environmental science programs that help educate the public on the conservation of our environment.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

At Triangle Chess, I instructed children from all walks of life, diverse backgrounds, and varying learning styles, helping them find common ground over a shared board. From my experience as a coach and assistant coach (with no pay), I was able to increase many of my students' passion for chess and other topics they were interested in. Frequently, my students placed top in their local tournaments and saw massive success in their own learning with my guidance. This experience honed my ability to communicate complex ideas clearly and adapt my approach to meet diverse needs. I understand how to build inclusive environments where people feel valued. On a town board, I will apply this exact mindset to ensure Apex's public parks, greenways, and programs are accessible and welcoming to every resident.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on any governmental board yet, but I am disciplined and motivated internally to pursue what I want. I am confident in my ability to provide creative solutions to hard problems that the Town of Apex might experience environmentally. You will not hesitate or reject my presence in a potential board because I can provide solid solutions and feedback to any problem I'm interested in.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 813 **Status:** Submitted **Submitted:** 5/20/2026 12:53 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ishak Mohammad

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3413 Dropseed Dr, Apex, North Carolina 27502

Mailing Address
3413 Dropseed Dr, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Private Inc

Current Job Title

Software Solutions Architect

Employer Main Work Telephone Number

3108958691

Employer Onsite Office Location

Durham, North Carolina 27703

Please briefly describe your job function and core duties,

As a Software Architect, my primary function is to serve as a trusted advisor, providing clarity in ambiguity by designing effective and fit-for-purpose software solutions while ensuring strong governance. My core duties include:

Problem Analysis: Identifying and understanding the specific challenges faced by clients or users to develop tailored solutions.
Solution Design: Creating architectural designs that align with business objectives and technical requirements.
Collaboration: Working closely with customers and stakeholders to ensure their needs are understood and addressed through effective software solutions.
Technical Leadership: Guiding development teams in implementing best practices and adhering to architectural standards.
Governance Oversight: Establishing and enforcing architectural guidelines and policies to ensure compliance, security, and quality throughout the development process.
Continuous Improvement: Evaluating existing systems and processes to recommend enhancements and ensure optimal performance.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Living in Raleigh, Durham Area since 2015.
Qualifications: MBA from NC university and Computer-science college degree with 20 years of experience.
Profession: Enterprise/Solutions Architect
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

My interest in serving on the Apex advisory board stems from a deep commitment to community development, supported by my MBA and Computer Science degree, along with 20 years of professional experience, particularly as a Software Architect. In this role, I have honed my skills in system design, technical leadership, and collaborative problem-solving.

As the Architecture Chairman and Vice President of my HOA from 2023 to 2026, I gained valuable leadership and collaboration skills, while my role as Vice President of Public Relations for Toastmasters has enhanced my communication abilities.

Additionally, my extensive volunteer work with various non-profits demonstrates my dedication to serving others and understanding community needs. My unique blend of technical expertise, managerial experience, and passion for community engagement positions me well to advocate for initiatives that benefit all residents of Apex.

Through my architectural experience, I can leverage analytical thinking and a structured approach to decision-making, which will be invaluable in addressing community challenges and promoting sustainable development.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Reason 1: Diverse Experience and Insights
My background in Governance and Architecture equips me with valuable insights and perspectives that can inform the board's decision-making process. I can bring a fresh viewpoint on community issues, utilizing best practices from other contexts to enhance initiatives. This diversity in experience can foster innovative solutions and create well-rounded policies that benefit all residents.

Reason 2: Strong Community Connections
Living in Raleigh, Durham area since 2015. I have established relationships with various community groups, local organizations, and residents, which can facilitate collaboration and engagement. By leveraging these connections, I can ensure that the advisory board remains in touch with the needs and interests of the community. This can lead to increased participation in board initiatives and stronger support for decisions made.

Reason 3: Commitment to Community and Effective Advocacy
My dedication to serving the Town of Apex is unwavering, and I am passionate about advocating for the best interests of our residents. I will work diligently to represent community voices and amplify concerns that might otherwise go unheard. My proactive approach can help the board effectively address community needs, fostering a sense of trust and collaboration between residents and local governance.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

To Keep Apex at Its Peak
Goal 1: Enhance Community Engagement
Develop initiatives to increase participation in local governance, such as town hall meetings and online feedback platforms, ensuring diverse voices are heard.

Goal 2: Improve Local Economic Opportunities
Support local economic development by fostering partnerships with small businesses, advocating for job training, and promoting Apex as an attractive destination for new businesses.

Goal 3: Foster Inclusivity and Diversity
Create programs celebrating diversity, organize cultural events, and establish support networks for underrepresented groups, strengthening community ties.

Goal 4: Improve Infrastructure and Transportation
Prioritize enhancements in transportation, advocate for better public transit, and upgrade community facilities to meet residents' needs and promote economic growth.

Goal 5: Support Education and Youth Programs
Strengthen educational opportunities for youth by collaborating with local schools, promoting mentorship programs, and increasing funding for resources, empowering the next generation.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I'm new to Apex but I have rich previous volunteer experience with several non-profits. Some of them are
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Served as HOA Architecture Chairman and Vice President 2023 to 2026. I was responsible for chairing meetings, making decisions and reviewing 200+ Architecture requests and rendering decision. Also, contributed in beautification projects and safety committees.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 828 **Status:** Submitted **Submitted:** 5/29/2026 6:48 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Premlata Vaishnava

Pronouns

She/Her/Hers

Preferred First Name

Pinki

Spouse/Partner Name (If applicable)

Phyiscal Address

1005 Wild Sonnet Ct., Apex, North Carolina 27502

Mailing Address

1005 Wild Sonnet ct, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Community Health and Yoga

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Onelife Fitness

Current Job Title

Yog Instructor

Employer Main Work Telephone Number

(919) 975-5515

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Planning and teaching Yog postures as a Slow Flow motion.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Being an Apex resident I find it important to know about my community's future plans for development, social events, education and healthy life.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1.I am an immigrant with multicultural and multilingual background and my experiences and advocacy can help shape our community.

2. As an academic I can bring ideas to include intercultural aspects in our school curriculum and/or adult community members.

3. As a certified Yog instructor and Yog therapist I can speak about the importance of Yog for our community.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Making our community more safe and welcoming for immigrants
2. Foreign langauge and culture classes
3. Intercultural meetings such a trading groups where cretive minds can share their creative pieces (they don't have to be famous, just be creative).

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have not specifically worked as a volunteer in Apex but I have volunteered at the Eno River festival in Durham where I cooked food for the performers and sold tickets. Such events are a great success because community members like me participate and contribute. I also volunteered for the meal drive.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Premlata Vaishnava

Entry #: 814 **Status:** Submitted **Submitted:** 5/20/2026 2:36 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Amie Prendes

Pronouns

Preferred First Name

Amie

Spouse/Partner Name (If applicable)

Matthew Johnson

Phyiscal Address

105 Kelly Brook Court, Apex, North Carolina 27502

Mailing Address

105 Kelly Brook Court, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Amie's Academy

Current Job Title

Owner/Teacher

Employer Main Work Telephone Number

4026180148

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Own and operate music studio including budgeting, marketing, and scheduling. Select age and skill level appropriate materials for students of all ages studying piano/and or brass instruments, produce yearly recitals.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As a former middle school band director, I have witnessed the transformative power of the arts. I also have a Masters in Arts Leadership and Cultural Management. While earning this degree, I had the opportunity to research the other communities on the global and national level and learn of the efforts being made to create cultural awareness and access to the arts for all. I worked for Opera Omaha, The Omaha Symphony, and Omaha Performing Arts creating and promoting various community events. As manger of donor relations at The Durham Museum in Omaha, NE, I promoted the mission of the museum and engaged with patrons wanting to learn more about the history and culture of Omaha and the surrounding area. Now that I have lived in Apex for three years, I am ready to jump in and give back to the community that has already given so much to me.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. Arts and culture have been at the root of my soul since attending my first musical at the age of seven. 2. I excel at engagement and promotion of arts and culture. 3. I am Apex proud and it would be an honor to see the community grow in artistic and cultural richness.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. City wide art installations 2. A city wide art/cultural project 3. Formation of a city wide band or choir. 4. Greater promotion of The Halle Center

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have not had the opportunity to volunteer in Apex yet. While living in Omaha, NE I started a non profit called Arts ConNEct whose purpose was to connect students and aging members of thee community through musical performances. ArtsConNEct started as a project for graduate school, however it became evident that connecting generations through the arts was a bridge that has not yet been built in thee community. These efforts quickly spread statewide.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Ethnicity

Two or more

Do you rent or own your home?

I rent my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Amie Prendes

Entry #: 823 **Status:** Submitted **Submitted:** 5/27/2026 7:05 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Erin Schultz

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)
Hannah Schultz

Phyiscal Address
1020 Drayman Pl, Apex, North Carolina 27502

Mailing Address
1020 Drayman Pl, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB)

How did you hear about this opportunity to serve?

Facebook

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

WCPSS

Current Job Title

Substitute Teacher

Employer Main Work Telephone Number

919-363-2865

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

As a substitute teacher I have to be prepared to step into any classroom and provide education based on plans left by the teacher. I am also responsible for student safety and behavior management.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I believe that the arts are vital to a thriving community. I have been the cultural arts chair at Salem Elementary School for the past 4 years and have focused on bringing a variety of artistic experiences to the students. We work with the United Arts Council to find artists that represent the diversity present in our school community.
I also have experience working professional theatre and love being behind the scenes producing a show. I especially love fostering a love of music and theatre for youth.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I have a love for the arts, particularly when art represents community. I am a strong leader, with 2 years of experience as PTA president. I am familiar with the government and programs through Peak Academy and working with Ellison in the volunteer office.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I would love to see a community theatre program that would include people of all ages, including youth and seniors.
I would like to work on bringing diverse artists and performances to Apex, especially those representing marginalized communities.
I would like to work on promotion and visibility for local Apex artists, especially at town events.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have been a volunteer with the PTA at Salem Elementary School for 5 years. The past 4 years I have been the cultural arts chair and book fair chair. The past 2 years I have also been the PTA president. Through the PTA, I worked with Ellison in the ToA volunteer office to create and implement a Senior Reading buddy program which pairs senior volunteers with students at Salem to read together. The program has been a huge success for our seniors, students, and teachers. Our senior volunteers have helped many students gain confidence in reading.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

None

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

No, I have not read the current scope of responsibilities assigned to my preferred board

Are you a Peak Academy Graduate?

Yes

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

2023

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my townhome

My age range is (please select one):

46 to 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Erin Schultz

Entry #: 776 **Status:** Reviewed **Submitted:** 9/5/2025 1:11 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Adesiyan Shoyoye

Pronouns

She/Her/Hers

Preferred First Name

Shiyan

Spouse/Partner Name (If applicable)

Michael Monsees

Phyiscal Address

586 Village Loop Drive, Apex, North Carolina 27502

Mailing Address

586 Village Loop Drive, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Aetna, a CVS Health Company

Current Job Title

Program Manager, Medical Affairs

Employer Main Work Telephone Number

(919) 337-1800

Employer Onsite Office Location

Cary, North Carolina 27513

Please briefly describe your job function and core duties,

- Utilize agile-based methodologies to implement various Medical Affairs projects, increasing delivery speed and efficiency in programs with budgets of more than $1,000,000.
- Lead the Aetna Medicaid Population Health Management Program, ensuring comprehensive implementation and adherence to NCQA and AHRQ quality standards.
- Develop the Enterprise Maternity Pilot Program, including managing budget, planning, and execution in collaboration with premier universities.
- Create and maintain Aetna Medical Affairs' first centralized Full-Time Equivalent (FTE) QuickBase, streamlining tracking, department budgeting, and organization of department staff saving the enterprise $500,000+ a year through Labor Cost Savings through Process Automation
- Key accomplishment: Successfully launched the Enterprise Maternity Pilot Program in collaboration with premiere universities, resulting in a 20% improvement in patient engagement and a 15% reduction in program costs by leveraging innovative data-driven strategies and optimizing resource allocation.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am deeply motivated to serve on this board because community is more important than ever in a time when divisiveness is at an all-time high. I believe that by engaging our residents through meaningful programs, we can highlight what we share in common and strengthen our connections. As a Nigerian-American, cultural competency is a core value in my life, and I bring that perspective to ensure inclusivity and accessibility for all.

Professionally, I am a Program Manager with a proven record of process improvement, stakeholder engagement, and building collaborative programs. These skills directly translate to board service, where thoughtful planning, organization, and inclusivity are essential. Beyond my career, Apex has become a town I love and want to permanently call home. My drive to excel and my desire to raise a family here inspire me to contribute to building community programs and youth opportunities that enrich the lives of all residents.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Arts & Cultural Board:
1. I bring strong cultural competency and firsthand experience as a Nigerian-American, which will help ensure Apex's cultural programming reflects and celebrates our town's diversity.
2. My professional background in project management equips me to support efficient planning and delivery of cultural initiatives.
3. I am committed to youth enrichment, which can be expanded through cultural programming that connects young people to the arts and to one another.

Parks & Recreation:
1. Apex's parks are a defining feature of the town, and I want to help maintain and expand them to match our community's growth.
2. My project management expertise can support long-term planning and process improvement for programs and facilities.
3. I bring a commitment to accessibility, ensuring that recreational opportunities remain available and welcoming to all children and families.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

If appointed to my preferred board, I hope to:
1. Meet more members of the Apex community and build rapport across diverse groups.
2. Gain knowledge of what it takes to properly participate in a town board and apply my project management background to strengthen Apex's initiatives.
3. Contribute to the continued growth and beautification of Apex, ensuring that programs remain enriching, accessible, and reflective of community needs.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My most recent volunteer work was with the Interfaith Food Shuttle, where I helped till the land alongside a diverse group of volunteers. This experience reinforced for me the value of building community through service and reminded me of how much can be achieved when people from different walks of life come together. I would love to see more programs like this in Apex, where residents can connect while serving a shared purpose.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

While I have not yet served on a governmental board, I view this as a tremendous opportunity to contribute my skills and passion to my community. I am eager to learn and grow through service to Apex and believe my professional background and lived experiences position me to make a meaningful impact.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
CAAB	Broadnax	Jessica	New	CL	BOA, EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Famolare	Christy	New	CL	PRAB	**JKG**	**TM**	AZ	**EG**	**SR**	SM	**3**
CAAB	Harrien	Darryl	Reappoint	CL	PRAB	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Mohammad	Ishak	New	CL	BOA, EAB, MTAB, PB	JKG	TM	AZ	EG	SR	**SM**	**1**
CAAB	Premlata	Vaishnava	New	CL	BOA, EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Prendes	Amie	New	CL	N/A	**JKG**	TM	**AZ**	EG	SR	SM	**1**
CAAB	Schultz	Erin	New	CL	N/A	JKG	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Shoyoye	Adesiyan "Shiyan"	New	CL	PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Chappidi	Sathvika	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Corsetti	Julianna	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
CAAB-Youth	Jain	Nirjara	New	CL	MTAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Koshti	Ritu	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**1**
CAAB-Youth	Linson	Makyia	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Liu	Angela	New	CL	EAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Andrady	Alana	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Green	Alexis	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Linson	Makyia	New	CL	CAAB	JKG	TM	AZ	**EG**	SR	SM	**1**
EAB-Youth	Liu	Angela	New	CL	CAAB, PRAB	**JKG**	**TM**	AZ	EG	**SR**	**SM**	**3**
EAB-Youth	Pancras	Arni	New	CL	MTAB, PB, PRAB	JKG	TM	**AZ**	EG	SR	SM	**1**
EAB-Youth	Singareddy	Vishwacq	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Strobl	Graham	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Bacola	Robert	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Gerhard	William "Billy"	**Other**	CL	BOA, EAB, PB	JKG	**TM**	**AZ**	EG	SR	SM	**2**
MTAB	Gregus	Louis	New	CL	BOA, PB	**JKG**	TM	AZ	**EG**	SR	SM	**1**
MTAB	Jain	Nijara	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Lawrence	Kevin	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Meadows	John	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Poythress	Michael	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Pritchard	Ewan	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Rodgers	Martha	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Saket	Jain	**Other**	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Shealey	Christopher	New	CL	PB	JKG	TM	AZ	EG	**SR**	**SM**	**2**
MTAB	Waldorf	William	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Bang	Elizabeth	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Kadari	Samiksha	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
MTAB-Youth	Pancras	Arni	New	CL	EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Tadishetti	Ritika	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**

08/24/2026
Prepared by Town Clerk Allen Coleman

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
PRAB	Baber	Robert	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Broadnax	Jessica	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Croom	Jeremy	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Famolare	Christy	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB	McQuaig	Jessica	New	CL	EAB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Shoyoye	Adesiayn "Shiyan"	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Herbst	James "Jim"	New	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB-Senior	McClellan	Beverly	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Staiano	Adriana	New	CL	BOA, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB-Youth	Liu	Angela	New	CL	CAAB, EAB	JKG	TM	**AZ**	EG	SR	SM	**0**
PRAB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PB	**JKG**	**TM**	AZ	**EG**	**SR**	**SM**	**4**
PRAB-Youth	Rao	Adhvick	Reappoint	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Bang	Elizabeth	New	CL	EAB, MTAB	JKG	**TM**	AZ	EG	SR	SM	**1**
PB-Youth	Cook	Kaleb	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Dickerson	Maxwell "Max"	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**0**
PB-Youth	Jesperson	Nathan	New	CL	N/A	**JKG**	TM	**AZ**	**EG**	**SR**	**SM**	**4**
PB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Tadishetti	Ritika	New	CL	EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**

LEGEND	
	Nominations
Other	Currently Appointed to Another Board / Serving

08/24/2026
Prepared by Town Clerk Allen Coleman

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to appoint a Voting Youth Representative to the Environmental Advisory Board (EAB) effective July 1, 2026 through June 30, 2027.

Approval Recommended?

Mayor Jacques K. Gilbert has recommended the following individual:

- Angela Liu – Youth Representative

Item Details

Mr. Mark Schwegel, Mr. Changling Hu, and Ms. Sandra Villasenor all submitted resignations over the last 60-days as they were either relocating outside of the corporate limits or unable to commit the time needed to be an active and engaged member. In addition, the current youth representative, Ms. Dhavani Joshi's term expires on June 30, 2026 and she is not seeking reappointment.

A total of **eighteen (18) applications** were received for appointment consideration, and they are (in alphabetical order by last name):

- **Andrady, Alana** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Broadnax, Jessica** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Gerhard, William "Billy"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Green, Alexis** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Landoll, Courtney** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Linson, Makyia** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Liu, Angela** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **McQuaig, Jessica** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Mohammad, Ishak** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

- **Nallavolu, Ramesh** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Pancras, Arni** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Pierson, Kimberly** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Pryar, Jack** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Rabino, Adrien** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Singaereddy, Vishwacq** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Strobl, Graham** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Vaishnava, Prelata** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Zhang, Tianduo** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

The Governing Body for the Town of Apex considered a number of structural changes to the Town's Resident Advisory Board during their Work Session on December 17, 2024. As a result, the Town's Environmental Advisory Board (EAB) scope of responsibilities was expanded to include the Tree Citizen Advisory Panel (CAP) and Bee City Committee's functions.

The Environmental Advisory Board (EAB) is responsible for assisting the Town Council in strengthening environmentally responsible practices that protect, promote, and nurture our community and the natural world through advice and program support.

The Environmental Advisory Board (EAB) consist of eleven (11) voting members, including one youth representative as defined in the Resident Advisory Board Administrative Policy.

<u>Attachments</u>

- TC2-A1: Applicants At A Glance – Environmental Advisory Board (EAB) w-applications
- TC2-A2: Nomination Summary by Councilmember – Multiple Boards – As of August 25, 2026

ENVIRONMENTAL ADVISORY BOARD

APPLICANTS AT A GLANCE

Requested Action(s):

A. Recommendations needed on the Environmental Advisory Board (EAB) to fill three (3) partial terms expiring December 31, 2026. These positions were formerly occupied by:
   - Hu, Changling - *submitted resignation letter*
   - Schwegel, Mark – *submitted resignation letter*
   - Villasenor, Sandra – *submitted resignation letter*

B. Recommendations needed to fill one (1) youth voting representative on the Environmental Advisory Board (EAB) serving a one-year term expiring June 30, 2027.
   - Dhavani, Joshi – *not seeking reappointment*

APPLICANTS AT A GLANCE - CURRENT

Position No.	Applicant(s)	Status	Resident Status	Notes
EAB-002	Vacant	Member Resigned – Partial Term	Corporate Limits	Changling Hu resigned May 12, 2026
EAB-010	Vacant	Member Resigned – Partial Term	Corporate Limits	Mark Schwegel resigned May 22, 2026
EAB-003	Vacant	Member Resigned – Partial Term	Corporate Limits	Sandra Villasenor resigned May 12, 2026
EAB-011	Dhavani, Joshi	Current Active Youth-Voting Rep.	Corporate Limits	Not Seeking reappointment

APPLICANTS AT A GLANCE – NEW APPLICANTS

Applicant(s)	Status	Resident Status	Notes
Andrady, Alana	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
Broadnax, Jessica	NEW	Corporate Limits	Eligible for Appointment
Gerhard, William "Billy"	NEW	Corporate Limits	Eligible for Appointment
Green, Alexis	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
Landoll, Courtney	NEW	Corporate Limits	Eligible for Appointment
Linson, Makyia	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
Liu, Angela X	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
McQuaig, Jessica	NEW	Corporate Limits	Eligible for Appointment
Mohammad, Ishak	NEW	Corporate Limits	Eligible for Appointment
Nallavolu, Ramesh	NEW	Corporate Limits	Eligible for Appointment
Pancras, Arni	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
Pierson, Kimberly	NEW	Corporate Limits	Eligible for Appointment
Pryar, Jack	NEW	Corporate Limits	Eligible for Appointment
Rabino, Adrien	NEW	Corporate Limits	Eligible for Appointment
Singareddy, Vishwacq	NEW	Corporate Limits	Eligible for Youth-Voting Rep.

Strobl, Graham	NEW	Corporate Limits	Eligible for Youth-Voting Rep.
Vaishnava, Prelata	NEW	Corporate Limits	Eligible for Appointment
Zhang, Tianduo	NEW	Corporate Limits	Eligible for Appointment

APPLICATIONS ELIGIBLE FOR APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Andrady, Alana	NEW - Youth	Corporate Limits
Broadnax, Jessica	NEW	Corporate Limits
Gerhard, William "Billy"	NEW	Corporate Limits
Green, Alexis	NEW – Youth	Corporate Limits
Landoll, Courtney	NEW	Corporate Limits
Linson, Makyia	NEW - Youth	Corporate Limits
Liu, Angela X	NEW - Youth	Corporate Limits
McQuaig, Jessica	NEW	Corporate Limits
Mohammad, Ishak	NEW	Corporate Limits
Nallavolu, Ramesh	NEW	Corporate Limits
Pancras, Arni	NEW – Youth	Corporate Limits
Pierson, Kimberly	NEW	Corporate Limits
Pryar, Jack	NEW	Corporate Limits
Rabino, Adrien	NEW	Corporate Limits
Singareddy, Vishwacq	NEW - Youth	Corporate Limits
Strobl, Graham	NEW - Youth	Corporate Limits
Vaishnava, Prelata	NEW	Corporate Limits
Zhang, Tianduo	NEW	Corporate Limits

Entry #: 833 **Status:** Submitted **Submitted:** 5/31/2026 11:29 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Alana Andrady

Pronouns

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
1824 Grande Chateau Ln, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Having lived in Apex for more than a decade now, I've watched our town change throughout the years. Even as our town grows, I want to preserve what makes this area truly special to me - the natural environment. I have watched huge sections of trees get cut down for new neighborhoods and seen grassy meadows that were havens for pollinators get covered by large townhouses. But I've also witnessed the way people can come together to save an incredibly old tree that's seen Apex grow since the very beginning. It's these kinds of experiences that inspire me to join the government board as a youth representative. I want to be able to help make big projects more sustainable and safer for the native flora and fauna. Also, since I'm very involved in my school community, I would love to be able to help connect students to Apex and the environment, because I've seen what can happen when we all come together to support our environment. I'm eager to use my creativity and problem-solving skills to improve the natural environment. It would be such an honor to make a positive impact on the trees, parks, and green spaces that always make Apex feel like home to me.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

One reason why my service would be beneficial is that my age can not only provide the board with a different perspective on the issues that it is presented with, but can also connect it with a whole new demographic that is typically a little more difficult to reach. I'm involved in several clubs at my school, and have leadership positions in many of them, which will make it easy for me to reach out and educate groups of kids on the importance of the environment and the ways that they can get involved. Secondly, my service will be beneficial to the environmental advisory board because I have lived in Apex for almost my whole life. This means I know exactly how Apex has changed over the years, giving me a unique perspective on what green spaces and environments have been lost. It also allows me to have a more long-term vision for Apex. I'm ready to make decisions based on my knowledge of both how the town has grown over the years and the path it needs to take in the future. Finally, my service will be beneficial because I already know how to look at and explain complex problems, especially through a scientific lens. I've won multiple awards at Speech and Debate and state level awards at competitions like DECA (large business competition). I am also a leader in the Women in Science and Engineering club. All of these experiences come together to give me the skills to analyze complex issues regarding the environment and make the right decision.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

One of my top initiatives for this term is to increase awareness about Apex's environment among our youth, and to spread the word about ways that the younger generation can get involved. Specifically, I'd like to connect either a club that I create or existing clubs at my school, such as Key Club (a club dedicated to volunteering), to the Environmental Advisory Board by sharing ways for kids to volunteer and contribute to keeping Apex clean and beautiful. I believe that the more the younger generation is educated about the environment and the more they are able to participate in keeping the environment clean and healthy, the more likely they are to become good stewards of the environment later on. Another one of my top initiatives is to make sure that Apex's rapid development is balanced out with the improvement of existing green spaces, such as planting more native plants and increasing support of little-known environmental problems. For example, one important but overlooked issue is the knowledge and support of building sustainable habitats for native pollinators. While the new building projects in Apex are essential, I think we should also be making sure that Apex remains as healthy and green as ever, since that is part of the main charm of our town! The final goal I want to achieve during my term is to advocate for strict environmental criteria when it comes to new projects, such as the data centers potentially coming to Apex. As I have read in Mr. Terry Mahaffey's updates, the decision on data centers has been pushed off, and one of the key reasons is environmental issues such as water usage and pollution. I hope to push for strict guidelines so that if data centers do end up in Apex, they will not poison the environment, allowing our town to retain its green spaces.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Although I applied for the Apex Youth Council, due to the overwhelming number of applicants in the lottery-based system, I unfortunately wasn't chosen to become a member. This led me to find new, more creative ways to get involved in the community. I do a lot of volunteering in my school, such as mentoring younger members in my Speech and Debate club. This has taught me skills such as communication and ways to make difficult topics easy to understand. These will be invaluable in connecting Apex's youth to issues in the environment. I also serve on my school's WISE council board, and was just reelected to my second year. In this role, I help plan and lead meetings, educating about 100 young women in my school about different aspects of science. My connection to WISE and my experience as a student leader will be very helpful on the environmental advisory board.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Alana Andrady

Entry #: 821 **Status:** Submitted **Submitted:** 5/27/2026 10:30 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jessica Broadnax

Pronouns

Preferred First Name

Jessica

Spouse/Partner Name (If applicable)

Phyiscal Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Mailing Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Planning Board (PB), PRAB

How did you hear about this opportunity to serve?

Nextdoor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Meridian

Current Job Title

Scrum Master/Implementation Consultant

Employer Main Work Telephone Number

7704148400

Employer Onsite Office Location

Atlanta, Georgia 30346

Please briefly describe your job function and core duties,

Lead Agile Transformation: Facilitating Daily Stand-ups, Sprint Planning, Retrospectives, and Reviews for cross-functional teams, ensuring smooth execution of Agile methodologies and successful project delivery.
Collaborative Stakeholder Management: Work closely with Product Owner to refine and groom the product backlog, prioritizing tasks based on current development status and business goals, enhancing overall project flow.
Cross-Team Coordination: Act as a bridge between clients and technical teams, effectively translating customer requirements into actionable tasks, and providing ongoing solutions to complex issues and data challenges.
End-to-End ERP Implementation: Map, configure, test, and train users on ERP Accounting/HR systems, ensuring successful system integration and user adoption.
Customer Engagement & Training: Provide on-site customer support (up to 40% travel) during project lifecycle, resolving queries, delivering tailored training, and recommending system enhancements to optimize business operations.
Continuous Process Improvement: Collaborate with end-users to identify opportunities for system improvements, ensuring the development of tools that meet both functional and business needs.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I'm interested in serving on this board because I care about contributing to the continued growth and quality of life in Apex. As our community continues to expand, I believe it's important to have engaged residents who are willing to listen, collaborate, and thoughtfully consider the needs of both current and future residents.

I would bring a professional, organized, and solutions oriented mindset to the board. I value clear communication, fairness, and community engagement, and I'm comfortable working with different perspectives to help reach balanced decisions. I'm especially interested in ensuring that growth, community resources, and long term planning continue to reflect the values that make Apex a strong and welcoming town.

In addition to my professional experience managing projects and working with diverse groups of people, I'm motivated by a genuine desire to give back to the community and become more involved in local government and civic service. I would approach the role with reliability, preparation, and a willingness to learn.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I would bring a collaborative and community focused perspective to the board. I value listening to residents, understanding different viewpoints, and helping find practical solutions that support the long-term success of Apex.

2. My professional experience in project coordination and communication has helped me develop strong organizational, problem solving, and decision making skills. I can contribute thoughtful preparation, attention to detail, and a reliable work ethic when reviewing issues and participating in board discussions.

3. I am genuinely invested in the future of Apex and want to contribute positively to the community's growth and quality of life. I would approach the role with professionalism, openness to learning, and a commitment to serving the best interests of residents and the Town as a whole.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Support thoughtful and balanced growth that preserves the character of Apex while also planning responsibly for future residents, infrastructure, and community needs.

2. Encourage stronger community engagement by helping residents feel informed, heard, and included in local discussions and decision making processes. I believe transparency and communication are important to building trust and participation.

3. Contribute to initiatives that improve overall quality of life in Apex, including maintaining strong public spaces, supporting local businesses, and promoting long term planning that keeps the town welcoming, accessible, and sustainable for all residents.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteer experience has included supporting food pantries in Wake County as well as participating in fundraising and awareness runs for organizations focused on St. Jude Children's Research Hospital and breast cancer awareness initiatives. Through food pantry volunteer work, I had the opportunity to help support individuals and families facing food insecurity by assisting with organization, distribution, and community support efforts.

Participating in charity runs and awareness events allowed me to contribute to causes that promote health, research, and community connection. These experiences strengthened my appreciation for service, teamwork, and community involvement, and they reinforced the importance of supporting programs that improve quality of life for residents both locally and beyond. I believe volunteerism helps create a stronger and more connected community, which is something I value for Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Jessica Broadnax

Entry #: 780 **Status:** Submitted **Submitted:** 10/27/2025 10:07 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name
William Gerhard

Pronouns
He/Him/His

Preferred First Name
Billy

Spouse/Partner Name (If applicable)
Alexa Waters

Phyiscal Address
2076 Toad Hollow Trl, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Three Ships

Current Job Title

Chief Technology Officer

Employer Main Work Telephone Number

7043157960

Employer Onsite Office Location

Raleigh, North Carolina 27605

Please briefly describe your job function and core duties,

As Chief Technology Officer at Three Ships, I lead the company's technology, data, and analytics strategy across a portfolio of digital marketing and consumer services businesses. My core duties include overseeing software development, data infrastructure, and AI initiatives that improve efficiency and decision-making. I work closely with business and operations leaders to design and implement technology solutions that drive growth, transparency, and better customer experiences.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Apex has been an incredible place for my family, and I'm eager to give back by contributing to the town's continued growth and success. I've built my career at the intersection of technology, data science, and organizational leadership, and I believe those skills can add real value to the board's work.

As the Chief Technology Officer of a North Carolina–based company, I lead cross-functional teams that design and implement data systems used to make complex decisions more transparent and efficient. My work often involves translating technical insights into practical, people-centered policies -- an approach I believe mirrors the kind of thoughtful governance that helps a town like Apex thrive.

I'm particularly passionate about using data and technology to improve service delivery, enhance transparency, and support long-term planning grounded in evidence rather than opinion. I see public service as an opportunity to apply that same analytical rigor and collaborative spirit in a way that benefits the community I call home.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Data-Driven Decision Making:
I bring extensive experience using analytics and technology to inform strategic decisions. I can help the Town use data more effectively to evaluate policies, optimize resource allocation, and measure outcomes—ensuring decisions are transparent, evidence-based, and grounded in long-term impact.

Technical and Operational Expertise:
As a Chief Technology Officer leading interdisciplinary teams across software, data science, and process design, I have firsthand experience managing complex systems and translating technical insights into practical action. I can contribute to modernizing how the Town approaches digital transformation, cybersecurity, and citizen services.

Collaborative and Community-Oriented Leadership:
My professional success has depended on building cross-functional alignment among people with diverse perspectives. I value respectful debate, clear communication, and finding common ground—skills that are essential for effective public service. My goal is to apply that same collaborative mindset to help Apex grow in a way that balances innovation with preserving the character that makes it special.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Use Data to Strengthen Decision-Making and Transparency:
I would like to help the Town of Apex make more informed decisions by using data and technology to track performance, measure impact, and communicate outcomes clearly to residents. By establishing simple, transparent dashboards or periodic reporting frameworks, we can ensure that policy and resource decisions are grounded in evidence and understood by the community.

Promote Smart, Sustainable Growth:
Apex is growing rapidly, and I want to support initiatives that balance development with livability -- focusing on traffic management, infrastructure planning, and maintaining the town's unique character. My goal would be to help apply analytical tools and scenario modeling to anticipate long-term needs and ensure our growth remains responsible and financially sound.

Advance Digital Efficiency and Citizen Engagement:
I would like to help modernize how the Town communicates and delivers services -- making it easier for residents to access information, provide feedback, and engage with local government. Drawing from my background in building digital systems and automation tools, I'd focus on practical ways to streamline internal workflows and improve the resident experience.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

While I haven't recently volunteered within the Town of Apex, I've long believed in the importance of community-driven service. During my undergraduate studies, I volunteered for hundreds of hours to establish the first water quality monitoring program in the Galápagos Islands. That initiative -- still active more than a decade later -- provides ongoing testing to ensure clean drinking water for both residents and visitors. The experience taught me how data, collaboration, and local partnerships can create sustainable, real-world impact, and it continues to shape how I think about community problem-solving and long-term stewardship here in Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

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Please signing below

Entry #: 829 **Status:** Submitted **Submitted:** 5/29/2026 9:56 PM

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Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Alexis E Green

Pronouns

Prefer not to say

Preferred First Name

Alexis

Spouse/Partner Name (If applicable)

Phyiscal Address

2717 Hilltop Farms Rd, Apex, North Carolina 27502

Mailing Address

2717 Hilltop Farms Rd, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Facebook

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

N/A

Current Job Title

Student

Employer Main Work Telephone Number

N/A

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

N/A

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

This year as a sophomore I took AP environmental science. I found myself wanting to do more for my community, especially because I live in the ETJ and found that a lot of development has negatively affected the tree canopy causing the ripple effect. This isn't just textbook but I see it happening in my community and am living through the consequences of the ratifications of these action.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

-I have hands on real life experience with the hidden costs of mass development
-I bring a youthful, and pragmatic approach to issues affecting Apex residents and the wildlife it affects
-I represent an ETJ view on the policies that the Town of Apex imposes

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

- Creating practical ways for Apex residents who have large land lots to be incentivized to protect their land and the tree canopy as a whole
-Engage all citizens, specifically Apex's youth and young voters to listen in and be the change they want to see in our community
-Continue to listen, learn, and grow as a community. Simultaneously, seek sustainable ways to protect our environment while still achieving our goals.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have started volunteering at NeighborUp and have done outreach through my school for food insecurity, unfortunately I have been recovering from a surgery, however this does not stop my future plans to continue serving the greater Apex region in 2026 and beyond.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

No

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Two or more

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

AlexiseGreen

Entry #: 819 **Status:** Submitted **Submitted:** 5/21/2026 2:38 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Courtney H Landoll

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)
Chris Landoll

Phyiscal Address
104 Lanewood Way, Apex, North Carolina 27502

Mailing Address
104 Lanewood Way, Apex, North Carolina 27601

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

WithersRavenel

Current Job Title

Practice Area Lead - Design+Planning

Employer Main Work Telephone Number

919-535-5200

Employer Onsite Office Location

Raleigh, North Carolina 27601

Please briefly describe your job function and core duties,

I manage a team of 33 Planners, Landscape Architects, and Civil Engineers who focus on the planning, design, and permitting of development projects within the State of North Carolina.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am a landscape architect with 24 years of experience designing and permitting projects across the country. While I currently work in the land development industry, I spent nearly 12 years working as a landscape architect embedded within an environmental consulting company in the Seattle, Washington area. In that role, I designed and permitted environmental restoration, mitigation, and enhancement projects. Our role was to help ensure there was no net loss of environmental function from development projects and in some cases, there was even a net benefit.

In my current role, I developed a 100-page document for Chatham Park, called Sustainability Strategies - Environmental Solutions for Land Development, that incorporated existing landscape performance research into strategies to reduce carbon emissions and improve overall sustainability and addressed factors such as biodiversity, carbon emissions, community, health and wellbeing, and water resources. It contains 31 strategies and metrics that could serve as a potential starting point for discussions about how encourage sustainable development projects within the Town of Apex.

Between my current and past roles, I understand the need to balance economic development and the needs of the environment and I would like to bring these skills to my home community of Apex.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1) I understand zoning regulation and the permitting of projects and the needs of development clients. 2) I have experience designing, permitting, installing, monitoring and maintaining environmental and sustainable projects. 3) I am no stranger to volunteer boards, having served as President of the North Carolina and Washington Chapters of the ASLA and many other volunteer positions. I do my homework and come to meetings prepared to have informed discussions and how to develop and track action items to move items forward.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1) Promote and encourage smart, sustainable, and vibrant growth for the Town of Apex. 2) Help balance development pressures with the needs of the natural environment to the best of our ability. 3) Help educate others about simple measures that can have a long-term beneficial impact.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have volunteered for cleanups at Apex Community Park and Salem Street Cleanups as part of Apex UMC. Outside of that, I serve on the ULI Triangle Programs Committee and have served in positions as part of the North Carolina ASLA. Both organizations work to promote smart and creative growth and development.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on a governmental board yet.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my townhome

My age range is (please select one):

46 to 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

I work for a company that occasionally may have projects within the Town limits. I may also have clients permitting projects within the Town that are being designed and permitted by others. In those instances and any other that might be perceived as a potential conflict of interest, I will identify the potential conflict and recuse myself.

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Courtney H. Landoll

Entry #: 781 **Status:** Submitted **Submitted:** 11/18/2025 6:46 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Makyia Linson

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
503 Stonecreek drive, Apex, North Carolina 27539

Mailing Address
SAME, SAME, North Carolina 27539

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27539-5369

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I want to join this board because I really care about making decisions that matter—and honestly, I'm excited to get some real leadership experience along the way. As a student, I think it's crucial for young people to actually have a say in the programs and policies that shape our lives. If I get the chance to serve, I'll bring the student perspective to the table, but I'm also looking forward to learning from people who've been doing this longer than I have.

I've got a few strengths I can offer. My classes have sharpened my communication, critical thinking, and problem-solving skills. Working on group projects and getting involved outside the classroom taught me how to work with all kinds of people, listen to different opinions, and keep an open mind—even when things get tough. I'm organized, I stay motivated, and I make sure to follow through on what I start.

On top of that, I know what it's like to be a student right now. I get the pressure of academic expectations, the juggling act of campus activities, and the challenge of balancing school with everything else. These real-life experiences help me understand what my peers need and what they're worried about, and I want to bring that insight to the board's decisions.

In the end, I want to give back to my community and keep growing as a leader. I'm ready to bring energy, curiosity, and a genuine student point of view to the board. I'd be proud to help support its mission.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

The reason why my service on my chosen boards could be beneficial is so I can offer my perspective as a long-term resident, contribute to better decision-making, and as a student, I can help my other board members thing critically about decisions.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

One of the most important goals that I wish to achieve during my term is to garner awareness of consumer waste and the importance of reusing, reducing, and reusing products we take for granted. Another issue that I wish to execute is the deforestation epidemic that we are currently facing in Apex. I wish to make further use of the land that we still have and produce multiple urban green spaces out of them. My last concern that I would love to fix is the major water quality degradation that is now prevalent in our communities.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most recent volunteer experiences that executed is by reading to the seniors of Apex. By understanding our older class, I can further realize the dynamic between our present and future generations.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on a governmental board, but I have spent a couple years in student body leadership.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

My school work and responsibilities

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 812 **Status:** Submitted **Submitted:** 5/19/2026 12:12 PM

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Angela X Liu

Pronouns

Prefer not to say

Preferred First Name

Angela

Spouse/Partner Name (If applicable)

Phyiscal Address

329 Gartrell Way, Cary, North Carolina 27519

Mailing Address

329 Gartrell Way, Apex, North Carolina 27519

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Recreational and PArk usage Advisory Board

How did you hear about this opportunity to serve?

Teacher

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27519

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am highly interested in serving on the Recreational and Environmental Board to bridge the gap between community use and ecological preservation. My interest is rooted in two distinct perspectives. As an avid cyclist who spends hundreds of hours on our local greenways, I interact daily with a diverse cross-section of residents. This gives me a firsthand, user-level understanding of our infrastructure's safety, accessibility, and maintenance needs. Secondly, my love for environmental science allows me to view these spaces as critical ecological assets. I look forward to helping the board balance public recreation with sustainability, advocating for biodiversity, native landscaping, and smart stormwater management. Ultimately, I offer a unique fusion of practical trail insight and scientific curiosity, making me a dedicated advocate for resilient, accessible green spaces.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Biking Apex’s trails lets me serve as a mobile listening post. The casual conversations I have with families, runners, and commuters give me real-time feedback on what our trail users actually need. Secondly, I bridge the gap between human enjoyment and environmental science. I will help the town design spaces that serve a dual purpose: vibrant parks for residents that simultaneously function as thriving, biodiverse ecosystems. Lastly, I will advocate for our greenways to grow with it. As the apex community increases in population, it is very crucial for us to advocate for further environmental policies that help us conserve ecosystems and recreational parks.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

As an avid insect collector and learning entomologist, I want to advocate for planting native flora and creating pollinator habitats directly along the margins of existing and new greenways. I also want to use my frequent rides to audit and advocate for closing gaps between existing trails and neighborhoods. I hope to increase community-driven environmental science programs that help educate the public on the conservation of our environment.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

At Triangle Chess, I instructed children from all walks of life, diverse backgrounds, and varying learning styles, helping them find common ground over a shared board. From my experience as a coach and assistant coach (with no pay), I was able to increase many of my students' passion for chess and other topics they were interested in. Frequently, my students placed top in their local tournaments and saw massive success in their own learning with my guidance. This experience honed my ability to communicate complex ideas clearly and adapt my approach to meet diverse needs. I understand how to build inclusive environments where people feel valued. On a town board, I will apply this exact mindset to ensure Apex's public parks, greenways, and programs are accessible and welcoming to every resident.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on any governmental board yet, but I am disciplined and motivated internally to pursue what I want. I am confident in my ability to provide creative solutions to hard problems that the Town of Apex might experience environmentally. You will not hesitate or reject my presence in a potential board because I can provide solid solutions and feedback to any problem I'm interested in.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 826 **Status:** Submitted **Submitted:** 5/28/2026 8:40 PM

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jessica McQuaig

Pronouns

She/Her/Hers

Preferred First Name

Jessica

Spouse/Partner Name (If applicable)

Phyiscal Address

9101 Haybeck Ln, Apex, North Carolina 27523

Mailing Address

9101 Haybeck Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Wake County Public Schools - Lufkin Road Middle School

Current Job Title

Career Development Coordinator

Employer Main Work Telephone Number

919-387-4465

Employer Onsite Office Location

Apex, North Carolina 27539

Please briefly describe your job function and core duties,

As the Career Development Coordinator at Lufkin Road Middle School, my role is to help students explore career interests, develop academic and personal goals and prepare for future educational & workforce opportunities. I coordinate career awareness activities, support career and college readiness programs and connect students with resources that encourage informed decision-making about their futures.

My core duties include:
- Delivering career exploration lessons and guidance activities
- Assisting students with academic and career planning
- Coordinating career-focused events, guest speakers, and enrichment opportunities
- Supporting students' social-emotional and leadership development
- Collaborating with teachers, counselors, families, and community partners
- Managing career development program materials, data, and student records
- Promoting awareness of high school pathways, college readiness, and workforce skills

The goal of my position is to ensure students are equipped with the knowledge, skills and confidence needed to make successful transitions to high school and beyond.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As the Career Development Coordinator at Lufkin Road Middle School, I work closely with students, families, educators and community partners to help prepare young people for future success. My professional role has strengthened my commitment to public service, community engagement and creating opportunities that positively impact residents of all ages. I am interested in serving on this board because I believe strong local leadership and community collaboration are essential to maintaining the high quality of life that makes Apex a desirable place to live and work.

My daily work requires communication, problem-solving, program coordination and relationship building among diverse groups of stakeholders. These experiences have equipped me with the ability to listen thoughtfully, work collaboratively and contribute meaningfully to discussions and decision-making processes. In addition, my experience supporting youth development and educational initiatives gives me a unique perspective on how local policies and community programs can influence families and future generations.

As both an educator and community member, I am passionate about giving back to the Town of Apex and helping ensure continued growth, inclusivity and opportunities for residents. I believe my professional background, dedication to service and collaborative leadership style would allow me to make a positive contribution to the board.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Youth and Family Perspective:
Through my work in education, I regularly engage with students and families and understand many of the challenges and opportunities facing our community. I can help ensure that decisions consider the long-term impact on youth, schools and families.

Strong Community Collaboration Skills:
My role requires coordinating with educators, administrators, local organizations and community stakeholders. I bring strong communication and teamwork skills that would support productive collaboration and community-centered decision-making.

Commitment to Community Growth and Inclusion:
I am invested in the continued success of Apex and value initiatives that promote accessibility, opportunity and engagement for all residents. I would approach board service with professionalism, integrity and a genuine desire to serve the community effectively.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Increase Community Engagement:
I would like to help strengthen communication and outreach efforts so residents feel informed, included and encouraged to participate in local initiatives and decision-making opportunities.

Support Youth and Family-Focused Initiatives:
I hope to advocate for programs and partnerships that provide meaningful opportunities for youth development, education, recreation and community involvement.

Promote Collaborative and Sustainable Growth:
As Apex continues to grow, I would support initiatives that balance development with preserving the community values, resources and quality of life that residents appreciate.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteer experiences have primarily focused on supporting students, families, and school-community initiatives through educational programs, mentorship opportunities, school events and community partnerships. I have participated in activities that promote student achievement, career readiness and family engagement, while also collaborating with local organizations to connect students with meaningful resources and experiences.

These efforts contribute positively to the Town of Apex by helping prepare young people for future success, strengthening relationships between schools and the community and encouraging a culture of service, leadership, and civic involvement.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

At this time, I have not previously served on a governmental board. However, my professional experience includes participating in school leadership teams, collaborative committees and community partnership initiatives that required strategic planning, communication and consensus-building among multiple stakeholders.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

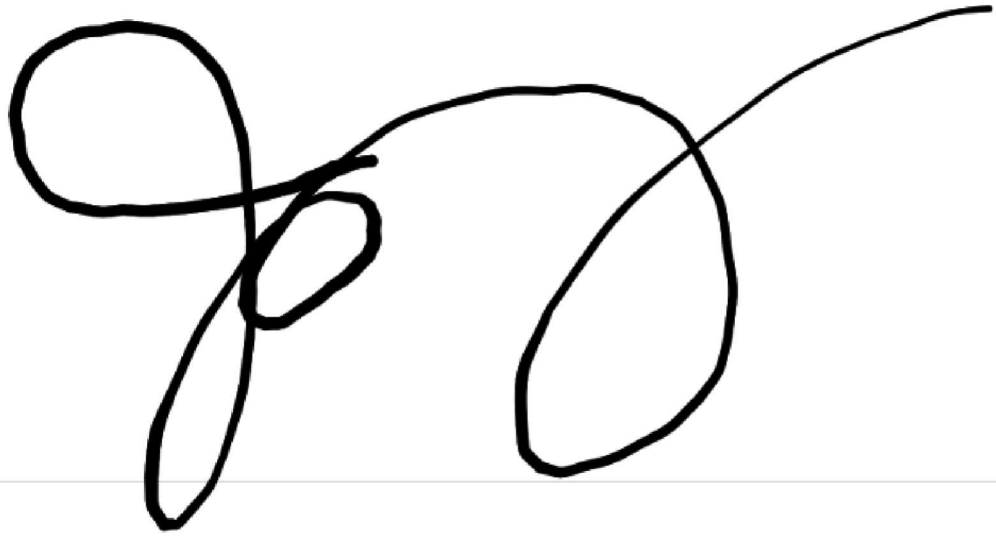
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 813 **Status:** Submitted **Submitted:** 5/20/2026 12:53 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ishak Mohammad

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3413 Dropseed Dr, Apex, North Carolina 27502

Mailing Address
3413 Dropseed Dr, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Private Inc

Current Job Title

Software Solutions Architect

Employer Main Work Telephone Number

3108958691

Employer Onsite Office Location

Durham, North Carolina 27703

Please briefly describe your job function and core duties,

As a Software Architect, my primary function is to serve as a trusted advisor, providing clarity in ambiguity by designing effective and fit-for-purpose software solutions while ensuring strong governance. My core duties include:

Problem Analysis: Identifying and understanding the specific challenges faced by clients or users to develop tailored solutions.
Solution Design: Creating architectural designs that align with business objectives and technical requirements.
Collaboration: Working closely with customers and stakeholders to ensure their needs are understood and addressed through effective software solutions.
Technical Leadership: Guiding development teams in implementing best practices and adhering to architectural standards.
Governance Oversight: Establishing and enforcing architectural guidelines and policies to ensure compliance, security, and quality throughout the development process.
Continuous Improvement: Evaluating existing systems and processes to recommend enhancements and ensure optimal performance.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Living in Raleigh, Durham Area since 2015.
Qualifications: MBA from NC university and Computer-science college degree with 20 years of experience.
Profession: Enterprise/Solutions Architect
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

My interest in serving on the Apex advisory board stems from a deep commitment to community development, supported by my MBA and Computer Science degree, along with 20 years of professional experience, particularly as a Software Architect. In this role, I have honed my skills in system design, technical leadership, and collaborative problem-solving.

As the Architecture Chairman and Vice President of my HOA from 2023 to 2026, I gained valuable leadership and collaboration skills, while my role as Vice President of Public Relations for Toastmasters has enhanced my communication abilities.

Additionally, my extensive volunteer work with various non-profits demonstrates my dedication to serving others and understanding community needs. My unique blend of technical expertise, managerial experience, and passion for community engagement positions me well to advocate for initiatives that benefit all residents of Apex.

Through my architectural experience, I can leverage analytical thinking and a structured approach to decision-making, which will be invaluable in addressing community challenges and promoting sustainable development.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Reason 1: Diverse Experience and Insights
My background in Governance and Architecture equips me with valuable insights and perspectives that can inform the board's decision-making process. I can bring a fresh viewpoint on community issues, utilizing best practices from other contexts to enhance initiatives. This diversity in experience can foster innovative solutions and create well-rounded policies that benefit all residents.

Reason 2: Strong Community Connections
Living in Raleigh, Durham area since 2015. I have established relationships with various community groups, local organizations, and residents, which can facilitate collaboration and engagement. By leveraging these connections, I can ensure that the advisory board remains in touch with the needs and interests of the community. This can lead to increased participation in board initiatives and stronger support for decisions made.

Reason 3: Commitment to Community and Effective Advocacy
My dedication to serving the Town of Apex is unwavering, and I am passionate about advocating for the best interests of our residents. I will work diligently to represent community voices and amplify concerns that might otherwise go unheard. My proactive approach can help the board effectively address community needs, fostering a sense of trust and collaboration between residents and local governance.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

To Keep Apex at Its Peak
Goal 1: Enhance Community Engagement
Develop initiatives to increase participation in local governance, such as town hall meetings and online feedback platforms, ensuring diverse voices are heard.

Goal 2: Improve Local Economic Opportunities
Support local economic development by fostering partnerships with small businesses, advocating for job training, and promoting Apex as an attractive destination for new businesses.

Goal 3: Foster Inclusivity and Diversity
Create programs celebrating diversity, organize cultural events, and establish support networks for underrepresented groups, strengthening community ties.

Goal 4: Improve Infrastructure and Transportation
Prioritize enhancements in transportation, advocate for better public transit, and upgrade community facilities to meet residents' needs and promote economic growth.

Goal 5: Support Education and Youth Programs
Strengthen educational opportunities for youth by collaborating with local schools, promoting mentorship programs, and increasing funding for resources, empowering the next generation.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I'm new to Apex but I have rich previous volunteer experience with several non-profits. Some of them are
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Served as HOA Architecture Chairman and Vice President 2023 to 2026. I was responsible for chairing meetings, making decisions and reviewing 200+ Architecture requests and rendering decision. Also, contributed in beautification projects and safety committees.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 747 - Planning Board **Status:** Submitted **Submitted:** 7/15/2025 11:44 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Ramesh Nallavolu

Pronouns

Preferred First Name

Ramesh

Spouse/Partner Name (If applicable)

Vasundhara Nallavolu

Phyiscal Address

3401 Writt Ct, New Hill, North Carolina 27562

Mailing Address

3401 Writt Ct, New Hill, North Carolina 27562

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

CWT US LLC

Current Job Title

Manager , Test Engineering

Employer Main Work Telephone Number

8002137295

Employer Onsite Office Location

Minnetonka, Minnesota 55305

Please briefly describe your job function and core duties,

I am IT QA Manager, managing team of 8 people for IT functions and quality assurance for Customer, and ERP applications

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am passionate about civic involvement and committed to contributing meaningfully to the town I call home. Having served as an elected Town Meeting Member in Lexington, Massachusetts, I was actively involved in reviewing and voting on zoning changes, land use proposals, and development policies — all of which directly intersect with the responsibilities of a Planning Board. That experience gave me a solid foundation in municipal governance and a deep respect for transparent, inclusive planning processes.

Since relocating to NC in 2022, I have continued serving the public as a commissioned Notary in North Carolina and as a STAR election official for Wake County, ensuring election integrity and citizen trust in democratic systems. These roles have further strengthened my skills in public service, attention to detail, and working respectfully with diverse populations.

I'm drawn to the Planning Board because it plays a critical role in shaping the character and livability of Apex. As the town grows, I want to help ensure that development is thoughtful, balanced, and aligned with long-term community goals. I bring strong listening skills, a collaborative spirit, and a practical understanding of how policy decisions impact residents on the ground. I would be honored to contribute my experience and dedication to help Apex grow in a smart, sustainable way

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Experience in Local Governance and Zoning Review:
As a former elected Town Meeting Member in Lexington, MA, I participated in deliberations on zoning bylaws, land use, and development proposals. This direct experience equips me with a solid understanding of how planning decisions affect community growth, infrastructure, and residents' quality of life.

Commitment to Civic Engagement and Public Service:
Since moving to Apex, I have continued serving the community as a commissioned Notary Public and as a STAR election official for Wake County. These roles reflect my dedication to civic responsibility, transparency, and trust in public institutions—values I would carry into my work on the Planning Board.

Balanced, Community-Centered Perspective:
I bring a thoughtful, inclusive approach to public service, informed by both my prior civic experience and my passion for community development. I understand the importance of balancing growth with sustainability and neighborhood character, and I am committed to decisions that serve both current and future residents of Apex

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Support Smart, Sustainable Growth:
I would work to ensure that development in Apex aligns with the town's long-term comprehensive plan. This includes encouraging responsible land use, protecting green spaces, and supporting infrastructure that grows with the population — such as transportation, utilities, and public services.

Promote Community Input and Transparency:
I believe public engagement is critical to good planning. I would advocate for increased transparency in decision-making and seek ways to ensure residents, including underrepresented groups, have a voice in shaping Apex's future. Public trust grows when the community feels informed and heard.

Balance Economic Development with Quality of Life:
Apex's appeal comes from its vibrant neighborhoods, schools, and small-town charm. I want to support policies that attract thoughtful commercial and residential development while preserving the character of existing communities and addressing concerns like traffic, affordability, and access to amenities.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Since moving to Apex , NC, I have actively contributed to the community through my role as a STAR election official with Wake County Board of Elections. In this capacity, I've helped ensure smooth, secure, and transparent voting processes — a vital part of civic life that directly supports Apex/NC residents' participation in local democracy. I've also served as a Notary Public in North Carolina, offering my services to the public, often free of charge, to help residents with important legal and administrative needs.

While these roles may seem behind the scenes, they build the foundation of trust, access, and civic engagement that every community relies on. My presence in these positions has allowed me to meet people from all walks of life in Apex, understand their concerns, and deepen my commitment to serve in broader capacities like the Planning Board

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I previously served as an elected Town Meeting Member in Lexington, Massachusetts for three years, where I was actively involved in reviewing and voting on town bylaws, budgets, and zoning and land use proposals. This experience gave me a strong foundation in municipal governance and community planning.

Since relocating to North Carolina, I have been volunteering as a STAR election official with Wake County, contributing to the electoral process at the county level

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

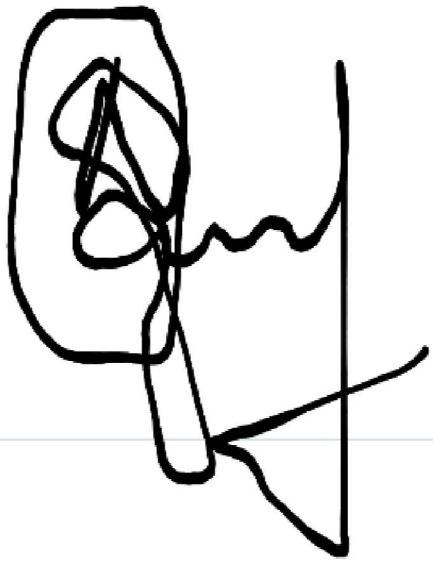
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 832 **Status:** Submitted **Submitted:** 5/30/2026 10:40 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Arni Pancras

Pronouns

She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Mailing Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

2200 Hillsborough St, Raleigh, NC 27607, North Carolina 27607

Please briefly describe your job function and core duties,

Currently in 3rd year of College at NCSU studying environmental engineering

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am applying to serve on the Multimodal Transportation Advisory Board, Planning Board, Environmental Advisory Board, and Parks and Recreation Advisory Board because each connects strongly with my background in engineering, infrastructure, sustainability, public service, and community development. I am especially interested in helping Apex grow in a way that is thoughtful, connected, environmentally responsible, and beneficial to residents of all ages. As an environmental engineering student at NC State, I have developed a strong foundation in water quality, wastewater systems, sustainability, and infrastructure planning. I was also selected as a 2025 Undergraduate Engineering Scholar by the ASHE Carolina Triangle Section, which connects directly to transportation and infrastructure and strengthened my interest in how communities plan safe, efficient, and accessible transportation systems.

My experience also matches the responsibilities of the other boards I am applying for. Through my research assistant role at NC State, I collect and process water samples to support freshwater contamination research, which connects to environmental protection and public health. As a summer research intern at UNC Charlotte, I studied water conservation, wastewater management, stormwater/wastewater best practices, stakeholder perspectives, equity, cost, and implementation challenges, which connects to planning, environmental sustainability, and responsible growth. My experience with the U.S. EPA gave me additional exposure to research, lab procedures, quality control, and environmental science. I also bring community leadership experience from Wake County 4-H Teen Council, where I served as Vice President and Secretary, helped coordinate county-wide events, and supported youth programs. In addition, my YMCA experience working with children and families connects to parks, recreation, and community programming. These experiences allow me to bring a technical, service-oriented, and younger resident perspective to Apex's advisory boards.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

First, my academic and research background in environmental/civil engineering would allow me to contribute a strong sustainability-focused perspective. I have experience with water quality research, wastewater management, water conservation, and environmental best practices, which aligns well with Apex's goals around responsible growth and environmental stewardship.

Second, I would bring a younger resident's perspective to town decision-making. Apex is growing quickly, and decisions about transportation, parks, land use, and environmental protection will affect younger residents for decades. I can help represent the perspective of students, young adults, and future professionals who want Apex to remain livable, connected, and environmentally responsible.

Third, I have experience working with both technical and non-technical groups. Through research, 4-H leadership, the YMCA, and a couple more public-facing jobs, I have learned how to communicate clearly, listen to community needs, and work collaboratively. I believe this would help me contribute respectfully and effectively in meetings, discussions, and recommendations.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My first goal would be to support environmentally responsible growth in Apex. As the town continues to develop, I would like to help encourage decisions that protect water quality, preserve green space, reduce environmental impacts, and promote sustainable infrastructure.

My second goal would be to improve community awareness and engagement, especially among younger residents. I would like to help make environmental, transportation, planning, and parks-related discussions more accessible so residents understand how town decisions affect their daily lives.

My third goal would be to support a more connected and resilient Apex. This includes encouraging safe walking and biking options, thoughtful park and greenway planning, and development decisions that balance growth with environmental protection and quality of life.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most meaningful volunteer experiences has been my involvement with Wake County 4-H Teen Council, where I served as Vice President from 2023 to 2024 and Secretary from 2022 to 2023. In these roles, I helped coordinate events, support youth programs, take and distribute meeting minutes, and participate in community-centered activities such as the NC State Fair, mental health walks, STEAM camps, and council meetings.

This positively contributed to the Wake County (including Apex) community by supporting youth leadership, education, service, and civic engagement. It helped create opportunities for younger students to learn, participate in community events, and build confidence. It also helped me grow as a leader and taught me the importance of organized, responsible service to the community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not previously served on a formal Town of Apex governmental board. However, I served in leadership roles with Wake County 4-H Teen Council for several years as a member, and then as Secretary from 2022 to 2023 and Vice President from 2023 to 2024. Through this experience, I participated in organized meetings, helped coordinate county-wide events, supported youth programming, and developed skills in leadership, communication, public service, and collaboration.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

18 to 29

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 805 **Status:** Reviewed **Submitted:** 3/16/2026 2:07 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Kimberly Pierson

Pronouns
She/Her/Hers

Preferred First Name
Kim

Spouse/Partner Name (If applicable)

Phyiscal Address
3073 Mavisbank Circle, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Moseley

Current Job Title

Director of Energy and Asset Management

Employer Main Work Telephone Number

9198400091

Employer Onsite Office Location

Raleigh, North Carolina 27603

Please briefly describe your job function and core duties,

Currently, I am a senior associate at Moseley, a full service architectural and engineering firm. My role is Director of Energy and Asset Management. I am responsible for internal education of our staff of 300+ regarding energy and sustainability within building design. I also work with our staff to determine appropriate energy goals, codes, and strategies for projects. For projects with efficiency goals, I assist with life cycle cost analysis, energy modeling, and shareholder presentations. In addition, I lead projects for clients that focus solely on energy, such as energy audits or masterplans, or long-term planning, such as facility condition assessments and capital investment plans.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I was previously on the EAB but had to step down due to in-person meetings conflicting with my spouse's deployment. My spouse is now stateside and should not be deploying for the next 5 years. I want to serve on the EAB because building energy and sustainability are my passion and I would love to take my professional experiences and skills and apply them to our community. We live in Apex because the Town offered a better life than living at Fort Bragg, and I want to be an active part of our community and help shape it for the long-term, making sure that we are stewards of the environment and creating a healthy place for our child and future Apex residents. In addition to being an architectural engineer, I spent my entire career working with municipalities and designing building systems with a focus on energy and sustainability. In the past few years, I have shifted my focus to energy, sustainability, and long-term planning. I hold the following credentials: Professional Engineer, Certified Energy Manager, Building Energy Assessment Professional, Certified Decarbonization Professional, High-Performing Building Design Professional, Green Building Engineer, Project Management Professional, Lighting Certified, and LEED Green Associate.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. My career focuses on energy and sustainability – I understand how to incorporate this into design, the technology and system options available, and how to decrease the environmental impact of buildings. I do this every day professionally and I will bring these skills to the EAB on behalf of the Town.
2. I understand code language and contractor language so I will be able to successfully communicate the thoughts, concerns, and desires of the EAB with developers, contractors, and Town staff. I can also interpret code and provide guidance on what other municipalities are using for basis of design and design guidelines.
3. I am volunteering out of my own desire to serve on the EAB; I want to help the community be more environmentally conscious. Because of this, I will be dedication to the cause, btu willing to go above the typical tasks to support the EAB's mission and the Town staff. For example, when I was previously on the EAB, I worked with Town Planner's to update the lighting UDO because I had the expertise to improve upon the existing UDO and it made it easier and faster for the staff to get it implemented. I love this kind of work and will continue to help where I can.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. The EAB makes numerous recommendations for each application, but not all recommendations are selected or enforced by the Town. I want to understand why certain things are not and develop a pathway for the EAB have more recommendations included by the Town in approved applications. This will involve conversations between the EAB, Town staff, and Town Council.
2. Data centers are a pressing matter, and I want to contribute to the research and discussion. It is important to consider all the impacts and understand the environmental, fiscal, and constituent sides to the discussion. I want to take a highly active role in this discussion to help make the best recommendations for Apex.
3. The EAB has a standard list of recommendations for projects; I want to review this list and make sure it includes newer technologies and code recommendations, as well as suggestions for decarbonization.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteering has been with AFHS's Academy of Engineering and Manufacturing. I serve on the advisory board and help with things like resume reviews, project reviews, and hosting office visits. The goal is to teach Apex students about careers in engineering. I also volunteer for career day at AFES to teach elementary students about engineering, architecture, and construction. I also volunteer with my firm for Triangle's Barkitecture which raises funds and awareness for animal rescues in the Triangle area. Must of my volunteer time is towards ASHRAE, which I am on my 16th year of service. ASHRAE is one of the most impactful professional organizations in the world regarding building energy and sustainability. I serve on the Training and Education Committee, as well as the steering committee for two large events (one for college students and one for women in ASHRAE). Volunteering with ASHRAE gives me access to a wealth of knowledge about energy and sustainability, as well as a broad network of contacts. This would benefit the EAB as I am happy to share the studies and information ASHRAE has, potentially providing additional resources and recommendations the EAB can provide, in addition to connecting the EAB to subject matter experts to help everyone learn and have a chance to ask questions from those doing the research.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Town of Apex EAB 4/2021 - 10/2022

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

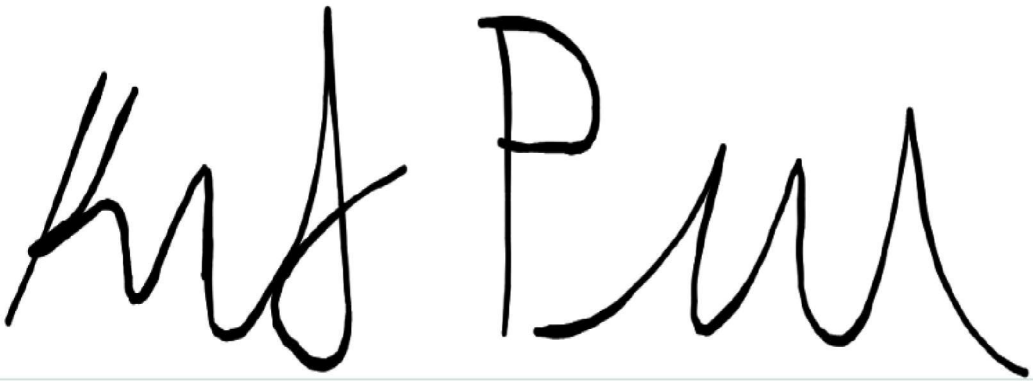
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 824 **Status:** Submitted **Submitted:** 5/28/2026 7:20 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jack Pryar

Pronouns

Preferred First Name

Jack

Spouse/Partner Name (If applicable)

Allison Pryar

Phyiscal Address

1022 Scotts Ridge Trail, Apex, North Carolina 27502-6880

Mailing Address

1022 Scotts Ridge Trail, Apex, North Carolina 27502-6880

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Environmental Advisory Board (EAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Apex Peak Academy

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Stetson Insurance Funding

Current Job Title

Business Development Executive

Employer Main Work Telephone Number

312-379-8236

Employer Onsite Office Location

10150 York Road, Fifth Floor, Hunt Valley, Maryland 21030

Please briefly describe your job function and core duties,

I build and maintain business partnerships for the Southeast region - I spend most of time engaging with current and prospective clients offering education about what we do and why they should choose us

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I want to help shape the future of the town by offering suggestion and opinion for the council to consider. The decisions we make today may not been seen for 10 years so I want to know we've done whatever we can today to better Apex for the next decade. I have moved from the UK to the US so I'm used to being uncomfortable, making difficult decisions and having to start over again. Over 15 years in sales and negotiating. I studied Sociology at school so I'm used to hearing both sides of an argument and formulating a position off the back of that.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I am passionate about the area I live in - I've only coming to Apex for 5 years and living her permanently for 2 and I'm already happy with changes but conscious about how the next 10 years look. Having a European background, I believe, offers a different perspective on things.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Preserve the small town feel, protect the environment as much as possible and increase awareness about the work that goes on in the town long before it's seen before by the residents.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Apex Peak Academy 2026, my wife is heavily involved with volunteering at Apex UMC

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

No Advisory Boards - member of the Apex Chamber of Commerce and Apex Peak Academy 2026

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

I am in Cohort A of the 2026 course

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

N/A

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 830 **Status:** Submitted **Submitted:** 5/29/2026 10:38 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Adrien Rabino

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
1009 Charred Oak Cir, Apex, North Carolina 27502-1637

Mailing Address
1009 Charred Oak Cir, Apex, North Carolina 27502-1637

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

35 North

Current Job Title

Assistant Project Manager, Construction

Employer Main Work Telephone Number

9197474544

Employer Onsite Office Location

Durham, North Carolina 27703

Please briefly describe your job function and core duties,

I manage institutional construction projects (higher ed, healthcare, life sciences, government). My day to day responsibilities include schedule management, subcontractor coordination, cost management, RFIs, submittals, and payment applications.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am a new Apex homeowner with a genuine stake in how this town grows. I chose Apex deliberately; drawn to its walkable downtown, its greenway network, and its potential as a model for thoughtful development in a rapidly expanding region. I follow local planning closely, and I care deeply about ensuring that growth doesn't come at the expense of the environmental qualities that make this community worth living in.

I believe good environmental stewardship and responsible development are not in conflict, and I'd be proud to help Apex demonstrate that.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1) I believe anything worth doing is worth doing well. If I'm going to show up, I'm going to be prepared. I'd review materials in advance, ask informed questions, and take the responsibility seriously.
2) Apex is growing rapidly and attracting a lot of younger working residents and families. That demographic isn't always well-represented in civic processes, and I think the board benefits from reflecting the full range of people who actually live here.
3) Starting before moving here, I've followed Apex's growth closely and can engage with rezoning cases in context, not just in isolation.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1) As Apex continues to grow, I'd like to consistently advocate for strong tree canopy protection and stormwater conditions on applicable cases.
2) Get up to speed quickly by learning the board's existing suggested conditions and reviewing past cases so I'm contributing meaningfully from day one.
3) Work with fellow members to ensure recommended conditions are specific, practical, and genuinely protective. From my experience pushing pre-construction stage projects through municipal reviews, I can empathize with developers/applicants who feel frustration struggling to understand what is needed for approval.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

As a recent Apex newcomer, I've not yet had the opportunity to volunteer in a way that's benefited the town. When I lived in Minnesota, I worked several overnight shifts at a shelter for people experiencing homelessness and participated in trash cleanup efforts.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

18 to 29

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

I don't believe 35 North (my employer) currently has any involvement in projects within Apex but 35 North may be involved in future projects the board would review.

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Adrien Radino

Entry #: 809 **Status:** Reviewed **Submitted:** 4/28/2026 4:09 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Vishwac Singareddy

Pronouns

He/Him/His

Preferred First Name

Vishwac

Spouse/Partner Name (If applicable)

Phyiscal Address

1501 tinos overlook way, Apex, North Carolina 27502-8590

Mailing Address

1501 tinos overlook way, Apex, North Carolina 27502-8590

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

NA

Current Job Title

Rising Senior

Employer Main Work Telephone Number

9195205350

Employer Onsite Office Location

Apex, North Carolina 27502-8590

Please briefly describe your job function and core duties,

Rising Senior at AFHS

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I'm interested in serving on the Environmental Advisory Board as a youth representative because environmental issues are something I care about and I am planning to pursue Environmental Engineering as a career. I'm a rising senior at Apex Friendship High School with a 3.75 GPA, and I've taken challenging science classes like AP Chemistry, AP Physics, AP Statistics, and Earth Science Honors, with plans to take AP Environmental Science next year. These classes have helped me understand environmental topics from a scientific and real-world perspective.

What really separates my interest from just being academic is the effort I've made to learn directly from professionals. On my own, I reached out to local and county environmental departments to better understand how environmental decisions are made. I met with the Town of Apex Stormwater team and Wake County Water Quality staff to learn about runoff, drainage systems, and how local water sources are protected. I also spoke with the Chatham County Environmental Department and met with the county's Environmental Director, where I learned about topics like PFAS contamination, septic systems, land-use decisions, and air and water quality inspections. These conversations gave me a much clearer picture of how environmental issues affect communities every day.

I also have skills that would help me contribute to the board. I'm comfortable working with data using Excel and Google Sheets, which can be helpful when reviewing environmental trends or reports. This summer, I was selected for the UNC Chapel Hill FRESH internship, where I'll be learning from researchers about environmental solutions and public health. I'm also part of Science Olympiad and earned a medal in the Dynamic Planet event, which focuses on Earth and environmental systems.

Outside of academics, I stay involved in my community through 50–60 hours of volunteer work each year with Key Club. I've also been part of my school's music band for three years, including performing at state-level competitions, which has taught me teamwork, discipline, and commitment.

I believe I'd be a strong youth representative because I bring real curiosity, initiative, and a willingness to learn. I'm not just interested in listening—I want to participate, ask questions, and help bring a youth perspective to environmental discussions that impact the Apex community.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I am already learning to understand Environmental Systems
I personally reached out to the Town of Apex Stormwater and Wake County Water Quality teams to learn how urban runoff, drainage, and water protection actually work here locally. I'm not starting from scratch can contribute meaningfully from day one.
2. I Want to Bring Environmental Awareness to ALL of Apex
Environmental issues don't just affect one age group, they affect everyone. I want to be a voice that bridges the gap between the board and the broader Apex community, from elementary school kids to parents to seniors. Whether through school clubs, community events, or social media, I'm passionate about making environmental topics accessible, relatable, and actionable for every generation in our town.
3. I Bring Genuine Curiosity and Proven Follow-Through
I ask questions, I show up, and I follow through. A Science Olympiad medal in Dynamic Planet, 50+ hours of annual Key Club service, and self-initiated conversations with the Chatham County Environmental Director all reflect who I want to be.

I used AI to create this interactive easy to learn app of Apex Stormwater webpage:
https://claude.ai/public/artifacts/afd647ff-f78c-4838-a9e5-8cc6bc455364

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Keep Learning from the Experts Around Me
I want to use every meeting and conversation as a learning opportunity — absorbing how environmental policy is made, how data drives decisions, and how real projects come to life in Apex. The more I learn, the better I can contribute and represent the youth voice on this board.
2. Start a Student Awareness Initiative at Schools
I'd organize a simple but meaningful effort a presentation, social media push, or flyer to help students at Apex Friendship High School connect with local environmental issues like stormwater and water quality. Making it relatable and relevant to kids my age is something I know I can do.
3. Help the Board's Work Reach More Apex Residents
I'd find simple ways to share the board's work with the broader community through neighborhood apps, school newsletters, or community boards so more Apex residents, across all ages, stay informed and engaged with the environmental decisions shaping our town.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Through Key Club, I've logged 50–60 hours of community service every year in high school, supporting a wide range of local events and initiatives across Apex. It's taught me the value of showing up consistently and doing work that genuinely matters to my community.
One highlight was volunteering at Earthfest in Apex, an event that brings residents of all ages together around sustainability and local environmental issues. Being there reinforced how much people in Apex care about the environment when given the chance to engage with it. I loved being part of that energy and helping connect community members with information and resources that made a real impact.
These experiences haven't just built my resume , they've shaped how I think about community and responsibility, and they're a big reason why I want to keep serving Apex in a more meaningful way through this board.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Vishwac Singareddy

Entry #: 766 **Status:** Submitted **Submitted:** 8/30/2025 7:06 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Graham M Strobl

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
2338 Manzoni Dr., Apex, North Carolina 27502

Mailing Address
same, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am in the Academy of Engineering at Apex Friendship High School, and I am interested in environmental issues. I've lived in North Carolina my whole life, and I think it's important to protect the environment, track waste and recycling efforts and encourage the use of solar energy sources. I work on sustainability projects in my engineering classes and find the subject matter to be very interesting. I have effective communication skills and enjoy public speaking.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

My networking circle is broad since I participate in multiple clubs and extracurriculars.
I participate in volunteer ventures like PORCH, Apex Youth Council and Parish Athletics coaching.
I am a student ambassador at Apex Friendship High School, work at a local establishment, and am part of NSHSS.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I would like to start more sustainability projects like Triangle Land Conservancy where my father volunteers.
I would like to develop a system where we can track waste management and recycling efforts.
I would like to work on solar energy initiatives like solar panels on homes.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I served on the Apex Youth Council last and will serve again this year. Ellison Lambert nominated me for this position. I volunteered at town council meetings, the town Halloween dance, college panel discussion, etc. I attended every meeting which shows my determination and dedication to the causes we discussed.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

None since I am a student rep

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 828 **Status:** Submitted **Submitted:** 5/29/2026 6:48 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Premlata Vaishnava

Pronouns

She/Her/Hers

Preferred First Name

Pinki

Spouse/Partner Name (If applicable)

Phyiscal Address

1005 Wild Sonnet Ct., Apex, North Carolina 27502

Mailing Address

1005 Wild Sonnet ct, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Community Health and Yoga

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Onelife Fitness

Current Job Title

Yog Instructor

Employer Main Work Telephone Number

(919) 975-5515

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Planning and teaching Yog postures as a Slow Flow motion.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Being an Apex resident I find it important to know about my community's future plans for development, social events, education and healthy life.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1.I am an immigrant with multicultural and multilingual background and my experiences and advocacy can help shape our community.

2. As an academic I can bring ideas to include intercultural aspects in our school curriculum and/or adult community members.

3. As a certified Yog instructor and Yog therapist I can speak about the importance of Yog for our community.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Making our community more safe and welcoming for immigrants
2. Foreign langauge and culture classes
3. Intercultural meetings such a trading groups where cretive minds can share their creative pieces (they don't have to be famous, just be creative).

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have not specifically worked as a volunteer in Apex but I have volunteered at the Eno River festival in Durham where I cooked food for the performers and sold tickets. Such events are a great success because community members like me participate and contribute. I also volunteered for the meal drive.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Premlata Vaishnava

Entry #: 788 **Status:** Submitted **Submitted:** 1/14/2026 8:39 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Tianduo Zhang

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)
Howard Gou

Phyiscal Address
1044 Blackpool Ct, Apex, North Carolina 27502

Mailing Address
1044 Blackpool Ct., Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Environmental Advisory Board (EAB)

How did you hear about this opportunity to serve?

Friend / Neighbor, Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

North Carolina Central University

Current Job Title

Assistant Professor in Mass Communication

Employer Main Work Telephone Number

9195307200

Employer Onsite Office Location

Durham, North Carolina 27502

Please briefly describe your job function and core duties,

Teaching. Research. Service

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I hear that one was having a hard time fill but zoning appeal is so important for the town. I have a doctoral degree and I am pretty comfortable with data and reading complex cases. I am trained in promoting civic discourse and civic engagement through Citizen University.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I work for a public university so no conflict of interests. I do research for living so I will very carefully review whatever case is at hand and come up with solutions if needed to be. I am very comfortable with data and analysis so my decision would be data driven.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Board of adjustment is a need based board. I don't have an agenda myself.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Organized my HOA Chelsea Run to complete Town of Apex beautification grant.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Not a board but I worked with Durham Public Health Department securing and delivering a 2 year 2 million dollar federal grant on promoting public health literacy.
Served as scientist on NC PFAS Test Network (2 years).
Advice NC HHS on community survey development (one time)

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
CAAB	Broadnax	Jessica	New	CL	BOA, EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Famolare	Christy	New	CL	PRAB	**JKG**	**TM**	AZ	**EG**	**SR**	SM	**3**
CAAB	Harrien	Darryl	Reappoint	CL	PRAB	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Mohammad	Ishak	New	CL	BOA, EAB, MTAB, PB	JKG	TM	AZ	EG	SR	**SM**	**1**
CAAB	Premlata	Vaishnava	New	CL	BOA, EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Prendes	Amie	New	CL	N/A	**JKG**	TM	**AZ**	EG	SR	SM	**1**
CAAB	Schultz	Erin	New	CL	N/A	JKG	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Shoyoye	Adesiyan "Shiyan"	New	CL	PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Chappidi	Sathvika	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Corsetti	Julianna	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
CAAB-Youth	Jain	Nirjara	New	CL	MTAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Koshti	Ritu	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**1**
CAAB-Youth	Linson	Makyia	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Liu	Angela	New	CL	EAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Andrady	Alana	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Green	Alexis	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Linson	Makyia	New	CL	CAAB	JKG	TM	AZ	**EG**	SR	SM	**1**
EAB-Youth	Liu	Angela	New	CL	CAAB, PRAB	**JKG**	**TM**	AZ	EG	**SR**	**SM**	**3**
EAB-Youth	Pancras	Arni	New	CL	MTAB, PB, PRAB	JKG	TM	**AZ**	EG	SR	SM	**1**
EAB-Youth	Singareddy	Vishwacq	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Strobl	Graham	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Bacola	Robert	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Gerhard	William "Billy"	**Other**	CL	BOA, EAB, PB	JKG	**TM**	**AZ**	EG	SR	SM	**2**
MTAB	Gregus	Louis	New	CL	BOA, PB	**JKG**	TM	AZ	**EG**	SR	SM	**1**
MTAB	Jain	Nijara	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Lawrence	Kevin	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Meadows	John	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Poythress	Michael	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Pritchard	Ewan	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Rodgers	Martha	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Saket	Jain	**Other**	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Shealey	Christopher	New	CL	PB	JKG	TM	AZ	EG	**SR**	**SM**	**2**
MTAB	Waldorf	William	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Bang	Elizabeth	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Kadari	Samiksha	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
MTAB-Youth	Pancras	Arni	New	CL	EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Tadishetti	Ritika	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**

08/24/2026
Prepared by Town Clerk Allen Coleman

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
PRAB	Baber	Robert	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Broadnax	Jessica	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Croom	Jeremy	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Famolare	Christy	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB	McQuaig	Jessica	New	CL	EAB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Shoyoye	Adesiayn "Shiyan"	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Herbst	James "Jim"	New	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB-Senior	McClellan	Beverly	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Staiano	Adriana	New	CL	BOA, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB-Youth	Liu	Angela	New	CL	CAAB, EAB	JKG	TM	**AZ**	EG	SR	SM	**0**
PRAB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PB	**JKG**	**TM**	AZ	**EG**	**SR**	**SM**	**4**
PRAB-Youth	Rao	Adhvick	Reappoint	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Bang	Elizabeth	New	CL	EAB, MTAB	JKG	**TM**	AZ	EG	SR	SM	**1**
PB-Youth	Cook	Kaleb	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Dickerson	Maxwell "Max"	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**0**
PB-Youth	Jesperson	Nathan	New	CL	N/A	**JKG**	TM	**AZ**	**EG**	**SR**	**SM**	**4**
PB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Tadishetti	Ritika	New	CL	EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**

LEGEND	
	Nominations
Other	Currently Appointed to Another Board / Serving

08/24/2026
Prepared by Town Clerk Allen Coleman

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A) Motion to appoint an individual to serve on the Multimodal Transportation Advisory Board (MTAB), effective July 1, 2026, to fill one (1) partial-term expiring July 31. 2027. This position was previously occupied by Wendy Perry.

B) Motion to reappoint Samiksha Kadari as a Voting Youth Representative on the Multimodal Transportation Advisory Board (MTAB) for a one-year term effective July 1, 2026 through June 30, 2027.

Approval Recommended?

Mayor Jacques K. Gilbert recommends the following individuals:

- Louis Gregus – New Appointment – Replacing Wendy Perry
- Samiksha Kadari – Reappointment – Youth Representative

Item Details

Mrs. Wendy Perry has submitted her resignation from the Town's Multimodal Transportation Advisory Board (MTAB) given the new meeting time of the Board moving from 4:00 p.m. to 4:45 p.m. and increasingly the meeting cadence to every-other month vs. once per quarter. In addition, Ms. Samiksha Kadari's one-year term will expire on June 30, 2026, and she has expressed interest in being reappointed.

A total of **seventeen (17) applications** were received for appointment consideration, and they are (in alphabetical order by last name):

- **Bang, Elizabeth** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Bocola, Robert "Bob"**– Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Gerhard, William "Billy"**– Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

- **Gregus, Louis "Lou"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Jain, Nijara** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Kadari, Samiksha** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Lawrence, Kevin** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Meadows, John** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Mohammad, Ishak** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Pancras, Arni** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Poythress, Michael** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Pritchard, Ewan** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Rodgers, Martha "Molly"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Saket, Jain** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Shealey, Christopher "Ryan"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Tadishetti, Ritika** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Waldorf, William "Bob"** – Corporate Limits Resident – Eligible for Voting Over 18 Representative Position

The purpose of the Multimodal Transportation Advisory Board (MTAB) is to support and expand opportunities for biking, walking, and riding transit as a means of transportation in the Town of Apex. More specifically, the Multimodal Transportation Advisory Board (MTAB) has the following powers and duties:

- Advise the Mayor and Town Council regarding proposed local multimodal plans, policies, priorities, capital improvements, and transit service changes.
- Review regional transit plans, policies, capital improvements, and proposed service changes relevant to the Town of Apex and provide recommendations.
- Gather community input regarding the experience of biking, walking, and using transit in Apex and work to address identified needs.
- Raise community awareness about using multimodal transportation in Apex.

The Multimodal Transportation Advisory Board (MTAB) shall consist of nine (9) voting members, including one youth representative as defined by the Resident Advisory Board Administrative Policy. All members

shall be recommended by the Mayor and appointed by the Town Council. Members shall be appointed for two-year (2) terms, except the voting youth representative which shall have a term of one-year

Attachments

- TC3-A1: Applicants at A Glance – Multimodal Transportation Advisory Board (MTAB) w-applications
- TC3-A2: Nomination Summary by Councilmember – Multiple Boards – As of August 25, 2026

MULTIMODAL TRANSPORTATION ADVISORY BOARD

APPLICANTS AT A GLANCE

Requested Action(s):

A. Recommendations needed on the Multimodal Transportation Advisory Board (MTAB) to fill one (1) partial term expiring July 30, 2027. This position was formally occupied by Wendy Perry.

B. Recommendations needed on the Multimodal Transportation Advisory Board (MTAB) to fill one (1) youth-voting term expiring June 30, 2026.

- Kadari, Samiksha – *has confirmed interest in being reappointed*

APPLICANTS AT A GLANCE - CURRENT

Position #	Member(s)	Status	Resident Status	Notes
MTAB-009	Kadari, Samiksha	Active Current Voting-Youth Rep.	Corporate Limits	Seeking Reappointment
MTAB-006	Vacant	Resigned	Corporate Limits	Wendy Perry resigned effective May 18, 2026

APPLICANTS AT A GLANCE – NEW APPLICANTS

Applicant(s)	Status	Resident Status	Notes
Bang, Elizabeth	NEW	Corporate Limits	Eligible for Voting-Youth Rep.
Bacola, Robert	NEW	Corporate Limits	Eligible for Appointment
Gerhard, William "Billy"	NEW	Corporate Limits	Eligible for Appointment

Applicant(s)	Status	Resident Status	Notes
Gregus, Louis	NEW	Corporate Limits	Eligible for Appointment
Jain, Nirjara	NEW	Corporate Limits	Eligible for Appointment
Lawrence, Kevin	NEW	Corporate Limits	Eligible for Appointment
Meadows, John	NEW	Corporate Limits	Eligible for Appointment
Mohammad, Ishak	NEW	Corporate Limits	Eligible for Appointment
Pancras, Arni	NEW	Corporate Limits	Eligible for Voting-Youth Rep.
Poythress, Michael	NEW	Corporate Limits	Eligible for Appointment
Pritchard, Ewan	NEW	Corporate Limits	Eligible for Appointment
Rodgers, Martha	NEW	Corporate Limits	Eligible for Appointment
Saket, Jain	NEW	Corporate Limits	Eligible for Voting-Youth Rep.
Shealey, Christopher	NEW	Corporate Limits	Eligible for Appointment
Waldorf, William	NEW	Corporate Limits	Eligible for Appointment
Tadishetti, Ritika	NEW	Corporate Limits	Eligible for Voting-Youth Rep.

APPLICATIONS ELIGIBLE FOR RE-APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Kadari, Samiksha	Current Voting-Youth Rep	Corporate Limits

Entry #: 834 **Status:** Submitted **Submitted:** 6/1/2026 12:42 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Samiksha Kadari

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
2569 Hutch Ln, Apex, North Carolina 27523

Mailing Address
2569 Hutch Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27523

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As I worked with the Multimodal Transportation Advisory Board this year as the Youth Representative, I have learned a lot about what the board prioritizes and what we hope to achieve in the fiscal year. It is inspiring to see all the hard work the board puts in to increase accessibility of transportation for everyone in our community. With the new addition of subcommittees, I hope to continue representing the youth during the next term by being a part of more initiatives related to outreach and marketing. I hope through these initiatives we can expand outreach to the youth about the different public transportation routes and increase overall ridership for all age groups.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Already serving on the board this year has given me experience with serving on the board, current priorities, and functions of the board. I would use this experience in the next term to further increase my impact on the board and give a more youth perspective during discussions and planning on the board. Also, My experience as a member of Apex Youth Council has helped me meet lots of youth members in the Apex community and I could use these connections to help increase youth outreach and spread awareness about MTAB and upcoming priorities. Ultimately, I am passionate about helping my community, increasing engagement and awareness about MTAB in Apex. Also as a member of Apex Youth Council, I volunteer at local community events. During my time volunteering I can gain more knowledge about my community or any issues that others might be facing that relate to transportation. Through my experiences and passions, I believe I can bring a youth perspective to the board that can help them make inclusive decisions that benefit our community.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

One goal I have as the youth representative for MTAB is to spread the word about different routes GoApex offers to the youth in Apex, so that they are more informed about the transportation options available to them in their community. I hope we can collaborate with Apex Youth Council to increase outreach about GoApex and do GoTriangle Bus Pass sign ups to possibly increase ridership. I also want to increase marketing and outreach about the overall functions of MTAB and spread the word about the new public comment section we have available during the MTAB meetings. By spreading the word about this new addition to the meetings I hope we can get more people to join our meetings so that the board can directly hear about public concerns and implement them into future planning and decision making. Additionally, during MTAB meetings I have heard about the accessibility issues and problems with the ramps on the GoApex buses. I hope to advocate for changes and help increase accessible and comfortable transportation for everyone in the Apex community.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I volunteer for the Apex Youth Council and some recent events I participated in were the EarthFest and the PeakFest. During EarthFest, I helped with the fashion show, encouraging models, and guiding them near the stage. Also during this festival I went around to help with any of the booths and was there to help anyone with anything related to the event. During PeakFest, I helped many people with setting up their tents and taking out materials in their cars to set up their activities. Overall, by helping with these events I was able to be a part of special community events and help make sure everything goes smoothly.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I served as the Youth Representative for the Multimodal Transportation Advisory Board from November 2025 to June 2026.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

Yes, I have attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my townhome

My age range is (please select one):

16 to 18

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Samiksha

APPLICATIONS ELIGIBLE FOR APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Bang, Elizabeth	NEW - Youth	Corporate Limits
Bacola, Robert	NEW	Corporate Limits
Gerhard, William "Billy"	NEW	Corporate Limits
Gregus, Louis	NEW	Corporate Limits
Jain, Nirjara	NEW	Corporate Limits
Lawrence, Kevin	NEW	Corporate Limits
Meadows, John	NEW	Corporate Limits
Mohammad, Ishak	NEW	Corporate Limits
Pancras, Arni	NEW - Youth	Corporate Limits
Poythress, Michael	NEW	Corporate Limits
Pritchard, Ewan	NEW	Corporate Limits
Rodgers, Martha	NEW	Corporate Limits
Saket, Jain	NEW	Corporate Limits
Shealey, Christopher	NEW	Corporate Limits
Waldorf, William	NEW	Corporate Limits
Tadishetti, Ritika	NEW - Youth	Corporate Limits

Entry #: 768 **Status:** Reviewed **Submitted:** 9/1/2025 6:25 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

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Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Elizabeth Y Bang

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3133 Beechcroft Lane, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in serving on this board because I know that Apex is continuously growing and I want to help contribute by representing ideas of the youth living in our community. As a student who is living in Apex for middle and high school, I have noticed how the town is developing, and I believe it is important for students to have an opinion in shaping our town's growth. Moreover, my experiences as a Key Club sophomore representative and a shift leader for the Apex Youth Council have helped me learn how to collaborate and advocate for others. These positions taught me how important it is to listen and understand others when working as a group while showing leadership. I have also gained experience in NJHS, Student Council, altar server, and as a teacher, helping to teach new students.

Being a student leader, my ideas will distinguish me from others on the board, representing many different perspectives of youth in my age. However, I also know that if voted as a board member, I have to listen to and amplify the ideas of others. My responsibility would be to collaborate, respect different opinions, and work toward solutions that reflect the needs of the entire community, not just my own.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. Through my roles as a Key Club sophomore representative and a shift leader for the Apex Youth Council, I can bring leadership and service experience that directly benefits Apex. I've helped lead donation drives, volunteers, and town-related events. These experiences prepared me to contribute youth ideas while also being able to listen in many different environments. If chosen as a board member, I would be able to incorporate the town's decisions with our school and community's ideas.
2. Volunteering since middle school, I have had a consistent record of community service. I have participated in many volunteer clubs such as NJHS and Student Council in middle school, while being a member in Key Club and Apex Youth Council in high school. Furthermore, I have been in many organizations such as English Conversation Club and club soccer, so I know that communication and commitment are one of the most important skills while working together.
3. As a student, I have been recognized many times for academic and character achievement. I have received all A-Honor Roll since middle school, Outstanding Achievement Awards in multiple subjects, and Vision Awards both inside and outside of school. These qualities reflect on my character and confidently show that I can contribute thoughtfully and seriously to the board's discussions.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. As someone who has served in student organizations, I know many students often have ideas but aren't sure how to share them. I would work to create ways for youth to provide feedback to the board whether through surveys, focus groups, or collaboration with school clubs. This would also help to increase participation in more events and input from the town.
2. Being active in athletics, orchestra, and school events, I have seen and know how important safe spaces are for student growth. I would work to support planning and transportation projects that help make Apex more accessible for young people, and offer a safe environment for doing activities that both students and community members can enjoy.
3. As a Korean School teaching assistant and member of English Conversation Club, I've seen how sharing culture and language brings people together. The town already has amazing events that promote this, and I would further support and raise awareness for cultural events, performances, or awareness projects that would make Apex more inclusive and culturally diverse.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My most impactful recent volunteer work has been through Key Club and the Apex Youth Council. Through these organizations, I have been able to participate in many different events and activities, such as moving firewood in Warmth for Wake, or volunteering at food banks.
In the Apex Youth Council, where I serve as a shift leader, I've taken on responsibility for helping volunteers and assisting with service events that support the town. This has allowed me to contribute to Apex in a positive setting while learning how youth input matters in community planning.
In addition, I serve regularly as a church altar server, volunteer weekly as a Korean School teaching assistant, and have contributed to school events such as recycling and spirit weeks. Together, these experiences reflect my commitment to service and my dedication to helping Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

preparing events connected to the town. I also serve as the sophomore representative for Key Club, where I assist in coordinating projects that support the community since freshmen year. Previously, I have been in NJHS in middle school as well as the Student Council for 3 years.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Elizabeth Bang

Entry #: 764 **Status:** Reviewed **Submitted:** 8/28/2025 11:37 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Robert Bacola

Pronouns
He/Him/His

Preferred First Name
Bob

Spouse/Partner Name (If applicable)

Phyiscal Address
4004 New Yarmouth Way, Apex, North Carolina 27502

Mailing Address
4004 New Yarmouth Way, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Retired from John Deere in Cary

Current Job Title

NA

Employer Main Work Telephone Number

NA

Employer Onsite Office Location

Cary, North Carolina 27513

Please briefly describe your job function and core duties,

I was an IT Architect.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I have experience taking multimodal transportation and have an interest in making it better and more widely adopted. During a span of three years in the early 2010's I commuted from my home in Apex to my job at John Deere in the Weston area of Cary riding my bicycle partway and transferring to the GoTriangle 305 and GoCary buses. I still enjoy taking the 305 into Raleigh.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

My experience using multimodal transportation could be beneficial in making informed decisions on planning and improvements. I also have the desire to give back to the community.

I have posted on social media advocating the use of public transit. Here is a Facebook post I made to the Apex Community group in March 2025 advertising the expansion of the GoTriangle Route 305 to weekends:

https://www.facebook.com/groups/615260665324487/user/100057674796094

In case you don't have access to the group, I wrote: "Beginning this weekend the GoTriangle Route 305 bus which runs through Apex each hour and continues on to Raleigh has been expanded to run on Saturdays and Sundays. It previously ran on weekdays only. Many here may have never tried it but it's a good way to avoid driving and parking to get to downtown Raleigh and points in between such as Wake Med Cary, Crossroads, the State Fairgrounds and NC State. By using connections to other buses, you can also get to many other destinations in Raleigh, Durham, Chapel Hill etc. Fares are $2.50 per ride with a max of $5.00 per day. If you're 65 and over, it's free."

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I would like to advocate multimodal transportation options, bring awareness to existing options and explore expansion and improvements.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Regrettably I don't have a lot of recent volunteer experience but I did assist in administering the Apex Elementary School website with my wife Teri while she was the media center assistant and webmaster there. I developed an application where students and parents could search for accelerated reader books from home.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not previously served on a governmental board in the past. Since becoming aware of this opening I have reviewed some of the MTAB meeting minutes and YouTube livestream videos and they have been very helpful in bringing me up to speed with the work of the board. I am very interested in becoming a member.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 780 **Status:** Submitted **Submitted:** 10/27/2025 10:07 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
William Gerhard

Pronouns
He/Him/His

Preferred First Name
Billy

Spouse/Partner Name (If applicable)
Alexa Waters

Phyiscal Address
2076 Toad Hollow Trl, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Three Ships

Current Job Title

Chief Technology Officer

Employer Main Work Telephone Number

7043157960

Employer Onsite Office Location

Raleigh, North Carolina 27605

Please briefly describe your job function and core duties,

As Chief Technology Officer at Three Ships, I lead the company's technology, data, and analytics strategy across a portfolio of digital marketing and consumer services businesses. My core duties include overseeing software development, data infrastructure, and AI initiatives that improve efficiency and decision-making. I work closely with business and operations leaders to design and implement technology solutions that drive growth, transparency, and better customer experiences.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Apex has been an incredible place for my family, and I'm eager to give back by contributing to the town's continued growth and success. I've built my career at the intersection of technology, data science, and organizational leadership, and I believe those skills can add real value to the board's work.

As the Chief Technology Officer of a North Carolina–based company, I lead cross-functional teams that design and implement data systems used to make complex decisions more transparent and efficient. My work often involves translating technical insights into practical, people-centered policies -- an approach I believe mirrors the kind of thoughtful governance that helps a town like Apex thrive.

I'm particularly passionate about using data and technology to improve service delivery, enhance transparency, and support long-term planning grounded in evidence rather than opinion. I see public service as an opportunity to apply that same analytical rigor and collaborative spirit in a way that benefits the community I call home.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Data-Driven Decision Making:
I bring extensive experience using analytics and technology to inform strategic decisions. I can help the Town use data more effectively to evaluate policies, optimize resource allocation, and measure outcomes—ensuring decisions are transparent, evidence-based, and grounded in long-term impact.

Technical and Operational Expertise:
As a Chief Technology Officer leading interdisciplinary teams across software, data science, and process design, I have firsthand experience managing complex systems and translating technical insights into practical action. I can contribute to modernizing how the Town approaches digital transformation, cybersecurity, and citizen services.

Collaborative and Community-Oriented Leadership:
My professional success has depended on building cross-functional alignment among people with diverse perspectives. I value respectful debate, clear communication, and finding common ground—skills that are essential for effective public service. My goal is to apply that same collaborative mindset to help Apex grow in a way that balances innovation with preserving the character that makes it special.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Use Data to Strengthen Decision-Making and Transparency:
I would like to help the Town of Apex make more informed decisions by using data and technology to track performance, measure impact, and communicate outcomes clearly to residents. By establishing simple, transparent dashboards or periodic reporting frameworks, we can ensure that policy and resource decisions are grounded in evidence and understood by the community.

Promote Smart, Sustainable Growth:
Apex is growing rapidly, and I want to support initiatives that balance development with livability -- focusing on traffic management, infrastructure planning, and maintaining the town's unique character. My goal would be to help apply analytical tools and scenario modeling to anticipate long-term needs and ensure our growth remains responsible and financially sound.

Advance Digital Efficiency and Citizen Engagement:
I would like to help modernize how the Town communicates and delivers services -- making it easier for residents to access information, provide feedback, and engage with local government. Drawing from my background in building digital systems and automation tools, I'd focus on practical ways to streamline internal workflows and improve the resident experience.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

While I haven't recently volunteered within the Town of Apex, I've long believed in the importance of community-driven service. During my undergraduate studies, I volunteered for hundreds of hours to establish the first water quality monitoring program in the Galápagos Islands. That initiative -- still active more than a decade later -- provides ongoing testing to ensure clean drinking water for both residents and visitors. The experience taught me how data, collaboration, and local partnerships can create sustainable, real-world impact, and it continues to shape how I think about community problem-solving and long-term stewardship here in Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

NA

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 804 **Status:** Submitted **Submitted:** 3/15/2026 8:16 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Louis J Gregus

Pronouns

Preferred First Name

Lou

Spouse/Partner Name (If applicable)

Teresa E Gregus

Phyiscal Address

2107 Abby Knoll Drive, APEX, North Carolina 27502-4307

Mailing Address

2107 Abby Knoll Drive, APEX, North Carolina 27502-4307

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Friend / Neighbor, Facebook, Instagram, Town Employee / Elected Official, Town Email, Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Retired

Current Job Title

Retired

Employer Main Work Telephone Number

9196676744

Employer Onsite Office Location

APEX, North Carolina 27502-4307

Please briefly describe your job function and core duties,

Recently retired after a 17-year career with Fidelity Investments Corporate Real Estate Group, where I functioned as the Global Lead for Project Design and Delivery, Global Lead for Facilities and Operations and the Global Lead for Engineering, Energy and Data Centers (at separate times). In these roles I was responsible for to deliver, maintain and operate the 10 million+ square feet of commercial office, retail and data center spaces that Fidelity used to support its business functions in the US and abroad. Prior to that I served for 20 years the US Navy as a Surface Warfare Officer (specialist in ships, as opposed to submarines or aviation) rising to the rank of Commander before retirement. In various ships and shore stations I was responsible for the ship's tactical missions - including maintaining the ships; training the Sailors, and equipping it with the necessary supplies to deploy around the globe. I completed my time in uniform as the Commanding Officer of Navy Recruiting District Carolinas, where I was responsible for attraction and accessing active and reserve officers and enlisted sailors in all of NC and SC.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I served on Apex Board of Adjustments for three terms from 2008-2017, until I became term limited. I served as Fidelity Investments' representative to the RTP Foundation's Owners and Tenants Committee and was active in the RTP 3.0 Working Group, where we developed a new charter for RTP to ensure it would remain an attractive place for future business to locate and grow.
My work in corporate real estate and the BoA has give me a strong understanding of the work involved to balance competing constituent needs and desires in a growing municipality. My service in my church and the American Legion has helped me see the diversity of requirements across the population base.
Since I have lived in Apex for a long time, and worked in and around real estate and development, I have been able to see the ways our town has grown - intended and otherwise. I've watched our town grow - slowly in the early years because of infrastructure constraints, and then as one of the most rapidly growing towns in the country. I understand fully why Money Magazine has named us one of the "Best Places to Live in the US," more than once.
I want to use that experience to help shape our future. Foundation
My work in corporate real estate and the BoA has give me a strong understanding of the work involved to balance competing constituent needs and desires in a growing municipality. My service in my church and the American Legion has helped me see the diversity of requirements across the population base.
Since I have lived in Apex for a long time, and worked in and around real estate and development, I have been able to see the ways our town has grown - intended and otherwise. I've watched our town grow - slowly in the early years because of infrastructure constraints, and then as one of the most rapidly growing towns in the country. I understand fully why Money Magazine has named us one of the "Best Places to Live in the US," more than once.
I want to use that experience to help shape our future.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Experience: I have a long tenure with the Apex Board of Adjustments and meaningful volunteer service with the RTP Foundation, volunteer with Apex civic organizations and have lived here for decades - I will bring a tenured and balanced perspective to the role.
Commitment: As I mentioned, I am deeply proud of my town and its unique place in the Triangle. If given the opportunity to serve again, I will approach the role with the same strong work ethic and focus that made me successful in military service and my corporate vocation.
Wisdom: Shaped by my experiences, I understand that there are few issues that are truly cut-and-dried. Municipal decision have consequences and ramifications that will often determine winners and losers. And I understand that decisions are not isolated - they are based on prior actions and will have effects on future initiatives. Effective understanding of the text, the subtext and the context are vital for the best decisions to be made at the time necessary.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Planning Board, Board of Adjustments and Transportation Committee: I do not have any platform agenda that I am seeking to steward - This is not the reason I am applying to serve. But if I am able to serve, I hope I can help to shape the major areas of growth for our Town: The Veridia project and NC Children's Hospital developments, Residential and commercial/retail development in the western portions of Apex - towards New Hill and Jordan Lake, and the development within the historic town center. I hope that our growth can provide residences such that everyone who works in Apex can also call it home.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Served on Apex Board of Adjustments (2008-2017). Served on RTP Foundation's RTP 3.0 Covenants Working Group (2004-2005) Member of Apex American Legion Post #124. Helped organize and execute Apex Octoberfest 2024 and 2025.
Have and continue to serve my local church in a variety of capacities: Youth leader, small group leader, facilities coordinator, short term mission leader (led four separate teams to visit missionaries in central America . Coordinated our involvement with Habitat for Humanity neighborhood builds in Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Apex Board of Adjustments - 9 years 2008-2017
RTP Foundation Owners and Tenants Association. RTP 3.0 Covenants Working Group 2024-2025.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Louis J Gregus

Entry #: 831 **Status:** Submitted **Submitted:** 5/30/2026 12:00 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Nirjara Jain

Pronouns

She/Her/Hers

Preferred First Name

Nirjara

Spouse/Partner Name (If applicable)

Phyiscal Address

1730 Pershore Drive, Apex, North Carolina 27502

Mailing Address

1730 Pershore Drive, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As a student, I have written about my passion in public transportation so much that every teacher I have can individually point it out. Multimodal transportation is an active part of my everyday lifestyle, and I aspire to implement a variety of transportation styles for the community I grew up in. Serving on the Multimodal Transportation Advisory Board would let me learn more about multimodal transportation and municipal policy – and it would let me do something I have genuinely always been interested in: continually improving access to all different kinds of transportation.

Through another perspective, music has been running through my veins for generations. In college, I want to study anthropology and partake in musical ensembles. The Arts and Culture board feels like a natural choice for me; living in arts throughout my life has given me a deep respect and care for the kind of rigor that art takes, and I love immersing myself in and analyzing culture. Serving on this board would allow me to put my artistic experience and cultural passion into practice in a way I've never done before: by giving my knowledge to the Town of Apex to improve our lifestyle.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Being on either the Multimodal Transportation Advisory Board or Arts and Culture Board I would need to be fact-based. I have learned through school leadership that it is important to have any decision-making group understand the opinions of the diverse groups of our community. I have experience with public speaking and information synthesis through activities like Model UN and Speech and Debate. With these experiences, I would be able to use my skills to contribute to keeping the group well-organized, and I would make sure that all of my opinions are fact-based.

Working with arts and culture organizations, as well as being in touch with all sorts of people with different access to transportation, I hear from a diverse range of opinions, allowing me to convey the impressions of a particular action on a wide group of people. This would let the multimodal transportation board or the arts and culture board learn from sentiments they don't always necessarily hear.

I am genuinely passionate about both multimodal transportation and arts and culture, and I have done years of both formal and informal research on both of these subjects. As such, I would be able to serve the town by using my care for and knowledge of these topics, combined in such a way that would lead to me being vocal about causes that would be beneficial to the Town of Apex.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Multimodal Transportation Advisory Board:

Make knowledge of multimodal transportation widespread through effective advertisement in targeted places to reach specific populations (e.g. putting informational flyers about bus routes in Apex in businesses in Downtown Apex or in popular gathering places)

Have pedestrian and biking transportation be safer around Apex schools, especially by having increased walkways and school zone lights around schools like Apex Elementary and Apex Friendship High School.

Organize a well-known walk-to-school/bike-to-school day to encourage greater knowledge of different walking and biking routes for kids to take to school.

Arts & Culture Advisory Board:

Having more town-organized events for multicultural appreciation, allowing for a better sense of community and inclusion with everyone in Apex as well as greater appreciation for arts overall.

Giving more highlight to the student arts in Apex schools, whether that be performing or visual arts, especially through featured performances and advertisement. Apex's arts departments are some of the best in the state, and highlighting these achievements would solidify Apex's position as the cultural and artistic center for many students that it is.

Popularizing historic part of Apex like Downtown by continuing to add historic signs and information throughout the city, and actively advertising that historic significance in new ways. This would let the true long-standing nature of Apex shine through.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Volunteering with the Mental Health Task Force in Apex has led to a greater awareness of mental health in the Town of Apex. As well as this, on May 29th, the first Behavioral Health Community Workshop was hosted, with a variety of organization and ideas contributed from all members in the Mental Health Task Force. Taking part in this task force has led me to think about the intersection of mental health and government, and when I attend meetings, I'm able to vocalize my learnings, which have helped the task force meet our end goals.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Town of Apex Mental Health Task Force

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

N/A

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 757 **Status:** Reviewed **Submitted:** 8/22/2025 11:45 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Lawrence T Kevin

Pronouns

He/Him/His

Preferred First Name

Lawrence

Spouse/Partner Name (If applicable)

Phyiscal Address

1628 Salem Village Dr, Apex, North Carolina 27502

Mailing Address

1628 Salem Village Dr, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Meeting in person

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Prefer not to say

Current Employer

Pixel Maestro LLC

Current Job Title

Founder

Employer Main Work Telephone Number

9199990390

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Analog assets to digital transformation. Digital assets repurposed for research, marketing, digital intellectual property management and marketing and communication. NC Public Notary

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

A background in design that emphasized solving business problems of all sizes. Heavy user of public transportation in multiple counties in San Francisco bay area. AC Transit, BART, VTA, Caltrain, Amtrak Capitol Corridor. Esiimate is several hundreds of thousands of miles on public transit. Also have familiarity with disruptive technologies that can change planned development roadmaps dramatically. Graduate of Apex Peak Academy, Salem Village HOA board member, St Mary Magdalene EDGE leader, Apex Friendship Chorus Board member, Apex Middle School BAMCAT Board member.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Knowlege of public transit systems, experience working at Gillig Corporation (bus manufacturer) Assenbly and Engineering Department. Disruptive Technologies (Self Driving Vehicles). Associated Computer Machinery ACM SIGGRAPH Pioneer (SIGGRAPH) is where NVDIA announced, and announces technology break throughs. Familiar with planning and zoning protocols. Worked at Ruckus Wireless that provides foundation equipment and software for Smart Cities.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Research and planning for disruptive transporation technology. Researching and Planning for Smart Cities (traffic and transportation). Stewardship of available funds and grants. Funds allocated to Apex from Wake County Transportation sales tax.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Apex Middle School BAMCAT board. (Chorus/Drama) webmanager, fundraising. The EDGE is a dynamic youth faith formation program open to teens in middle school, grades 7-8. Apex Friendship High Chorus Booster Board, Salem Village HOA Board.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Salem Village HOA < 1 year 2025-Present

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

Yes

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

2023

Have you attended two (2) or more advisory board meetings within the last 12 months?

Yes, I have attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

Non commercial visualization of town of apex development projects. Openmaps author.

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 763 **Status:** Reviewed **Submitted:** 8/26/2025 12:20 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
John M Meadows

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)
Allison Meadows

Phyiscal Address
1105 Elbury Drive, Apex, North Carolina 27502

Mailing Address
1105 Elbury Drive, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Salomon / Amer Sports

Current Job Title

US Business Sales Director, Performance

Employer Main Work Telephone Number

N/A

Employer Onsite Office Location

Ogden, Utah 84401

Please briefly describe your job function and core duties,

I work in strategic brand and market development for a global outdoor sports company, with a focus on running and outdoor active lifestyles. I am the head of the US sales team and develop the go-to-market strategies that connect products with consumers and communities. I identify ways to recruit and engage new audiences with a strong focus on accessibility. I partner with diverse teams across marketing, sales, and product development to align goals and deliver outcomes.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As a citizen of Apex, I want to contribute to building a community where transportation is safe, sustainable, and accessible for everyone. My lived experience as a runner, cyclist, and outdoor enthusiast gives me a firsthand understanding of the importance of multimodal networks that connect people to their neighborhoods, schools, workplaces, and green spaces. I bring both professional expertise and community service experience to this role. I have served in nonprofit capacities, including as a Board Member for Runners for Public Lands. I supported initiatives that connected people to outdoor spaces in equitable and sustainable ways. I have also volunteered with Big Brother Big Sisters, which reinforced in me the importance of creating safe, accessible environments for all ages and backgrounds. I am an advocate for people spending more time outside and in the outdoors. Not just for recreation but as a way to strengthen community, health, and environmental stewardship. I have also spent a lot of time picking up trash and recycling in town and volunteered with the Great Raleigh Cleanup.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Firsthand experience with active transportation.
Professional skills in strategic planning and collaboration.
Commitment to community and sustainability.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Expanding and improving active transportation networks.
Promote safe and sustainable mobility options.
Strengthen community engagement and equity in planning.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

The nonprofits that I previously worked with were not specific to Apex. They're national organizations and I was not specifically working on them in Apex. However, my cleanup efforts have had tremendous impact on the town of Apex. I hypothesis that I have collected thousands of pounds of trash and diverted significant amounts of recycling over the course of the last few years.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

None.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

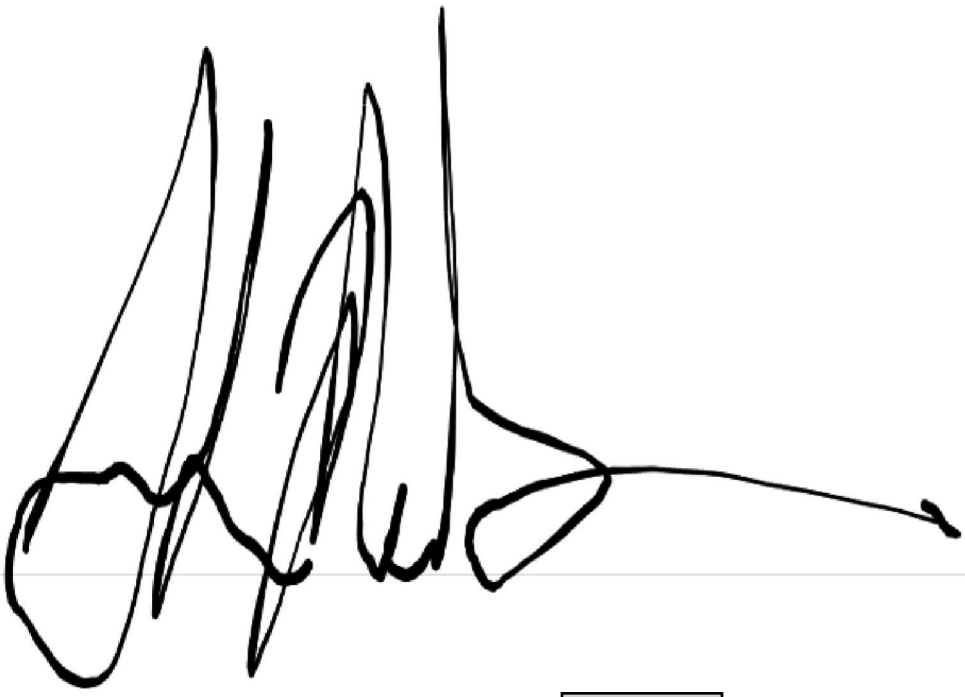
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 813 **Status:** Submitted **Submitted:** 5/20/2026 12:53 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ishak Mohammad

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3413 Dropseed Dr, Apex, North Carolina 27502

Mailing Address
3413 Dropseed Dr, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Private Inc

Current Job Title

Software Solutions Architect

Employer Main Work Telephone Number

3108958691

Employer Onsite Office Location

Durham, North Carolina 27703

Please briefly describe your job function and core duties,

As a Software Architect, my primary function is to serve as a trusted advisor, providing clarity in ambiguity by designing effective and fit-for-purpose software solutions while ensuring strong governance. My core duties include:

Problem Analysis: Identifying and understanding the specific challenges faced by clients or users to develop tailored solutions.
Solution Design: Creating architectural designs that align with business objectives and technical requirements.
Collaboration: Working closely with customers and stakeholders to ensure their needs are understood and addressed through effective software solutions.
Technical Leadership: Guiding development teams in implementing best practices and adhering to architectural standards.
Governance Oversight: Establishing and enforcing architectural guidelines and policies to ensure compliance, security, and quality throughout the development process.
Continuous Improvement: Evaluating existing systems and processes to recommend enhancements and ensure optimal performance.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Living in Raleigh, Durham Area since 2015.
Qualifications: MBA from NC university and Computer-science college degree with 20 years of experience.
Profession: Enterprise/Solutions Architect
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

My interest in serving on the Apex advisory board stems from a deep commitment to community development, supported by my MBA and Computer Science degree, along with 20 years of professional experience, particularly as a Software Architect. In this role, I have honed my skills in system design, technical leadership, and collaborative problem-solving.

As the Architecture Chairman and Vice President of my HOA from 2023 to 2026, I gained valuable leadership and collaboration skills, while my role as Vice President of Public Relations for Toastmasters has enhanced my communication abilities.

Additionally, my extensive volunteer work with various non-profits demonstrates my dedication to serving others and understanding community needs. My unique blend of technical expertise, managerial experience, and passion for community engagement positions me well to advocate for initiatives that benefit all residents of Apex.

Through my architectural experience, I can leverage analytical thinking and a structured approach to decision-making, which will be invaluable in addressing community challenges and promoting sustainable development.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Reason 1: Diverse Experience and Insights
My background in Governance and Architecture equips me with valuable insights and perspectives that can inform the board's decision-making process. I can bring a fresh viewpoint on community issues, utilizing best practices from other contexts to enhance initiatives. This diversity in experience can foster innovative solutions and create well-rounded policies that benefit all residents.

Reason 2: Strong Community Connections
Living in Raleigh, Durham area since 2015. I have established relationships with various community groups, local organizations, and residents, which can facilitate collaboration and engagement. By leveraging these connections, I can ensure that the advisory board remains in touch with the needs and interests of the community. This can lead to increased participation in board initiatives and stronger support for decisions made.

Reason 3: Commitment to Community and Effective Advocacy
My dedication to serving the Town of Apex is unwavering, and I am passionate about advocating for the best interests of our residents. I will work diligently to represent community voices and amplify concerns that might otherwise go unheard. My proactive approach can help the board effectively address community needs, fostering a sense of trust and collaboration between residents and local governance.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

To Keep Apex at Its Peak
Goal 1: Enhance Community Engagement
Develop initiatives to increase participation in local governance, such as town hall meetings and online feedback platforms, ensuring diverse voices are heard.

Goal 2: Improve Local Economic Opportunities
Support local economic development by fostering partnerships with small businesses, advocating for job training, and promoting Apex as an attractive destination for new businesses.

Goal 3: Foster Inclusivity and Diversity
Create programs celebrating diversity, organize cultural events, and establish support networks for underrepresented groups, strengthening community ties.

Goal 4: Improve Infrastructure and Transportation
Prioritize enhancements in transportation, advocate for better public transit, and upgrade community facilities to meet residents' needs and promote economic growth.

Goal 5: Support Education and Youth Programs
Strengthen educational opportunities for youth by collaborating with local schools, promoting mentorship programs, and increasing funding for resources, empowering the next generation.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I'm new to Apex but I have rich previous volunteer experience with several non-profits. Some of them are
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Served as HOA Architecture Chairman and Vice President 2023 to 2026. I was responsible for chairing meetings, making decisions and reviewing 200+ Architecture requests and rendering decision. Also, contributed in beautification projects and safety committees.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 832 **Status:** Reviewed **Submitted:** 5/30/2026 10:40 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Arni Pancras

Pronouns

She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Mailing Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

2200 Hillsborough St, Raleigh, NC 27607, North Carolina 27607

Please briefly describe your job function and core duties,

Currently in 3rd year of College at NCSU studying environmental engineering

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am applying to serve on the Multimodal Transportation Advisory Board, Planning Board, Environmental Advisory Board, and Parks and Recreation Advisory Board because each connects strongly with my background in engineering, infrastructure, sustainability, public service, and community development. I am especially interested in helping Apex grow in a way that is thoughtful, connected, environmentally responsible, and beneficial to residents of all ages. As an environmental engineering student at NC State, I have developed a strong foundation in water quality, wastewater systems, sustainability, and infrastructure planning. I was also selected as a 2025 Undergraduate Engineering Scholar by the ASHE Carolina Triangle Section, which connects directly to transportation and infrastructure and strengthened my interest in how communities plan safe, efficient, and accessible transportation systems.

My experience also matches the responsibilities of the other boards I am applying for. Through my research assistant role at NC State, I collect and process water samples to support freshwater contamination research, which connects to environmental protection and public health. As a summer research intern at UNC Charlotte, I studied water conservation, wastewater management, stormwater/wastewater best practices, stakeholder perspectives, equity, cost, and implementation challenges, which connects to planning, environmental sustainability, and responsible growth. My experience with the U.S. EPA gave me additional exposure to research, lab procedures, quality control, and environmental science. I also bring community leadership experience from Wake County 4-H Teen Council, where I served as Vice President and Secretary, helped coordinate county-wide events, and supported youth programs. In addition, my YMCA experience working with children and families connects to parks, recreation, and community programming. These experiences allow me to bring a technical, service-oriented, and younger resident perspective to Apex's advisory boards.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

First, my academic and research background in environmental/civil engineering would allow me to contribute a strong sustainability-focused perspective. I have experience with water quality research, wastewater management, water conservation, and environmental best practices, which aligns well with Apex's goals around responsible growth and environmental stewardship.

Second, I would bring a younger resident's perspective to town decision-making. Apex is growing quickly, and decisions about transportation, parks, land use, and environmental protection will affect younger residents for decades. I can help represent the perspective of students, young adults, and future professionals who want Apex to remain livable, connected, and environmentally responsible.

Third, I have experience working with both technical and non-technical groups. Through research, 4-H leadership, the YMCA, and a couple more public-facing jobs, I have learned how to communicate clearly, listen to community needs, and work collaboratively. I believe this would help me contribute respectfully and effectively in meetings, discussions, and recommendations.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My first goal would be to support environmentally responsible growth in Apex. As the town continues to develop, I would like to help encourage decisions that protect water quality, preserve green space, reduce environmental impacts, and promote sustainable infrastructure.

My second goal would be to improve community awareness and engagement, especially among younger residents. I would like to help make environmental, transportation, planning, and parks-related discussions more accessible so residents understand how town decisions affect their daily lives.

My third goal would be to support a more connected and resilient Apex. This includes encouraging safe walking and biking options, thoughtful park and greenway planning, and development decisions that balance growth with environmental protection and quality of life.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most meaningful volunteer experiences has been my involvement with Wake County 4-H Teen Council, where I served as Vice President from 2023 to 2024 and Secretary from 2022 to 2023. In these roles, I helped coordinate events, support youth programs, take and distribute meeting minutes, and participate in community-centered activities such as the NC State Fair, mental health walks, STEAM camps, and council meetings.

This positively contributed to the Wake County (including Apex) community by supporting youth leadership, education, service, and civic engagement. It helped create opportunities for younger students to learn, participate in community events, and build confidence. It also helped me grow as a leader and taught me the importance of organized, responsible service to the community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not previously served on a formal Town of Apex governmental board. However, I served in leadership roles with Wake County 4-H Teen Council for several years as a member, and then as Secretary from 2022 to 2023 and Vice President from 2023 to 2024. Through this experience, I participated in organized meetings, helped coordinate county-wide events, supported youth programming, and developed skills in leadership, communication, public service, and collaboration.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

18 to 29

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 760 **Status:** Reviewed **Submitted:** 8/22/2025 2:22 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Michael B Poythress

Pronouns

Preferred First Name

Brandon

Spouse/Partner Name (If applicable)

Andreina Rodriguez Poythress

Phyiscal Address

2705 Richardson Road, Apex, North Carolina 27502

Mailing Address

2705 Richardson Road, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Zebra Recovery, LLC

Current Job Title

CEO

Employer Main Work Telephone Number

9197527111

Employer Onsite Office Location

Sanford, North Carolina 27330

Please briefly describe your job function and core duties,

As CEO of Zebra Recovery, I lead a North Carolina–based company that provides housing, logistics, and support services during disaster response and recovery. My responsibilities include setting strategic direction, managing large-scale projects, and coordinating the safe movement of people, vehicles, and equipment under challenging conditions. I work closely with government agencies, utilities, and community partners to ensure projects are completed efficiently, safely, and with lasting positive impact. A large part of my role is problem-solving, planning for complex operations, and building strong relationships with both clients and local communities. This combination of leadership, logistics expertise, and community engagement gives me valuable perspective on how infrastructure and transportation decisions affect families, workers, and neighborhoods.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in serving on the Apex Multimodal Transportation Committee because I believe safe, efficient, and inclusive transportation is foundational to the long-term growth and livability of our community. As both a resident and a business owner, I have seen firsthand how infrastructure decisions impact families, workers, and local businesses.

Professionally, I bring more than a decade of experience in logistics, planning, and project management. My work often involves coordinating the movement of people, vehicles, and equipment under challenging conditions, which has given me a strong appreciation for how transportation networks must balance safety, reliability, and accessibility. I also have direct experience in site planning and evaluating how traffic flow, pedestrian access, and parking interact in both urban and suburban settings.

As a parent raising children here in Apex, I am personally invested in ensuring that transportation options are safe and accessible for all residents — from walking and biking routes for students, to road safety for families, to long-term planning that supports sustainable growth.

I believe my combination of lived experience, professional background in logistics and infrastructure, and commitment to our community would allow me to make a meaningful contribution to the Committee's work.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Practical Logistics and Infrastructure Experience – My work leading disaster recovery and large-scale logistics operations has given me strong skills in planning the safe and efficient movement of people, vehicles, and equipment. I can bring this real-world perspective to evaluating and improving Apex's multimodal transportation strategies.

Commitment to Community and Safety – As a parent and Apex resident, I am personally invested in ensuring that transportation options are safe, accessible, and family-friendly, whether for children walking or biking to school, commuters on local roads, or seniors needing reliable transit.

Strategic Planning and Partnership Building – As CEO, I routinely collaborate with public agencies, utilities, and private partners to deliver complex projects. I can use those skills to help Apex strengthen its transportation planning, foster partnerships, and ensure decisions are made with both immediate needs and long-term growth in mind.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Improve Safety and Accessibility – Advocate for safer walking and biking routes, especially around schools and neighborhoods, to ensure children and families can move safely throughout Apex.

Support Balanced Growth – Help plan transportation options that keep pace with the Town's growth, ensuring roadways, sidewalks, and transit are designed to reduce congestion and improve connectivity.

Promote Multimodal Solutions – Encourage a mix of transportation choices, including pedestrian, bicycle, public transit, and vehicle options, to make Apex more connected, sustainable, and resilient for the future.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I currently volunteer at my local church and as a company we contribute to communities in North Carolina routinely.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I do not have experience on other governmental boards. I think I would bring a fresh, truly representative point of view to the board with a vested interest in the progression of Apex as a town/community.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 761 **Status:** Reviewed **Submitted:** 8/22/2025 5:24 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ewan Pritchard

Pronouns
He/Him/His

Preferred First Name
Ewan

Spouse/Partner Name (If applicable)
Crystal Pritchard

Phyiscal Address
323 N Salem St, Apex, North Carolina 27502

Mailing Address
323 N Salem St, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

CLEAResult Energetics

Current Job Title

Chief Subject Matter Expert, Electric Transportation

Employer Main Work Telephone Number

1(410)290-0370

Employer Onsite Office Location

Columbia, Maryland 21046

Please briefly describe your job function and core duties,

I am a Mechanical Engineer with a PhD. I consult with organizations internationally on vehicle electrification and evaluation of vehicle electrification plans. I work closely with the Department of Energy, National Labs, Electric Utility and major municipalities to develop plans and evaluate the environmental, societal, and financial performance of these systems.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I live on Salem Street and am verry active in the community and have lived in downtown since 1999 and in Apex ETJ since 1985 as a youth with my parents when we moved from Cary. I have served on the Public Art Committee for years, but felt it was time to switch things up and get some new energy on the committee so I stepped down. I am very interested in our greenways and how they interact with each other along with roadway designs and our relationship with the state DOT both with traffic flow and with pedestrian crossings. I have strong interest in the rail line running through town and believe it can play a strong role in our sustainable growth.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I have expertise in all modes of transportation as well as a practical knowledge of how to accomplish realistic goals.
2. I have significant networking abilities on a regional, state, and federal scale and can likely help the town achieve realistic non-partisan goals through networking.
3. I am volunteering my time because as a resident, I care about Apex. I have both tenure and expertise to play a role in finding creative solutions to difficult challenges.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Prioritize working with NC DOT to integrate pedestrian throughways under/over major roadway projects (55, US64, US1).
2. Work with the town to evaluate and assemble various data streams to help prioritize and inform stakeholders of the challenges and opportunities of various approaches.
3. Ensure Apex has a multimodal pathway to allow all citizens to easily travel to and from desired destinations for productive means rather than just for recreation. As an example, downtown has a perceived parking problem, but it is equally likely that citizens only feel they can get to downtown in a personal vehicle. I would like to observe the various means people can get into and out of downtown - especially focusing on a tunnel under 55 during the upcoming expansion between the Town Municipal Services Center and Apex Jaycee Park.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I served on the Apex Public Art Committee for nearly six years. In that time I played various roles in making the Sculpture walk successful, including managing all of the community input. I have served in numerous volunteer leadership positions in my 25+ year professional tenure and in all of those positions I have served collaboratively, thoughtfully, and practically. I believe I will be a valuable asset to the board.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have served on the board of NC GreenPower for nearly 10 years and as the Vice Chair for nearly three - this is a position appointed by the NC Utilities Commission. I have served on the Apex Public Art Committee for nearly six.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Ewan Pritchard

Entry #: 759 **Status:** Reviewed **Submitted:** 8/22/2025 1:04 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Martha L Rodgers

Pronouns
She/Her/Hers

Preferred First Name
Molly

Spouse/Partner Name (If applicable)

Phyiscal Address
1009 Oakgate Ct, Apex, North Carolina 27502

Mailing Address
Same, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Retired

Current Job Title

Retired

Employer Main Work Telephone Number

Na

Employer Onsite Office Location

NA, North Carolina 27502

Please briefly describe your job function and core duties,

I was the Director of Human Resources and Administration for the NC Housing Finance Agency.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am a strong advocate for my community. Apex is a great place to live and I want it to keep being a great place. Traffic is getting worse every day, so whatever we can do to help ease it and to help people get around town easier, would be wonderful.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I walk around town frequently. We need to make sure we stay walkable.
2. Biking is a great means of transportation so we need to encourage it with safe ways to bike.
3. I enjoy riding the Apex bus and hope to increase its use through the community.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Whatever we can do to get some cars off the road, to encourage walkable Apex, to increase bus ridership, and to safely encourage biking.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I was on the Town of Apex Affordable Housing Advisory Board and prior to that was on the Affordable Housing development group. I think together we made some great strides and now have Town employees dedicated to advancing affordable housing.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

In addition to the above, I was twice elected to Fredonia, NY School Board.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Martha Rodgers

Entry #: 762 **Status:** Reviewed **Submitted:** 8/25/2025 1:05 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Saket Jain

Pronouns

He/Him/His

Preferred First Name

Saket

Spouse/Partner Name (If applicable)

Phyiscal Address

1979 Custom Lane, Apex, North Carolina 27502

Mailing Address

11010 Lake Grove Blvd, STE 100-186, Morrisville, North Carolina 27560

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB)

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Self Employed

Current Job Title

CEO and Founder

Employer Main Work Telephone Number

703-380-2020

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

I am the Founding Partner of Scalpel Ventures, a venture capital firm that invests in early-stage healthcare and musculoskeletal innovation. My core duties include evaluating investment opportunities, advising portfolio companies on strategy and operations, and working with industry experts to help bring medical technologies to market. In addition, I lead business development, manage investor relations, and guide overall fund strategy. My role requires balancing long-term vision with practical execution, skills I believe are transferable to civic service and community planning.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am deeply interested in serving on the Multimodal Transportation Advisory Board because I believe safe, accessible, and sustainable transportation options are foundational to the health and vitality of a community. As both a business leader and a parent of a school-aged child, I have a personal stake in ensuring that Apex continues to grow as a town where families can confidently walk, bike, and use transit.

My professional background has trained me to analyze complex systems, anticipate future needs, and bring stakeholders together to solve problems. I would bring this systems-level perspective to the board. Additionally, I have lived experience as a parent navigating daily commutes, school drop-offs, and community activities — experiences that reinforce the importance of safe sidewalks, connected bike lanes, and reliable transit.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. Strategic Planning Expertise – My work in venture capital and business coaching has given me extensive experience in evaluating priorities, weighing tradeoffs, and planning for long-term growth. I can contribute structured thinking to transportation planning.

2. Community-Focused Perspective – As a resident and parent, I understand firsthand the importance of safe routes for children, walkable neighborhoods, and connected greenways that serve both recreation and mobility.

3. Stakeholder Engagement – I have experience building alignment between diverse stakeholders (investors, entrepreneurs, medical leaders) and can apply those skills to bringing together community voices, town leadership, and regional partners.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Expand Safe Routes to Schools – Advocate for infrastructure that allows children to bike or walk safely to schools, parks, and community centers.

2. Promote Connectivity – Support projects that connect Apex's sidewalks, bike lanes, and trails into a seamless network, reducing gaps that discourage use.

3. Encourage Community Awareness – Help raise awareness about multimodal transportation options in Apex, ensuring residents understand how biking, walking, and transit can improve quality of life and sustainability.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Much of my community involvement has centered on supporting youth and family-focused activities. I regularly volunteer through my daughters' school, Thales Academy and Cary Academy, and participate in local community events that encourage family engagement and wellness. Through these efforts, I have contributed to building stronger connections among families and reinforcing the values of safety, health, and education within the broader Apex community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not yet served on a governmental board. I see this as a strength, as I bring a fresh perspective, professional expertise, and a commitment to civic service without preconceived notions or entrenched positions.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

46 to 55

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 803 **Status:** Reviewed **Submitted:** 3/12/2026 9:26 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Christopher R Shealey

Pronouns

He/Him/His

Preferred First Name

Ryan

Spouse/Partner Name (If applicable)

Phyiscal Address

530 Old Mill Village Dr, Apex, North Carolina 27502

Mailing Address

Same, Same, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Email, Peak Weekly Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Extron

Current Job Title

Senior DevOps Engineer

Employer Main Work Telephone Number

(919) 850-1000

Employer Onsite Office Location

Raleigh, North Carolina 27502

Please briefly describe your job function and core duties,

Create a test framework for fellow engineers to follow when testing feature work.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I believe walkable towns and cities are once again our future for urban living. For almost a decade I have tried to learn everything I can about cities and how they are developed. I would like to take what I have learned and advise the town on how we grow smart land use.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. As someone who does not own a car and bikes everywhere, I can provide a lived experience on what it is like to walk and bike around Apex every day.

2. I personally have riden local busses and Amtrak trains in NC, and can provide feedback on how Apex can shape their mobility hub.

3. I live within walking distance to Town Hall. I will advocate for increased pedestrian safety for the town, because it not only affects visitors of the town but me personally as well.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. My goal is to reach all of those in Apex that want to live car free or car light, and advise town officials on how incremental development can reach that goal.

2. I am driven to educate town officials on the power of induced demand, and how endless road widening is not the answer. I believe if more pedestrian focused infrastructure was built, not only would more people walk, less money would be required to build huge roads.

3. I know the town is doing everything they can to make Apex the best it can be, but some change may require marketing. I would enjoy educating the citizens of Apex on good urban living, and avoid the hill of hysteria as much as possible.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I am an avid member of Strong Towns Raleigh, and have avocated for dense walkable development that provides economic vitality. I filled out the Strong Towns Finance Decoder for several towns in Wake County including Apex. I also posted House Bill 369 to the Parking Reform Network.

View the map on this site to see the filled out decoders for all available towns.
https://www.strongtowns.org/decoder

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not spent any time on a government board.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

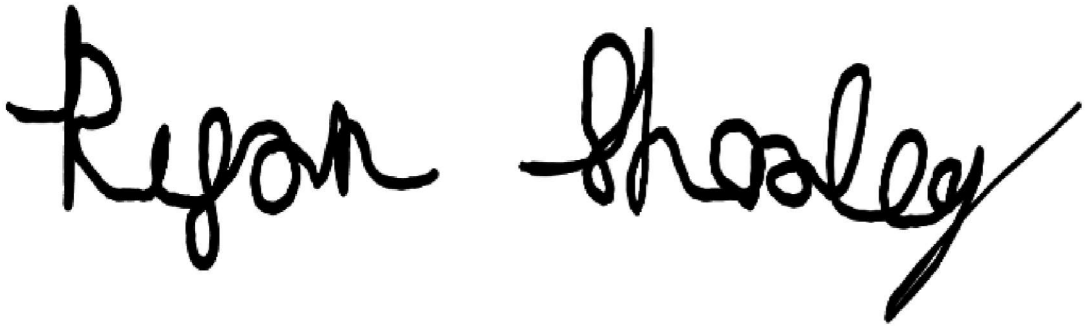
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 773 **Status:** Submitted **Submitted:** 9/3/2025 9:51 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ritika Tadishetti

Pronouns
She/Her/Hers

Preferred First Name
Ritika

Spouse/Partner Name (If applicable)

Phyiscal Address
2507 Silas Peak Ln, Apex, North Carolina 27523

Mailing Address
2507 Silas Peak Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)
Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?
Apex Youth Council

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education
Youth Representative (Currently in High School)

Current Employer
N/A

Current Job Title
none

Employer Main Work Telephone Number
N/A

Employer Onsite Office Location
Apex, North Carolina 27523

Please briefly describe your job function and core duties,
N/A

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am eager to serve because I believe youth voices are essential in shaping Apex's future — especially in areas like growth, sustainability, and transportation, where today's decisions will affect my generation for decades to come. As a student, I experience the impact of town planning every day: how safe crosswalks are, whether biking routes are accessible, and how green spaces create gathering places for friends and families. I want to take those lived experiences and translate them into actionable input that helps Apex grow responsibly and inclusively.

My qualifications combine civic engagement, leadership, and research-driven problem solving:

Civic Engagement & Community Representation: As a member of the Apex Youth Council (2025–Present), I help plan and execute community projects, volunteer events, and local outreach initiatives. I collaborate with town staff and peers to ensure that programs reflect the community's needs, including logistics for volunteer cleanups, cultural events, and public forums.

Leadership & Project Management: I founded and led an Odyssey of the Mind team that reached the World Finals three years in a row, managing sponsorships, budgets over $11,000, and coordinating travel and event planning. This experience taught me how to lead complex projects, resolve conflicts, and make strategic decisions — skills directly transferable to serving on a board that reviews development and policy proposals.

Research & Analytical Skills: Through Duke Pre-College Neuroscience and STEM research projects — including a Python-based project monitoring structural health of bridges — I have developed skills in analyzing data, designing experiments, and presenting actionable insights. These experiences give me [illegible] approach town planning, sustainability, and

transportation proposals with evidence-based reasoning.

Volunteerism & Local Impact: I have contributed over 100 volunteer hours to Apex and the surrounding community, including Adopt-A-Highway cleanups, Durham Food Bank service, and large-scale cultural events such as Holi, Dhoom Dham Dhawat, and Bathukamma (2,000+ attendees). I also mentored middle school students in STEM, tutored peers in math, and helped coordinate community service projects — all of which strengthened local engagement and helped make Apex a cleaner, safer, and more connected community.

Civic Leadership Beyond the Board: As an active member of Rhizome, I worked on youth civic campaigns and initiatives to encourage participation in local governance, helping residents understand how their voices can shape town decisions. These experiences have given me perspective on bringing together diverse viewpoints and building programs that have tangible impact for Apex.

Together, these experiences give me the communication skills, problem-solving mindset, and long-term perspective needed to represent youth voices and help shape Apex's future in a thoughtful and balanced way.

As a student who thrives on listening, learning, and leading, I believe the voices of youth hold the power to inspire real, meaningful change — especially in shaping the community we will inherit. Serving on these boards would allow me to be that bridge between students and town leadership.

In Apex, our student population is incredibly diverse in culture, language, and experience — yet many of those perspectives are missing when development proposals are reviewed, environmental policies are discussed, or transportation plans are created. Some of the most important voices are not the loudest — they are the ones we don't hear because they don't yet feel invited to the table. Whether it's a student who feels unsafe biking to school, someone who wishes their neighborhood had more green space, or a classmate who cares deeply about sustainability but doesn't know how to act, their ideas matter.

I know what it feels like to be quiet and hesitant to share opinions — I used to be that student. Over time, I learned that change starts with speaking up, leading projects, and creating space for others to be heard. If selected, I will make it my mission to amplify these unheard voices and bring them into the conversation.

If selected for the Planning Board, I will advocate for youth-friendly, walkable neighborhoods and spaces where students can feel safe and connected.

If selected for the Environmental Advisory Board, I will champion sustainability education, green initiatives, and programs that empower students to take action on climate issues that affect their future.

If selected for the Multimodal Transportation Advisory Board, I will bring forward real student concerns about crossing safety, bike access, and equitable transportation options so youth can get around Apex independently and safely.

Below is a link to my resume:
https://docs.google.com/document/d/1jcRHmgWFbFHG4uLA7qbkTjliAMwH07c7bbBb2aeSm14/edit?usp=sharing

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I bring a forward-looking youth perspective that is rooted in real experience.
As someone who walks Apex's streets, uses its parks, and depends on safe transportation routes every day, I can offer insight into how current and future developments affect students and families. Whether we are reviewing a rezoning proposal, discussing bike path improvements, or considering sustainability initiatives, I can speak to how these decisions will shape the lives of my generation — the people who will inherit this community.

2. I focus on solutions that are practical, inclusive, and future-ready.
My goal is not just to participate in discussions but to help shape recommendations that work for everyone — students, families, and long-term residents alike. I believe the best ideas come from considering multiple perspectives and balancing creativity with feasibility. I will approach every proposal by asking: Will this make Apex safer, more connected, and more sustainable 5, 10, and 20 years from now? This mindset helps ensure that decisions we make today benefit the entire community well into the future.

3. I offer a problem-solving mindset and a collaborative approach.
From leading teams to tackling complex challenges, I have learned to find common ground and work toward shared goals. I approach every challenge by asking, "How can we make this better for everyone?" and am committed to helping the board reach decisions that balance innovation, practicality, and community well-being.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Walkable & Accessible Development Checklist
Create a checklist for the board to consider during rezoning and development reviews — including safe crossings, lighting, green space, and public gathering areas — so every resident benefits from thoughtful planning.

2. "Future Apex" Vision Map
Design a collaborative map where residents can indicate where parks, bike lanes, or other community improvements are needed. Present these findings to help guide long-term planning decisions.

3. Interactive Community Input Nights
Host engaging planning events with visual boards, model-building stations, or virtual simulations of proposed developments, allowing residents to visualize changes and provide informed feedback.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Apex Youth Council (2025–Present): Contributed to planning and outreach for community service projects and civic engagement efforts. This work increased youth turnout at volunteer events and created direct lines of communication between students and town staff. My participation helped shape youth programming that reflected student availability and interests.

Adopt-A-Highway (Davis Drive) & Durham Food Bank: Participated in cleanups and food distribution that directly improved local cleanliness and food security resources accessible to Apex residents.

Large cultural event support (Holi, Dhoom Dham, Bathukamma) — 2,000+ attendees: Helped coordinate and participated volunteer teams so cultural celebrations ran smoothly and safely, strengthening community cohesion and representing Apex's diverse population.

Math tutoring & STEM mentoring: Provided one-on-one help and mentorship to students, improving academic confidence and building a volunteer pipeline of motivated youth who then participated in Apex activities.

Collectively, these efforts increased volunteer engagement, supported local service delivery, and helped build trust between young residents and town staff.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Apex Youth Council — Member (2025–Present).
This board experience gives me direct familiarity with municipal processes, meeting cadence, community outreach expectations, and the practicalities of turning community feedback into board recommendations. (If asked to list other boards, I have not served on additional municipal boards beyond the Apex Youth Council.)

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?
Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?
No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for
less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?
No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?
No

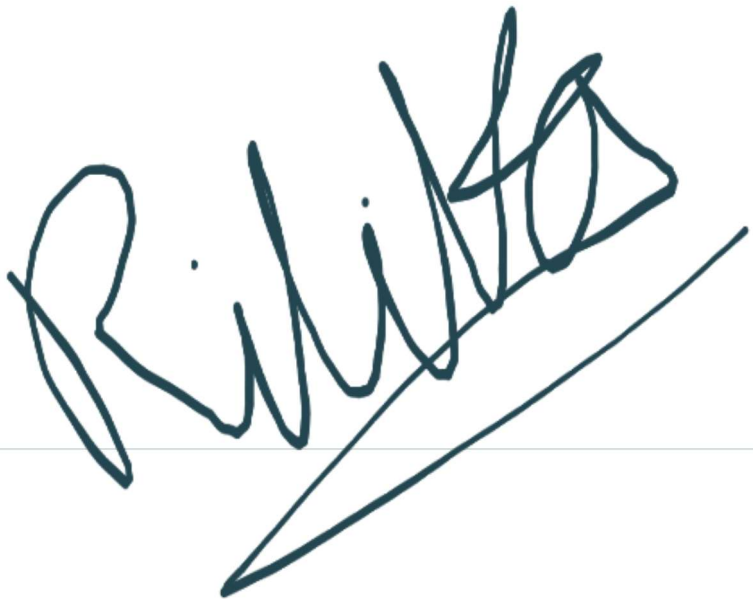
If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?
Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 749 - Multimodal Transportation Advisory Board **Status:** Submitted **Submitted:** 8/1/2025 4:15 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

William R Waldorf

Pronouns

Preferred First Name

Bob

Spouse/Partner Name (If applicable)

Phyiscal Address

310 Glaston Court, Apex, North Carolina 27502

Mailing Address

310 Glaston Court, Apex, North Carolina 27502

Email

bob1946@mail.com

Mobile Phone

(727) 320-6100

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

No

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Retired

Current Job Title

Retired

Employer Main Work Telephone Number

7273206100

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Retired professional in business setup and administration
Former candidate for City of Debary

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I view issues from a user prospective with a financial reasoning

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Being a part time resident to compare with different cities
Understanding financial considerations in achieving goals
Being a user of city offerings allowing to have a consumer view point

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Road conditions
Road management
Road sign management

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

None for the town of Apex

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Advisory board of City of Debary 1999

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

No, I have not read the current scope of responsibilities assigned to my preferred board

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

None

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I rent my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

No

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

No

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

No

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
CAAB	Broadnax	Jessica	New	CL	BOA, EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Famolare	Christy	New	CL	PRAB	**JKG**	**TM**	AZ	**EG**	**SR**	SM	**3**
CAAB	Harrien	Darryl	Reappoint	CL	PRAB	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Mohammad	Ishak	New	CL	BOA, EAB, MTAB, PB	JKG	TM	AZ	EG	SR	**SM**	**1**
CAAB	Premlata	Vaishnava	New	CL	BOA, EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Prendes	Amie	New	CL	N/A	**JKG**	TM	**AZ**	EG	SR	SM	**1**
CAAB	Schultz	Erin	New	CL	N/A	JKG	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Shoyoye	Adesiyan "Shiyan"	New	CL	PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Chappidi	Sathvika	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Corsetti	Julianna	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
CAAB-Youth	Jain	Nirjara	New	CL	MTAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Koshti	Ritu	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**1**
CAAB-Youth	Linson	Makyia	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Liu	Angela	New	CL	EAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Andrady	Alana	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Green	Alexis	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Linson	Makyia	New	CL	CAAB	JKG	TM	AZ	**EG**	SR	SM	**1**
EAB-Youth	Liu	Angela	New	CL	CAAB, PRAB	**JKG**	**TM**	AZ	EG	**SR**	**SM**	**3**
EAB-Youth	Pancras	Arni	New	CL	MTAB, PB, PRAB	JKG	TM	**AZ**	EG	SR	SM	**1**
EAB-Youth	Singareddy	Vishwacq	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Strobl	Graham	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Bacola	Robert	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Gerhard	William "Billy"	**Other**	CL	BOA, EAB, PB	JKG	**TM**	**AZ**	EG	SR	SM	**2**
MTAB	Gregus	Louis	New	CL	BOA, PB	**JKG**	TM	AZ	**EG**	SR	SM	**1**
MTAB	Jain	Nijara	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Lawrence	Kevin	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Meadows	John	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Poythress	Michael	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Pritchard	Ewan	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Rodgers	Martha	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Saket	Jain	**Other**	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Shealey	Christopher	New	CL	PB	JKG	TM	AZ	EG	**SR**	**SM**	**2**
MTAB	Waldorf	William	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Bang	Elizabeth	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Kadari	Samiksha	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
MTAB-Youth	Pancras	Arni	New	CL	EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Tadishetti	Ritika	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**

08/24/2026
Prepared by Town Clerk Allen Coleman

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
PRAB	Baber	Robert	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Broadnax	Jessica	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Croom	Jeremy	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Famolare	Christy	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB	McQuaig	Jessica	New	CL	EAB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Shoyoye	Adesiayn "Shiyan"	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Herbst	James "Jim"	New	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB-Senior	McClellan	Beverly	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Staiano	Adriana	New	CL	BOA, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB-Youth	Liu	Angela	New	CL	CAAB, EAB	JKG	TM	**AZ**	EG	SR	SM	**0**
PRAB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PB	**JKG**	**TM**	AZ	**EG**	**SR**	**SM**	**4**
PRAB-Youth	Rao	Adhvick	Reappoint	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Bang	Elizabeth	New	CL	EAB, MTAB	JKG	**TM**	AZ	EG	SR	SM	**1**
PB-Youth	Cook	Kaleb	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Dickerson	Maxwell "Max"	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**0**
PB-Youth	Jesperson	Nathan	New	CL	N/A	**JKG**	TM	**AZ**	**EG**	**SR**	**SM**	**4**
PB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Tadishetti	Ritika	New	CL	EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**

LEGEND	
	Nominations
Other	Currently Appointed to Another Board / Serving

08/24/2026
Prepared by Town Clerk Allen Coleman

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A) Motion to reappoint Robert Baber to the Parks and Recreation Advisory Board (PRAB) for a two-year term effective July 1, 2026 through June 30, 2028 (1st Full Term).

B) Motion to reappoint Jeremy Croom to the Parks and Recreation Advisory Board (PRAB) for a two-year term effective July 1, 2026 through June 30, 2028 (2nd Full Term).

C) Motion to appoint an individual to serve in the Senior 55+ position on the Parks and Recreation Advisory Board (PRAB) for a two-year term effective July 1, 2026 through June 30, 2028 (Full Term). This individual replaces Mary Lee Blatchford who is not seeking reappointment.

D) Motion to appoint an individual to serve in the Non-Voting Youth Representative Position on the Parks and Recreation Advisory Board (PRAB) for a one-year term effective July 1, 2026 through June 30, 2027. This individual replaces Adhvick Rao who is not seeking reappointment.

Approval Recommended?

Mayor Jacques K. Gilbert recommends the following individuals:

- Robert Baber – Reappointment
- Jeremy Croom – Reappointment
- James "Jim" Herbst – New Appointment – Senior Member Position Category
- Arni Pancras – New Appointment – Youth Representative

Item Details

Both current members, Mr. Robert Baber and Mr. Jeremy Croom as seeking reappointment consideration and do not have any attendance violations. Mrs. Mary Lee Blatchford has served on a the Board several terms and is not seeking reappointment to the Board. The Town Clerk's Office worked with the Senior Center and Communications staff to advertise the Senior representative position and a total of four (4) qualified applications were received. Mr. Adhvick Rao will complete his first term on June 30, 2026 and has been unresponsive on his desire to seek reappointment. Individuals denoted with an asterisk (*) are current members seeking reappointment.

A total of **thirteen (13) applications** were received for appointment consideration, and they are (in alphabetical order by last name):

- **Baber, Robert*** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Broadnax, Jessica** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Croom, Jeremy*** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Famolare, Christy** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Herbst, Jim** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position and Voting Senior Representative Position
- **Liu, Angela** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **McClellan, Beverely** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position and Voting Senior Representative Position
- **McQuaig, Jessica** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Mohammad, Ishak** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position and Voting Senior Representative Position
- **Pancras, Arni** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Rao, Adhvick** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Shoyoye, Adesiyan "Shiyan"**– Corporate Limits Resident – Eligible for Voting Over 18 Representative Position
- **Staiano, Adriana** - Corporate Limits Resident – Eligible for Voting Over 18 Representative Position and Voting Senior Representative Position

The Parks and Recreation Advisory Board (PRAB) serves in an advisory capacity to department staff and the governing body, providing recommendations on parks and recreation matters in the Apex community. The board also reviews and makes recommendations on public recreation requirements for proposed residential developments and provides input on long range plans related to parks and recreation.

The Parks and Recreation Advisory Board (PRAB) shall consist of nine (9) voting members and one (1) non-voting youth representative as defined by the Resident Advisory Board Administrative Policy. All members shall be recommended by the Mayor and appointed by the Town Council. Members shall be appointed for two-year (2) terms, except the nonvoting youth representative which shall have a term of one-year.

<u>Attachments</u>

- TC4-A1: Applicants at A Glance – Parks and Recreation Advisory Board (PRAB) w-applications
- TC4-A2: Nomination Summary by Councilmember – Multiple Boards – As of August 25, 2026

APEX 1873 NORTH CAROLINA

PARKS AND RECREATION ADVISORY BOARD

APPLICANTS AT A GLANCE

Requested Action(s):

A. Recommendations are needed fill two (2) positions on the Parks and Recreation Advisory Board (PRAB) both positions serving two-year terms from July 1, 2026 through June 30, 2028. The following candidate is eligible for reappointment:

- Baber, Robert – *confirmed interest in being reappointed*
- Croom, Jeremy – *confirmed interest in being reappointed*

B. Recommendations are needed to fill one (1) senior position (55+) on the Parks and Recreation Advisory Board (PRAB) serving a two-year term from July 1, 2026 through June 30, 2028.

- Blatchford, Mary Lee – *not seeking reappointment*

C. Recommendations needed to fill one (1) youth non-voting representative on the Parks and Recreation Advisory Board (PRAB) serving one-year term expiring June 30, 2027.

- Rao, Adhvick – *has not confirmed interest in being reappointed*

APPLICANTS AT A GLANCE - CURRENT

Position No.	Member(s)	Status	Resident Status	Notes
PRAB-005	Baber, Robert	1st Term/Partial - Term through June 30, 2026	Corporate Limits	Seeking Reappointment
PRAB-003	Blachford, Mary Lee	Current Active Senior 55+ Member	Corporate Limits	Not Seeking Reappointment

PRAB--002	Croom, Jeremy	Current Active Member	Corporate Limits	Seeking Reappointment
PRAB-010	Rao, Adhvick	Current Youth Non-Voting Rep.	Corporate Limits	Not Confirmed Interest

APPLICANTS AT A GLANCE – NEW APPLICANTS

Applicant(s)	Status	Resident Status	Notes
Broadnax, Jessica	NEW	Corporate Limits	Eligible for Appointment
Famolare, Christy	NEW	Corporate Limits	Eligible for Appointment
Herbst, James "Jim"	NEW	Corporate Limits	Eligible for Senior 55+ Appointment
Liu, Angela X	NEW	Corporate Limits	Eligible for Non-Voting Youth Rep.
McClellan, Beverly	NEW	Corporate Limits	Eligible for Senior 55+ Appointment
McQuaig, Jessica	NEW	Corporate Limits	Eligible for Appointment
Mohammad, Ishak	NEW	Corporate Limits	Eligible for Senior 55+ Appointment
Pancras, Arni	NEW	Corporate Limits	Eligible for Non-Voting Youth Rep.
Shoyoye, Adesiyan "Shiyan"	NEW	Corporate Limits	Eligible for Appointment
Staiano, Adriana	NEW	Corporate Limits	Eligible for Senior 55+ Appointment

APPLICATIONS ELIGIBLE FOR RE-APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	**Status**	**Residency**
Baber, Robert	1st Term / Partial	Corporate Limits
Croom, Jeremy	Current Active Member	Corporate Limits

Entry #: 734 - Parks and Recreation Advisory Board **Status:** Submitted **Submitted:** 5/5/2025 3:44 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Robert Baber

Pronouns

He/Him/His

Preferred First Name

Rob

Spouse/Partner Name (If applicable)

Mary Baber

Phyiscal Address

1109 S Alodie Ct, Apex, North Carolina 27502

Mailing Address

1109 S Alodie Ct, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Parks and Recreation Advisory Board

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Associates Degree

Current Employer

Self employed

Current Job Title

Owner/Realtor

Employer Main Work Telephone Number

9197445828

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Buy and sell real estate

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I raised 4 boys that actively participated with Apex Parks and Rec for over 20 years. I have also personally participated for as long. I would love to give back.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I have a diverse knowledge of this area, participated regularly all my life in some form or another and I love Apex and want to see it prosper and grow!

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

In no particular order

1. Maintain current parks to the level to high standards
2. Build on when appropriate to make use of the space in an environmentally responsible way.
3. Work with local businesses to get more involvement be it sponsorship, field days or park cleanings in order to grow the relationships between our neighbors and our businesses.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Sponsor baseball league, habitat for humanity and meals on wheels before corporate America pulled me away.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

No

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 811 **Status:** Submitted **Submitted:** 5/14/2026 3:37 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jeremy Croom

Pronouns

Preferred First Name

Jeremy

Spouse/Partner Name (If applicable)

Caroline Croom

Phyiscal Address

104 Tracey Creek Ct., Apex, North Carolina 27502

Mailing Address

104 Tracey Creek Ct., Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

I am a current PRAB member

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Governor's Institute

Current Job Title

Director of Addiction Medicine Special Projects

Employer Main Work Telephone Number

9199909559

Employer Onsite Office Location

Raleigh, North Carolina 27606

Please briefly describe your job function and core duties,

I direct several initiatives focused on training physicians, advanced practices prescribers, and behavioral health professionals in best practices for substance use disorder prevention, treatment, and recovery. I manage program budgets, contracts/subcontracts, personnel, and moderate to large scale conferences and training events.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I hold an undergraduate degree in Recreation Therapy and managed and facilitated recreation and therapeutic recreation programs for 10+ years. I held my national and state TR/RT licenses/certifications for more than 10 years and worked with adults and children from 11 to 17, directly providing programs and leading small and large scale events. I now have two boys of my own (under 5) and spend a considerable amount of time engaging in town events, visiting parks and playgrounds, and visiting the parks in surrounding towns/cities. I am eyes and ears for the town in many spaces and see so many of the wonderful things our town provides and I'm also positioned to provide insight for improvement.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1) Previous/Current Experience: I am wrapping up my third year of service on this board (PRAB) and feel this initial term has prepared me well to provide future years of service to the board, town, and Apex residents.
2) My family and I are actively engaged, nearly every day, with some aspect of the town facilities, events, natural spaces, play areas, programs, businesses, and church community and serve as a voice in these areas.
3) After 3 years, I am fully sold on the hard work, professionalism, and credentials of the town staff and will be an advocate for their work and particularly that of the PR dept. At the same time, I interact in the parks and town community and within the local church community and having a growing understanding of the needs and desires of residents. My thoughts, opinions, and decisions are well-balanced and thoughtful. I'm willing to hear suggestions/needs/concerns of residents, while considering the capacity and feasibility of the department and town to fully address or meet the need.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1) Support efforts to maintain safe recreation and play spaces for children (eg. playgrounds, playing fields, trails)
2) Consider funding constraints and opportunities and support efforts to prioritize the "now" projects, the "in the future" projects, and the "low priority" projects. Look for opportunities to maintain and improve operations and programs while minimizing the burden on town staff or residents.
3) Specifically identify priority needs of the Parks and Recreation dept and explore areas where are board can intentionally provide support, whether through advocacy, representation, idea development, resource development, etc.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I am current PRAB member and have 10+ years of non-profit, coaching, and church volunteer service.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I am currently completing my third year on this board and have found myself increasingly engaged in the service of the board. I have proven my commitment by supporting various relevant events and exceeding current board meeting attendance requirements (I attend nearly every meeting) and continue to present as a professional representative in all town venues. I know much more about the operations/needs and why things are they way they are of the town, Parks and Rec dept, board then I did when I began my service three years ago.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

Yes, I have attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Jeremy Croom

APPLICATIONS ELIGIBLE FOR APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Broadnax, Jessica	NEW	Corporate Limits
Famolare, Christy	NEW	Corporate Limits
Herbst, James "Jim"	NEW – Senior 55+	Corporate Limits
Liu, Angela X	NEW - Youth	Corporate Limits
McClellan, Beverly	NEW – Senior 55+	Corporate Limits
McQuaig, Jessica	NEW	Corporate Limits
Mohammad, Ishak	NEW	Corporate Limits
Pancras, Arni	NEW - Youth	Corporate Limits
Shoyoye, Adesiyan "Shiyan"	NEW	Corporate Limits
Staiano, Adriana	NEW – Senior 55+	Corporate Limits

Entry #: 821 **Status:** Submitted **Submitted:** 5/27/2026 10:30 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jessica Broadnax

Pronouns

Preferred First Name

Jessica

Spouse/Partner Name (If applicable)

Phyiscal Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Mailing Address

1145 Lookout Ridge Rd, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Planning Board (PB), PRAB

How did you hear about this opportunity to serve?

Nextdoor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Meridian

Current Job Title

Scrum Master/Implementation Consultant

Employer Main Work Telephone Number

7704148400

Employer Onsite Office Location

Atlanta, Georgia 30346

Please briefly describe your job function and core duties,

Lead Agile Transformation: Facilitating Daily Stand-ups, Sprint Planning, Retrospectives, and Reviews for cross-functional teams, ensuring smooth execution of Agile methodologies and successful project delivery.
Collaborative Stakeholder Management: Work closely with Product Owner to refine and groom the product backlog, prioritizing tasks based on current development status and business goals, enhancing overall project flow.
Cross-Team Coordination: Act as a bridge between clients and technical teams, effectively translating customer requirements into actionable tasks, and providing ongoing solutions to complex issues and data challenges.
End-to-End ERP Implementation: Map, configure, test, and train users on ERP Accounting/HR systems, ensuring successful system integration and user adoption.
Customer Engagement & Training: Provide on-site customer support (up to 40% travel) during project lifecycle, resolving queries, delivering tailored training, and recommending system enhancements to optimize business operations.
Continuous Process Improvement: Collaborate with end-users to identify opportunities for system improvements, ensuring the development of tools that meet both functional and business needs.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I'm interested in serving on this board because I care about contributing to the continued growth and quality of life in Apex. As our community continues to expand, I believe it's important to have engaged residents who are willing to listen, collaborate, and thoughtfully consider the needs of both current and future residents.

I would bring a professional, organized, and solutions oriented mindset to the board. I value clear communication, fairness, and community engagement, and I'm comfortable working with different perspectives to help reach balanced decisions. I'm especially interested in ensuring that growth, community resources, and long term planning continue to reflect the values that make Apex a strong and welcoming town.

In addition to my professional experience managing projects and working with diverse groups of people, I'm motivated by a genuine desire to give back to the community and become more involved in local government and civic service. I would approach the role with reliability, preparation, and a willingness to learn.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I would bring a collaborative and community focused perspective to the board. I value listening to residents, understanding different viewpoints, and helping find practical solutions that support the long-term success of Apex.

2. My professional experience in project coordination and communication has helped me develop strong organizational, problem solving, and decision making skills. I can contribute thoughtful preparation, attention to detail, and a reliable work ethic when reviewing issues and participating in board discussions.

3. I am genuinely invested in the future of Apex and want to contribute positively to the community's growth and quality of life. I would approach the role with professionalism, openness to learning, and a commitment to serving the best interests of residents and the Town as a whole.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Support thoughtful and balanced growth that preserves the character of Apex while also planning responsibly for future residents, infrastructure, and community needs.

2. Encourage stronger community engagement by helping residents feel informed, heard, and included in local discussions and decision making processes. I believe transparency and communication are important to building trust and participation.

3. Contribute to initiatives that improve overall quality of life in Apex, including maintaining strong public spaces, supporting local businesses, and promoting long term planning that keeps the town welcoming, accessible, and sustainable for all residents.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteer experience has included supporting food pantries in Wake County as well as participating in fundraising and awareness runs for organizations focused on St. Jude Children's Research Hospital and breast cancer awareness initiatives. Through food pantry volunteer work, I had the opportunity to help support individuals and families facing food insecurity by assisting with organization, distribution, and community support efforts.

Participating in charity runs and awareness events allowed me to contribute to causes that promote health, research, and community connection. These experiences strengthened my appreciation for service, teamwork, and community involvement, and they reinforced the importance of supporting programs that improve quality of life for residents both locally and beyond. I believe volunteerism helps create a stronger and more connected community, which is something I value for Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

N/A

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Jessica Broadnax

Entry #: 825 **Status:** Submitted **Submitted:** 5/28/2026 3:49 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Christy Famolare

Pronouns
She/Her/Hers

Preferred First Name
Christy

Spouse/Partner Name (If applicable)

Phyiscal Address
2401 Balmoor Trace, Apex, North Carolina 27523

Mailing Address
2401 Balmoor Trace, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Parks & Recreation Advisory

How did you hear about this opportunity to serve?

Peak Weekly

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Self employed

Current Job Title

Owner/CEO

Employer Main Work Telephone Number

9198151541

Employer Onsite Office Location

Apex, North Carolina 27523

Please briefly describe your job function and core duties,

I am in the process of creating an Event Venue Space

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I have 15 years experience in municipal parks and recreation focusing on cultural programming and working with immigrants populations and while I'm no longer in the industry I would love to stay involved through participation on an advisory board. I have also lived internationally and speak English and Spanish fluently.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I have created and implemented community assessments in English and Spanish and would be willing to help admin that when departments are planning their long-term strategic plan.
2. I have experience and have spoken nationally on accessibility at the NRPA conference in event planning.
3. I have experience in creating and implementing town-wide cultural program initiatives (as well as a couple of public art programs).

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

I would really like to serve on juts one board but am amicable to either (wherever I'm most needed) my goals would be the same
1. Gather and use community-centric assessments to guide advising
2. I would like to ensure programs and initiatives are accessible to all and so would advise with that lens.
3. Connect the community with P&R and/or Culture & Arts in apex (awareness)

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I am currently volunteering for NeighborUp. I understand that the Town and the organization have a continuing partnership

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Wake County Juvenile Crime Prevention Council (JCPC) 2011-2021

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

n/a

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

46 to 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

Yes

If you selected yes, please provide additional details below. If not, please indicate NA.

maybe. it has not opened however I am trying to create an event space for rent

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Christy Famolare

Entry #: 800 **Status:** Submitted **Submitted:** 2/26/2026 6:43 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

James E Herbst

Pronouns

He/Him/His

Preferred First Name

Jim

Spouse/Partner Name (If applicable)

Eileen

Phyiscal Address

409 Grove Street, Apex, North Carolina 27502

Mailing Address

409 Grove Street, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

PRAB

How did you hear about this opportunity to serve?

Friend / Neighbor, Peak Academy

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

retired

Current Job Title

Regional Vice President (retired)

Employer Main Work Telephone Number

9842555549

Employer Onsite Office Location

Apex, North Carolina 27502

Please briefly describe your job function and core duties,

Regional Vice President, Education Affiliates (12 years) - 10 east coast career colleges, $100.0 million budget and more importantly, student graduation rates, licensure and job placement. Vice President of Henry Wurst Inc. an Apex NC national commercial printer (20 years)

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in helping Apex provide "exceptional public service that fosters the opportunity for the individual and community to live, thrive and reach their peak." I think all organizations and towns should be mission driven. That has what I have been doing all of my work life.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I have over 40 years of business experience. I have an MBA and have run organizations for many years.
I have served on industry boards I am past Chairman of the Board for the Printing Industries of America. This is important because I understand advisory boards. They are advisors, not staff. They support, plan, advise but are not in charge and should not assume that they are. I live in the historic district of Apex and am committed to helping it grow.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

It is not my role to come with initiatives. I will come with no preconceived agendas. I will listen (to the community and staff), opine, counsel, advise and recommend. That is what I will do.

However, I am not one to be silent. I will not raise my voice and I will listen and discuss. I will not be a rubber stamp. To give you an open idea of who I am, let me share this:
I am core value and character driven. I want to do the right thing. I have a moral compass that guides all my decisions.
I am value driven and fiscally responsible. I will look out for the tax payers dollars. I will want to see participation rates and outcomes. I don't support pet projects unless they have strong citizen outcomes and the results can be tracked.
For example, I strongly support investing in the town (Salem Street, Tunstall House, Senior Center...) However, I think the Tunstall House is a good example of something that could have been planned better. Many people disagree with spending millions of dollars to renovate that. I hear it all the time. I support it, BUT, I think we should have designated what we are going to use it for before we renovated it. Deciding afterwards may cause extra costs. If this is to be used for a Senior Center overflow, great; but shouldn't we have thought about that before finalizing it and designed it accordingly. If it is to be used for Apex offices, I don't agree with it. That does not support the mission. Now this may be outside the job description od PRAB but it will give you insights to who I am as a candidate.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Apex High School business Alliance - help high school students
Apex Senior Pickleball Introduction class - volunteer coach - helped community
Peak Academy - learned about Apex inner workings

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

none recent

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

Yes

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

2025

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

no

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

no

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 812 **Status:** Submitted **Submitted:** 5/19/2026 12:12 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Angela X Liu

Pronouns

Prefer not to say

Preferred First Name

Angela

Spouse/Partner Name (If applicable)

Phyiscal Address

329 Gartrell Way, Cary, North Carolina 27519

Mailing Address

329 Gartrell Way, Apex, North Carolina 27519

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Recreational and PArk usage Advisory Board

How did you hear about this opportunity to serve?

Teacher

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27519

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am highly interested in serving on the Recreational and Environmental Board to bridge the gap between community use and ecological preservation. My interest is rooted in two distinct perspectives. As an avid cyclist who spends hundreds of hours on our local greenways, I interact daily with a diverse cross-section of residents. This gives me a firsthand, user-level understanding of our infrastructure's safety, accessibility, and maintenance needs. Secondly, my love for environmental science allows me to view these spaces as critical ecological assets. I look forward to helping the board balance public recreation with sustainability, advocating for biodiversity, native landscaping, and smart stormwater management. Ultimately, I offer a unique fusion of practical trail insight and scientific curiosity, making me a dedicated advocate for resilient, accessible green spaces.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Biking Apex’s trails lets me serve as a mobile listening post. The casual conversations I have with families, runners, and commuters give me real-time feedback on what our trail users actually need. Secondly, I bridge the gap between human enjoyment and environmental science. I will help the town design spaces that serve a dual purpose: vibrant parks for residents that simultaneously function as thriving, biodiverse ecosystems. Lastly, I will advocate for our greenways to grow with it. As the apex community increases in population, it is very crucial for us to advocate for further environmental policies that help us conserve ecosystems and recreational parks.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

As an avid insect collector and learning entomologist, I want to advocate for planting native flora and creating pollinator habitats directly along the margins of existing and new greenways. I also want to use my frequent rides to audit and advocate for closing gaps between existing trails and neighborhoods. I hope to increase community-driven environmental science programs that help educate the public on the conservation of our environment.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

At Triangle Chess, I instructed children from all walks of life, diverse backgrounds, and varying learning styles, helping them find common ground over a shared board. From my experience as a coach and assistant coach (with no pay), I was able to increase many of my students' passion for chess and other topics they were interested in. Frequently, my students placed top in their local tournaments and saw massive success in their own learning with my guidance. This experience honed my ability to communicate complex ideas clearly and adapt my approach to meet diverse needs. I understand how to build inclusive environments where people feel valued. On a town board, I will apply this exact mindset to ensure Apex's public parks, greenways, and programs are accessible and welcoming to every resident.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on any governmental board yet, but I am disciplined and motivated internally to pursue what I want. I am confident in my ability to provide creative solutions to hard problems that the Town of Apex might experience environmentally. You will not hesitate or reject my presence in a potential board because I can provide solid solutions and feedback to any problem I'm interested in.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 810 **Status:** Submitted **Submitted:** 5/7/2026 5:34 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Beverly A McClellan

Pronouns
She/Her/Hers

Preferred First Name
Beverly

Spouse/Partner Name (If applicable)

Phyiscal Address
105 Berrygarden Court, Apex, North Carolina 27502

Mailing Address
105 Berrygarden Court, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Park and Rec

How did you hear about this opportunity to serve?

town meeting

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

retired

Current Job Title

retired

Employer Main Work Telephone Number

na

Employer Onsite Office Location

na, North Carolina 27502

Please briefly describe your job function and core duties,

na

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

My family has lived in Apex for over 20 years. I have 2 sons who utilize the Special Recreation services. I frequent all of the playgrounds and trailways in our town.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

I am familiar w/ the needs of families w/ special children/young adults.
I am a grandparent who utilizes kinder/tot classes. I see great benefit to blending age groups to socialize.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Continue to expand Special Recreation, blending age groups, helping seniors find support.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I was a Hospice Volunteer for over eight years.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

n/a.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

na

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

More than 10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

na

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

na

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Beverly A. McClellan

Entry #: 826 **Status:** Submitted **Submitted:** 5/28/2026 8:40 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Jessica McQuaig

Pronouns

She/Her/Hers

Preferred First Name

Jessica

Spouse/Partner Name (If applicable)

Phyiscal Address

9101 Haybeck Ln, Apex, North Carolina 27523

Mailing Address

9101 Haybeck Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Wake County Public Schools - Lufkin Road Middle School

Current Job Title

Career Development Coordinator

Employer Main Work Telephone Number

919-387-4465

Employer Onsite Office Location

Apex, North Carolina 27539

Please briefly describe your job function and core duties,

As the Career Development Coordinator at Lufkin Road Middle School, my role is to help students explore career interests, develop academic and personal goals and prepare for future educational & workforce opportunities. I coordinate career awareness activities, support career and college readiness programs and connect students with resources that encourage informed decision-making about their futures.

My core duties include:
- Delivering career exploration lessons and guidance activities
- Assisting students with academic and career planning
- Coordinating career-focused events, guest speakers, and enrichment opportunities
- Supporting students' social-emotional and leadership development
- Collaborating with teachers, counselors, families, and community partners
- Managing career development program materials, data, and student records
- Promoting awareness of high school pathways, college readiness, and workforce skills

The goal of my position is to ensure students are equipped with the knowledge, skills and confidence needed to make successful transitions to high school and beyond.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

As the Career Development Coordinator at Lufkin Road Middle School, I work closely with students, families, educators and community partners to help prepare young people for future success. My professional role has strengthened my commitment to public service, community engagement and creating opportunities that positively impact residents of all ages. I am interested in serving on this board because I believe strong local leadership and community collaboration are essential to maintaining the high quality of life that makes Apex a desirable place to live and work.

My daily work requires communication, problem-solving, program coordination and relationship building among diverse groups of stakeholders. These experiences have equipped me with the ability to listen thoughtfully, work collaboratively and contribute meaningfully to discussions and decision-making processes. In addition, my experience supporting youth development and educational initiatives gives me a unique perspective on how local policies and community programs can influence families and future generations.

As both an educator and community member, I am passionate about giving back to the Town of Apex and helping ensure continued growth, inclusivity and opportunities for residents. I believe my professional background, dedication to service and collaborative leadership style would allow me to make a positive contribution to the board.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Youth and Family Perspective:
Through my work in education, I regularly engage with students and families and understand many of the challenges and opportunities facing our community. I can help ensure that decisions consider the long-term impact on youth, schools and families.

Strong Community Collaboration Skills:
My role requires coordinating with educators, administrators, local organizations and community stakeholders. I bring strong communication and teamwork skills that would support productive collaboration and community-centered decision-making.

Commitment to Community Growth and Inclusion:
I am invested in the continued success of Apex and value initiatives that promote accessibility, opportunity and engagement for all residents. I would approach board service with professionalism, integrity and a genuine desire to serve the community effectively.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Increase Community Engagement:
I would like to help strengthen communication and outreach efforts so residents feel informed, included and encouraged to participate in local initiatives and decision-making opportunities.

Support Youth and Family-Focused Initiatives:
I hope to advocate for programs and partnerships that provide meaningful opportunities for youth development, education, recreation and community involvement.

Promote Collaborative and Sustainable Growth:
As Apex continues to grow, I would support initiatives that balance development with preserving the community values, resources and quality of life that residents appreciate.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My recent volunteer experiences have primarily focused on supporting students, families, and school-community initiatives through educational programs, mentorship opportunities, school events and community partnerships. I have participated in activities that promote student achievement, career readiness and family engagement, while also collaborating with local organizations to connect students with meaningful resources and experiences.

These efforts contribute positively to the Town of Apex by helping prepare young people for future success, strengthening relationships between schools and the community and encouraging a culture of service, leadership, and civic involvement.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

At this time, I have not previously served on a governmental board. However, my professional experience includes participating in school leadership teams, collaborative committees and community partnership initiatives that required strategic planning, communication and consensus-building among multiple stakeholders.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I rent my apartment/condo

My age range is (please select one):

30 to 45

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

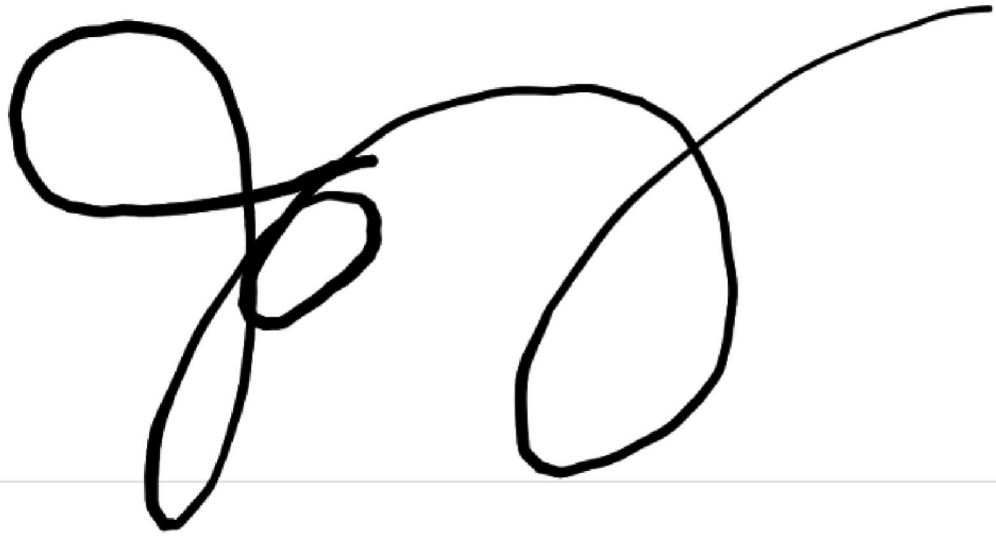
NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



Entry #: 813 **Status:** Submitted **Submitted:** 5/20/2026 12:53 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ishak Mohammad

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3413 Dropseed Dr, Apex, North Carolina 27502

Mailing Address
3413 Dropseed Dr, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Culture and Arts Advisory Board (CAAB), Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Private Inc

Current Job Title

Software Solutions Architect

Employer Main Work Telephone Number

3108958691

Employer Onsite Office Location

Durham, North Carolina 27703

Please briefly describe your job function and core duties,

As a Software Architect, my primary function is to serve as a trusted advisor, providing clarity in ambiguity by designing effective and fit-for-purpose software solutions while ensuring strong governance. My core duties include:

Problem Analysis: Identifying and understanding the specific challenges faced by clients or users to develop tailored solutions.
Solution Design: Creating architectural designs that align with business objectives and technical requirements.
Collaboration: Working closely with customers and stakeholders to ensure their needs are understood and addressed through effective software solutions.
Technical Leadership: Guiding development teams in implementing best practices and adhering to architectural standards.
Governance Oversight: Establishing and enforcing architectural guidelines and policies to ensure compliance, security, and quality throughout the development process.
Continuous Improvement: Evaluating existing systems and processes to recommend enhancements and ensure optimal performance.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Living in Raleigh, Durham Area since 2015.
Qualifications: MBA from NC university and Computer-science college degree with 20 years of experience.
Profession: Enterprise/Solutions Architect
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

My interest in serving on the Apex advisory board stems from a deep commitment to community development, supported by my MBA and Computer Science degree, along with 20 years of professional experience, particularly as a Software Architect. In this role, I have honed my skills in system design, technical leadership, and collaborative problem-solving.

As the Architecture Chairman and Vice President of my HOA from 2023 to 2026, I gained valuable leadership and collaboration skills, while my role as Vice President of Public Relations for Toastmasters has enhanced my communication abilities.

Additionally, my extensive volunteer work with various non-profits demonstrates my dedication to serving others and understanding community needs. My unique blend of technical expertise, managerial experience, and passion for community engagement positions me well to advocate for initiatives that benefit all residents of Apex.

Through my architectural experience, I can leverage analytical thinking and a structured approach to decision-making, which will be invaluable in addressing community challenges and promoting sustainable development.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Reason 1: Diverse Experience and Insights
My background in Governance and Architecture equips me with valuable insights and perspectives that can inform the board's decision-making process. I can bring a fresh viewpoint on community issues, utilizing best practices from other contexts to enhance initiatives. This diversity in experience can foster innovative solutions and create well-rounded policies that benefit all residents.

Reason 2: Strong Community Connections
Living in Raleigh, Durham area since 2015. I have established relationships with various community groups, local organizations, and residents, which can facilitate collaboration and engagement. By leveraging these connections, I can ensure that the advisory board remains in touch with the needs and interests of the community. This can lead to increased participation in board initiatives and stronger support for decisions made.

Reason 3: Commitment to Community and Effective Advocacy
My dedication to serving the Town of Apex is unwavering, and I am passionate about advocating for the best interests of our residents. I will work diligently to represent community voices and amplify concerns that might otherwise go unheard. My proactive approach can help the board effectively address community needs, fostering a sense of trust and collaboration between residents and local governance.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

To Keep Apex at Its Peak
Goal 1: Enhance Community Engagement
Develop initiatives to increase participation in local governance, such as town hall meetings and online feedback platforms, ensuring diverse voices are heard.

Goal 2: Improve Local Economic Opportunities
Support local economic development by fostering partnerships with small businesses, advocating for job training, and promoting Apex as an attractive destination for new businesses.

Goal 3: Foster Inclusivity and Diversity
Create programs celebrating diversity, organize cultural events, and establish support networks for underrepresented groups, strengthening community ties.

Goal 4: Improve Infrastructure and Transportation
Prioritize enhancements in transportation, advocate for better public transit, and upgrade community facilities to meet residents' needs and promote economic growth.

Goal 5: Support Education and Youth Programs
Strengthen educational opportunities for youth by collaborating with local schools, promoting mentorship programs, and increasing funding for resources, empowering the next generation.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I'm new to Apex but I have rich previous volunteer experience with several non-profits. Some of them are
Served as HOA Architecture Chairman and Vice President 2023 to 2026.
Served as Vice President, Public Relations, Toastmasters Club 2023 to 2025

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Served as HOA Architecture Chairman and Vice President 2023 to 2026. I was responsible for chairing meetings, making decisions and reviewing 200+ Architecture requests and rendering decision. Also, contributed in beautification projects and safety committees.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 832 **Status:** Submitted **Submitted:** 5/30/2026 10:40 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Arni Pancras

Pronouns

She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Mailing Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

2200 Hillsborough St, Raleigh, NC 27607, North Carolina 27607

Please briefly describe your job function and core duties,

Currently in 3rd year of College at NCSU studying environmental engineering

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am applying to serve on the Multimodal Transportation Advisory Board, Planning Board, Environmental Advisory Board, and Parks and Recreation Advisory Board because each connects strongly with my background in engineering, infrastructure, sustainability, public service, and community development. I am especially interested in helping Apex grow in a way that is thoughtful, connected, environmentally responsible, and beneficial to residents of all ages. As an environmental engineering student at NC State, I have developed a strong foundation in water quality, wastewater systems, sustainability, and infrastructure planning. I was also selected as a 2025 Undergraduate Engineering Scholar by the ASHE Carolina Triangle Section, which connects directly to transportation and infrastructure and strengthened my interest in how communities plan safe, efficient, and accessible transportation systems.

My experience also matches the responsibilities of the other boards I am applying for. Through my research assistant role at NC State, I collect and process water samples to support freshwater contamination research, which connects to environmental protection and public health. As a summer research intern at UNC Charlotte, I studied water conservation, wastewater management, stormwater/wastewater best practices, stakeholder perspectives, equity, cost, and implementation challenges, which connects to planning, environmental sustainability, and responsible growth. My experience with the U.S. EPA gave me additional exposure to research, lab procedures, quality control, and environmental science. I also bring community leadership experience from Wake County 4-H Teen Council, where I served as Vice President and Secretary, helped coordinate county-wide events, and supported youth programs. In addition, my YMCA experience working with children and families connects to parks, recreation, and community programming. These experiences allow me to bring a technical, service-oriented, and younger resident perspective to Apex's advisory boards.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

First, my academic and research background in environmental/civil engineering would allow me to contribute a strong sustainability-focused perspective. I have experience with water quality research, wastewater management, water conservation, and environmental best practices, which aligns well with Apex's goals around responsible growth and environmental stewardship.

Second, I would bring a younger resident's perspective to town decision-making. Apex is growing quickly, and decisions about transportation, parks, land use, and environmental protection will affect younger residents for decades. I can help represent the perspective of students, young adults, and future professionals who want Apex to remain livable, connected, and environmentally responsible.

Third, I have experience working with both technical and non-technical groups. Through research, 4-H leadership, the YMCA, and a couple more public-facing jobs, I have learned how to communicate clearly, listen to community needs, and work collaboratively. I believe this would help me contribute respectfully and effectively in meetings, discussions, and recommendations.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My first goal would be to support environmentally responsible growth in Apex. As the town continues to develop, I would like to help encourage decisions that protect water quality, preserve green space, reduce environmental impacts, and promote sustainable infrastructure.

My second goal would be to improve community awareness and engagement, especially among younger residents. I would like to help make environmental, transportation, planning, and parks-related discussions more accessible so residents understand how town decisions affect their daily lives.

My third goal would be to support a more connected and resilient Apex. This includes encouraging safe walking and biking options, thoughtful park and greenway planning, and development decisions that balance growth with environmental protection and quality of life.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most meaningful volunteer experiences has been my involvement with Wake County 4-H Teen Council, where I served as Vice President from 2023 to 2024 and Secretary from 2022 to 2023. In these roles, I helped coordinate events, support youth programs, take and distribute meeting minutes, and participate in community-centered activities such as the NC State Fair, mental health walks, STEAM camps, and council meetings.

This positively contributed to the Wake County (including Apex) community by supporting youth leadership, education, service, and civic engagement. It helped create opportunities for younger students to learn, participate in community events, and build confidence. It also helped me grow as a leader and taught me the importance of organized, responsible service to the community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not previously served on a formal Town of Apex governmental board. However, I served in leadership roles with Wake County 4-H Teen Council for several years as a member, and then as Secretary from 2022 to 2023 and Vice President from 2023 to 2024. Through this experience, I participated in organized meetings, helped coordinate county-wide events, supported youth programming, and developed skills in leadership, communication, public service, and collaboration.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

18 to 29

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 776 **Status:** Reviewed **Submitted:** 9/5/2025 1:11 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Adesiyan Shoyoye

Pronouns

She/Her/Hers

Preferred First Name

Shiyan

Spouse/Partner Name (If applicable)

Michael Monsees

Phyiscal Address

586 Village Loop Drive, Apex, North Carolina 27502

Mailing Address

586 Village Loop Drive, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Culture and Arts Advisory Board (CAAB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Bachelors Degree

Current Employer

Aetna, a CVS Health Company

Current Job Title

Program Manager, Medical Affairs

Employer Main Work Telephone Number

(919) 337-1800

Employer Onsite Office Location

Cary, North Carolina 27513

Please briefly describe your job function and core duties,

- Utilize agile-based methodologies to implement various Medical Affairs projects, increasing delivery speed and efficiency in programs with budgets of more than $1,000,000.
- Lead the Aetna Medicaid Population Health Management Program, ensuring comprehensive implementation and adherence to NCQA and AHRQ quality standards.
- Develop the Enterprise Maternity Pilot Program, including managing budget, planning, and execution in collaboration with premier universities.
- Create and maintain Aetna Medical Affairs' first centralized Full-Time Equivalent (FTE) QuickBase, streamlining tracking, department budgeting, and organization of department staff saving the enterprise $500,000+ a year through Labor Cost Savings through Process Automation
- Key accomplishment: Successfully launched the Enterprise Maternity Pilot Program in collaboration with premiere universities, resulting in a 20% improvement in patient engagement and a 15% reduction in program costs by leveraging innovative data-driven strategies and optimizing resource allocation.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am deeply motivated to serve on this board because community is more important than ever in a time when divisiveness is at an all-time high. I believe that by engaging our residents through meaningful programs, we can highlight what we share in common and strengthen our connections. As a Nigerian-American, cultural competency is a core value in my life, and I bring that perspective to ensure inclusivity and accessibility for all.

Professionally, I am a Program Manager with a proven record of process improvement, stakeholder engagement, and building collaborative programs. These skills directly translate to board service, where thoughtful planning, organization, and inclusivity are essential. Beyond my career, Apex has become a town I love and want to permanently call home. My drive to excel and my desire to raise a family here inspire me to contribute to building community programs and youth opportunities that enrich the lives of all residents.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Arts & Cultural Board:
1. I bring strong cultural competency and firsthand experience as a Nigerian-American, which will help ensure Apex's cultural programming reflects and celebrates our town's diversity.
2. My professional background in project management equips me to support efficient planning and delivery of cultural initiatives.
3. I am committed to youth enrichment, which can be expanded through cultural programming that connects young people to the arts and to one another.

Parks & Recreation:
1. Apex's parks are a defining feature of the town, and I want to help maintain and expand them to match our community's growth.
2. My project management expertise can support long-term planning and process improvement for programs and facilities.
3. I bring a commitment to accessibility, ensuring that recreational opportunities remain available and welcoming to all children and families.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

If appointed to my preferred board, I hope to:
1. Meet more members of the Apex community and build rapport across diverse groups.
2. Gain knowledge of what it takes to properly participate in a town board and apply my project management background to strengthen Apex's initiatives.
3. Contribute to the continued growth and beautification of Apex, ensuring that programs remain enriching, accessible, and reflective of community needs.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My most recent volunteer work was with the Interfaith Food Shuttle, where I helped till the land alongside a diverse group of volunteers. This experience reinforced for me the value of building community through service and reminded me of how much can be achieved when people from different walks of life come together. I would love to see more programs like this in Apex, where residents can connect while serving a shared purpose.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

While I have not yet served on a governmental board, I view this as a tremendous opportunity to contribute my skills and passion to my community. I am eager to learn and grow through service to Apex and believe my professional background and lived experiences position me to make a meaningful impact.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Black or African American

Do you rent or own your home?

I rent my townhome

My age range is (please select one):

30 to 45

I have been an Apex resident for

1-3 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

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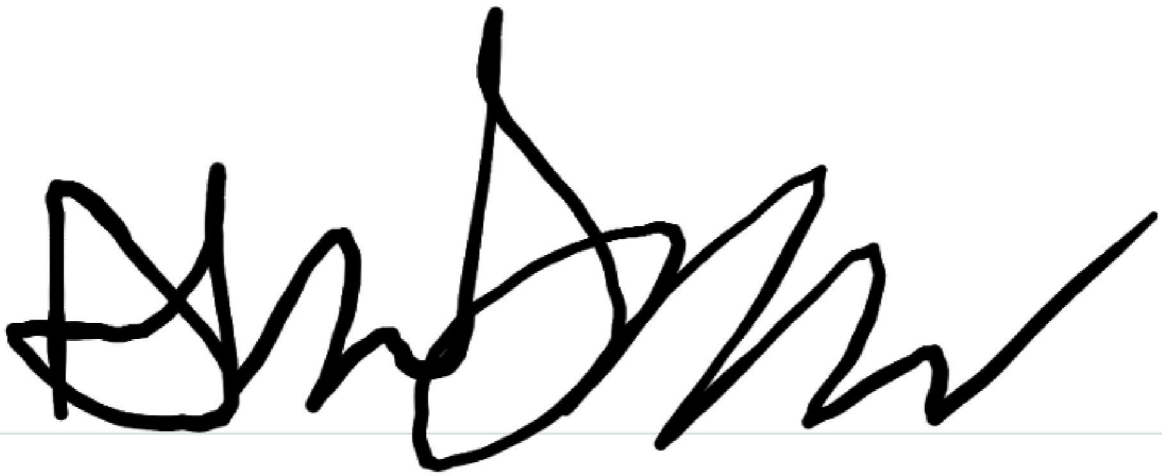
Please signing below



Entry #: 822 **Status:** Submitted **Submitted:** 5/27/2026 11:59 AM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Adriana Staiano

Pronouns

Preferred First Name

Adriana

Spouse/Partner Name (If applicable)

Joseph

Phyiscal Address

1209 Blue Mist Court, Apex, North Carolina 27502

Mailing Address

SAME, Apex, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Board of Adjustment (BOA), Planning Board (PB), Parks & Recreation

How did you hear about this opportunity to serve?

Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Masters Degree

Current Employer

Unemployed/Retired

Current Job Title

none

Employer Main Work Telephone Number

NA

Employer Onsite Office Location

NA, North Carolina 27502

Please briefly describe your job function and core duties,

NA

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Participating in Peak Academy and would like to be more involved with the Town of Apex

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

As a new resident to Apex I believe I can offer a fresh perspective
I care about the growth and direction of the town as it is expanding significantly
I am willing to contribute the time and effort towards getting the best outcomes for the community of Apex

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

Learn what the goal and function of the Board of Adjustments is and serve to make the best decisions possible
I care about the growth and direction of the town as it is expanding significantly
I am willing to contribute the time and effort towards getting the best outcomes for the community of Apex

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

NA

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

None

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Over 55

I have been an Apex resident for

less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Adriana Staiano

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
CAAB	Broadnax	Jessica	New	CL	BOA, EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Famolare	Christy	New	CL	PRAB	**JKG**	**TM**	AZ	**EG**	**SR**	SM	**3**
CAAB	Harrien	Darryl	Reappoint	CL	PRAB	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Mohammad	Ishak	New	CL	BOA, EAB, MTAB, PB	JKG	TM	AZ	EG	SR	**SM**	**1**
CAAB	Premlata	Vaishnava	New	CL	BOA, EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Prendes	Amie	New	CL	N/A	**JKG**	TM	**AZ**	EG	SR	SM	**1**
CAAB	Schultz	Erin	New	CL	N/A	JKG	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Shoyoye	Adesiyan "Shiyan"	New	CL	PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Chappidi	Sathvika	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Corsetti	Julianna	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
CAAB-Youth	Jain	Nirjara	New	CL	MTAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Koshti	Ritu	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**1**
CAAB-Youth	Linson	Makyia	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Liu	Angela	New	CL	EAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Andrady	Alana	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Green	Alexis	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Linson	Makyia	New	CL	CAAB	JKG	TM	AZ	**EG**	SR	SM	**1**
EAB-Youth	Liu	Angela	New	CL	CAAB, PRAB	**JKG**	**TM**	AZ	EG	**SR**	**SM**	**3**
EAB-Youth	Pancras	Arni	New	CL	MTAB, PB, PRAB	JKG	TM	**AZ**	EG	SR	SM	**1**
EAB-Youth	Singareddy	Vishwacq	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Strobl	Graham	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Bacola	Robert	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Gerhard	William "Billy"	**Other**	CL	BOA, EAB, PB	JKG	**TM**	**AZ**	EG	SR	SM	**2**
MTAB	Gregus	Louis	New	CL	BOA, PB	**JKG**	TM	AZ	**EG**	SR	SM	**1**
MTAB	Jain	Nijara	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Lawrence	Kevin	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Meadows	John	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Poythress	Michael	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Pritchard	Ewan	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Rodgers	Martha	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Saket	Jain	**Other**	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Shealey	Christopher	New	CL	PB	JKG	TM	AZ	EG	**SR**	**SM**	**2**
MTAB	Waldorf	William	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Bang	Elizabeth	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Kadari	Samiksha	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
MTAB-Youth	Pancras	Arni	New	CL	EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Tadishetti	Ritika	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**

08/24/2026
Prepared by Town Clerk Allen Coleman

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
PRAB	Baber	Robert	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Broadnax	Jessica	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Croom	Jeremy	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Famolare	Christy	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB	McQuaig	Jessica	New	CL	EAB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Shoyoye	Adesiayn "Shiyan"	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Herbst	James "Jim"	New	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB-Senior	McClellan	Beverly	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Staiano	Adriana	New	CL	BOA, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB-Youth	Liu	Angela	New	CL	CAAB, EAB	JKG	TM	**AZ**	EG	SR	SM	**0**
PRAB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PB	**JKG**	**TM**	AZ	**EG**	**SR**	**SM**	**4**
PRAB-Youth	Rao	Adhvick	Reappoint	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Bang	Elizabeth	New	CL	EAB, MTAB	JKG	**TM**	AZ	EG	SR	SM	**1**
PB-Youth	Cook	Kaleb	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Dickerson	Maxwell "Max"	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**0**
PB-Youth	Jesperson	Nathan	New	CL	N/A	**JKG**	TM	**AZ**	**EG**	**SR**	**SM**	**4**
PB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Tadishetti	Ritika	New	CL	EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**

LEGEND	
	Nominations
Other	Currently Appointed to Another Board / Serving

08/24/2026
Prepared by Town Clerk Allen Coleman

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: TOWN CLERK'S REPORT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

A) Motion to appoint a Regular Planning Board Member for a two-year term effective October 1, 2026 through September 30, 2028. The following individuals are scheduled to be interviewed: Kyrone Nebolisa and Tianduo Zhang.

B) Motion to appoint a Non-Voting Youth Representative Position on Town of Apex Planning Board for a one-year term effective July 1, 2026 through June 30, 2027 (2nd Full Term).

Approval Recommended?

Mayor Jacques K. Gilbert recommends the following individual:

- Nathan Jesperson – New Appointment – Youth Representative

Item Details

A total of **seven (7) applications** were received for appointment consideration to the Non-Voting Youth Representative Position, and they are (in alphabetical order by last name):

- **Bang, Elizabeth** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Cook, Kaleb** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Dickerson, Maxwell "Max"** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Jesperson, Nathan** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Pancras, Arni** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
- **Stanley, Renita*** – Corporate Limits Resident – Eligible for Voting Youth Representative Position
    - Recently removed due to attendance
- **Tadishetti, Ritika** – Corporate Limits Resident – Eligible for Voting Youth Representative Position

The individuals denoted above by an asterisk (*)is currently serving and seeking reappointment.

The Town of Apex has two statutorily required resident advisory boards which are the Board of Adjustment (BOA) and the Planning Board. The Planning Board is charged with discussing matters related to land use and development. More specifically, the Planning Board is responsible for the following as stated in Section 2.1.2 of the Town's Unified Development Ordinance (UDO):

(a) Review and make recommendations to approve or disapprove. To review, hear, consider, and make recommendations to the Town Council to approve or disapprove:
    - The adoption of an ordinance to amend the Official Zoning District Map (Rezoning).
    - The adoption of an ordinance to amend the text of this Ordinance (Text amendment).

(b) Review and make recommendations to approve, approve with conditions, or disapprove. To hear, review, consider, and make recommendations to the Town Council to approve, approve with conditions, or disapprove:
    - The adoption of an ordinance to amend the Official Zoning District Map.
    - The adoption of an ordinance approving a PUD-CZ, SD-CZ, TND-CZ, or MEC-CZ zoning district designation.

(c) Long range plans. To consider and/or make recommendations to the Town Council to adopt or amend long range plans.

(d) Make special knowledge and expertise available. To make its special knowledge and expertise available upon written request and authorization of the Town Council to any official, department, board, commission or agency of the Town.

(e) Studies. To make studies of the resources, possibilities and needs of the Town upon the authorization of the Town Council, and report its findings and recommendations, with reference thereto, to the Town Council.

(f) Recommendations of recognition of Appearance Awards. To consider and make recommendations on nominees for Residential, Non-Residential, and Tree Appearance Awards to the Town Council.

The Planning Board consist of ten (10) voting members and one non-voting Youth Representative as defined in the Resident Advisory Board Administrative Policy.

<u>Attachments</u>

- TC5-A1: Applicants At A Glance – Planning Board w-applications
- TC5-A2: Nomination Summary by Councilmember – Multiple Boards – As of August 25, 2026

PLANNING BOARD

APPLICANTS AT A GLANCE

Requested Action(s):
Recommendations needed on the Planning Board to fill one (1) youth non-voting term expiring June 30, 2026.

- Stanley, Renita – *has confirmed interest in being reappointed*

APPLICANTS AT A GLANCE - CURRENT

Position No.	Member(s)	Status	Resident Status	Notes
PB-011	Stanley, Renita	Active Current Non-Voting Youth Rep.	Corporate Limits	Seeking Reappointment

APPLICANTS AT A GLANCE – NEW APPLICANTS

Applicant(s)	Status	Resident Status	Notes
Bang, Elizabeth	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative
Cook, Kaleb	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative
Dickerson, Maxwell "Max"	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative

Applicant(s)	Status	Resident Status	Notes
Jesperson, Nathan	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative
Pancras, Arni	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative
Tadishetti, Ritika	NEW	Corporate Limits	Eligible for Non-Voting Youth Representative

APPLICATIONS ELIGIBLE FOR RE-APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Stanley, Renita	Reappointment	Corporate Limits

Entry #: 775 **Status:** Submitted **Submitted:** 9/3/2025 11:13 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Renita Stanley

Pronouns

She/Her/Hers

Preferred First Name

Renita

Spouse/Partner Name (If applicable)

Phyiscal Address

238 Great Bynum Dr, Apex, North Carolina 27523

Mailing Address

238 Great Bynum Dr, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)
Planning Board (PB)

How did you hear about this opportunity to serve?
Town Email

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Ileana

Current Job Title

Front Desk

Employer Main Work Telephone Number

(919) 363-9333

Employer Onsite Office Location

Cary, North Carolina 27519

Please briefly describe your job function and core duties,

I assist customers with painting and glazing pottery, explain techniques and studio procedures, and help maintain a clean and organized workspace. I also answer questions, provide guidance on projects, and support the studio with supplies and events as needed.

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in serving on the Planning Committee because I want to learn more about how communities are shaped and contribute my perspective as a student and young resident. As someone who has grown up in town, I've seen how new developments, road changes, and public spaces directly affect families, students, and neighborhoods. I believe having a youth voice on the committee can add valuable insight into how planning decisions impact the next generation.

Through my experiences in Apex Youth Council, I have learned how to collaborate, listen carefully to different opinions, and communicate ideas clearly. I am organized, dependable, and able to review information thoroughly before making decisions. I also bring creativity and curiosity, which help me think about both current needs and future opportunities for our community.

What distinguishes me from other candidates is that I represent the perspective of younger residents who will be most affected by today's planning choices. I want to contribute to a safe, welcoming, and sustainable community that works for all ages. Serving on this committee would allow me to grow my skills while giving back to the town that has shaped me.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

My service on the Planning Board could benefit the Town of Apex because I bring strong organization, creativity, and communication skills. I am dependable and well-organized, which allows me to review information carefully and stay prepared for meetings. I also bring creativity that helps me think of new ideas and solutions to planning challenges, especially when balancing the needs of growth with preserving community character. In addition, my communication skills—built through school, youth leadership, and volunteer work—allow me to listen respectfully, share ideas clearly, and work well with others. Together, these qualities would help me contribute positively to the Town's planning efforts.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

If I'm appointed to the Planning Board, my top three goals would be to bring a youth perspective to planning decisions so the needs of younger residents and future generations are considered, support growth that keeps Apex safe, welcoming, and sustainable while preserving the town's unique character, and improve communication by listening to residents' concerns and helping make planning topics easier for everyone to understand. By focusing on these goals, I hope to contribute a fresh perspective, help the board make thoughtful decisions, and ensure the community feels informed and included in the planning process.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Through volunteering with the Apex Youth Council, I have helped at community events by interacting with residents, answering questions, and assisting wherever needed. While I was not responsible for organizing the events, being part of the team allowed me to contribute to the town by helping events run smoothly and making attendees feel welcomed and included. This experience positively impacted the Town of Apex by supporting programs that bring people together, strengthen community connections, and create a sense of belonging for residents of all ages. Volunteering also helped me develop important skills such as communication, teamwork, and attentiveness, while giving me a deeper understanding of the needs, interests, and perspectives of the community. Overall, my time with the Apex Youth Council allowed me to give back to my town in meaningful ways while learning how local events and civic engagement shape the community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I currently serve as the Social Media Manager for PaintFluence, a role I have held for one year. In this position, I manage communications, share important updates, and help engage the community with our programs. While this is not a governmental board, my experience coordinating information, promoting events, and communicating effectively with the public has helped me develop skills that would be valuable on a governmental board, including organization, outreach, and clear communication.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

N/A

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?
Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?
Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for
4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?
No

If you selected yes, please provide additional details below. If not, please indicate NA.

N/A

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?
No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

N/A

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?
Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

APPLICATIONS ELIGIBLE FOR APPOINTMENT
(As of May 2026)

The following applicants meet eligibility requirements for appointment consideration:

Applicant Name	Status	Residency
Bang, Elizabeth	NEW - Youth	Corporate Limits
Cook, Kaleb	NEW - Youth	Corporate Limits
Dickerson, Maxwell “Max”	NEW - Youth	Corporate Limits
Jesperson, Nathan	NEW - Youth	Corporate Limits
Pancras, Arni	NEW - Youth	Corporate Limits
Tadishetti, Ritika	NEW - Youth	Corporate Limits

Entry #: 768 **Status:** Reviewed **Submitted:** 9/1/2025 6:25 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Elizabeth Y Bang

Pronouns
She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
3133 Beechcroft Lane, Apex, North Carolina 27502

Mailing Address
SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am interested in serving on this board because I know that Apex is continuously growing and I want to help contribute by representing ideas of the youth living in our community. As a student who is living in Apex for middle and high school, I have noticed how the town is developing, and I believe it is important for students to have an opinion in shaping our town's growth. Moreover, my experiences as a Key Club sophomore representative and a shift leader for the Apex Youth Council have helped me learn how to collaborate and advocate for others. These positions taught me how important it is to listen and understand others when working as a group while showing leadership. I have also gained experience in NJHS, Student Council, altar server, and as a teacher, helping to teach new students.

Being a student leader, my ideas will distinguish me from others on the board, representing many different perspectives of youth in my age. However, I also know that if voted as a board member, I have to listen to and amplify the ideas of others. My responsibility would be to collaborate, respect different opinions, and work toward solutions that reflect the needs of the entire community, not just my own.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. Through my roles as a Key Club sophomore representative and a shift leader for the Apex Youth Council, I can bring leadership and service experience that directly benefits Apex. I've helped lead donation drives, volunteers, and town-related events. These experiences prepared me to contribute youth ideas while also being able to listen in many different environments. If chosen as a board member, I would be able to incorporate the town's decisions with our school and community's ideas.
2. Volunteering since middle school, I have had a consistent record of community service. I have participated in many volunteer clubs such as NJHS and Student Council in middle school, while being a member in Key Club and Apex Youth Council in high school. Furthermore, I have been in many organizations such as English Conversation Club and club soccer, so I know that communication and commitment are one of the most important skills while working together.
3. As a student, I have been recognized many times for academic and character achievement. I have received all A-Honor Roll since middle school, Outstanding Achievement Awards in multiple subjects, and Vision Awards both inside and outside of school. These qualities reflect on my character and confidently show that I can contribute thoughtfully and seriously to the board's discussions.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. As someone who has served in student organizations, I know many students often have ideas but aren't sure how to share them. I would work to create ways for youth to provide feedback to the board whether through surveys, focus groups, or collaboration with school clubs. This would also help to increase participation in more events and input from the town.
2. Being active in athletics, orchestra, and school events, I have seen and know how important safe spaces are for student growth. I would work to support planning and transportation projects that help make Apex more accessible for young people, and offer a safe environment for doing activities that both students and community members can enjoy.
3. As a Korean School teaching assistant and member of English Conversation Club, I've seen how sharing culture and language brings people together. The town already has amazing events that promote this, and I would further support and raise awareness for cultural events, performances, or awareness projects that would make Apex more inclusive and culturally diverse.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My most impactful recent volunteer work has been through Key Club and the Apex Youth Council. Through these organizations, I have been able to participate in many different events and activities, such as moving firewood in Warmth for Wake, or volunteering at food banks.
In the Apex Youth Council, where I serve as a shift leader, I've taken on responsibility for helping volunteers and assisting with service events that support the town. This has allowed me to contribute to Apex in a positive setting while learning how youth input matters in community planning.
In addition, I serve regularly as a church altar server, volunteer weekly as a Korean School teaching assistant, and have contributed to school events such as recycling and spirit weeks. Together, these experiences reflect my commitment to service and my dedication to helping Apex.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

preparing events connected to the town. I also serve as the sophomore representative for Key Club, where I assist in coordinating projects that support the community since freshmen year. Previously, I have been in NJHS in middle school as well as the Student Council for 3 years.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

Yes

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Elizabeth Bang

Entry #: 827 **Status:** Reviewed **Submitted:** 5/28/2026 11:35 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Kaleb A Cook

Pronouns
He/Him/His

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address
1005 Wild Sonnet Ct, Apex, North Carolina 27502-9206

Mailing Address
SAME, Apex, North Carolina 27502-9206

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Planning Board (PB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I see Olive Chapel Road from my home's back deck. Since moving to Apex, I have seen many changes in land use and development along Olive Chapel Rd. Having seen and experienced these changes from my own home, which backs up to the Beaver Creek, I believe I bring important experience in land use and development that others who have not experienced it so up close likely do not have. With my parents and grandparents being residents of the Town of Apex, I will also bring perspectives as a youth member of the Board that not only reflect those of young people but also cross-generational ones.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. The youth of Apex are its future, and, as such, they have a special stake in how its lands will be used and developed. The Planning Board and the Town of Apex would benefit from this future-oriented perspective.
2. The youth of Apex are part of families, which make up a crucial part of the town. Having a youth view (not just parents) that represents Apex families would benefit the Planning Board and the Town of Apex.
3. My grandparents live in Apex, too, so having youth representation for senior citizens (as well as senior citizen representation) will help ensure lands are used and developed for all ages of Apex residents.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Advocated for youth perspectives and interests in land use and development.
2. Work with others on the Planning Board to ensure family-oriented perspectives and interests in land use and development.
3. Work with others on the Planning Board to ensure senior citizen-oriented perspectives and interests in land use and development.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

My older brother, who was part of Key Club, inspired me to get interested in community volunteering. Now that he is going to NCSU in the Fall, I have started volunteering in his place, with my family's charity, which assists disabled school kids in India, where my mom is from. I believe this inspiration and experience will help me contribute positively and make the town that I live in an even better place.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not yet served on a governmental board, but I hope to and use the experience to give back to my community and repay it for the great things it's given to me.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

Two or more

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Kaleb A. Cook

Entry #: 816 **Status:** Submitted **Submitted:** 5/20/2026 10:06 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Maxwell J Dickson

Pronouns

He/Him/His

Preferred First Name

Max

Spouse/Partner Name (If applicable)

Phyiscal Address

1614 Squall Walden Ln, Apex, North Carolina 27523

Mailing Address

Same, Same, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Planning Board (PB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27523

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I want to serve on this board because of my interest in government and service. I want to serve on this board to help give back to my community that embraced me so wholeheartedly.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

Me serving on the planning board is the logical decision because of my experience, insight, and forward thinking mindset. I have experience in service and government in my time in Student Council for Green Level High School, Apex Youth Council, National Junior Honor Society, and various other volunteering and service positions. Another reason is my insight. My father is an architect so I have grown up around building development and planning and have had access to insight and information that few others have had. Finally I have a forward thinking mindset. This means that I not only look to solve today's problems but tomorrows as well in a way that prevents future issues from occurring.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My top three focuses that I will achieve during my term are environmental protection, transparency, and careful applications of innovations and new technologies. I want to make sure that environmental factors are deeply considered in any plan. We need to make sure that we are protecting the environment and make sure that is pristine for years to come. I also want full transparency on our plans. The people of Apex deserve it know how and why we are spending their money. I believe it creates more faith between the people and the government administration. Finally I want to carefully consider all new innovations before we implant them into our town. We need to make sure that they will not cause future issues and harm.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

I have been serving on Apex Youth Council and giving back to my community. I have helped keep are parks clean and beautiful as well as put on community events and promote community involvement.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I am currently a member of Student Council for Green Level High School. I am serving as a representative for the class of 29 and am on the approvals board that oversees clubs applications and audits. I have been serving for this past year and will continue to next year.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for

7-10 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

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Please signing below

Dear Mayor Gilbert, Town Council, and Apex Planning Board,

I am honored to write this letter of recommendation for Nathan Jesperson, an incredible young leader who has been a great addition to the Apex Youth Council for the past two years. Throughout his time in AYC, Nathan has shown a great interest in local government and in serving his community meaningfully.

He recently attended a youth focus group hosted by Planning Staff to share his perspective on Peak Plan 2055 and wanted to find a way to continue to stay involved and invested in his community. During the focus group, staff shared about youth member positions on Town of Apex boards and Nathan instantly expressed his interest in serving.

Nathan demonstrates impressive time management skills, leadership traits, and is consistently working hard to ensure the success of Apex Youth Council. He works extremely well with his peers and is always ready to lend a hand and help out wherever he can. He is eager to serve his community well and I believe serving on the Planning Board is a perfect place for him to continue to learn more about the decisions that shape his community and be a representative for the youth in Apex.

Beyond his contributions to the council, Nathan excels academically and thrives in his extracurricular activities, showcasing his ability to balance responsibilities efficiently. I know he will balance all of his commitments with the position on the board just as well.

Nathan's dedication to volunteerism, his interest in local government, and his positive representation of Apex youth makes him a wonderful candidate for this position on the Planning Board.

Thank you,

Ellison Lambert

Volunteer Coordinator
919-249-1134
Ellison.Lambert@apexnc.org

Entry #: 807 **Status:** Submitted **Submitted:** 4/27/2026 5:27 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

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Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Nathan A Jesperson

Pronouns

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

1142 Bexley Hills Bend Apex, NC 27502, Apex, North Carolina 27502

Mailing Address

SAME, SAME, North Carolina 27502

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Planning Board (PB)

How did you hear about this opportunity to serve?

Town Employee / Elected Official, Town Website

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

Youth Representative (Currently in High School)

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

Youth Rep, North Carolina 27502

Please briefly describe your job function and core duties,

Youth Rep

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

Six years of residence in Apex combined with international and out of state living in Switzerland and also in Utah has shaped my perspective on urban growth. These regions excel at integrating residential zones with natural topography, and I want to help Apex maintain that balance. Living in a variety of places gave me an appreciation for how special Apex is. It has also given me a unique understanding of things that work such as successful European transportation and infrastructure along with the effectiveness of planning practices in the western US. I love living in Apex, and it is home to me. As Apex continues to expand, I want to help the town scale intentionally and successfully while maintaining its unique character.

I attended the Planning Board meeting on April 13th to see how the board operates firsthand. I was impressed by the thoughtful and rigorous process in which board members consider competing interests between groups such as housing developers and farm owners who harbor concerns about traffic, land use, and use of resources. I intend to continue attending meetings.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. My first reason is that as a teenager who has grown up here in Apex, I offer first-hand user experience. I explore the greenways with friends, utilize the facilities, and attend school here in Apex. I value Apex and the experiences I have had here. Rezonings and plans made today will affect our future generation of taxpayers and leaders in Apex as well as the kind of Apex I would want to raise my family in. I have a unique perspective as a young person growing up in Apex along with valuable comparative insight into how different municipalities here, out of state, and even internationally handle growth while not losing their identities.

2. My second reason is that I have developed skills to be effective in positions like this one. I am currently founding a club at my school, working alongside professionals on technical projects, and navigating civic organizations. This means I will show up ready to contribute, ask real questions, and do the preparation required to do so effectively. Youth representation fails when it is symbolic. I intend to take it seriously.

3. My third reason revolves around technical interests and proficiencies I have developed in areas that will significantly influence the development of Apex. Experiences such as working with CAD and prototyping autonomous solutions with AI have led me to develop technical proficiencies in areas that could benefit the effectiveness of planning. I also diligently study the effects of new technology such as AI and have considered how land use, employment shifts, autonomous transportation, and energy usage will affect the future of Apex. I believe that someone who is actively asking those questions and paying attention to that landscape has something useful to contribute.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Maintaining and Improving Small Town Character and the “Peak” Through Intentional Design

My first goal is to think carefully about protecting what makes Apex distinctively the peak of good living. I want future generations to inherit a charming small-town Apex that is simultaneously technologically advanced and socially cohesive. I have traveled to places and seen development be detrimental to the character and quality of a place through intensive and generic development in places such as Utah. However, I have also seen places where development provides significant improvement. Living in Switzerland and visiting other places showed me how effectively integrated public transit and greenways can reduce traffic, how adequate planning can improve towns, and how development can coexist and add to the character of a place. I want to protect and maintain areas such as the historic downtown, country farms on the city edge, and the beautiful parks that all make Apex home and the peak of good living, but also allow for the development that improves these areas. Development does not necessarily degrade the character of a place. If done right, it builds it up.

2. High-Impact Development that Serves Families

My second goal is to support the kind of development that allows more families to experience the peak of good living in Apex while also creating lasting benefits. The NC children's hospital represents a vivid example of an excellent development that I advocate for. Developments like this perform real good for the community, improve the quality of Apex, and serve as an anchor institution bringing jobs to the area.

3. Future-Proofing Apex: Leveraging Smart Infrastructure and Preparing Apex for the Next Generation of Urbanization

My third goal is to take seriously the inevitable integration of coming smart city infrastructure and how it will affect land use and planning. Autonomous vehicles will lead to significant alterations in transportation patterns and necessitate changes in parking and road design. AI and new job markets will lead to employment shifts impacting professional land usage and employment geography. Increased demand for data centers and the proximity of Apex to the Shearon Harris nuclear power plant will necessitate energy infrastructure synergy, especially because Apex is in the Research Triangle area. Certain emerging technologies will change the way land development itself functions. Increased capacity for automated planning, surveying, and design optimization will continually be utilized by the private entities that drive land development and come before the planning board. I can provide the board with research-backed insights into how emerging tech and AI can be leveraged to make planning more efficient and effective. Communities that have planned ahead for these shifts will be in a far stronger position than those that

have not, and I am ready to apply any beneficial insight I have to ensure the expansion of Apex is both high-quality and sustainable.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

The most significant and recent project I have been part of was helping to rebuild the Apex Simple Gifts Community Garden, work for which I received a Presidential Service Award. This project represents a real and well-planned asset to the community. It does active good and is operated by incredible individuals who taught me a lot about character and hard work.

I am also a member of the Apex Youth Council, Key Club, National Honor Society, and I am currently in the process of founding a club at my school that brings in successful people from different fields to talk honestly about their paths: what they do, what it took, and what they wish they had known. I also do regular service with a close group of friends from my church, which is honestly one of my favorite things we do together.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not served on any city boards before, but I have been a member of the Apex Youth Council for two years, which has given me a general understanding of the town's administrative protocol and culture.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

Yes, I have attended meetings in-person of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

3-5 hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Male

Ethnicity

White/Non-Hispanic

Do you rent or own your home?

I own my single family home

My age range is (please select one):

16 to 18

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Nathan Jesperson

Entry #: 832 **Status:** Submitted **Submitted:** 5/30/2026 10:40 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

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Learn more about each of the committees listed below.

Profile and General Information

Legal Name

Arni Pancras

Pronouns

She/Her/Hers

Preferred First Name

Spouse/Partner Name (If applicable)

Phyiscal Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Mailing Address

604 Pointe Grove Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home)

Are you current on your Town of Apex and Wake County property taxes?

Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)

Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB), Parks and Recreation Advisory Board (PRAB)

How did you hear about this opportunity to serve?

Friend / Neighbor

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education

High School Diploma or GED

Current Employer

Youth Rep

Current Job Title

Youth Rep

Employer Main Work Telephone Number

Youth Rep

Employer Onsite Office Location

2200 Hillsborough St, Raleigh, NC 27607, North Carolina 27607

Please briefly describe your job function and core duties,

Currently in 3rd year of College at NCSU studying environmental engineering

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am applying to serve on the Multimodal Transportation Advisory Board, Planning Board, Environmental Advisory Board, and Parks and Recreation Advisory Board because each connects strongly with my background in engineering, infrastructure, sustainability, public service, and community development. I am especially interested in helping Apex grow in a way that is thoughtful, connected, environmentally responsible, and beneficial to residents of all ages. As an environmental engineering student at NC State, I have developed a strong foundation in water quality, wastewater systems, sustainability, and infrastructure planning. I was also selected as a 2025 Undergraduate Engineering Scholar by the ASHE Carolina Triangle Section, which connects directly to transportation and infrastructure and strengthened my interest in how communities plan safe, efficient, and accessible transportation systems.

My experience also matches the responsibilities of the other boards I am applying for. Through my research assistant role at NC State, I collect and process water samples to support freshwater contamination research, which connects to environmental protection and public health. As a summer research intern at UNC Charlotte, I studied water conservation, wastewater management, stormwater/wastewater best practices, stakeholder perspectives, equity, cost, and implementation challenges, which connects to planning, environmental sustainability, and responsible growth. My experience with the U.S. EPA gave me additional exposure to research, lab procedures, quality control, and environmental science. I also bring community leadership experience from Wake County 4-H Teen Council, where I served as Vice President and Secretary, helped coordinate county-wide events, and supported youth programs. In addition, my YMCA experience working with children and families connects to parks, recreation, and community programming. These experiences allow me to bring a technical, service-oriented, and younger resident perspective to Apex's advisory boards.

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

First, my academic and research background in environmental/civil engineering would allow me to contribute a strong sustainability-focused perspective. I have experience with water quality research, wastewater management, water conservation, and environmental best practices, which aligns well with Apex's goals around responsible growth and environmental stewardship.

Second, I would bring a younger resident's perspective to town decision-making. Apex is growing quickly, and decisions about transportation, parks, land use, and environmental protection will affect younger residents for decades. I can help represent the perspective of students, young adults, and future professionals who want Apex to remain livable, connected, and environmentally responsible.

Third, I have experience working with both technical and non-technical groups. Through research, 4-H leadership, the YMCA, and a couple more public-facing jobs, I have learned how to communicate clearly, listen to community needs, and work collaboratively. I believe this would help me contribute respectfully and effectively in meetings, discussions, and recommendations.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

My first goal would be to support environmentally responsible growth in Apex. As the town continues to develop, I would like to help encourage decisions that protect water quality, preserve green space, reduce environmental impacts, and promote sustainable infrastructure.

My second goal would be to improve community awareness and engagement, especially among younger residents. I would like to help make environmental, transportation, planning, and parks-related discussions more accessible so residents understand how town decisions affect their daily lives.

My third goal would be to support a more connected and resilient Apex. This includes encouraging safe walking and biking options, thoughtful park and greenway planning, and development decisions that balance growth with environmental protection and quality of life.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

One of my most meaningful volunteer experiences has been my involvement with Wake County 4-H Teen Council, where I served as Vice President from 2023 to 2024 and Secretary from 2022 to 2023. In these roles, I helped coordinate events, support youth programs, take and distribute meeting minutes, and participate in community-centered activities such as the NC State Fair, mental health walks, STEAM camps, and council meetings.

This positively contributed to the Wake County (including Apex) community by supporting youth leadership, education, service, and civic engagement. It helped create opportunities for younger students to learn, participate in community events, and build confidence. It also helped me grow as a leader and taught me the importance of organized, responsible service to the community.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

I have not previously served on a formal Town of Apex governmental board. However, I served in leadership roles with Wake County 4-H Teen Council for several years as a member, and then as Secretary from 2022 to 2023 and Vice President from 2023 to 2024. Through this experience, I participated in organized meetings, helped coordinate county-wide events, supported youth programming, and developed skills in leadership, communication, public service, and collaboration.

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?

Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?

No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

18 to 29

I have been an Apex resident for

4-6 years

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?

No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?

No

If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?

Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below

Entry #: 773 **Status:** Submitted **Submitted:** 9/3/2025 9:51 PM

Advisory Boards have been established to increase community input and participation in Town government. Some advisory boards exist to advise and make recommendations on important policy matters to the Apex Mayor and Town Council, while others have regulatory responsibilities that are established by law.

Members of advisory boards provide an invaluable service to our Town, and the Town of Apex Mayor and Town Councilmembers appreciate the interest of all residents willing to serve their community through participation on Town advisory boards.

The Apex Mayor and Town Councilmembers are committed to appoint diverse, qualified, and dedicated people to these advisory boards to achieve board membership with people of all ages, interests, and backgrounds. All appointments are taken with great care by the governing body for the Town of Apex. Factors considered in appointments and reappointments include eligibility, civic and political participation, equitable geographic and diversity representation, skill sets, and board attendance.

Applicants seeking appointments to a specific board are strongly urged to attend several meetings of the board prior to completing and submitting an application.

Completed applications are retained in the Office of the Town Clerk until such time that a vacancy occurs or for up to one-year from the application submission date. Please note, your completed application is subject to public inspection upon request.

Learn more about each of the committees listed below.

Profile and General Information

Legal Name
Ritika Tadishetti

Pronouns
She/Her/Hers

Preferred First Name
Ritika

Spouse/Partner Name (If applicable)

Phyiscal Address
2507 Silas Peak Ln, Apex, North Carolina 27523

Mailing Address
2507 Silas Peak Ln, Apex, North Carolina 27523

Email

Mobile Phone

Alternate Phone (work/home

Are you current on your Town of Apex and Wake County property taxes?
Yes

I'm interested in serving on... (please select all boards you are interested in being considered for appointment)
Environmental Advisory Board (EAB), Multimodal Transportation Advisory Board (MTAB), Planning Board (PB)

How did you hear about this opportunity to serve?
Apex Youth Council

Professional Experience

If you applying to be a youth representative, please put "Youth Rep" in the required text fields below.

Education
Youth Representative (Currently in High School)

Current Employer
N/A

Current Job Title
none

Employer Main Work Telephone Number
N/A

Employer Onsite Office Location
Apex, North Carolina 27523

Please briefly describe your job function and core duties,
N/A

Interest and Civic / Volunteer Experience

Please explain the reasoning for your interest in serving on this board. Your response may include lived experiences, qualifications, skills, and attributes and any other information that might distinguish your application from other candidates.

I am eager to serve because I believe youth voices are essential in shaping Apex's future — especially in areas like growth, sustainability, and transportation, where today's decisions will affect my generation for decades to come. As a student, I experience the impact of town planning every day: how safe crosswalks are, whether biking routes are accessible, and how green spaces create gathering places for friends and families. I want to take those lived experiences and translate them into actionable input that helps Apex grow responsibly and inclusively.

My qualifications combine civic engagement, leadership, and research-driven problem solving:

Civic Engagement & Community Representation: As a member of the Apex Youth Council (2025–Present), I help plan and execute community projects, volunteer events, and local outreach initiatives. I collaborate with town staff and peers to ensure that programs reflect the community's needs, including logistics for volunteer cleanups, cultural events, and public forums.

Leadership & Project Management: I founded and led an Odyssey of the Mind team that reached the World Finals three years in a row, managing sponsorships, budgets over $11,000, and coordinating travel and event planning. This experience taught me how to lead complex projects, resolve conflicts, and make strategic decisions — skills directly transferable to serving on a board that reviews development and policy proposals.

Research & Analytical Skills: Through Duke Pre-College Neuroscience and STEM research projects — including a Python-based project monitoring structural health of bridges — I have developed skills in analyzing data, designing experiments, and presenting actionable insights. These experiences give me [illegible] approach town planning, sustainability, and

transportation proposals with evidence-based reasoning.

Volunteerism & Local Impact: I have contributed over 100 volunteer hours to Apex and the surrounding community, including Adopt-A-Highway cleanups, Durham Food Bank service, and large-scale cultural events such as Holi, Dhoom Dham Dhawat, and Bathukamma (2,000+ attendees). I also mentored middle school students in STEM, tutored peers in math, and helped coordinate community service projects — all of which strengthened local engagement and helped make Apex a cleaner, safer, and more connected community.

Civic Leadership Beyond the Board: As an active member of Rhizome, I worked on youth civic campaigns and initiatives to encourage participation in local governance, helping residents understand how their voices can shape town decisions. These experiences have given me perspective on bringing together diverse viewpoints and building programs that have tangible impact for Apex.

Together, these experiences give me the communication skills, problem-solving mindset, and long-term perspective needed to represent youth voices and help shape Apex's future in a thoughtful and balanced way.

As a student who thrives on listening, learning, and leading, I believe the voices of youth hold the power to inspire real, meaningful change — especially in shaping the community we will inherit. Serving on these boards would allow me to be that bridge between students and town leadership.

In Apex, our student population is incredibly diverse in culture, language, and experience — yet many of those perspectives are missing when development proposals are reviewed, environmental policies are discussed, or transportation plans are created. Some of the most important voices are not the loudest — they are the ones we don't hear because they don't yet feel invited to the table. Whether it's a student who feels unsafe biking to school, someone who wishes their neighborhood had more green space, or a classmate who cares deeply about sustainability but doesn't know how to act, their ideas matter.

I know what it feels like to be quiet and hesitant to share opinions — I used to be that student. Over time, I learned that change starts with speaking up, leading projects, and creating space for others to be heard. If selected, I will make it my mission to amplify these unheard voices and bring them into the conversation.

If selected for the Planning Board, I will advocate for youth-friendly, walkable neighborhoods and spaces where students can feel safe and connected.

If selected for the Environmental Advisory Board, I will champion sustainability education, green initiatives, and programs that empower students to take action on climate issues that affect their future.

If selected for the Multimodal Transportation Advisory Board, I will bring forward real student concerns about crossing safety, bike access, and equitable transportation options so youth can get around Apex independently and safely.

Below is a link to my resume:
https://docs.google.com/document/d/1jcRHmgWFbFHG4uLA7qbkTjliAMwH07c7bbBb2aeSm14/edit?usp=sharing

Please describe three (3) reasons why your service on the chosen board could be beneficial to the Town of Apex.

1. I bring a forward-looking youth perspective that is rooted in real experience.
As someone who walks Apex's streets, uses its parks, and depends on safe transportation routes every day, I can offer insight into how current and future developments affect students and families. Whether we are reviewing a rezoning proposal, discussing bike path improvements, or considering sustainability initiatives, I can speak to how these decisions will shape the lives of my generation — the people who will inherit this community.

2. I focus on solutions that are practical, inclusive, and future-ready.
My goal is not just to participate in discussions but to help shape recommendations that work for everyone — students, families, and long-term residents alike. I believe the best ideas come from considering multiple perspectives and balancing creativity with feasibility. I will approach every proposal by asking: Will this make Apex safer, more connected, and more sustainable 5, 10, and 20 years from now? This mindset helps ensure that decisions we make today benefit the entire community well into the future.

3. I offer a problem-solving mindset and a collaborative approach.
From leading teams to tackling complex challenges, I have learned to find common ground and work toward shared goals. I approach every challenge by asking, "How can we make this better for everyone?" and am committed to helping the board reach decisions that balance innovation, practicality, and community well-being.

If appointed to your preferred board, please describe your top three (3) goals or initiatives you would hope to achieve during your term.

1. Walkable & Accessible Development Checklist
Create a checklist for the board to consider during rezoning and development reviews — including safe crossings, lighting, green space, and public gathering areas — so every resident benefits from thoughtful planning.

2. "Future Apex" Vision Map
Design a collaborative map where residents can indicate where parks, bike lanes, or other community improvements are needed. Present these findings to help guide long-term planning decisions.

3. Interactive Community Input Nights
Host engaging planning events with visual boards, model-building stations, or virtual simulations of proposed developments, allowing residents to visualize changes and provide informed feedback.

Please describe your recent volunteer experience and how this positively contributed to the Town of Apex.

Apex Youth Council (2025–Present): Contributed to planning and outreach for community service projects and civic engagement efforts. This work increased youth turnout at volunteer events and created direct lines of communication between students and town staff. My participation helped shape youth programming that reflected student availability and interests.

Adopt-A-Highway (Davis Drive) & Durham Food Bank: Participated in cleanups and food distribution that directly improved local cleanliness and food security resources accessible to Apex residents.

Large cultural event support (Holi, Dhoom Dham, Bathukamma) — 2,000+ attendees: Helped coordinate and participated volunteer teams so cultural celebrations ran smoothly and safely, strengthening community cohesion and representing Apex's diverse population.

Math tutoring & STEM mentoring: Provided one-on-one help and mentorship to students, improving academic confidence and building a volunteer pipeline of motivated youth who then participated in Apex activities.

Collectively, these efforts increased volunteer engagement, supported local service delivery, and helped build trust between young residents and town staff.

Please list any governmental board (noting the length of time) on which you are currently or have previously served that might distinguish your application from other candidates.

Apex Youth Council — Member (2025–Present).
This board experience gives me direct familiarity with municipal processes, meeting cadence, community outreach expectations, and the practicalities of turning community feedback into board recommendations. (If asked to list other boards, I have not served on additional municipal boards beyond the Apex Youth Council.)

Have you read the current Charter and Scope of Responsibilities associated with the board you seek to serve on

Yes, I read and understand the current scope and responsibilities assigned to the board.

Are you a Peak Academy Graduate?

No

If you are a recent graduate of Peak Academy, please indicate the year you attended. If you are not a Peak Academy Graduate, please put NA.

NA

Have you attended two (2) or more advisory board meetings within the last 12 months?

No, I have not attended meetings in-person, but have rewatched the livestream recordings of the advisory board for which I am applying for.

How many hours per month are you available to serve in-person, if selected.

5 or more hours per month

Demographic Information

Do you live within the Apex town limits?
Yes

Do you live within the town's extra-territorial jurisdiction (ETJ)?
No

Gender

Female

Ethnicity

Asian or Pacific Islander

Do you rent or own your home?

I own my single family home

My age range is (please select one):

Under 16

I have been an Apex resident for
less than 1 year

Conflict of Interest Declarations and Disclosures

Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?
No

If you selected yes, please provide additional details below. If not, please indicate NA.

NA

Are you an immediate family member of a current Town of Apex Employee, Town Elected Official, or Advisory Board/ Committee appointee?
No

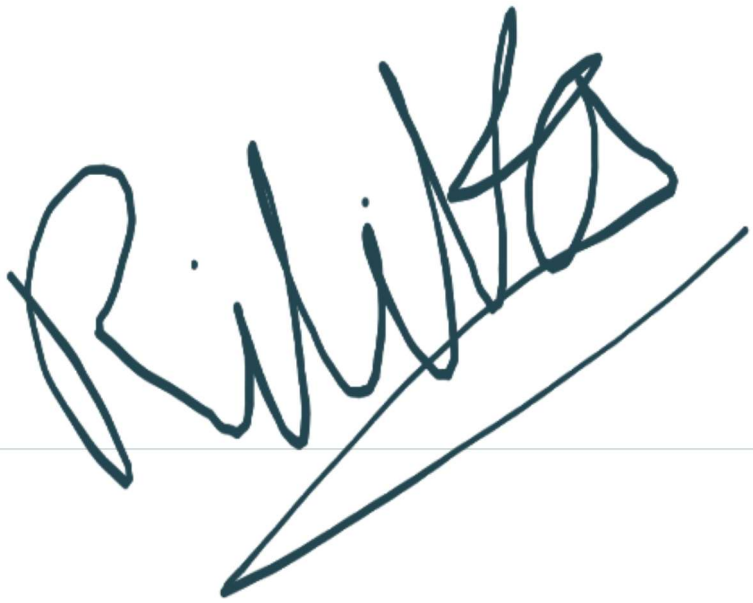
If you selected yes, please the immediate family members name and affiliation with the Town. If not, please indicate NA.

NA

Have you reviewed the Town of Apex Resident Advisory Board Administrative Policy?
Yes

I, hereby, authorize Town of Apex to verify all information included in this application. I certify that the information contained in this application is true according to the best of my knowledge and belief. I certify that I am providing my legal name and address in which I reside. I understand that inaccurate or untrue information will be cause for immediate removal from any appointed advisory board. By submitting this application, I agree to adhere to all Town policies pertaining to advisory boards, including attendance. I understand that this application is subject to the N.C. Public Records Law (NCGS § 132-1) and may be released upon request.

Please signing below



TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
CAAB	Broadnax	Jessica	New	CL	BOA, EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Famolare	Christy	New	CL	PRAB	**JKG**	**TM**	AZ	**EG**	**SR**	SM	**3**
CAAB	Harrien	Darryl	Reappoint	CL	PRAB	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Mohammad	Ishak	New	CL	BOA, EAB, MTAB, PB	JKG	TM	AZ	EG	SR	**SM**	**1**
CAAB	Premlata	Vaishnava	New	CL	BOA, EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB	Prendes	Amie	New	CL	N/A	**JKG**	TM	**AZ**	EG	SR	SM	**1**
CAAB	Schultz	Erin	New	CL	N/A	JKG	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
CAAB	Shoyoye	Adesiyan "Shiyan"	New	CL	PRAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Chappidi	Sathvika	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Corsetti	Julianna	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
CAAB-Youth	Jain	Nirjara	New	CL	MTAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Koshti	Ritu	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**1**
CAAB-Youth	Linson	Makyia	New	CL	EAB	JKG	TM	AZ	EG	SR	SM	**0**
CAAB-Youth	Liu	Angela	New	CL	EAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Andrady	Alana	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Green	Alexis	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Linson	Makyia	New	CL	CAAB	JKG	TM	AZ	**EG**	SR	SM	**1**
EAB-Youth	Liu	Angela	New	CL	CAAB, PRAB	**JKG**	**TM**	AZ	EG	**SR**	**SM**	**3**
EAB-Youth	Pancras	Arni	New	CL	MTAB, PB, PRAB	JKG	TM	**AZ**	EG	SR	SM	**1**
EAB-Youth	Singareddy	Vishwacq	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
EAB-Youth	Strobl	Graham	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Bacola	Robert	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Gerhard	William "Billy"	**Other**	CL	BOA, EAB, PB	JKG	**TM**	**AZ**	EG	SR	SM	**2**
MTAB	Gregus	Louis	New	CL	BOA, PB	**JKG**	TM	AZ	**EG**	SR	SM	**1**
MTAB	Jain	Nijara	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Lawrence	Kevin	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Meadows	John	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Poythress	Michael	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Pritchard	Ewan	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Rodgers	Martha	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Saket	Jain	**Other**	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB	Shealey	Christopher	New	CL	PB	JKG	TM	AZ	EG	**SR**	**SM**	**2**
MTAB	Waldorf	William	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Bang	Elizabeth	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Kadari	Samiksha	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	**EG**	**SR**	**SM**	**5**
MTAB-Youth	Pancras	Arni	New	CL	EAB, PB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
MTAB-Youth	Tadishetti	Ritika	New	CL	EAB, PB	JKG	TM	AZ	EG	SR	SM	**0**

08/24/2026
Prepared by Town Clerk Allen Coleman

TOWN OF APEX
COUNCILMEMBER NOMINATIONS FOR RESIDENT ADVISORY BOARD OPENINGS
OFFICIAL NOMINATION RECORD

Board(s) Applied	Legal Last Name	Legal First Name	New / Reappoint	Corporate Limits (CL) / ETJ	Alternative Board Interest(s)	Mayor Jacques K. Gilbert *(Recommendation)*	Mayor Pro-Tempore Terry Mahaffey	Councilmember Arno Zegerman	Councilmember Ed Gray	Councilmember Shane Reese	Councilmember Sue Mu	TOTAL
PRAB	Baber	Robert	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Broadnax	Jessica	New	CL	BOA, CAAB, EAB, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Croom	Jeremy	Reappoint	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB	Famolare	Christy	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB	McQuaig	Jessica	New	CL	EAB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB	Shoyoye	Adesiayn "Shiyan"	New	CL	CAAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Herbst	James "Jim"	New	CL	N/A	**JKG**	**TM**	**AZ**	EG	**SR**	**SM**	**4**
PRAB-Senior	McClellan	Beverly	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Mohammad	Ishak	New	CL	BOA, CAAB, EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**
PRAB-Senior	Staiano	Adriana	New	CL	BOA, PB	JKG	TM	AZ	**EG**	SR	SM	**1**
PRAB-Youth	Liu	Angela	New	CL	CAAB, EAB	JKG	TM	**AZ**	EG	SR	SM	**0**
PRAB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PB	**JKG**	**TM**	AZ	**EG**	**SR**	**SM**	**4**
PRAB-Youth	Rao	Adhvick	Reappoint	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Bang	Elizabeth	New	CL	EAB, MTAB	JKG	**TM**	AZ	EG	SR	SM	**1**
PB-Youth	Cook	Kaleb	New	CL	N/A	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Dickerson	Maxwell "Max"	New	CL	N/A	JKG	TM	AZ	**EG**	SR	SM	**0**
PB-Youth	Jesperson	Nathan	New	CL	N/A	**JKG**	TM	**AZ**	**EG**	**SR**	**SM**	**4**
PB-Youth	Pancras	Arni	New	CL	EAB, MTAB, PRAB	JKG	TM	AZ	EG	SR	SM	**0**
PB-Youth	Tadishetti	Ritika	New	CL	EAB, MTAB	JKG	TM	AZ	EG	SR	SM	**0**

LEGEND	
	Nominations
Other	Currently Appointed to Another Board / Serving

08/24/2026
Prepared by Town Clerk Allen Coleman

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: QUARTERLY PUBLIC ART MOMENT

Meeting Date: September 22, 2026

Item Details

Presenter(s): Tom Colwell, Chair

Department(s): Culture and Arts Advisory Board

Requested Motion

Receive as information the quarterly Public Art Moment presentation, including updates on current and upcoming public art initiatives throughout Apex.

Approval Recommended?

No

Item Details

The Apex Culture and Arts Advisory Board, Chair, will present its quarterly Public Art Moment to provide Town Council with updates on current and upcoming public art initiatives throughout Apex.

The presentation will include updates on upcoming mural projects at the Saunders Street Parking Lot retaining wall and the Nature Park Amphitheatre; recognition of the recent Sculpture Walk award winners; and downtown window painting activities.

An update will also be provided on development of the Town's 10-year Public Art Master Plan. Cultural Planning Group conducted stakeholder engagement from May through August 2026 and is currently preparing an executive summary, with a tentative proposal anticipated to be presented to Town Council in October or November 2026.

Attachments

- PA1-A1: Public Art Moment Presentation – 3rd Quarter Calendar Year 2026

Quarterly Public Art Moment

Apex Culture & Arts Advisory Board

September 2026

Upcoming Murals

Saunders Street Parking Lot Retaining Wall – Phase 1

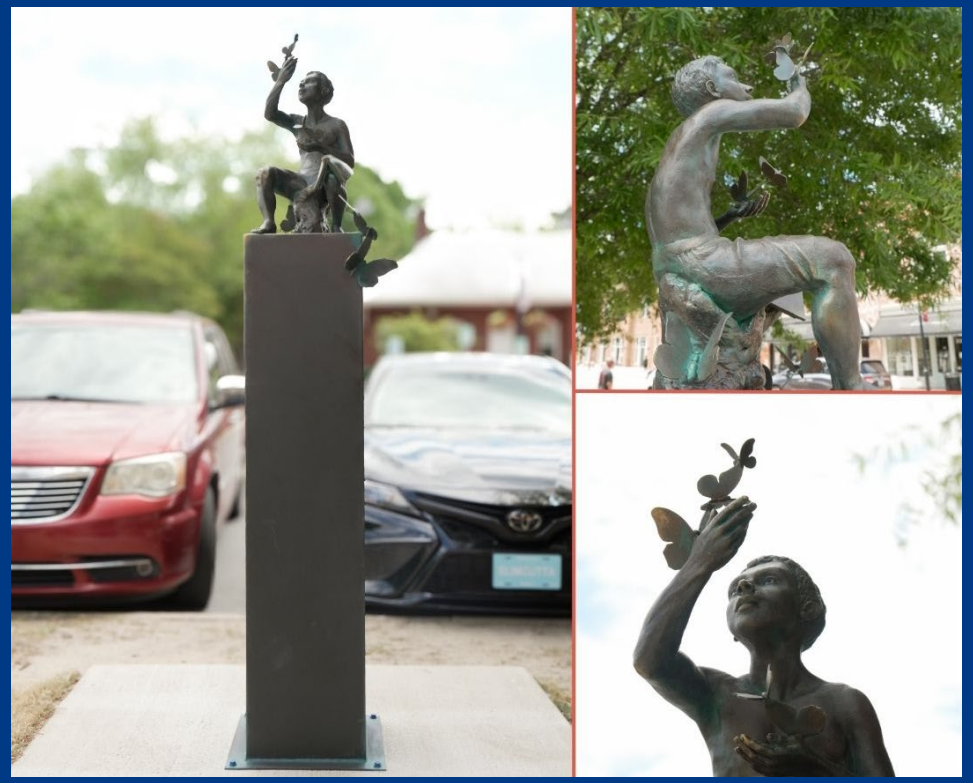
Nature Park Amphitheatre Base Structure

Sculpture Walk Award Winners

PEOPLES' CHOICE WINNER

"The Butterfly Enchanter"

by Aldo Muzzarelli



BEST IN SHOW WINNER

"Inspired"

by Jessica Bradsher

Public Art Master Plan Update

- Creating a 10-year Public Art Master Plan to guide investment, programming, and policy lead by Cultural Planning Group (CPG)
- CPG conducted stakeholder engagement from May-August 2026, including interviews, working sessions, on-site visits, and a town-wide online survey.
- CPG is in the process of writing up their executive summary prior to additional stakeholder meetings.
- Tentative proposal to Council in October/November 2026.

Downtown Window Painting

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 22, 2026

Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

Requested Motion

Motion to adopt the Resolution Approving and Authorizing the Sale and Issuance of Limited Obligation Bonds and related documents in connection with the financing of various capital improvements for the Town of Apex, issuance not to exceed $16,000,000, and requesting approval of the financing arrangement by the North Carolina Local Government Commission (NCLGC).

Approval Recommended?

Yes

Item Details

The Town plans to issue Limited Obligation Bonds in an aggregate principal amount not to exceed $16,000,000 to finance several capital projects, including improvements to Town Hall and the Tunstall House, various street and sidewalk improvements including Salem Street streetscaping, and acquisition of property for a future Public Safety Station. Bond proceeds may also be used to pay costs associated with the financing.

The Town anticipates approval by the North Carolina Local Government Commission (NCLGC) at the Commission's October 6th meeting.

Pursuant to N.C.G.S. § 160A-20, a public hearing is required prior to the issuance of the Limited Obligation Bonds. Following the public hearing, Town Council will consider a resolution approving and authorizing the sale and issuance of the bonds and the related financing documents.

The financing documents include the Master Trust Agreement, First Supplemental Trust Agreement, Deed of Trust, Bond Purchase Agreement, and Preliminary Official Statement. The bonds will be secured by a Deed of Trust granting a lien on all or a portion of the project property, together with applicable improvements and fixtures.

The proposed resolution authorizes bonds in an amount not to exceed $16,000,000, with a true interest cost not to exceed 5.00% per annum and a final maturity no later than August 1, 2046.

Attachments

- PH1-A1: PowerPoint - Limited Obligation Bond Order Authorization - $16M
- PH1-A2: Master Trust Agreement - Limited Obligation Bond Order Authorization - $16M
- PH1-A3: First Supplemental Trust Agreement - Limited Obligation Bond Order Authorization - $16M
- PH1-A4: Deed of Trust - Limited Obligation Bond Order Authorization - $16M
- PH1-A5: Bond Purchase Agreement - Limited Obligation Bond Order Authorization - $16M – ***pending***
- PH1-A6: Preliminary Official Statement - Limited Obligation Bond Order Authorization - $16M – ***pending***
- PH1-A7: Approving Resolution - Limited Obligation Bond Order Authorization - $16M
- PH1-A8: RES-2026-071 - Resolution of Intent to Authorize Limited Obligation Bonds - Various CIP - PH September 22, 2026
- PH1-A9: Affidavit of Publication – Public Hearing Notice on Intent of Limited Obligation Bond Order Authorization - $16M

2026 Limited Obligation Bond

NCGS 160A-20 Public Hearing

APEX
NORTH CAROLINA

Process Calendar

Date	Action
7/30/2026	*Initial Notification of Intent to Incur Debt to the LGC*
8/21/2026	*Finance Officer notifies North Carolina General Assembly*
8/25/2026	*Town Council adopts initial resolution and sets public hearing*
9/1/2026	*Finance Officer submits application to LGC*
9/22/2026	**Town Council receives documents, conducts public hearing and adopts resolution**
10/6/2026	LGC Meeting
10/14/2026	Official Statement Goes Public
10/22/2026	Pricing Finalized
10/11/2026	Closing

As of 8/7/2026

Financing Team

Entity	Role
Town of Apex	Issuer
Local Government Commission	Regulatory Entity
DEC Associates	Financial Adviser
Womble, Bond & Dickinson LLP	Bond Counsel
Hilltop Securities	Underwriter
Pope Flynn, LLP	Underwriter’s Counsel
US Bank	Trustee

As of 8/7/2026

History

- Prior budget authorizations in Town Budget(s) intended these projects be financed either partially or fully:
  - Tunstall House Renovation/Restoration
  - Salem Streetscape
  - Town Hall Renovations

- The Town's capital improvement plan also includes land acquisition for a public safety station (#7).

- This slate of projects is underway and being combined into a single issuance.

Estimated Amounts For Borrowing

The purpose of the $16,000,000 hearing is to set a not-to-exceed figure.

These are preliminary figures, subject to change as the Town moves through the pricing process.

Streetscape	$	5,080,500
Town Hall Renovation	$	4,508,942
Tunstall House	$	3,403,097
Land Acqusition	$	2,000,000
Subtotal	$	14,992,539
Issuance Cost		340,000
Subtotal		340,000
Grand Total	$	15,332,539

The Bonds

- 20 year amortization schedule (first payments begin before 6/30/2027, final payments before 6/30/2047)

- Average annual payment: $1,036,640
  (funded entirely within existing dedicated property tax rate model)

- Collateralized with Town-owned real property

Total Estimate Principal	Total Interest Estimate	Total Payment Estimate
$14.6	$7.1	$21.7m

- The Town anticipates earning some bond premium on the sale, which will provide the difference between estimated principal and total borrowed.

Action Today:

- Conduct public hearing
- Motion to adopt the approving resolution

Place Holder Slide for Public Hearing

- Public Hearing

Draft No. 2
September 8, 2026

MASTER TRUST AGREEMENT

Dated as of November 1, 2026

Between

TOWN OF APEX, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Town of Apex, North Carolina
Limited Obligation Bonds

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MASTER TRUST AGREEMENT

This MASTER TRUST AGREEMENT, dated as of November 1, 2026 (this "Master Trust Agreement"), between the TOWN OF APEX, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the "Town"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, which is authorized under such laws to exercise trust powers (the "Trustee");

WITNESSETH:

WHEREAS, the Town is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"), the Town may finance or refinance (a) the purchase of real or personal property or (b) the construction of fixtures or improvements on real property by contracts that create in the property so acquired or in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for such purchase or construction;

WHEREAS, the Town desires to finance the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "2026 Project") and to finance the same;

WHEREAS, the Town has developed a plan of finance under which the Town will enter into this Master Trust Agreement with the Trustee providing for the issuance by the Town from time to time of limited obligation bonds, each such limited obligation bond constituting a contract between the Town and the owners of such limited obligation bonds to provide funds to the Town for the purpose of financing or refinancing all or a portion of the costs of various capital projects, the payments thereunder to be secured on a parity with all other bonds issued pursuant to the provisions hereof by the security created hereunder, and for the Town to repay such financings as herein provided;

WHEREAS, the Town currently desires to provide for the issuance of the Series 2026 Bonds (hereinafter defined) as provided in this Master Trust Agreement and the First Supplemental Trust Agreement to provide funds, together with any other available funds, to (a) pay or reimburse the costs of the 2026 Project and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2026 Bonds;

WHEREAS, the Town may hereafter desire to (a) finance various other capital projects pursuant to the provisions of this Master Trust Agreement or (b) refund or refinance certain outstanding Bonds (hereinafter defined) issued hereunder or other indebtedness by issuing additional Bonds (hereinafter defined) as provided hereunder;

WHEREAS, in order to secure such repayment and the performance by the Town of its other obligations hereunder, the Town will execute and deliver the Deed of Trust (hereinafter defined) granting a lien on the site of the Town's Town Hall constituting a portion of the 2026 Project, together with all improvements and fixtures located and to be located thereon, all as more particularly described in the Deed of Trust (the "Mortgaged Property");

WHEREAS, under the Constitution and laws of the State of North Carolina, including the Act, the Town is authorized to enter into this Master Trust Agreement, to issue the Bonds as hereinafter provided and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted;

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist and be performed precedent to and in the execution and delivery of this Master Trust Agreement have happened, exist and have been performed as so required to make this Master Trust Agreement a valid and binding agreement of the Town; and

WHEREAS, the Trustee has accepted the trusts created by this Master Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 101 Meaning of Words and Terms. In addition to words and terms defined elsewhere in this Master Trust Agreement, the following words and terms as used in this Master Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Additional Payments" means the additional payments required to be made by the Town pursuant to Section 801.

"Additional Project" means any building, facility, fixture or other improvement financed with the proceeds of Bonds, other than the 2026 Project.

"Authorized Officer" means the Town Manager, the Finance Director or any other person designated by the Town from time to time to perform the duties imposed on an Authorized Officer by this Master Trust Agreement pursuant to an Officer's Certificate filed with the Trustee for such purpose and containing the specimen signatures of such persons.

"Bond" or "Bonds" means the Series 2026 Bonds and any other bonds or notes issued under the provisions of Section 208 and secured on a parity with each other by this Master Trust Agreement.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing in matters pertaining to the validity of, and the tax-exempt status of interest on, obligations issued by states and their political subdivisions and acceptable to the Town.

"Bond Fund" means the fund created and designated the "Town of Apex, North Carolina Limited Obligation Bonds Bond Fund" by Section 501.

"Business Day" means a day on which the Trustee and the New York Stock Exchange are open for the purpose of conducting their businesses.

"Certificate of Completion" means the certificate of an Authorized Officer stating that the 2026 Project or any Additional Project (or any component thereof financed with a particular Series of Bonds) has been completed as required by Section 405.

"Deed of Trust" means the Deed of Trust, of even date herewith, from the Town to the Deed of Trust Trustee for the benefit of the Trustee, granting a lien on the Mortgaged Property, including any amendment or supplement thereto as permitted thereby and by this Master Trust Agreement.

"Deed of Trust Trustee" means the trustee serving from time to time under the Deed of Trust.

"Defaulted Interest" means Defaulted Interest as defined in Section 202.

"Defeasance Obligations" means non-callable Government Obligations.

"Event of Default" means each of those events of default set forth in Section 902.

"Event of Nonappropriation" means (a) the failure by the Town Council to budget and appropriate in its budget for any Fiscal Year moneys sufficient to pay all payments of principal and interest on the Bonds (reasonably estimated in the case of any Bonds issued bearing a variable interest rate) and the reasonably estimated Additional Payments coming due in such Fiscal Year or (b) the deletion by the Town Council from its duly adopted budget of any appropriation made for the purposes specified in clause (a) above. In the event that during any Fiscal Year, Additional Payments shall become due and payable that were not included in the Town's current budget, and if there are no moneys available to pay such Additional Payments within sixty (60) days subsequent to the date upon which such Additional Payments are due and payable, an Event of Nonappropriation shall be deemed to have occurred upon notice being given by the Trustee to the Town to such effect.

"First Supplemental Trust Agreement" means the First Supplemental Trust Agreement, dated as of November 1, 2026, between the Town and the Trustee, setting forth the terms and provisions with respect to the Series 2026 Bonds, including any amendments or supplements thereto.

"Fiscal Year" means the period commencing on the first day of July of any year and ending on the last day of June of the following year.

"Fitch" means Fitch Inc. d/b/a Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"Government Obligations" means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America in either certificated or book-entry form, including (a) to the extent permitted by law, evidences of ownership of, or fractional undivided interests in, future interest and principal payments on such obligations and (b) to the extent permitted by law, obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended by Section 511(a) of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, and commonly known as "interest strips" of the Resolution Funding Corporation.

"Interest Account" means the account in the Bond Fund created and so designated by Section 501.

"Interest Payment Date" means, with respect to any Series of Bonds, each of the interest payment dates provided for in the Supplemental Trust Agreement relating to such Series.

"Investment Obligations" means any investments which at the time of investment are authorized by Section 159-30 of the General Statutes of North Carolina, as it may be amended

from time to time, or any successor statute, except as may otherwise be modified in a Supplemental Trust Agreement.

"Issuance Costs" means and further includes all items of expense directly or indirectly payable by or reimbursable to the Town relating to the sale and issuance of the Bonds, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, initial fees and expenses of the Trustee, bond insurance premiums, initial credit facility or liquidity facility fees, Trustee, remarketing and tender agent fees, legal fees and expenses, financing and other professional consultant fees, costs of rating agencies and costs of providing information to such rating agencies, fees for execution, transportation and safekeeping of the Bonds and charges, fees and expenses in connection with the foregoing.

"Local Government Commission" means the Local Government Commission, a division of the Department of the State Treasurer of the State.

"Moody's" means Moody's Investors Service, Inc. and its successors and assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"Mortgaged Property" means the property subject to the lien created by the Deed of Trust, initially consisting of the site of the Town's Town Hall constituting a portion of the 2026 Project, together with all buildings, improvements and fixtures located or to be located thereon.

"Net Proceeds" means any proceeds of insurance or taking by eminent domain or condemnation paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Net Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Section 507.

"Officer's Certificate" means a certificate signed by an Authorized Officer.

"Outstanding" when used with reference to Bonds means, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Trust Agreement, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be no longer Outstanding pursuant to Section 304;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Master Trust Agreement;

(d) Bonds deemed to have been paid in accordance with Article XIII; and

(e) Bonds deemed to have been purchased in accordance with the provisions of the applicable Supplemental Trust Agreement in lieu of which other Bonds have been delivered under such Supplemental Trust Agreement.

"Owner" means a person or entity in whose name a Bond is registered in the registration books provided for in Section 205.

"Permitted Encumbrances" means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord's, warehouseman's, carrier's, worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers' compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation; (e) the lien created by the Deed of Trust or any lease of all or any portion of the Mortgaged Property permitted by Section 712; (f) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date the property subject to such encumbrance becomes Mortgaged Property and that the Town certifies to the Trustee in writing will not materially impair the use of such Mortgaged Property for its intended purpose; (g) easements, licenses, rights of way, air rights and other rights or privileges of a similar nature with respect to any part of the Mortgaged Property that are either subordinate to the lien of the Deed of Trust or otherwise permitted by Section 4 of the Deed of Trust; (h) this Master Trust Agreement or any Supplemental Trust Agreement; and (i) any other encumbrances described in a policy of title insurance required by Section 604.

"Prior Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond, and for purposes of this definition, any Bond authenticated and delivered under Section 210 in lieu of a lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the lost, destroyed or stolen Bond.

"Principal Account" means the account in the Bond Fund created and so designated by Section 501.

"Project Costs" means, with respect to any item or portion of the 2026 Project or any Additional Project, the contract price paid or to be paid therefor upon construction, acquisition, remodeling, improvement or equipping thereof, in accordance with a purchase order or contract therefor. Project Costs include payment or the reimbursement of the Town for the payment of the administrative, engineering, legal, financial and other costs incurred by the Town in connection with the acquisition, construction or equipping of the 2026 Project or any Additional Project, all costs incurred for the payment of interest on a Series of Bonds during the period of acquisition, construction or equipping of the 2026 Project or any Additional Project, and include all applicable sales taxes and other charges resulting from such acquisition, construction and equipping of the 2026 Project or any Additional Project.

"Project Fund" means the fund created and designated the "Town of Apex, North Carolina Limited Obligation Bonds Project Fund" by Section 401.

"Rating Agency" means Fitch, Moody's and S&P, but only to the extent that such entity is then maintaining a rating on any of the Bonds.

"Redemption Account" means the account in the Bond Fund created and so designated by Section 501.

"Redemption Price" means, with respect to Bonds, the principal amount of such Bonds called for redemption plus the applicable premium, if any, payable upon redemption thereof.

"Regular Record Date" means, with respect to any Series of Bonds, the regular record date, if any, provided for in the Supplemental Trust Agreement relating to such Series.

"S&P" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, and its successors and assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"Securities Depository" means the Depository Trust Company, or any other recognized securities depository selected by the Town, which maintains a book-entry system in respect of a Series of Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

"Securities Depository Nominee" means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Trustee the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

"Serial Bonds" means the Bonds of any Series that are stated to mature in consecutive annual installments.

"Series," whenever used herein with respect to Bonds, means all of the Bonds designated as being of the same series.

"Series 2026 Bonds" means the Town of Apex, North Carolina Limited Obligation Bonds, Series 2026.

"Sinking Fund Account" means the account in the Bond Fund created and so designated by the provisions of Section 501.

"Sinking Fund Requirement" means, with respect to any Series of Bonds, the Sinking Fund Requirement provided in the Supplemental Trust Agreement relating to such Series.

"Special Record Date" means a date fixed by the Trustee for determining the Owner of Bonds for the payment of Defaulted Interest pursuant to Section 202.

"State" means the State of North Carolina.

"Supplemental Trust Agreement" means any supplemental trust agreement executed and delivered by the Town authorizing the issuance of any particular Series of Bonds that is required to be executed and delivered by this Master Trust Agreement prior to the issuance of any such Series, including the First Supplemental Trust Agreement.

"Term Bonds" means the Bonds of any Series, other than Serial Bonds, which are designated as such in the Supplemental Trust Agreement for such Series.

"Town" means the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the laws of the State, and any successor thereto.

"Town Council" means the Town Council of the Town.

"Trust Agreement" means collectively, this Master Trust Agreement, each Supplemental Trust Agreement and any supplements and amendments hereto and thereto permitted hereby or thereby.

"Trustee" means the Trustee serving as such under the Trust Agreement, whether original or successor.

"2026 Project" has the meaning set forth in the recitals to this Master Trust Agreement.

Section 102 Rules of Construction. (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number.

(b) References herein to particular articles or sections are references to articles or sections of this Master Trust Agreement unless some other reference is indicated.

(c) References herein to specific sections or chapters of the General Statutes of North Carolina or to specific legislative acts are intended to be references to these sections, chapters or acts as amended and as they may be amended from time to time by the General Assembly of North Carolina, or any successor statute.

(d) Provisions calling for the redemption of Bonds or the calling of Bonds for redemption do not mean or include the payment of Bonds at a stated maturity or maturities.

ARTICLE II

THE BONDS

Section 201 Limitation on Issuance of Bonds. No Bonds may be issued under this Master Trust Agreement except in accordance with the provisions of this Article. The principal of, premium, if any, and interest on all Bonds issued under the provisions of this Master Trust Agreement shall be payable solely as described by this Master Trust Agreement and the respective Supplemental Trust Agreements for their payment. All covenants, agreements and provisions of this Master Trust Agreement shall be for the benefit and security of all present and future Owners of Bonds without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter or in any Supplemental Trust Agreement provided, of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise.

Section 202 Details of Bonds. Bonds authorized hereunder may be issued in one or more Series that may be delivered from time to time. The Town shall by Supplemental Trust Agreement authorize such Series and shall specify, to the extent appropriate, (a) the authorized principal amount of such Series, (b) the date and terms of maturity or maturities of the Bonds of such Series, or the dates of payment of the Bonds on the demand of the Owner; (c) the interest rate or rates of the Bonds of such Series, which may include variable, adjustable, convertible or other rates, original issue discount, capital appreciation bonds, municipal multipliers or other deferred interest arrangements and zero interest rate bonds, provided that the interest cost of such Series shall never exceed for such Series the maximum interest rate, if any, permitted by law in effect at the time such Series is issued; (d) the Interest Payment Dates for such Series of Bonds; (e) the denominations, numbering, lettering and series designation of such Series of Bonds; (f) the place or places of payment of such Bonds; (g) the redemption dates and Redemption Prices for such Series of Bonds and any terms of redemption not inconsistent with the provisions of this Master Trust Agreement, which may include mandatory redemption at the election of the Owner thereof to the extent permitted by law; (h) the terms of any optional or mandatory tender requirement, if any, for such Series of Bonds; (i) the use to be made of proceeds of such Series of Bonds, including, without limitation, the deposits required to be made into the Project Fund or appropriate subaccount of the Interest Account or any debt service reserve fund; (j) provisions relating to any collateral security, bond insurance or a credit facility or liquidity facility for such Series and (k) any other terms or provisions applicable to the Series of Bonds not inconsistent with the provisions of this Master Trust Agreement or the Act. All of the foregoing may be added by Supplemental Trust Agreements executed at any time or from time to time prior to the issuance of such Series of Bonds.

Each Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) authenticated prior to the first Interest Payment Date, in which event it shall bear interest from its date or such later date as is specified in the Supplemental Trust Agreement providing for its issuance; provided, however, that if at the time of authentication of any Bond interest is in default, such Bond shall bear interest from the date to which interest has been paid.

Unless otherwise provided in a Supplemental Trust Agreement, the principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. The payment of interest on each Bond shall be made (a) by the Trustee on each Interest Payment Date to the person or entity appearing on the registration books of the Trustee as the registered owner thereof as of the Regular Record Date by check mailed to the registered owner at his address as it appears on such registration books, or (b) by such additional or alternative means as is provided in any Supplemental Trust Agreement providing for the issuance of such Bond. Unless otherwise provided in a Supplemental Trust Agreement, payment of the principal of all Bonds (other than pursuant to mandatory sinking fund redemption) shall be made upon the presentation and surrender of such Bonds at the designated corporate trust office of the Trustee as the same become due and payable (whether at maturity or by redemption, acceleration or otherwise).

Any interest on any Bond of any Series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner; and such Defaulted Interest may be paid by the Town, at its election in each case, as provided in subsection A or B below:

A. The Town may elect to make payment of any Defaulted Interest on the Bonds of any Series to the persons or entities in whose names such Bonds (or their respective Prior Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Town shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time, the Town shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons or entities entitled to such Defaulted Interest as in this Subsection provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Town of such Special Record Date and, in the name and at the expense of the Town, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner at his address as it appears in the registration books maintained under Section 205 not less than ten (10) days prior to such Special Record Date. The Trustee shall, if directed by an Authorized Officer, in the name and at the expense of the Town, cause a similar notice to be published at least once in (i) a financial journal distributed in the Borough of Manhattan, City and State of New York, and (ii) a newspaper of general circulation in the Town of Apex, North Carolina, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons or entities in

whose names the Bonds (or their respective Prior Bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following subsection B below.

B. The Town may make payment of any Defaulted Interest on the Bonds of any Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Town to the Trustee of the proposed payment pursuant to this Subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Bond delivered under this Master Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 203 Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signatures of, the Mayor or Mayor Pro Tempore of the Town or the Town Manager of the Town and the official seal of the Town shall be impressed, or a facsimile thereof imprinted, on the Bonds and attested by the manual or facsimile signature of the Town Clerk or any Deputy or Assistant Town Clerk of the Town. In case any officer whose signature or a facsimile of whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature or such facsimile nevertheless shall be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond are the proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers.

The definitive Bonds are issuable as permitted or required by the respective Supplemental Trust Agreement providing for the issuance of Bonds of any Series. Bonds may be issued under a book-entry system and held by a Securities Depository. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the applicable rules and regulations of any governmental authority or any securities exchange on which the Bonds may be listed or to any requirement of law with respect thereto.

Section 204 Exchange of Bonds. Bonds, upon surrender thereof at the designated corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series and maturity, of any denomination or denominations authorized by the Supplemental Trust Agreement pursuant to which such Bonds were issued, bearing interest at the same rate and in the same form as the Bonds surrendered for exchange.

The Town shall make provision for the exchange of Bonds at the designated corporate trust office of the Trustee.

Section 205 Transfer and Registration of Transfer of Bonds. Unless provided to the contrary in a Supplemental Trust Agreement, and as permitted by law, the Trustee shall keep books for the registration and the registration of transfer of the Bonds. The registration books shall be available at all reasonable times for inspection by the Town and any Owner of such Bonds and may be copied by either of the foregoing and their agents or representatives.

The transfer of any Bond may be registered only upon the books kept for the registration and registration of transfer of Bonds upon presentation thereof to the Trustee together with an assignment duly executed by the Owner or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, in such form as shall be satisfactory to the Trustee. No transfer of any Bond shall alter the ownership of such Bond for purposes of this Master Trust Agreement unless such transfer is registered with the Trustee. Upon any such registration of transfer, the Town shall, if necessary, execute and the Trustee shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by the Supplemental Trust Agreement pursuant to which such Bond was issued, in the aggregate principal amount equal to the principal amount of such Bond surrendered or exchanged, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Town shall, if necessary, execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Master Trust Agreement. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Trustee. No service charge shall be made for any registration, transfer or exchange of Bonds, but the Town and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Unless otherwise required by the applicable Supplemental Trust Agreement, neither the Town nor the Trustee shall be required (a) to issue, transfer or exchange Bonds during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or (b) to transfer or exchange any Bond so selected for redemption in whole or in part.

Section 206 Ownership of Bonds. The Town, the Trustee and any agent of the Town or the Trustee, may treat the person or entity in whose name any Bond is registered, including, without limitation, any Securities Depository Nominee, as the Owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest on such Bond, and for all other purposes whatsoever, whether or not such Bond be overdue, and, to the extent permitted by law, neither the Town, the Trustee, nor any such agent shall be affected by notice to the contrary.

Section 207 Authentication of Bonds. Only such Bonds as have endorsed thereon a certificate of authentication substantially in the form set forth in the Supplemental Trust Agreement pursuant to which such Bonds are issued, duly executed as provided in the Supplemental Trust Agreement, shall be entitled to any benefit or security under this Master Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication on the Bond has been duly executed and dated as provided in the Supplemental Trust Agreement, and such certificate upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Master Trust Agreement. The certificate of authentication on any Bond shall be deemed to have been duly executed and dated if

signed by an authorized officer of the party authorized under the Supplemental Trust Agreement but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds or any Series thereof that may be issued hereunder at any one time.

Section 208 Terms and Conditions for Issuance of Bonds. Before any Bonds shall be issued, the Town shall execute and deliver a Supplemental Trust Agreement authorizing the issuance of such Bonds, fixing the amount and the details thereof as provided in Section 202 and describing in brief and general terms the purpose for issuing such Bonds. The Series 2026 Bonds shall be issued for the purposes set forth in the First Supplemental Trust Agreement. Additional Bonds may be issued for the purpose of providing funds, with any other available funds, for paying:

(a) the Project Costs for completion of the 2026 Project,

(b) the Project Costs for any Additional Project, and

(c) the costs (including financing costs) of refunding any Bonds or, to the extent permitted by law, indebtedness other than Bonds.

Unless otherwise provided in the Supplemental Trust Agreement, the Bonds of each Series shall be designated "Town of Apex, North Carolina Limited Obligation Bonds, Series ____" (inserting the year such Bonds are issued and any other distinctive letter, number or other identifier as the Town may determine), shall be stated to mature, subject to the right of prior redemption as therein set forth, on the date or dates specified therein, in such year or years not later than forty (40) years from their date, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered and shall have such redemption provisions (subject to the provisions of Article III), all as provided in the Supplemental Trust Agreement. Except to the extent described in Section 202, all such Bonds shall be on a parity with each other and shall be entitled to the same benefit and security of this Master Trust Agreement.

The Bonds shall be executed substantially in the form and in the manner hereinabove set forth and shall be deposited with the Trustee for authentication, but before the Bonds shall be authenticated and delivered to the Town for redelivery to the purchasers thereof, there shall be filed with the Trustee the following:

(i) an executed copy of this Master Trust Agreement;

(ii) an executed copy of the Supplemental Trust Agreement for the particular Series of Bonds;

(iii) an executed copy of the Deed of Trust and any modifications thereto that may be entered into in connection with the issuance of such Series of Bonds, and evidence satisfactory to the Trustee that the Deed of Trust and any such modifications have been or will be recorded in the office of the Register of Deeds of Wake County, North Carolina;

(iv) a copy, certified by the Town Clerk of the Town, of the resolution of the Town Council authorizing the particular Series of Bonds;

(v) a copy, certified by the Secretary or Deputy Secretary of the Local Government Commission, of the resolution(s) or order(s) of the Local Government Commission approving this Master Trust Agreement and the Supplemental Trust Agreement relating to a particular Series of Bonds, if so required by the Act;

(vi) an opinion of Bond Counsel to the effect that such Bonds have been duly authorized, executed and delivered and constitute valid and binding obligations of the Town, enforceable in accordance with their terms, subject to customary exceptions for bankruptcy, insolvency, reorganization and similar laws affecting creditor's rights; and

(vii) such other documents or other items as are required to be delivered to the Trustee pursuant to the Supplemental Trust Agreement.

When the documents mentioned in subsections (i) to (vii), inclusive, of this Section shall have been filed with the Trustee and when the Bonds shall have been executed and authenticated as required by this Master Trust Agreement, the Trustee shall deliver the Bonds at one time to or upon the order of the Town for redelivery to or upon the order of the purchasers thereof, but only upon payment to the Trustee or other persons or entities as provided in the Supplemental Trust Agreement of the purchase price of the Bonds and the accrued interest, if any, thereon to the date of issuance. The Trustee shall be entitled to rely upon the resolutions and documents mentioned in subsections (i) to (vii) of this Section as to all matters stated therein.

The proceeds (including accrued interest, if any) of the Bonds shall be applied simultaneously with the delivery of the Bonds as provided in the Supplemental Trust Agreement.

Section 209 Temporary Bonds. Until the definitive Bonds of any Series are ready for delivery, there may be executed, and upon direction of the Town, the Trustee shall deliver, in lieu of definitive Bonds and subject to the same limitations and conditions, except as to identifying numbers, printed, engraved, lithographed or typewritten temporary Bonds in denominations permitted by the applicable Supplemental Trust Agreement for the definitive Bonds, substantially of the tenor hereinabove set forth, with such appropriate omissions, insertions and variations as may be required. The Town shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and shall authenticate and deliver, in exchange therefor, at the place designated by the Owner, without expense to the Owner, a definitive Bond or Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall be entitled to the same benefit of the Trust Agreement as the definitive Bonds to be issued and authenticated hereunder, including the privilege of registration if so provided. Until definitive Bonds are ready for exchange, interest on temporary Bonds shall be paid when due and notation of such payment shall be endorsed thereon.

Section 210 Mutilated, Destroyed, Lost or Stolen Bonds. The Town shall cause to be executed, and the Trustee shall authenticate and deliver a new Bond of like date, number and tenor in exchange and substitution for and upon the cancellation of any mutilated Bond, or in lieu of and in substitution for any destroyed, lost or stolen Bond, and the Owner shall pay the reasonable expenses and charges of the Town in connection therewith. Prior to the delivery of a substitute

Bond, the Owner of any Bond which was destroyed, lost or stolen shall file with the Trustee evidence satisfactory to it of the destruction, loss or theft of such Bond and of the Owner's ownership thereof and shall furnish to the Town and to the Trustee such security or indemnity as may be required by them to save each of them harmless from all risks, however remote.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation of the Town, whether or not the destroyed, lost or stolen Bonds are found at any time or are enforceable by anyone, and shall be entitled to all the benefits and security hereof equally and proportionately with any and all other Bonds of the same Series duly issued under this Master Trust Agreement.

Section 211 Bonds Constitute Installment Contracts Under Act. Bonds issued under and pursuant to the terms hereof, together with corresponding obligations under the Trust Agreement and the Deed of Trust relating thereto, shall constitute installment contracts or contracts within the meaning of the Act entered into by the Town for the purpose of financing or refinancing the acquisition of real or personal property or the construction or repair of improvements thereon. The payment by the Town of the Bonds constituting such contracts shall be secured on a parity by the lien on the Mortgaged Property created under the Deed of Trust and by the other security provided for hereunder or in any Supplemental Trust Agreement to the extent provided herein or therein.

ARTICLE III

REDEMPTION

Section 301 Redemption Generally. The Bonds of any Series issued under this Master Trust Agreement may be made subject to redemption, at such times and prices, as may be provided by the Supplemental Trust Agreement authorizing the issuance of such Bonds.

Section 302 Selection of Bonds or Portions Thereof to be Redeemed. The Trustee shall select the Bonds or portions thereof to be redeemed in accordance with the terms and provisions of this Master Trust Agreement and the Supplemental Trust Agreement relating to such Bonds.

Section 303 Redemption Notice. The requirements for notice of redemption shall be set forth in the Supplemental Trust Agreement for each Series of Bonds.

Section 304 Effect of Calling for Redemption. On or before the date upon which Bonds are to be redeemed, the Town shall deposit with the Trustee money or Defeasance Obligations, or a combination of both, that will be sufficient to pay on the redemption date the Redemption Price of and interest accruing on the Bonds to be redeemed on such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions provided in the applicable Supplement Trust Agreement, the Bonds or portions thereof called for redemption shall be due and payable at the Redemption Price provided therefor, plus accrued interest to such date, and if moneys sufficient to pay the Redemption Price of the Bonds or portions thereof to be redeemed plus accrued interest thereon to the date of redemption are held by the Trustee in trust for the Owners of Bonds to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue; such Bonds or portions thereof shall cease to be entitled to any benefits or security under this Master Trust Agreement or to be deemed Outstanding; and the Owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the Redemption Price thereof, plus accrued interest to the date of redemption.

Bonds and portions of Bonds for which irrevocable instructions to pay on one or more specified dates or to call for redemption on any one or more dates as determined by the Town have been given to the Trustee in form satisfactory to it shall not thereafter be deemed to be Outstanding under this Master Trust Agreement and shall cease to be entitled to the security of or any rights under this Master Trust Agreement, and the Owners shall have no rights in respect of the same other than to receive payment of the principal or Redemption Price thereof and accrued interest thereon, to be given notice of redemption in the manner provided in Section 303, and to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds if money or Defeasance Obligations (that have maturity dates or redemption dates which, at the option of the holder of such Defeasance Obligations, shall not be later than the date or dates on which moneys will be required to effect such payment or redemption), or a combination of both, sufficient to pay the principal or Redemption Price of such Bonds or portions thereof, together with accrued interest thereon to the date upon which such Bonds are to be paid or redeemed, are held in separate accounts by the Trustee in trust for the Owners of such Bonds.

Any Supplemental Trust Agreement may provide that any notice of redemption, except a notice of redemption in respect of a Sinking Fund Requirement, may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the Redemption Price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys or Defeasance Obligations sufficient to pay the Redemption Price of and interest on such Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. The Supplemental Trust Agreement may also provide for the giving of notice of insufficient money prior to the redemption date and such other provisions as the Town may determine.

Section 305 Redemption of a Portion of Bonds. If less than all of an Outstanding Bond is selected for redemption, the Owner thereof or his attorney or legal representative, or legal representative of his estate if the Owner is deceased, shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption, and the redemption premium, if any, on such principal amount, and the Town shall, if necessary, execute and the Trustee shall authenticate and deliver to or upon the order of such Owner or his attorney or legal representative, without charge, for the unredeemed portion of the principal amount of the Bond so surrendered, a new Bond of the same Series and maturity, bearing interest at the same rate and of any denomination or denominations authorized by Supplemental Trust Agreement for such Bond.

Section 306 Cancellation. Bonds presented and surrendered in accordance with the provisions of this Article shall be canceled upon the surrender thereof.

ARTICLE IV

PROJECT FUND

Section 401 Project Fund. The Trustee shall establish a special fund designated as the "Town of Apex, North Carolina Limited Obligation Bonds Project Fund," shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as herein provided. When a Series of Bonds is issued under this Master Trust Agreement, the Trustee may establish separate accounts and subaccounts within the Project Fund to account for the proceeds of such Series of Bonds and any other funds. The moneys deposited in the Project Fund shall be held and applied by the Trustee in accordance with the provisions of this Article.

The Town hereby grants to the Trustee for the benefit of the Owners of respective Series of Bonds a lien on and a security interest in all monies and securities in the applicable accounts or subaccounts of the Project Fund relating to that Series of Bonds. The money in each such account or subaccount shall be held by the Trustee in trust and, pending application to the payment of the applicable Project Costs and/or Issuance Costs shall, to the extent permitted by law, be subject to a lien and charge in favor of the Owners of the respective Series of Bonds issued and Outstanding under this Master Trust Agreement and shall be held for the security of such Owners, except as otherwise provided herein or in any Supplemental Trust Agreement.

Section 402 Deposits to Project Fund; Payments from Project Fund. There shall be credited to the applicable account or subaccount of the Project Fund the proceeds of the sale of a Series of Bonds as required to be deposited therein pursuant to the applicable Supplemental Trust Agreement. There shall also be credited to the applicable account or subaccount of the Project Fund the proceeds of performance and labor and materials payment bonds paid to the Trustee pursuant to Section 705, all investment earnings on moneys held in the Project Fund and any other funds from time to time deposited with the Trustee for such purposes.

Payment of Project Costs and Issuance Costs shall be made from the applicable accounts and/or subaccounts of the Project Fund. All payments from the Project Fund shall be subject to the provisions and restrictions set forth in this Article, and the Town shall not cause or agree to permit to be paid from the Project Fund any sums except in accordance with such provisions and restrictions.

Section 403 Requisitions from Project Fund. Payments from the Project Fund shall be made in accordance with the provisions of this Section.

Upon request of the Town, the Trustee shall pay Issuance Costs and/or Project Costs directly from the appropriate account or subaccount of the Project Fund, but before any payment shall be made there shall be filed with the Trustee a requisition, in substantially the form set forth in Exhibit A attached hereto, signed by an Authorized Officer, stating:

(a) the requisition number for such payment;

(b) the name of the person or entity to whom such payment is due;

(c) the amount to be paid;

(d) a description of the purpose of such payment;

(e) that the obligation in the stated amount has been incurred by the Town, is presently due and payable and is a proper charge against the Project Fund that has not been paid; and

(f) from which account or subaccount of the Project Fund such Project Cost or Issuance Cost shall be paid.

Upon receipt of each requisition, the Trustee shall pay the obligations set forth in such requisition out of money in the applicable account or subaccount of the Project Fund, and each such obligation shall be paid by wire transfer or by check signed by one or more officers or employees of the Trustee designated for such purpose by the Trustee. If for any reason the Town should decide prior to the initiation of the payment by the Trustee of any item in a requisition not to pay such item, it shall give written notice of such decision to the Trustee, and thereupon the Trustee shall not make such payment.

Section 404 Reliance upon Requisitions. All requisitions received by the Trustee as conditions of payment from the Project Fund may be relied upon by the Trustee. Such requisitions shall be retained by the Trustee for so long as the Bonds are Outstanding and shall be subject at all reasonable times to examination by the Town and the Owners of Bonds then Outstanding.

Section 405 Completion of Project. The Town shall use its best efforts to cause the acquisition, construction and equipping of the 2026 Project and any Additional Project to be completed with all reasonable dispatch. Upon the completion of the 2026 Project and any Additional Project (or the applicable component thereof), the Town shall prepare and deliver to the Trustee a Certificate of Completion. The Certificate of Completion shall state that the 2026 Project or Additional Project (or applicable component thereof) has been completed and that there are no mechanic's or other liens against such 2026 Project or Additional Project (or applicable component thereof) for labor or materials furnished in connection therewith.

Section 406 Transfers of Unexpended Proceeds. Subject to the provisions of any Supplemental Trust Agreement, upon the Town's filing of a Certificate of Completion with the Trustee as described in Section 405, the Trustee shall withdraw all remaining moneys in the applicable account or subaccount of the Project Fund (other than any moneys retained therein to pay Project Costs and Issuance Costs not then due and payable) and deposit such moneys in the applicable account of the Bond Fund to be applied to the next succeeding payment of principal of or interest on the Series of Bonds from which such moneys are derived; provided, however, that if the Trustee receives a certificate of an Authorized Officer directing that the proceeds of such Bonds be applied to pay the cost of other components of the 2026 Project or Additional Project, as the case may be, or any other capital project of the Town, accompanied by an opinion of Bond Counsel to the effect that such application will not violate the laws of the State, including the Act, and will not cause the interest on such Series of Bonds to be includable in the gross income of the owners thereof for purposes of federal income taxation (to the extent so intended), then the Trustee shall apply the remaining moneys in such account or subaccount of the Project Fund to the purposes so directed. In the event that following completion of the 2026 Project or any Additional Project (or any component thereof), the Trustee shall not have received a Certificate of Completion, the Trustee may request the same in writing from the Town and, if such Certificate of Completion is

not delivered to the Trustee within forty-five (45) days, and if during such forty-five (45) day period the Trustee receives no notice from the Town to the effect that the 2026 Project or Additional Project (or such component thereof) is not complete, then the Trustee may treat the 45th day following the Trustee's transmittal of the request for a Certificate of Completion as the day such certificate is received by the Trustee.

ARTICLE V

OTHER FUNDS AND ACCOUNTS; PAYMENT OF DEBT SERVICE

Section 501 Establishment of Bond Fund. In addition to the Project Fund, there is hereby established the Town of Apex, North Carolina Limited Obligation Bonds Bond Fund, in which there are established the Interest Account, the Principal Account, the Sinking Fund Account and the Redemption Account. The Bond Fund and the accounts and subaccounts therein shall be established with and held by the Trustee.

Each Supplemental Trust Agreement shall provide, to the extent applicable, for the creation of a separate subaccount within the Interest Account, the Principal Account, the Sinking Fund Account and the Redemption Account with respect to each Series of Bonds, which subaccounts shall bear the designation of such Series of Bonds.

The money in all of the accounts and subaccounts of the Bond Fund shall be held in trust and applied as hereinafter provided and, pending such application, the money in the Bond Fund and the accounts and subaccounts therein shall be subject to a pledge, charge and lien in favor of the Owners of each of the respective Series of Bonds issued and Outstanding under this Master Trust Agreement and for the further security of such Owners, except as otherwise provided herein or in any Supplemental Trust Agreement.

A Supplemental Trust Agreement may provide for the creation of such other funds and accounts as the Town may determine for the Series of Bonds authorized by such Supplemental Trust Agreement.

Section 502 Payment of Debt Service. Subject to the limitations described in Section 801, the Town shall make the following payments to the Trustee in the following manner and order:

(a) At such time or times as provided in the Supplemental Trust Agreements, the Town shall deliver to the Trustee the amounts required by the Supplemental Trust Agreements for deposit in the appropriate subaccounts of the Interest Account, provided that if there shall not be sufficient money to satisfy all such deposits then required to be made, such deposits shall be made to each such subaccount of the Interest Account ratably according to the amounts so required to be deposited.

(b) At such time or times as provided in the Supplemental Trust Agreements, the Town shall deliver to the Trustee the amounts required by the Supplemental Trust Agreements for deposit in the appropriate subaccounts of the Principal Account and the Sinking Fund Account, provided that if there shall not be sufficient money to satisfy all such deposits then required to be made, such deposits shall be made to each such subaccount of the Principal Account and the Sinking Fund Account ratably according to the amounts so required to be deposited.

On or before the 45th day next preceding any date on which Serial Bonds are to mature or Term Bonds are to be redeemed pursuant to Sinking Fund Requirements therefor or are to mature, the Town may satisfy all or a portion of its obligation to make the payments required by subsections (a) and (b) of this Section by delivering to the Trustee Serial Bonds maturing or Term

Bonds maturing or required to be redeemed on such date. The price paid to purchase any such Bond, including accrued interest to the date of purchase, shall not exceed the principal or Redemption Price plus accrued interest to the date of purchase; provided, however, that the Trustee shall have no duty to confirm the purchase price paid by the Town. Upon such delivery, the Town shall receive a credit against amounts required to be deposited into the Interest Account and the Principal Account or the Sinking Fund Account, as the case may be, on account of such Bonds with respect to all interest payments for the remainder of the Fiscal Year and in the amount of 100% of the principal amount of any such Serial Bonds or Term Bonds so delivered.

Section 503 Application of Money in Interest Account. Not later than 10:00 A.M. on each Interest Payment Date, date for the payment of Defaulted Interest or date upon which Bonds are to be redeemed, or on such other date as may be specified in the applicable Supplemental Trust Agreement, the Trustee shall withdraw from the applicable subaccount in the Interest Account and remit or otherwise set aside the amount due and payable to the Owners as provided in the Supplemental Trust Agreements.

If there shall be deposited in the applicable subaccount of the Interest Account proceeds of a Series of Bonds that are to be used to finance interest payments with respect to such Bonds as provided in a Supplemental Trust Agreement, on the date of issuance of such Series of Bonds, an Authorized Officer shall deliver to the Trustee a schedule of payments to be made on Interest Payment Date from the applicable subaccount of the Interest Account for the payment of such interest.

Unless otherwise provided by a Supplemental Trust Agreement, if the Town fails to deposit with the Trustee the amounts required to be deposited in the Interest Account as provided in Section 502, or if the balance in the Interest Account on the Business Day next preceding an Interest Payment Date is insufficient to pay interest becoming due on the Bonds on such Interest Payment Date, the Trustee shall notify the Town of the amount of the deficiency and request the Town to immediately cure such deficiency.

Section 504 Application of Money in Principal Account. Not later than 10:00 A.M. on each principal payment date, the Trustee shall withdraw from the applicable subaccount in the Principal Account and remit or otherwise set aside the amount due and payable to the Owners as provided in the Supplemental Trust Agreements.

If on any date there is money in the Principal Account and no Serial Bonds are then Outstanding or if on any principal payment date money remains therein after the payment of the principal of Serial Bonds then due, the Trustee shall withdraw such money therefrom and shall apply the same in the following order: (a) deposit into the Sinking Fund Account the amount then required to be paid thereto by the Town pursuant to Section 502 and (b) deliver all remaining amounts to the Town.

Unless otherwise provided in a Supplemental Trust Agreement, if the Town fails to deposit with the Trustee the amounts required to be deposited in the Principal Account as provided in Section 502, or if the balance in the Principal Account on the Business Day next preceding a principal payment date is insufficient to pay principal coming due on the Serial Bonds on such

principal payment date, the Trustee shall notify the Town of the amount of the deficiency and request the Town to immediately cure such deficiency.

Section 505 Application of Money in Sinking Fund Account. Money held for the credit of the subaccounts in the Sinking Fund Account shall be applied to the retirement, purchase, redemption or payment of Term Bonds in the manner provided in the applicable Supplemental Trust Agreement. Unless otherwise provided in a Supplemental Trust Agreement, if the Town fails to deposit with the Trustee the amount required to be deposited in the Sinking Fund Account as provided in Section 502, or if the balance in the Sinking Fund Account on the Business Day next preceding any maturity date or mandatory sinking fund redemption date is insufficient to retire Term Bonds on such date as required by a Supplemental Trust Agreement, the Trustee shall notify the Town of the amount of the deficiency and request the Town to immediately cure such deficiency.

Section 506 Application of Money in the Redemption Account. The Trustee shall apply money in the Redemption Account to the purchase or redemption of Bonds as follows:

(a) Subject to the provisions of subsection (c) of this Section, and if instructed to do so by an Authorized Officer, the Trustee shall use commercially reasonable efforts to purchase and cancel Bonds or portions thereof, whether or not such Bonds or portions thereof are then subject to redemption, at the direction of an Authorized Officer, provided that the purchase price of each Bond, plus accrued interest to the date of purchase, shall not exceed the Redemption Price that would be payable on the next redemption date to the Owners of such Bonds under the provisions of the applicable Supplemental Trust Agreement plus accrued interest to the redemption date if such Bond or such portion thereof were called for redemption on such redemption date from the money in the applicable subaccount of the Redemption Account. The Trustee shall pay the interest accrued on such Bonds or portions thereof to the date of settlement from the applicable subaccount of the Interest Account and the purchase price from the applicable subaccount of the Redemption Account, but no such purchase shall be made by the Trustee from money in the applicable subaccount of the Redemption Account within the period of forty-five (45) days immediately preceding any date on which such Bonds or portions thereof are to be redeemed except from moneys other than the moneys set aside in the applicable subaccount of the Redemption Account for the redemption of Bonds.

(b) Subject to the provisions of subsection (c) of this Section, the Trustee shall call for redemption on a date permitted by the applicable Supplemental Trust Agreement such amount of Bonds or portions thereof as, with the redemption premium, if any, will exhaust the moneys then held in the applicable subaccount of the Redemption Account as nearly as may be; provided, however, that not less than Fifty Thousand Dollars ($50,000) principal amount of Bonds shall be called for redemption at any one time unless the Trustee is so instructed by the Town. The Trustee shall pay the accrued interest on the Bonds or portions thereof to be redeemed to the date of redemption from the applicable subaccount of the Interest Account and the Redemption Price of such Bonds or portions thereof from the applicable subaccount of the Redemption Account. On or before the redemption date, the Trustee shall withdraw from the applicable subaccount of the Redemption Account and the applicable subaccount of the Interest Account and the respective amounts required to pay the Redemption Price and accrued interest to the redemption date of the Bonds or portions thereof so called for redemption.

(c) Money in the Redemption Account may be applied by the Trustee in each Fiscal Year to the purchase or the redemption of Bonds of any one or more Series then Outstanding in accordance with the latest Officer's Certificate filed with the Trustee (i) designating one or more Series of Bonds to be purchased or redeemed, (ii) if more than one Series of Bonds is so designated, setting forth the aggregate principal amount of Bonds of each Series to be purchased or redeemed, and (iii) unless the Supplemental Trust Agreement relating to the Bonds to be redeemed specifies the order of redemption, designating the Bonds to be redeemed within each Series, and if such Bonds are Term Bonds, the years in which future Sinking Fund Requirements are to be reduced as a result of such redemption and the amount of such reduction in each such year. In the event no such certificate is filed and unless the Supplemental Trust Agreement relating to the Bonds to be redeemed specifies otherwise, (A) the Trustee shall apply such money to the purchase of one or more Series of Bonds as it shall determine or to the redemption of Bonds bearing the highest rate of interest, (B) if Bonds of more than one maturity bear the same interest rate, the Trustee shall redeem such Bonds in the inverse order of maturities, and (C) if the Bonds bearing the highest rate of interest are Term Bonds, the Trustee will reduce Sinking Fund Requirements for such Term Bonds in inverse order of the scheduled redemption of such Term Bonds. All Bonds shall be redeemed as provided in the applicable Supplemental Trust Agreement.

Money held for the credit of the subaccounts in the Redemption Account shall be applied to the purchase or redemption of Bonds in the manner provided in the applicable Supplemental Trust Agreement.

Section 507 Net Proceeds Fund.

(a) Establishment of Net Proceeds Fund; Deposits. There is hereby established with the Trustee a special fund designated as the "Town of Apex, North Carolina Limited Obligation Bonds Net Proceeds Fund" to be maintained and held in trust for the benefit of the Owners as provided herein. The Trustee shall deposit Net Proceeds relating to casualty and theft and title insurance in the Net Proceeds Fund promptly upon receipt thereof. The Town shall transfer to the Trustee for deposit in the Net Proceeds Fund any other Net Proceeds received by the Town in the event of any damage, destruction, theft or taking by eminent domain or condemnation with respect to the Mortgaged Property.

(b) Disbursements. The Trustee shall disburse Net Proceeds for replacement or repair of the Mortgaged Property as provided in subsection (c)(1) and (c)(3) below, or transfer such proceeds to the Redemption Account upon notification of an Authorized Officer as provided in subsection (c)(2) or (c)(4) below. Any balance of Net Proceeds remaining after receipt by the Trustee of a certificate of an Authorized Officer stating that any such replacement or repair has been completed shall be placed into the subaccount or subaccounts of the Bond Fund as so directed by an Authorized Officer and applied to the next payment of principal of and interest on the applicable series of Bonds. Any funds remaining in the Net Proceeds Fund after the redemption of all Bonds Outstanding, including accrued interest and payment of any applicable fees to the Trustee pursuant to Section 1005 or provision made therefor satisfactory to the Trustee, shall be withdrawn by the Trustee and remitted to the Town.

(c) Application of Net Proceeds. (1) Upon receipt of a certification from an Authorized Officer that the Net Proceeds available for such purpose, together with any other funds to

be provided by the Town in its discretion for such purpose, are sufficient to repair or replace the Mortgaged Property to a condition substantially similar to its condition prior to the loss, casualty or other event giving rise to receipt of such Net Proceeds, the Trustee shall disburse moneys in the Net Proceeds Fund to the person, firm or corporation named in the requisition as authorized by subsection (b) above. The Authorized Officer must state in the requisition with respect to each payment to be made (A) the requisition number, (B) the name and address of the person, firm or corporation to whom payment is due, (C) the amount to be paid and (D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Net Proceeds Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation.

Any balance of Net Proceeds remaining after such replacement or repair has been completed shall be transferred to the Bond Fund and applied to make payments of principal and interest on the Bonds as the same become due. After payment or provision for payment of all Bonds Outstanding as provided in this section, any balance of Net Proceeds shall be paid to the Town.

(2) If an Authorized Officer notifies the Trustee in writing that (A) the certification required by subsection (c)(1) of this Section cannot be made or (B) replacement or repair of the Mortgaged Property is not economically feasible or in the best interest of the Town, then the Trustee, upon the direction of the Town, shall promptly transfer the Net Proceeds to the Redemption Account as provided in this Section and apply such Net Proceeds, together with any other available moneys provided by Town in its discretion to the Trustee for deposit to the Redemption Account (subject to the limitation set forth below), to the redemption in whole of all of the Outstanding Bonds as provided in Section 301 and the applicable Supplemental Trust Agreements; provided, however, that if any of the Bonds are not subject to redemption at that time, then the amount deposited in the Redemption Account may be invested in Defeasance Obligations which, together with investment earnings thereon and any moneys not so invested, shall be sufficient to pay all interest on such Bonds until their respective maturities or redemption dates and to pay the principal of and premium, if any, on such Bonds on the respective maturities or redemption dates.

(3) If there are sufficient Net Proceeds to comply with the provisions of subsections (c)(1) or (c)(2) of this Section, the Town must comply with either of such provisions. However, if the certification required by subsection (c)(1) of this Section cannot be made and if the Net Proceeds and other funds made available by the Town are insufficient to redeem or defease all of the Bonds in whole as required by subsection (c)(2) of this Section, the Trustee shall apply the Net Proceeds and any other funds made available by the Town in the Town's discretion to the replacement and repair of the Mortgaged Property with such changes as may be necessary to cause the replacement and repair to be made from the funds available therefor; provided, however, that no change may be made that would result in a use of the Mortgaged Property different from that which existed prior to the event giving rise to the receipt of Net Proceeds. If Net Proceeds are applied for such purpose, moneys shall be disbursed from the Net Proceeds Fund in the manner provided in subsection (c)(1) of this Section.

(4) If the Town is unable to comply with subsections (c)(1), (c)(2) or (c)(3) of this Section, then the Town shall direct the Trustee to transfer the Net Proceeds to the Redemption Account to be used to redeem in part the Bonds Outstanding pursuant to the redemption provisions of any Supplemental Trust Agreements in such manner specified in an Officer's Certificate filed with the Trustee; provided, however, that if any of such Bonds are not subject to redemption at that time, then the amount deposited in the Redemption Account may be invested in Defeasance Obligations which, together with investment earnings thereon and any moneys not so invested, shall be sufficient to pay all interest on such Bonds until their respective maturities or redemption dates and to pay the principal of and premium, if any, on such Bonds on the respective maturities or redemption dates.

(d) Cooperation. The Trustee shall cooperate fully with the Town, at the expense of the Town, in filing any proof of loss with respect to any insurance policy maintained pursuant to Article VI hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any item or portion thereof.

Section 508 Escheat. All money that the Trustee shall have withdrawn from the Bond Fund or shall have received from any other source and set aside or delivered to the Trustee for the purpose of paying any of the Bonds issued hereunder, either at maturity or by purchase or call for redemption, shall be held in trust for the respective Owners.

Any money that is so set aside and that remains unclaimed by the Owners for a period of five (5) years after the date on which such Bonds have become payable shall be presumed to be abandoned for purposes of Section 116B-53 of the General Statutes of North Carolina, and the Trustee shall report and remit this property to the State Treasurer pursuant to the requirements of, Article 4 of Chapter 116B of the General Statutes of North Carolina, and thereafter the Owners shall look only to the State Treasurer for payment and then only to the extent of the amounts so received, without any interest thereon, and the Trustee and the Town shall have no responsibility with respect to such money.

Section 509 Cancellation of Bonds. Upon receipt of the same, the Trustee shall cancel all Bonds paid, redeemed or purchased by the Trustee or purchased by the Town and delivered to the Trustee, and all Bonds delivered to the Trustee in exchange for other Bonds or delivered to the Trustee upon the transfer of any Bond if a new Bond is delivered upon such transfer. The Trustee shall certify to the Town the details of all Bonds so canceled. All Bonds canceled under any of the provisions of this Master Trust Agreement either shall be delivered to the Town or destroyed by the Trustee, as the Town directs. Upon destruction of any Bonds, the Trustee shall execute a certificate in duplicate, describing the Bonds so destroyed; and one executed certificate shall be filed with the Town and the other executed certificate shall be retained by the Trustee.

Section 510 Disposition of Fund Balances. After provision is made for the payment of all Outstanding Bonds, including the interest thereon and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Master Trust Agreement, the Trustee shall pay all amounts in any fund, account or subaccount then held by it under this Master Trust Agreement to the Town. If a continuing lien has been imposed on such balance by another resolution, bond order, any other agreement, by court order or decree, or by law, the

Trustee shall pay such balance to such person or entity as is entitled to receive the same by law or under the terms of such resolution, bond order, agreement, court order, or decree.

ARTICLE VI

INSURANCE

Section 601 Comprehensive General Liability. (a) The Town shall maintain or caused to be maintained throughout the term of this Master Trust Agreement a comprehensive general liability policy or policies in protection of the Town, its officers, agents and employees. Said policy shall cover such losses and for such amounts and shall have such deductible amounts as shall be satisfactory to the Town Council and, in the judgment of the Town Council, shall protect the Town against losses not protected under the principles of sovereign immunity.

(b) The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 602 Workers' Compensation. The Town shall maintain workers' compensation insurance to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 603 Casualty and Theft Insurance. (a) The Town shall procure and maintain, or cause to be procured and maintained, throughout the term of this Master Trust Agreement insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Trustee as a lenders loss payable and/or mortgagee. To the extent that any contractor shall provide an insurance policy or certificate of insurance (naming the Trustee as a lenders loss payable and/or mortgagee) demonstrating that the same coverage as is required by this subsection is being carried by such contractor with respect to the Mortgaged Property or any part thereof and adequately protects the interest of the Town and the Trustee, the insurance provided for by this subsection shall not be required with respect to the Mortgaged Property or such part thereof while the Mortgaged Property or such part thereof is so covered by such other insurance.

(b) Such insurance shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss).

(c) The Net Proceeds of such insurance shall be deposited in the Net Proceeds Fund and applied as provided in Section 507.

Section 604 Title Insurance. The Town shall obtain at the time of execution of this Master Trust Agreement, and cause to be maintained, a mortgagee's title insurance policy on the Mortgaged Property, insuring the Town's fee simple interest in said property, subject only to Permitted Encumbrances, in an amount at least equal to $_____, naming the Trustee as the named insured. The Net Proceeds of such insurance shall be deposited in the Net Proceeds Fund and applied as provided in Section 507.

Section 605 General Insurance Provisions. (a) The Town shall pay or cause to be paid when due the premiums for all insurance policies required by this Master Trust Agreement.

(b) Except as otherwise provided in subsection (d) of this Section, all insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Trustee shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Trustee.

(d) In lieu of obtaining the policies of insurance required by Section 601, Section 602 and Section 603, the Town may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the Town and that provide comparable coverages required by such sections. In addition, any insurance coverage pursuant to this Article (other than Section 604) may be pursuant to a program whereby the Town self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Article.

(e) The insurance coverage required under Section 603 may be maintained under a blanket policy covering other properties of the Town.

(f) The Town shall cause to be delivered to the Trustee at least once annually a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Master Trust Agreement are in full force and effect.

(g) The Town shall cooperate fully with the Trustee in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

ARTICLE VII

DEPOSITARIES OF MONEY; SECURITY FOR DEPOSITS; INVESTMENT OF FUNDS AND COVENANTS OF THE TOWN

Section 701 Security for Deposits. Any and all money deposited with the Trustee shall be trust funds under the terms hereof, and, to the extent permitted by law in the case of the Project Fund, shall not be subject to any lien or attachment by any creditor of the Town.

All money deposited with the Trustee hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency shall be continuously secured, for the benefit of the Town and the Owners of Bonds, either (a) by lodging with a bank or trust company chosen by the Trustee or, if then permitted by law, by setting aside under control of the trust department of the bank or trust company holding such deposit, as collateral security, Government Obligations or other marketable securities eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States or applicable State law or regulations, having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (b) if the furnishing of security as provided in clause (a) above is not permitted by applicable law, then in such other manner as may then be required or permitted by applicable State or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Trustee to give security for the deposit of any money with it for the payment of the principal of or the redemption premium or the interest on any Bonds, or for the Trustee to give security for any money that shall be represented by Investment Obligations purchased under the provisions of this Article as an investment of such money.

All money deposited with the Trustee shall be credited to the particular fund, account or subaccount to which such money belongs.

Section 702 Investment of Money. Money held for the credit of all funds, accounts and subaccounts shall be continuously invested and reinvested by the Trustee in Investment Obligations or held as cash to the extent investment or reinvestment in Investment Obligations is not practicable or to the extent the Trustee has not received written direction from the Town with respect to the making of such investments. Except as hereinafter provided in this Section with respect to the disposition of investment income, the particular investments to be made and other related matters in respect of investments may, as to each Series of Bonds, be provided in the applicable Supplemental Trust Agreement.

Investment Obligations shall mature or be redeemable at the option of the holder thereof not later than the respective dates when the money held for the credit of such funds, accounts and subaccounts will be required for the purposes intended.

Notwithstanding the forgoing, no Investment Obligations pertaining to any Series in any fund, account or subaccount shall mature on a date beyond the latest maturity date of the respective Series of Bonds Outstanding at the time such Investment Obligations are deposited. For purposes of this Section, the maturity date of any repurchase agreement shall be deemed to be the stated maturity date of such agreement and not the maturity dates of the underlying obligations.

An Authorized Officer shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article, and the Trustee shall then invest such money as so directed. The Trustee may request additional direction or authorization from the Authorized Officer or his designee in writing with respect to the proposed investment of money under the provisions of this Master Trust Agreement. Upon receipt of such directions, the Trustee shall invest, subject to the provisions of this Article, such money in accordance with such directions. The Trustee shall have no liability for investments made in accordance with this Section. The Trustee may rely in good faith on any written investment instructions received by an Authorized Officer of the Town stating that such directed investment constitutes an Investment Obligation within the meaning of this Master Trust Agreement and otherwise complies with the provisions of this Section.

Notwithstanding anything contained herein to the contrary, the Trustee shall have no obligation to enter into any repurchase agreement, investment agreement or similar agreement with respect to the investment of any monies held under the Trust Agreement unless (i) such agreement is in form and content acceptable to the Trustee in its sole discretion, (ii) any liability of the Trustee under such agreement is limited to loss occasioned by the negligence or willful misconduct of the Trustee, and (iii) the Town shall pay to the Trustee an additional fee established by the Trustee for entering into such type of agreement in accordance with its customary practices.

Investment Obligations acquired with money in or credited to any fund, account or subaccount established under this Master Trust Agreement shall be deemed at all times to be part of such fund, account or subaccount. Any loss realized upon the disposition or maturity of such Investment Obligations shall be charged against such funds, accounts or subaccounts. The interest accruing on any such Investment Obligations and any profit realized upon the disposition or maturity of such Investment Obligations shall be credited to such funds, accounts or subaccounts.

Any such interest accruing and any such profit realized shall be transferred upon the receipt thereof by the Trustee pursuant to the provisions of this Master Trust Agreement.

The Trustee shall sell or reduce to cash a sufficient amount of such Investment Obligations whenever it is necessary to do so to provide money to make any payment from any such fund, account or subaccount. The Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to the provisions of this Section.

Whenever a transfer of money between two or more of the funds, accounts or subaccounts established under this Master Trust Agreement is permitted or required, such transfer may be made as a whole or in part by transfer of one or more Investment Obligations at a value determined at the time of such transfer in accordance with this Article, provided that the Investment Obligations transferred are those in which money of the receiving fund, account or subaccount could be invested at the date of such transfer.

For purposes of making any investment hereunder, the Trustee may consolidate money held by it in any fund, account or subaccount with money in any other fund, account or subaccount. Transfers from any fund, account or subaccount to the credit of any other fund, account or subaccount provided for in this Master Trust Agreement may be effectuated on the books and records of the Trustee and the Town without any actual transfer of funds or liquidation of

investments. Investment Obligations purchased with consolidated funds shall be allocated to each fund, account or subaccount on a pro rata basis in accordance with the initial amount so invested from each such fund, account or subaccount.

Unless otherwise directed by the Town, Investment Obligations may be purchased by the Trustee through its own investment division or other bank facilities established for such purpose.

Although the Town recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Town hereby agrees that confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered to the Town that includes comparable information to which would have been included in the broker confirmation. Unless otherwise requested by the Town, no statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Investment Obligations in such funds and accounts, or to credit to Investment Obligations intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Town acknowledges that the legal obligation to pay the purchase price of any Investment Obligations arises immediately at the time of the purchase. Notwithstanding anything else in this Master Trust Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Master Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Section 25-9-206 of the General Statutes of North Carolina, as amended.

Section 703 Valuation. For the purpose of determining the amount on deposit in any fund, account or subaccount, Investment Obligations in which money in such fund, account or subaccount is invested shall be valued by the Trustee (a) at face value if such Investment Obligations mature within twelve (12) months from the date of valuation thereof and (b) if such Investment Obligations mature more than twelve (12) months after the date of valuation thereof, at the price at which such Investment Obligations are redeemable by the holder at its option, if so redeemable, or, if not so redeemable, at the lesser of (i) the cost of such Investment Obligations minus the amortization of any premium or plus the amortization of any discount thereon and (ii) the market value of such Investment Obligations.

All Investment Obligations in all of the funds, accounts and subaccounts created hereunder shall be valued as of the last day of each Fiscal Year. When a valuation is made by the Trustee, the Trustee shall report the result of such valuation to the Town within thirty (30) days after such valuation. In addition, Investment Obligations shall be valued at any time requested by the Town on reasonable notice to the Trustee (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to value Investment Obligations more than once in any calendar month.

Section 704 Covenant as to Arbitrage. The Town covenants that so long as any of the Bonds remain Outstanding, money on deposit in any fund, account or subaccount maintained in connection with the Bonds, regardless of whether such money was derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations promulgated from time to time thereunder, except for moneys on deposit in such funds, accounts or subaccounts with respect to any Series of Bonds not intended to be tax-exempt under the provisions of the Code. The Town further covenants and agrees to comply with the requirements of Section 148 of the Code and applicable regulations promulgated from time to time thereunder with respect to any Series of Bonds intended to be tax-exempt under the provisions of the Code.

Section 705 Construction. The Town shall comply with the provisions of applicable law and enter into one or more contracts or purchase orders providing for the acquisition, construction and equipping of the 2026 Project and any Additional Project. The Town shall require the acquisition, construction and equipping of the 2026 Project and any Additional Project to be carried on expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over same.

Section 706 Installation of Additional Improvements; Modification of Mortgaged Property. (a) The Town may at any time and from time to time, in its sole discretion and at its own expense, construct or cause to be constructed additional improvements and install or permit to be installed items of equipment or other personal property in or upon any portion of the Mortgaged Property that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such items shall be subject to the lien of the Deed of Trust to the extent provided therein. The Town shall repair and restore at its own expense any and all damage resulting from the construction or installation of such improvements or equipment.

(b) The Town shall have the right, at its own expense, to make modifications and improvements to any portion of the Mortgaged Property if such modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such modifications or improvements shall not in any way damage any portion of the Mortgaged Property (unless such damage is to be repaired as provided in subsection (a) of this Section) or cause it to be used for purposes other than those authorized under the provisions of State and federal law or which would impair the exclusion from gross income for federal income tax purposes of the interest on the Bonds intended to be exempt for federal income tax purposes; and the Mortgaged Property, upon completion of any modifications or improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such modifications and improvements.

(c) Except for Permitted Encumbrances, the Town will not permit any mechanic's or other lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any modifications or improvements made by the Town pursuant to this Section; provided, however, that if any such lien is established, the Town may in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any

appeal therefrom and shall provide the Trustee with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Trustee.

Section 707 Access to Mortgaged Property. The Town agrees that the Trustee, and any of its officers, agents, employees or representatives, shall have the right at all reasonable times to enter upon the Mortgaged Property or any portion thereof to inspect the Mortgaged Property. The Town shall cause any contractor or subcontractor to cooperate with the Trustee, and any of their officers, agents, employees or representatives, during such inspections.

No right of inspection contained herein shall be deemed to impose upon the Trustee any duty or obligation whatsoever to undertake any inspection. No inspection made shall be deemed to impose upon the Trustee any duty or obligation whatsoever to identify or correct any defects in the Mortgaged Property or to notify any person or entity with respect thereto, and no liability shall be imposed upon the Trustee and no warranties (either express or implied) are made by the Trustee as to the quality or fitness of any improvement, any such inspection and approval being given solely for the benefit of the Trustee.

Section 708 Maintenance, Utilities, Taxes and Assessments. (a) The Town shall provide for the repair and replacement of any portion of the Mortgaged Property necessary on account of ordinary wear and tear or want of care.

(b) The Town shall also pay or cause to be paid all utilities, taxes, assessments or other charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Town shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The Town may, at its expense and in its name, in good faith contest any such utilities, taxes, assessments or other charges and, in the event of any such contest, may permit such utilities, taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment it shall furnish to the Trustee a written opinion of counsel to the effect that, by nonpayment of any such items, the interest of the Trustee as beneficiary under the Deed of Trust will not be materially endangered and that the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, the Town shall promptly pay such utilities, taxes, assessments or charges or make provisions for the payment thereof.

Section 709 Encumbrances. Except as provided in this Article or in the Deed of Trust, the Town shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances, and shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the Town may contest any such mortgage, pledge, lien, charge, encumbrance or claim if it desires to do so and shall provide the Trustee with full security against any loss or

forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Trustee.

Section 710 Indemnification. To the extent permitted by law, the Town covenants to defend, indemnify and hold harmless the Trustee and its directors, officers and employees (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including reasonable fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the 2026 Project, any Additional Project or the Mortgaged Property and the transactions contemplated by the Trust Agreement or the Deed of Trust and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by the Trust Agreement or the Deed of Trust, whether such loss or claim is asserted prior to termination of this Master Trust Agreement or thereafter. In particular, without limitation, the Town shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including reasonable legal fees and expenses, arising out of any breach or default on the part of the Town in the performance of any of its obligations under this Master Trust Agreement.

Section 711 Release of Mortgaged Property. At any time and from time to time, so long as no Event of Default has occurred and is continuing hereunder or under the Deed of Trust, the Deed of Trust Trustee and the Trustee, as beneficiary under the Deed of Trust, shall be required to release a portion of the Mortgaged Property from the lien and security interest created by the Deed of Trust when and if the following requirements have been met:

(a) there is filed with the Trustee a certified copy of a resolution of the Town Council or an Officer's Certificate stating that the Town desires the release of such portion of the Mortgaged Property, giving an adequate description of the portion of the Mortgaged Property to be released, requesting such release and providing for the payment by the Town of all expenses in connection with such release;

(b) except as provided below, either (i) the estimated value of the Mortgaged Property remaining after the proposed release (as such value is evidenced as hereinafter provided) is not less than 25% of the aggregate principal amount of Bonds then Outstanding or (ii) the Town provides for substitution of other property (the "Substitute Property") that will be made subject to the lien of the Deed of Trust that has an estimated value such that the combined estimated value of the remaining Mortgaged Property and the Substitute Property immediately before the proposed substitution is not less than 25% of the aggregate principal amount of Bonds then Outstanding;

(c) in the case of a substitution of property, there is filed with the Trustee an opinion of bond counsel to the Town to the effect that the substitution of such property is permitted by law and is permitted under the terms of the Trust Agreement and the Deed of Trust and for any Bonds with respect to which interest is intended to be excludable from the gross income of the owners thereof for federal or state income tax purposes, that such release and substitution will not adversely affect the exclusion of interest on such Bonds from the gross income of the owners thereof for federal or state income tax purposes; and

(d) there is filed with the Trustee an Officer's Certificate to the effect that such release shall not prohibit the Town's ingress, egress and regress to and from the remainder of the Mortgaged Property not being released and will not materially interfere with the use of the remainder of the Mortgaged Property not being released.

The estimated value of the Mortgaged Property or any Substitute Property required by (b) shall be evidenced by an Officer's Certificate as to such estimated value, and may be based on such assumptions as the Authorized Officer may deem reasonable, including, but not limited to, reliance on (i) an appraisal, (ii) the insured value of the property subject to the valuation, (iii) the assessed tax valuation of the remaining Mortgaged Property, and (iv) a combination of the foregoing. If any improvements are then being installed on any portion of property that will be included in the Mortgaged Property, the estimated value of the Mortgaged Property may take into account the expected value of the Mortgaged Property following the completion of the improvements.

If the portion of the Mortgaged Property requested to be released is land on which no part of the improvements comprising the Project or supporting infrastructure is located, and the release is requested so that such land and improvements to be constructed thereon may be made subject to a new deed of trust that will secure obligations of the Town incurred to finance the cost of new improvements, and the requirements of subsections (a), (c) (if applicable) and (d) are met with respect to the proposed release, then the land may be released from the Deed of Trust without complying with the requirements of subsection (b).

Section 712 Assignment and Lease by the Town. (a) The Trust Agreement may not be assigned by the Town.

(b) The Town may lease all or any portion of the 2026 Project, any Additional Project or the Mortgaged Property, subject to all of the following conditions:

(i) the obligation of the Town to pay the principal of, premium, if any, and interest on the Bonds and the Additional Payments hereunder shall remain obligations of the Town;

(ii) the Town shall, at least ten (10) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Trustee a true and complete copy of such lease;

(iii) no lease by the Town shall cause the 2026 Project, any Additional Project or the Mortgaged Property to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State;

(iv) no lease shall cause the interest on the Bonds intended to be exempt for federal income tax purposes to become includable in gross income for federal income taxation purposes; and

(v) in the case of any lease of all or any portion of the Mortgaged Property, the Trustee shall have received evidence satisfactory to the Trustee that such lease is subordinate in all respects to the lien of the Deed of Trust.

ARTICLE VIII

PAYMENT OF BONDS; LIMITED OBLIGATION; BUDGETING

Section 801 Payment of Bonds; Limited Obligation; Budgeting. The Town shall cause to be paid, when due, the principal of (whether at maturity, by acceleration, by call for redemption or otherwise) and the premium, if any, and interest on the Bonds at the places, on the dates and in the manner provided herein and in the Bonds and the documentation securing such Bonds, according to the true intent and meaning thereof.

The Town shall also pay to such persons or entities as are entitled thereto such amounts ("Additional Payments") as shall be required for the payment of all administrative and other costs relating to the 2026 Project, any Additional Project or the Bonds, including, without limitation, (i) all costs, expenses, compensation and indemnity of the Trustee, the Local Government Commission, the provider of any bond insurance policy, credit facility or liquidity facility relating to any Bonds and any fiscal agents required to administer the terms of any Bonds (such as remarketing agents, auction agents, tender agents or paying agents); (ii) fees of auditors, accountants, attorneys or engineers; (iii) all other necessary administrative costs of the Town or to indemnify any Indemnified Party; and (iv) any other payments specified as Additional Payments under a Supplemental Trust Agreement.

The Town Manager (or any other officer at any time charged with the responsibility for formulating budget proposals) shall include in the budget proposals for review and consideration by the Town Council in each Fiscal Year in which this Master Trust Agreement shall be in effect, items for all payments of principal of, premium, if any, and interest due on the Bonds (reasonably estimated in the case of any Bonds issued bearing interest at a variable interest rate) and reasonably estimated Additional Payments required for such Fiscal Year under this Master Trust Agreement. Any budget item referred to in this paragraph shall be deleted from the applicable budget by the Town Council only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote. The Town shall furnish to the Trustee within thirty (30) days of the adoption by the Town of its annual budget a certificate of an Authorized Officer certifying that such annual budget includes items for all payments of principal of, premium, if any, and interest on the Bonds and the reasonably estimated Additional Payments for the Fiscal Year to which the annual budget relates. In addition the Town shall promptly provide to the Trustee notice of any amendments to its annual budget affecting appropriations for payments of principal of, premium, if any, and interest on the Bonds or Additional Payments. The Town shall promptly provide notice of any Event of Nonappropriation to the Trustee, the Local Government Commission and each Rating Agency.

In order to secure the Town's obligation hereunder and under any Supplemental Trust Agreement, including payment of principal of, premium, if any, and interest on the Bonds, the Town has delivered the Deed of Trust creating a lien on the Mortgaged Property, subject only to Permitted Encumbrances, and hereby grants to the Trustee a security interest in all money and securities held by or on behalf of the Trustee in all of the funds, accounts or subaccounts established pursuant to this Master Trust Agreement, except those funds, accounts and subaccounts that are expressly pledged in a Supplemental Trust Agreement as security only for a specified Series of Bonds and solely in strict compliance with the terms hereof.

NO PROVISION OF THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE TOWN TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE TOWN TO MAKE ANY PAYMENT COMING DUE UNDER THIS MASTER TRUST AGREEMENT WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST, AND THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS MASTER TRUST AGREEMENT OR THE DEED OF TRUST. No provision of this Master Trust Agreement or the Deed of Trust shall be construed to pledge or to create a lien on any class or source of the Town's moneys, nor shall any provision of this Master Trust Agreement restrict the future issuance of any of the Town's bonds or other indebtedness. To the extent of any conflict between this Section and any other provision of this Master Trust Agreement or the Deed of Trust, this Section shall take priority.

Section 802 No Set-Off or Recoupment. Subject to the provisions of Section 801, the obligation of the Town to pay the principal of (whether at maturity, by acceleration, by call for redemption or otherwise) and the premium, if any, and interest on the Bonds and the Additional Payments under the Trust Agreement and to perform and observe the other covenants set forth in the Trust Agreement shall be absolute and unconditional, and the Town shall pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation (a) any damage, destruction or taking by eminent domain of the 2026 Project, any Additional Project or the Mortgaged Property or (b) any defense, set-off, recoupment or counterclaim that the Town may have against the Trustee or any Owner of the Bonds.

ARTICLE IX

REMEDIES

Section 901 Extension of Interest Payment. If the time for the payment of the interest on any Bond is extended, whether or not such extension is by or with the consent of the Town, such interest so extended shall not be entitled in case of Event of Default hereunder to the benefit or security of this Master Trust Agreement and in such case the Owner of the Bond for which the time for payment of interest was extended shall be entitled only to the payment in full of the principal of all Bonds then Outstanding and of interest for which the time for payment shall not have been extended.

Section 902 Events of Default. Each of the following events is hereby declared an Event of Default:

(a) payment of the principal of and the redemption premium, if any, on any of the Bonds is not made when the same are due and payable, either at maturity or by redemption or otherwise;

(b) payment of the interest on any of the Bonds is not made when the same is due and payable;

(c) the occurrence of an Event of Nonappropriation;

(d) failure by the Town to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or in any Supplemental Trust Agreement, other than as referred to in subsections (a), (b) or (c) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Town by the Trustee; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the Town within the applicable period and diligently pursued, the Town shall have an additional period to correct the failure of the amount of time necessary to correct such failure if diligently pursued;

(e) the occurrence of an event of default as provided in the Deed of Trust; or

(f) the occurrence of any other event specified in a Supplemental Trust Agreement as being an "Event of Default" under this Master Trust Agreement.

Section 903 Acceleration of Maturities. Upon the happening and continuance of any Event of Default specified in Section 902, then and in every case the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall, by a notice in writing to the Town, declare the principal of all the Bonds then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or the Trust Agreement to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Trust Agreement or the Deed of Trust, moneys shall have accumulated in the Bond Fund sufficient to

pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Bonds then Outstanding (except the principal of any Bonds not then due and payable by their terms and the interest accrued on such Bonds since the last interest payment date) and sufficient to satisfy the Sinking Fund Requirement, if any, for any Term Bonds then Outstanding, for the then current Fiscal Year, and the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee and all other amounts then payable by the Town hereunder or under the Deed of Trust shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other default of which the Trustee has knowledge as provided in Section 914 in the observance or performance of any covenant, condition, agreement or provision contained in the Bonds, the Trust Agreement (other than a default in the payment of the principal of such Bonds then due and payable only because of a declaration under this Section) or the Deed of Trust shall have been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of the Bonds not then due and payable by their terms and then Outstanding shall, by written notice to the Town, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 904 Remedies. Upon the happening and continuance of any Event of Default specified in Section 902, then and in every such case the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall, proceed (subject to the provisions of Section 1002) to protect and enforce its rights and the rights of the Owners of the Bonds under applicable laws and under the Trust Agreement or the Deed of Trust by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, chosen by the Trustee, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Trust Agreement or the Deed of Trust, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming, and at any time remaining, due from the Town for principal, interest or otherwise under any of the provisions of the Trust Agreement, the Deed of Trust or of the Bonds unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners of the Bond, and to recover and enforce any judgment or decree against the Town, but solely as provided herein and in such Bonds, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from moneys in the funds and accounts pledged to secure the Bonds under the provisions of this Master Trust Agreement and any Supplemental Trust Agreement and any other moneys available for such purpose) in any manner provided by law, the moneys adjudged or decreed to be payable.

The provisions of this Section 904 are subject to the provisions of Section 801, and the Trustee is not authorized to pursue any action to collect any deficiency for the amounts owed to the Owners of the Bonds or any other party pursuant to the provisions of this Master Trust

Agreement following the realization of the remedies available under the Deed of Trust and the application of the proceeds thereof, and any other amounts held hereunder, to the payment thereof.

Section 905 Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the Trustee and the Deed of Trust Trustee, and after satisfaction of all costs and expenses of the Trustee and the Deed of Trust Trustee, of the Owners in declaring such Event of Default, including, to the extent permitted by law, reasonable compensation to its or their agents, attorneys and counsel and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited to the credit of the Bond Fund. Anything in this Master Trust Agreement to the contrary notwithstanding, if at any time the money in the Bond Fund is not sufficient to pay the interest on or the principal of the Bonds as the same become due and payable (either by their terms or by acceleration of maturities under the provisions of Section 903), such money, together with any money then available or thereafter becoming available for such purposes (except for such money that has already been deposited in subaccounts of the Interest Account, the Principal Account or the Sinking Fund Account for a particular Series of Bonds pursuant to the provisions of Section 502), whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) if the principal of all Series of Bonds shall not have become or shall not have been declared due and payable, all such money shall be applied as follows:

first: to the payment to the persons or entities entitled thereto of all installments of interest on Bonds then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installments, to the persons or entities entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds;

second: to the payment to the persons or entities entitled thereto of the unpaid principal of any Bonds that shall have become due and payable (other than Bonds deemed to have been paid pursuant to the provisions of Section 1301 of this Master Trust Agreement), in the order of their due dates, with interest on the overdue principal at a rate equal to the rate on such Bonds, and, if the amount available shall not be sufficient to pay in full all of the amounts due on the Bonds on any date, together with such interest, then to the payment ratably according to the amount of such principal due on such date, to the persons or entities entitled thereto, without any discrimination or preference;

third: to the payment of the interest on and the principal of Bonds, to the purchase and retirement of Bonds, and to the redemption of Bonds, all in accordance with the provisions of this Master Trust Agreement; and

fourth: to the payment of persons or entities entitled thereto of all Additional Payments then due, and if the amount available shall not be sufficient to pay in full all such Additional Payments, then to the payment thereof ratably according to the amounts due thereon, to the persons or entities entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Series of Bonds shall have become or shall have been declared due and payable, all such money shall be applied:

first: to the payment of principal and interest then due upon such Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons or entities entitled thereto without any discrimination or privilege; and

second: to the payment of persons or entities entitled thereto of all Additional Payments then due, and if the amount available shall not be sufficient to pay in full all such Additional Payments, then to the payment thereof ratably according to the amounts due thereon, to the persons or entities entitled thereto, without any discrimination or preference.

(c) If the principal of all of the Series of Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of Section 903 of this Master Trust Agreement, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Series of Bonds shall later become due and payable or be declared due and payable, the money then remaining in and thereafter accruing to the Bond Fund shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, (a) such money shall be applied by the Trustee at such times and from time to time as the Trustee in its sole discretion shall determine, having due regard for the amount of money available for such application and the likelihood of additional money becoming available for such application in the future, (b) setting aside such money as provided herein in trust for the proper purpose shall constitute proper application by the Trustee and (c) the Trustee shall incur no liability whatsoever to the Town, to any Owner or to any other person or entity for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Master Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee exercises such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to the Owner of any Bond until such Bond is surrendered to the Trustee for appropriate endorsement or for cancellation if fully paid.

The provisions of this Section are subject to the provisions of Section 801.

Section 906 Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or Owners of Bonds on account of any Event of Default is discontinued or abandoned for any reason, then and in every such case, the Town, the Trustee and the Owners of Bonds shall be restored to their former positions and rights hereunder, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceedings had been taken.

Section 907 Control of Proceedings. Anything in this Master Trust Agreement to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of Bonds at any time Outstanding shall have the right, subject to the provisions of Section 1002, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Master Trust Agreement.

Section 908 Restrictions Upon Action. Except as provided in Section 913, no Owner of Bonds shall have any right to institute any suit, action or proceeding in equity or at law on any Bonds or for the execution of any trust hereunder or for any other remedy hereunder unless such Owner of Bonds previously shall (a) has given to the Trustee written notice of the Event of Default on account of which suit, action or proceeding is to be instituted, (b) has requested the Trustee to take action after the right to exercise such powers or right of action, as the case may be, shall have accrued, (c) has afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and (d) has offered to the Trustee reasonable security and satisfactory indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Master Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Owners of Bonds. It is understood and intended that, except as otherwise above provided, no one or more Owners of Bonds shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Master Trust Agreement or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners of Bonds and that any individual rights of action or other right given to one or more of such Owners by law are restricted by this Master Trust Agreement to the rights and remedies herein provided.

Section 909 Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Master Trust Agreement or under any Bonds may be enforced by the Trustee without the possession of any Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners of Bonds, and any recovery of judgment shall be for the equal benefit of the Owners of Bonds, subject to the provisions of Section 801.

Section 910 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of Bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 911 Delay Not a Waiver. No delay or omission by the Trustee or of any Owner of Bonds in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein, and every power or remedy given by this Master Trust Agreement to the Trustee and to the Owners of Bonds may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Owners of not less than a majority in principal amount of the Bonds then Outstanding shall, waive any Event of Default which in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Master Trust Agreement or before the completion of the enforcement of any other remedies under this Master Trust Agreement, but no such waiver shall extend to or affect any other existing or subsequent Event of Default or impair any rights or remedies consequent thereon.

Section 912 Notice of Default. The Trustee shall mail to the Town, the Local Government Commission and to all Owners at their addresses as they appear on the registration books written notice of the occurrence of any Event of Default within thirty (30) days after the Trustee has knowledge or notice that any such Event of Default shall have occurred. The Trustee shall not be subject to any liability to any Owner by reason of its failure to mail any such notice.

Section 913 Right to Enforce Payment of Bonds Unimpaired. Nothing in this Article shall affect or impair the right of any Owner of Bonds to enforce the payment of the principal of and interest on his Bonds or the obligation of the Town to pay the principal of and interest on each Bond to the Owner thereof at the time and place specified in said Bonds.

Section 914 Trustee Notice of Default. Except upon the happening of any Event of Default specified in subsections (a) and (b) of Section 902, the Trustee shall not be obliged to take notice or be deemed to have notice or knowledge of any Event of Default unless specifically notified in writing of such Event of Default by the Town or the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

ARTICLE X

TRUSTEE

Section 1001 Acceptance of Trusts. The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this Master Trust Agreement, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Master Trust Agreement, to all of which the Town, the Trustee and the respective Owners of the Bonds agree. Prior to the occurrence of any Event of Default and after the curing of all such Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Master Trust Agreement. Upon the occurrence and during the continuation of any Event of Default, the Trustee shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Master Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default hereunder, and after the curing of any Event of Default that may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Master Trust Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations of the Trustee as are specifically set forth in this Master Trust Agreement, and no implied covenants or obligations shall be read into this Master Trust Agreement against the Trustee and no permissive right of the Trustee under this Master Trust Agreement shall impose any duty on the Trustee to take such action, and

(ii) in the absence of willful misconduct on its part, the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Master Trust Agreement, but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not on its face it conforms to the requirements of this Master Trust Agreement; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(i) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, and

(ii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than 25% or a majority, as this Master Trust Agreement shall require, in aggregate principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any

proceeding for any remedy available to the Trustee, or exercising any power conferred upon the Trustee under this Master Trust Agreement.

None of the provisions contained in the Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Section 1002 Indemnification of Trustee as Condition for Remedial Action. The Trustee shall be under no obligation to institute any suit or to take any remedial proceeding (including, but not limited to, the appointment of a receiver or the acceleration of the maturity date of any or all Bonds under this Master Trust Agreement) or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Trustee nevertheless may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Town, at the request of the Trustee, shall reimburse the trustee for all costs, expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Town shall fail to make such reimbursement, the Trustee may reimburse itself from any money in its possession under the provisions of this Master Trust Agreement and shall be entitled to a preference therefor over any Bonds Outstanding.

Section 1003 Limitations on Obligations and Responsibilities of Trustee. (a) The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Town, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Except as to the acceptance of the trusts under this Master Trust Agreement, the Trustee shall have no responsibility in respect of the validity or sufficiency of this Master Trust Agreement, or in respect of the validity of Bonds or the due execution or issuance thereof. The Trustee shall be under no obligation to see that any duties herein imposed upon the Town or any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

(b) The Trustee shall have no duty or responsibility to examine or review, and shall have no liability for, the contents of any documents submitted or delivered to any Owner in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document; the Trustee shall not be liable for any debts contracted or for damages to persons or to property injured or damaged, or for salaries or nonfulfillment of contracts, relating to the acquisition, construction or equipping of the 2026 Project or any Additional Project; and the Trustee shall have no duty to inspect or oversee the acquisition, construction or equipping of the 2026 Project or any Additional Project, or, except as provided in Section 1001(a)(ii), to verify the truthfulness or accuracy of the certifications made by the Town with respect to the Trustee's disbursements for Project Costs or Issuance Costs in accordance with this Master Trust Agreement.

(c) Notwithstanding any provision of the Trust Agreement to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulations, including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of Section 148 of the Code and the applicable Treasury regulations, the maximum amount which may be invested in "non-purpose obligations" as defined in the Code and the fair market value of any investments made hereunder, and the sole obligation of the Trustee with respect to investment of funds hereunder shall be to invest the monies received by the Trustee in accordance with Article VII pursuant to instructions from an authorized representative of the Town and to maintain appropriate records relating to the investments so made.

(d) The Trustee shall not be responsible or liable for the environmental condition or any contamination of the Mortgaged Property or any other property which secures the Town's obligations under the Trust Agreement or the Bonds or for any diminution in value of any such property as a result of any contamination of the property by any hazardous substance, hazardous material, pollutant or contaminant. The Trustee shall not be liable for any claims by or on behalf of the Owners or any other person or entity arising from contamination of the Mortgaged Property or any other property which secures the Town's obligations under the Trust Agreement or the Bonds by any hazardous substance, hazardous material, pollutant or contaminant, and shall have no duty or obligation to assess the environmental condition of any such property or with respect to compliance of any such property under state or federal laws pertaining to the transport, storage, treatment or disposal of, hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits or licenses issued under such laws.

(e) The Trustee shall not be liable if and to the extent its performance under the Trust Agreement if and to the extent such performance is prevented by reason of "force majeure." For purposes of this provision, "force majeure" means an occurrence beyond the control of the Trustee and could not have been avoided by exercising due care, including, without limitation, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar circumstances.

(f) The Trustee shall not be responsible for the filing of, or for the sufficiency or accuracy of, any financing statements initially filed to perfect any lien or lien or security interest granted or created under this Master Trust Agreement, any Supplemental Trust Agreement or the Deed of Trust in connection with the issuance of the Series 2026 Bonds or any subsequent Series of Bonds. The Trustee shall be required to file continuation statements with respect to each such financing statement initially filed by the Town at the time of the issuance of the Series 2026 Bonds or any subsequent Series of Bonds, provided that a copy of such initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee shall have been notified in writing by the Town that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this subsection and (ii) filing any continuation statements in the same filing offices as the initial filings were made. The Town shall be responsible for all reasonable and customary fees charged by the Trustee for the preparation and filing of any such continuation statements, including reasonable attorneys' fees and expenses, in accordance with Section 1005.

Section 1004 Trustee Not Liable for Failure of Town to Act. The Trustee shall not be liable or responsible because of the failure of the Town or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Town. The Trustee shall not be responsible for the application of any of the proceeds of Bonds or any other money deposited with it and invested, paid out, withdrawn or transferred hereunder if such application, investment, payment, withdrawal or transfer shall be made in accordance with the provisions of this Master Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 1005 Compensation and Indemnification of Trustee. Subject to the provisions of any contract between the Town and the Trustee relating to the compensation of the Trustee, the Town shall pay to the Trustee reasonable compensation for all services performed by them hereunder and also all their reasonable expenses, charges and other disbursements and those of their attorneys, agents and employees incurred in and about the administration and the performance of their powers and duties hereunder and, to the extent permitted by law, shall indemnify and save the Trustee harmless against any liabilities that they may incur in the proper exercise and performance of their powers and duties hereunder. If the Town shall fail to cause any payment required by this Section to be made, the Trustee may make such payment from any money in its possession under the provisions of the Trust Agreement and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The Town covenants that it shall promptly deposit or cause to be deposited to the credit of the respective fund or account the amount withdrawn therefrom by the Trustee to make any such payment. The provisions of this Section shall survive the removal or resignation of the Trustee.

Section 1006 Monthly Statements from Trustee. It shall be the duty of the Trustee, on or before the 10th day of each month, to file with the Town a statement setting forth in respect of the preceding calendar month:

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund, account or subaccount held by it under the provisions of the Trust Agreement,

(b) the amount on deposit with it at the end of such month in each such fund, account or subaccount,

(c) a brief description of all obligations held by it as an investment of money in each such fund, account or subaccount,

(d) the amount applied to the payment, purchase or redemption of Bonds under the provisions of Article V and a description of the Bonds or portions thereof so paid, purchased or redeemed, and

(e) any other information that the Town may reasonably request which is contained in the books and records of the Trustee.

All records and files pertaining to Bonds in the custody of the Trustee not otherwise restricted or excluded from disclosure by the terms of the Trust Agreement, including, without limitation, Section 1102, shall be open at all reasonable times to the inspection of the Town and its agents and representatives.

Section 1007 Trustee May Rely on Certificates. If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which the Trust Agreement or the Deed of Trust provides for permitting or taking any action, the Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of the Trust Agreement or the Deed of Trust, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in absence of willful misconduct, by reason of the supposed existence of such fact. Except as otherwise provided in the Trust Agreement or the Deed of Trust, any request, notice, certificate or other instrument from the Town to the Trustee shall be deemed to have been signed by the proper party or parties if signed by any Authorized Officer, and the Trustee may accept and rely upon a certificate signed by any Authorized Officer as to any action taken by the Town.

Section 1008 Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein and in the Bonds shall be taken and construed as made by and on the part of the Town and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 1009 Trustee Protected in Relying on Certain Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in absence of willful misconduct, reasonably and in accordance with the terms of the Trust Agreement or the Deed of Trust, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement or the Deed of Trust, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee shall not be under any obligation to see to the recording or filing of the Trust Agreement or otherwise to the giving to any person of notice of the provisions hereof.

Section 1010 Trustee May Pay Taxes and Assessments. In case the Town shall fail to pay or cause to be paid any lawful tax, assessment or governmental charge or other charge upon any part of the Town to the extent, if any, that the Town may be deemed by the Trustee liable for same, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the Owners of Bonds arising in consequence of such failure; and any amount at any time so paid under this Section shall be repaid upon demand by the Trustee by the Town, but the Trustee shall be under no obligation to make any such payment from sources provided in the Trust Agreement unless it shall have available or be provided with adequate funds for the purpose of such payment.

Section 1011 Resignation and Removal of Trustee Subject to Appointment of Successor. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 1014 and approval by the Local Government Commission.

Section 1012 Resignation of Trustee. Subject to the provisions of Section 1011, the Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the Town, and mailed, postage prepaid, at the Trustee's expense, to each Owner of Bonds, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

Section 1013 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing (i) executed by the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding and filed with the Town or (ii) executed by an Authorized Officer, so long as no Event of Default shall have occurred and be continuing, in either case filed with Trustee not less than sixty (60) days before such removal is to take effect as stated in said instrument of instruments. A photographic copy of any order, instrument or instruments filed with the Town under the provisions of this paragraph shall be delivered promptly by the Town to the Trustee.

The Trustee may also be removed at any time for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Master Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Town or the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding.

Section 1014 Appointment of Successor Trustee. If at any time the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the positions of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any reason, the Town shall appoint a Trustee to fill such vacancy. The appointment of any successor Trustee shall be subject to the approval of the Local Government Commission. The Town shall cause a notice of any such appointment made by it to be mailed first class, postage prepaid, to all Owners of Bonds.

Any organization or entity into which the Trustee may be merged or converted or with which it may be consolidated, or any organization or entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any organization or entity succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such organization or entity shall be otherwise qualified and eligible to serve as Trustee under this Article and provided such successor entity is (i) a bank or trust company within or without the Town which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, (ii) of good standing and (iii) having a combined capital, surplus and undivided profits aggregating not less than One Hundred Million Dollars ($100,000,000).

At any time within sixty (60) days after any such vacancy shall have occurred, the Owners of not less than 25% in principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing, executed by such Owners and filed with the Town, may nominate a successor Trustee, which the Town shall appoint and which shall supersede any Trustee

theretofore appointed by the Town. Photographic copies of each such instrument shall be delivered promptly by the Town to the predecessor Trustee and to the Trustee so appointed by the Owners.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, any Owner hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any successor Trustee appointed shall be (i) a bank or trust company within or without the Town which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, (ii) of good standing and (iii) having a combined capital, surplus and undivided profits aggregating not less than One Hundred Million Dollars ($100,000,000).

Section 1015 Vesting of Duties in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Town, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor; but such predecessor shall nevertheless, on the written request of its successor or of the Town and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 1005, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities and powers of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from the Town be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Town.

Section 1016 E-Verify. The Trustee hereby certifies that the Trustee understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee shall require that any subcontractor that it uses in connection with the performance of its obligations under the Trust Agreement to certify to such subcontractor's compliance with E-Verify.

ARTICLE XI

EXECUTION OF INSTRUMENTS BY OWNERS, PROOF OF OWNERSHIP OF BONDS, AND DETERMINATION OF CONCURRENCE OF OWNERS

Section 1101 Execution of Instruments. Any request, direction, consent or other instrument in writing required or permitted by this Master Trust Agreement or any Supplemental Trust Agreement to be signed or executed by any Owners of Bonds may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners or their attorneys or legal representatives or legal representative of his estate if the Owner is deceased. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Master Trust Agreement or any Supplemental Trust Agreement and shall be conclusive in favor of the Trustee and the Town with regard to any action taken by either under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification, by any officer in any jurisdiction who by the laws thereof has power to take affidavits within such jurisdictions, to the effect that such instrument was subscribed and sworn to before him or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(b) The ownership of Bonds shall be proved by the registration books kept under the provisions of Section 205.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Owner of Bonds shall bind every future Owner of the same Bonds in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any person as an Owner of Bonds or to take any action at such an Owner's request unless such Bonds shall be deposited with it.

Section 1102 Preservation of Information; Communications. (a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Owners received by the Trustee.

(b) If an Owner which is a Securities Depository Nominee or three or more Owners which are not Securities Depository Nominees (hereinafter collectively referred to as "applicants") apply in writing to the Trustee and furnish reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Owners with respect to their rights under this Master Trust Agreement or under the Bonds and such application, at its election, shall either

(i) afford such applicants access to the information preserved at the time by the Trustee in accordance with subsection (a) of this Section, or

(ii) inform such applicants as to the approximate number of Owners whose names and addresses appear in the information preserved at the time by the Trustee in accordance with sub-section (a) of this Section , and as to the approximate cost of mailing to such Owners the form of communication, if any, specified in such application.

If the Trustee shall elect not to afford such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Owner whose name and address appears in the information preserved at the time by the Trustee in accordance with subsection (a) of this Section a copy of the form of communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing.

(c) Every Owner, by receiving and holding one or more Bonds, agrees with the Town and the Trustee that neither the Town nor the Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Owners in accordance with subsection (b) of this Section, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under such subsection.

ARTICLE XII

AMENDMENTS AND SUPPLEMENTS; ASSIGNMENTS AND LEASING

Section 1201 Supplements and Amendments Without Consent. This Master Trust Agreement and the Deed of Trust, and the rights and obligations of the parties thereto, may be amended or supplemented at any time by an amendment or supplement thereto without the consent of any Owners, provided that, in the opinion of the Trustee, who may rely upon a written opinion of legal counsel, such amendment or supplement shall not materially adversely affect the interest of the Owners:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this Master Trust Agreement or the Deed of Trust, or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Master Trust Agreement or the Deed of Trust, or

(b) to grant or to confer upon the Trustee, for the benefit of the Owners, any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee, or

(c) to add to the provisions of this Master Trust Agreement or the Deed of Trust other conditions, limitations and restrictions thereafter to be observed, or

(d) to add to the covenants and agreements of the Town in this Master Trust Agreement or the Deed of Trust other covenants and agreements thereafter to be observed by the Town or to surrender any right or power herein reserved to or conferred upon the Town, or

(e) to permit the qualification of this Master Trust Agreement or the Deed of Trust under any federal statute now or hereafter in effect or under any state blue sky law, and, in connection therewith, if the Town so determines, to add to this Master Trust Agreement, any Supplemental Trust Agreement or the Deed of Trust such other terms, conditions and provisions as may be permitted or required by such federal statute or blue sky law.

At least thirty (30) days prior to the execution and delivery of any such supplement or amendment for any of the purposes of this Section, the Trustee shall cause a notice of the proposed supplement or amendment to be mailed, postage prepaid, to all Owners of Bonds and to each Rating Agency. Such notice shall be prepared by the Town, shall briefly set forth the nature of the proposed supplement or amendment and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners of Bonds. A failure on the part of the Trustee to mail the notice required by this Section shall not affect the validity of such supplement or amendment.

Section 1202 Supplements and Amendments With Consent. Subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding that will be affected by a proposed supplement or amendment to this Master Trust Agreement or the Deed of Trust (as defined in Section 1203) shall have the right, from time to time, anything contained in this Master Trust

Agreement or the Deed of Trust to the contrary notwithstanding, to consent to and approve the execution and delivery of such supplement or amendment as are deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Trust Agreement or the Deed of Trust; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bonds without the consent of the Owner of such Bond and the approval of the Local Government Commission, (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest on any Bonds without the consent of the Owner of such Bond, (c) a preference or priority of any Bonds over any other Bonds without the consent of the Owners of all Bonds then Outstanding or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplement or amendment without the consent of the Owners of all Bonds then Outstanding. Nothing herein contained, however, shall be construed as making necessary the approval by Owners of Bonds of the execution and delivery of any supplement or amendment to this Master Trust Agreement or the Deed of Trust as authorized in Section 1201.

If at any time the Town and the Trustee determine that it is necessary or desirable to execute and deliver any supplement or amendment to this Master Trust Agreement or the Deed of Trust for any of the purposes of this Section, the Trustee shall, at the expense of the Town, cause notice of the proposed supplement or amendment to be mailed, postage prepaid, to all Owners at their addresses as they appear on the registration books as of the date of mailing such notice and to each Rating Agency. Such notice shall be prepared by the Town, shall briefly set forth the nature of the proposed supplement or amendment and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners of Bonds. The Trustee shall not, however, be subject to any liability to any Owner of Bonds by reason of its failure to cause the notice required by this Section to be mailed, and any such failure to cause the notice required by this Section to be mailed shall not affect the validity of such supplement or amendment when consented to and approved as provided in this Section.

Whenever, at any time within three (3) years after the date of the mailing of such notice, the Town delivers to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding that are affected (as defined in Section 1203) by a proposed supplement or amendment, which instrument or instruments shall refer to the proposed supplement or amendment described in such notice and shall specifically consent to and approve the execution and delivery thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Town and the Trustee, as applicable, may execute and deliver such supplement or amendment to this Master Trust Agreement or the Deed of Trust in substantially such form, without liability or responsibility to any Owner of Bonds whether or not such Owner shall have consented thereto.

If the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding at the time of the execution and delivery of such supplement or amendment and that are affected (as defined in Section 1203) by a proposed supplement or amendment to this Master Trust Agreement or the Deed of Trust have consented to and approved the execution and delivery thereof as herein provided, to the extent permitted by law, no Owner of Bonds shall have any right to object to the execution and delivery of such supplement or amendment, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the

execution and delivery thereof, or to enjoin or restrain the Town and the Trustee, as applicable, from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Section 1203 Bonds Affected. For purposes of this Master Trust Agreement, Bonds shall be deemed to be "affected" by a supplement or amendment to this Master Trust Agreement or the Deed of Trust if the same adversely affects or diminishes the rights of the Owners of such Bonds against the Town or the rights of such Owners in the security for such Bonds. The Trustee may in its reasonable discretion determine whether any Bonds would be affected by any such supplement or amendment, and any such determination shall be conclusive upon the Owners of all Bonds, whether theretofore or thereafter issued or incurred. The Trustee shall not be liable for any such determination made in good faith. The Trustee may, but shall not be required to, execute or consent to any such supplement or amendment that adversely affects its rights, protections or indemnifications under this Master Trust Agreement, any Supplemental Trust Agreement or the Deed of Trust.

Section 1204 Supplements and Amendments Part of Master Trust Agreement and Deed of Trust. Any supplement or amendment to this Master Trust Agreement or the Deed of Trust executed and delivered in accordance with the provisions of this Article shall thereafter form a part of this Master Trust Agreement and the Deed of Trust, as applicable, and this Master Trust Agreement and the Deed of Trust shall be and be deemed to be modified and amended in accordance therewith. Thereafter the respective rights, duties and obligations under this Master Trust Agreement and the Deed of Trust of the Town, the Trustee and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Master Trust Agreement and the Deed of Trust as so supplemented and amended. If any supplement or amendment to this Master Trust Agreement or the Deed of Trust is executed and delivered, Bonds issued thereafter may contain an express reference to such supplements or amendments if deemed necessary or desirable by the Town.

Section 1205 Supplemental Trust Agreements. For purpose of this Article XII, a Supplemental Trust Agreement that relates only to a particular Series of Bonds and that does not purport to alter or amend the rights or security of any Owners of any Bonds of any other Series shall not be deemed or considered to be a supplement or amendment to this Master Trust Agreement for purposes of this Article.

Section 1206 Exclusion of Bonds. Bonds owned or held by or for the account of the Town shall not be deemed Outstanding Bonds for the purpose of any consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Town as Owner of such Bonds shall not be entitled to consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Town shall furnish the Trustee an Officer's Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

ARTICLE XIII

DEFEASANCE

Section 1301 Release of Trust Agreement. When:

(a) the Bonds issued hereunder shall have become due and payable in accordance with their terms or otherwise as provided in this Master Trust Agreement, and the whole amount of the principal and the interest and premium, if any, so due and payable upon all Bonds shall be paid, and

(b) if the Bonds shall not have become due and payable in accordance with their terms, the Trustee shall hold, sufficient (i) money or (ii) Defeasance Obligations or a combination of (i) and (ii) of this clause (b), the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on all Bonds then Outstanding to the maturity date or dates of such Bonds or to the date or dates specified for the redemption thereof, and there shall have been delivered to the Trustee an opinion of Bond Counsel that such deposit of money or Defeasance Obligations will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, and

(c) if Bonds are to be called for redemption, irrevocable instructions to call the Bonds for redemption shall have been given by the Town to the Trustee, and

(d) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by the Town;

then and in that case the right, title and interest of the Trustee in the funds, accounts and subaccounts mentioned in this Master Trust Agreement shall thereupon cease, determine and become void and, upon being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Trustee, to the effect that all conditions precedent to the release of this Master Trust Agreement and the Deed of Trust have been satisfied, the Trustee shall release this Master Trust Agreement and the Deed of Trust and shall execute such documents to evidence such release as may be required by such counsel, and the Trustee shall turn over to the Town any surplus in, and all balances remaining in, all funds, accounts and subaccounts other than money held for the redemption or payment of Bonds. If the Bonds to be paid by the moneys or Defeasance Obligations deposited with the Trustee will not be retired within six months of the date of the deposit, then in addition to the requirements set forth in (a) through (d) above, such deposit shall be accompanied by a report of an independent verification agent or certified public accountant to the effect that the principal of and the interest on the Defeasance Obligations when due and payable, together with any money deposited, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on, all Bonds then Outstanding to the maturity date or dates of such Bonds or to the date or dates specified for the redemption thereof. Otherwise, this Master Trust Agreement shall be, continue and remain in full force and effect; provided, however, that (i) if the Bonds to be paid by the moneys or Defeasance Obligations deposited with the Trustee will not be retired within thirty days of the date of the deposit, then in addition to the requirements set forth in Article III, the Trustee, within thirty (30) days after such moneys or Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Trustee

to be mailed, postage prepaid, to all Owners of Bonds, setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) a description of the Defeasance Obligations so held by it, and (c) that this Master Trust Agreement has been released in accordance with the provisions of this Section, and (ii) (a) the Trustee shall nevertheless retain such rights, powers and privileges under this Master Trust Agreement as may be necessary and convenient in respect of the Bonds for the payment of the principal, interest and any premium for which such Defeasance Obligations have been deposited and (b) the Trustee shall retain such rights, powers and privileges under this Master Trust Agreement as may be necessary and convenient for the registration, transfer and exchange of Bonds; provided, however, that failure to mail such notice to any Owner or to the Owners, or any defect in such notice so mailed, shall not affect the validity of the release of this Master Trust Agreement.

All money and Defeasance Obligations held by the Trustee pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401 Successorship of Town. In the event the Town for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Master Trust Agreement by or on behalf of or for the benefit of the Town shall bind or inure to the benefit of the successor of the Town from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "Town" as used in this Master Trust Agreement shall include such successor or successors.

Section 1402 Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Master Trust Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this Master Trust Agreement.

Section 1403 Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Town or the Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the Town--

Town of Apex, North Carolina
73 Hunter Street
Apex, North Carolina 27502
Attention: Finance Director

(b) As to the Trustee--

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078
Attention: Global Corporate Trust

(c) As to the Local Government Commission--

North Carolina Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

Unless otherwise specifically provided herein to the contrary, the Trustee shall also have the right to accept and act upon notices, certificates, consents, requests, waivers, requisitions, instructions and directions, including funds transfer and investment instructions (each for purposes of this paragraph, a "Notice"), under this Master Trust Agreement or any Supplemental Trust Agreement sent by Electronic Means by the Town. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder; provided, however, that the Town shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide Notices by Electronic Means ("Authorized Officers"), which incumbency certificate shall include each Authorized Officer's name, title, sample signature, telephone number, facsimile number and email address from which such Notices will be sent and shall be amended whenever a person is to be added or deleted from the listing. The Town agrees that the Trustee cannot determine the identity of the actual sender of Notices delivered by Electronic Means and that the Trustee shall be deemed to have acted reasonably in believing the genuineness of a Notice received by Electronic Means if such Notice on its face appears to have been signed by, and sent from the email address of, an Authorized Officer, as shown on the incumbency certificate provided to the Trustee. The Town shall be responsible for ensuring that only its Authorized Officers use Electronic Means to deliver Notices to the Trustee, and the Town and its Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Notices delivered by Electronic Means notwithstanding such Notices conflict or are inconsistent with a subsequent written Notice delivered by other means. If the Trustee accepts and acts upon a Notice delivered by Electronic Means in accordance with this paragraph, the Town agrees (i) to assume all risks arising out of the use of such Electronic Means to submit Notices to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized Notices and the risk that a Notice is intercepted during transmission and misused by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the Trustee has no responsibility for the Town's security procedures in connection with its transmission of Notices and that such procedures, including the procedures set forth herein, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures to the extent they may impact the use of Electronic Means to deliver Notices pursuant to this paragraph.

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change in the manner provided above to the other parties by the party effecting the change.

All documents received by the Trustee under the provisions of this Master Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Master Trust Agreement shall be released under the provisions of Section 1301, subject at all reasonable times to the inspection of the Town, any Owner and their respective agents and representatives.

Section 1404 Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the Town or the Trustee shall be unable to mail any notice required to be given by the provisions of this Master Trust Agreement, the Town or the Trustee shall give notice in such other manner as in the judgment of the Town or the Trustee shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Master Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 1405 Parties, Owners and Local Government Commission Alone Have Rights Under this Master Trust Agreement. Except as herein or in a Supplemental Trust Agreement otherwise expressly provided, nothing in this Master Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Trustee, the Town, the Owners of Bonds and the Local Government Commission any right, remedy or claim, legal or equitable, under or by reason of this Master Trust Agreement or any provision being intended to be and being for the sole and exclusive benefit of the Trustee, the Town, the Owners of Bonds and the Local Government Commission.

Section 1406 Effect of Partial Invalidity. In case any one or more of the provisions of this Master Trust Agreement or the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Master Trust Agreement or the Bonds, but this Master Trust Agreement and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or this Master Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Town to the full extent permitted by law.

Section 1407 Effect of Covenants; Governing Law; Venue. All covenants, stipulations, obligations and agreements of the Town contained in this Master Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent permitted by the Constitution and laws of the State. This Master Trust Agreement is executed and delivered with the intent that the laws of the State shall govern its construction. The exclusive forum and venue for all actions arising out of this Master Trust Agreement are with the North Carolina General Court of Justice in the County of Wake, North Carolina or the U.S. District Court for the Eastern District of North Carolina, Raleigh Division. Any attempt to contravene this Section shall be an express violation of this Master Trust Agreement.

Section 1408 No Recourse Against Members, Officers or Employees of Town or the Local Government Commission. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Master Trust Agreement, or in any Bonds issued hereunder, or in any document or certification whatsoever, or under any judgment obtained against the Town, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member,

officer or employee of the Town or the Local Government Commission, either directly or through the Town for the payment for or to, the Town or any receiver of either of them, or for, or to, any Owner of Bonds or otherwise, of any sum that may be due and unpaid upon any such Bonds. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the Town or the Local Government Commission or any receiver of either of them, or for, or to, any Owner of Bonds, or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Master Trust Agreement and the issuance of the Bonds.

Section 1409 Dealing in Bonds. The Trustee and its directors, officers, employees or agents, and any officer, employee or agent of the Town, may in good faith, buy, sell, own, hold and deal in any Bonds and may join in any action which any Owner thereof may be entitled to take with like effects as if such Trustee were not a Trustee.

Section 1410 Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Master Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 1411 Further Authority. The officers of the Town, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by this Master Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Master Trust Agreement.

Section 1412 Multiple Counterparts. This Master Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 1413 USA Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee requires documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Town and the Trustee have caused this Master Trust Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By:_____
Mayor

Attest:

_____
Town Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

[Counterpart signature page to the Master Trust Agreement, dated as of November 1, 2026, between the Town of Apex, North Carolina and U.S. Bank Trust Company, National Association]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing Master Trust Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____

Secretary, Local Government Commission of North Carolina

EXHIBIT A

Requisition No. ____

REQUISITION AND CERTIFICATE

_____, 20__

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078
Attention: Global Corporate Trust

Dear Sir or Madam:

On behalf of the Town of Apex, North Carolina (the "Town"), in connection with $_____ Town of Apex, North Carolina Limited Obligation Bonds, Series ____ (the "Bonds") issued by the Town, I hereby requisition from you funds held in the _____ Project Account of the Town of Apex, North Carolina Limited Obligation Bonds Project Fund (the "Project Fund") in accordance with the Master Trust Agreement, dated as of November 1, 2026 (the "Master Trust Agreement"), between the Town and yourself, as trustee (the "Trustee), and the _____ Supplemental Trust Agreement, dated as of _____ (the "Supplemental Trust Agreement"), between the Town and the Trustee, the sum of $_____ payable to _____.

I hereby certify that the obligation to make such payment was incurred by the Town in connection with the [____] Project as defined in the [Master][Supplemental] Trust Agreement or is a cost of issuance relating to the issuance of the Bonds, is presently due and payable, is a proper charge against the Project Fund and has not been the basis for any prior requisition which has been paid.

All capitalized terms not otherwise defined herein shall have the same meaning in the Master Trust Agreement and the Supplemental Trust Agreement.

_____
Authorized Officer

Draft No. 2
September 8, 2026

FIRST SUPPLEMENTAL TRUST AGREEMENT

Dated as of November 1, 2026

Between

TOWN OF APEX, NORTH CAROLINA

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

$_____
Town of Apex, North Carolina
Limited Obligation Bonds
Series 2026

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Exhibit A Form of Series 2026 Bonds

FIRST SUPPLEMENTAL TRUST AGREEMENT

This FIRST SUPPLEMENTAL TRUST AGREEMENT, dated as of November 1, 2026 (this "First Supplemental Trust Agreement"), between the TOWN OF APEX, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the "Town"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, which is authorized under such laws to exercise trust powers (the "Trustee");

WITNESSETH:

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina (as amended, the "Act"), the Town may finance (a) the purchase of real or personal property or (b) the construction of fixtures or improvements on real property by contracts that create in the property so acquired or in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for such purchase or construction;

WHEREAS, the Town desires to finance the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "2026 Project");

WHEREAS, the Town has determined that the issuance of the Series 2026 Bonds (hereinafter defined) will benefit and be in the best interests of the Town and has taken all actions legally required for the issuance thereof;

WHEREAS, the Town has executed and delivered simultaneously with this First Supplemental Trust Agreement a Master Trust Agreement, dated as of November 1, 2026 (the "Master Trust Agreement"), between the Town and the Trustee, which authorizes the Town to issue the Series 2026 Bonds in accordance with Section 208 thereof for the purpose described above;

WHEREAS, this First Supplemental Trust Agreement constitutes a Supplemental Trust Agreement within the meaning of the Master Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Meaning of Words and Terms. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Master Trust Agreement shall have the meanings assigned to them therein, and the following capitalized words and terms shall have the following meanings:

"Bond Year" means the period commencing on August 1 of any year and ending on July 31 of the following year.

"Closing" means the delivery of and payment for the Series 2026 Bonds.

"Closing Date" means the date of the Closing.

"Interest Payment Date" means February 1 and August 1, as the case may be, commencing February 1, 2027.

"Regular Record Date" means the 15th day of the month preceding any Interest Payment Date, whether or not a Business Day.

"Series 2026 Project Account" means the account of the Project Fund created and so designated by Section 401.

"Series 2026 Subaccount of the Interest Account" means the subaccount created and so designated by Section 401.

"Series 2026 Subaccount of the Principal Account" means the subaccount created and so designated by Section 401.

"Series 2026 Subaccount of the Redemption Account" means the subaccount created and so designated by Section 401.

"Series 2026 Bonds" means the $_____ Town of Apex, North Carolina Limited Obligation Bonds, Series 2026.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this First Supplemental Trust Agreement unless some other reference is indicated.

ARTICLE II

AUTHORIZATION, FORM, DELIVERY AND REGISTRATION OF THE SERIES 2026 BONDS

Section 201. Authorization of the Series 2026 Bonds. For the purpose of providing funds, together with other available funds, to (a) pay or reimburse the Project Costs relating to the 2026 Project and (b) pay the Issuance Costs in connection with the Series 2026 Bonds, there shall be issued, under and pursuant to the Constitution and the laws of the State, the Master Trust Agreement and this First Supplemental Trust Agreement, a Series of Bonds of the Town designated "Town of Apex, North Carolina Limited Obligation Bonds, Series 2026" in the aggregate principal amount of $_____.

Section 202. Form of Series 2026 Bonds. The definitive Series 2026 Bonds are issuable in fully registered form in denominations of $5,000 or any whole multiple thereof, shall be lettered "R-" and shall be numbered from 1 consecutively upward. The definitive Series 2026 Bonds shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Master Trust Agreement or this First Supplemental Trust Agreement.

Section 203. Details of Series 2026 Bonds. (a) The Series 2026 Bonds shall be dated the date of their issuance, shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) until their payment such interest to the maturity thereof being payable semiannually on each Interest Payment Date, and shall be stated to mature on August 1 (subject to the right of prior redemption), as follows:

Due August 1	Principal Amount	Interest Rate

(b) The Series 2026 Bonds shall be issued by means of a book-entry system with no physical distribution of bond certificates to be made except as hereinafter provided. One bond certificate with respect to each date on which the Series 2026 Bonds are stated to mature, in the aggregate principal amount of such Series 2026 Bonds stated to mature on such date, and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), shall be issued and required to be deposited with DTC or its designee and immobilized in its custody. The book-entry system will evidence ownership of the Series 2026 Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of and interest on the Series 2026 Bonds shall be payable to Cede & Co. or any other person appearing on the registration books of the Town as the registered owner of such Series 2026 Bond or its registered assigns or legal representatives. Transfer of principal and interest to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Series 2026 Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town and the Trustee shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as Securities Depository for the Series 2026 Bonds or (b) the Town determines that continuation of the book-entry system of evidence and transfer of ownership of the Series 2026 Bonds would adversely affect the interests of the beneficial owners of the Series 2026 Bonds, the Town shall discontinue the book-entry system with DTC. If the Town identifies another qualified Securities Depository to replace DTC, the Town shall make arrangements with DTC and such other Securities Depository to effect such replacement and deliver replacement bonds registered in the name of such other Securities Depository or its Securities Depository Nominee in exchange for the outstanding Series 2026 Bonds, and the references to DTC or Cede & Co. in this First Supplemental Trust Agreement shall thereupon be deemed to mean such other Securities Depository or its Securities Depository Nominee. If the Town fails to identify another qualified Securities Depository to replace DTC, the Town shall deliver replacement bonds in the form of fully registered certificates in the denomination of $5,000 or any whole multiple thereof in exchange for the outstanding Series 2026 Bonds as required by DTC and others.

Section 204. Terms and Conditions for Issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be executed substantially in the form and in the manner herein set forth and shall be deposited with the Trustee for authentication, but before the Series 2026 Bonds shall be authenticated and delivered to or upon the order of the purchasers thereof, there shall be filed with the Trustee the documents required to be delivered to the Trustee pursuant to Section 208 of the Master Trust Agreement.

When such documents shall have been filed with the Trustee, and when the Series 2026 Bonds shall have been executed and authenticated as required by this First Supplemental Trust Agreement, the Series 2026 Bonds shall be delivered to or upon the order of the purchasers thereof, but only upon deposit with the Trustee of the purchase price of the Series 2026 Bonds in the amount of $_____ (representing the aggregate principal amount of the Series 2026 Bonds, [plus] [less] [an] [a net] original issue [premium] [discount] of $_____ and less an underwriters'

discount of $_____). The proceeds of the Series 2026 Bonds shall be deposited to the credit of the Series 2026 Project Account of the Project Fund and applied to pay the Project Costs relating to the 2026 Project and the Issuance Costs relating to the Series 2026 Bonds.

Section 205. Representations, Covenants and Warranties of the Town. The Town represents, covenants and warrants to the Trustee as follows:

(a) The Constitution and laws of the State authorize the Town to (i) issue the Series 2026 Bonds, (ii) execute and deliver the Master Trust Agreement, this First Supplemental Trust Agreement and the Deed of Trust, (iii) enter into the transactions contemplated hereby and thereby and (iv) perform its obligations hereunder and thereunder.

(b) The Town has duly authorized the execution and delivery of the Master Trust Agreement, this First Supplemental Trust Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(c) Neither the issuance of the Series 2026 Bond nor the execution and delivery of the Master Trust Agreement, this First Supplemental Trust Agreement or the Deed of Trust nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of its organizational documents or any agreement or instrument to which the Town is now a party or by which the Town or its property is bound, or constitutes a default under any of the foregoing.

(d) Other than building permits or other procedural requirements which are prerequisites to the acquisition, construction or equipping of the 2026 Project and the approval of the Series 2026 Bonds, the Master Trust Agreement and this First Supplemental Trust Agreement by the Local Government Commission as required by the Act, no approval or consent is required from any governmental authority with respect to the issuance of, entering into or performance by the Town of the Series 2026 Bonds, the Master Trust Agreement, this First Supplemental Trust Agreement, the Deed of Trust or any other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Town challenging the validity or enforceability of the Master Trust Agreement, this First Supplemental Trust Agreement, the Deed of Trust or any other documents relating hereto or thereto or the performance of the Town's obligations hereunder or thereunder.

(f) The Town will make no use of the proceeds of the Series 2026 Bonds or of any other amounts or property regardless of the source or take any action that, or refrain from taking any action, as to which the failure to take such action, may cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), "private activity bonds" within the meaning of Section 141 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code. To that end, so long as the Series 2026 Bonds remain Outstanding, the Town, with respect to such proceeds and such other funds,

will comply with all requirements of such Sections of the Code and all regulations of the United States Department of the Treasury issued thereunder are, at the time, applicable and in effect.

ARTICLE III

REDEMPTION OF SERIES 2026 BONDS

Section 301. Redemption of Series 2026 Bonds. (a) The Series 2026 Bonds shall not be subject to prior redemption except as provided in this Article III and in Article III of the Master Trust Agreement.

(b) The Series 2026 Bonds maturing on or prior to August 1, 20__ are not subject to optional redemption prior to their respective maturities. The Series 2026 Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective maturities, at the option of the Town, from any moneys that may be available for such purpose, either in whole or in part on any date on or after August 1, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed, plus accrued interest, if any, to the redemption date.

Section 302. Selection of Bonds for Redemption. (a) The Series 2026 Bonds shall be redeemed only in whole multiples of $5,000. If less than all the Series 2026 Bonds are called for redemption pursuant to Section 301(b), the Series 2026 Bonds of each maturity to be so redeemed shall be called for redemption in the manner set forth in an Officer's Certificate filed with the Trustee. The Trustee shall promptly notify the Town in writing of the Series 2026 Bonds so selected for redemption.

(b) If less than all of the Series 2026 Bonds of any one maturity are to be called for redemption, the Trustee shall select such Series 2026 Bonds to be redeemed by lot, each $5,000 portion of principal being counted as one Series 2026 Bond for this purpose; provided, however, that so long as the only Owner of the Series 2026 Bonds is Cede & Co., such selection shall be made by DTC in accordance with its operating rules and procedures.

Section 303. Redemption Notice. At least thirty-five (35) days prior to the redemption date of any Series 2026 Bonds to be redeemed pursuant to Section 301(b), the Town shall notify the Trustee of its intention to redeem such Series 2026 Bonds. The Town and the Trustee may mutually agree to a shorter time period for such notice to the Trustee. At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any Series 2026 Bonds to be redeemed, whether such redemption be in whole or in part, the Trustee shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to all Owners of Series 2026 Bonds to be redeemed in whole or in part, provided that notice to any Securities Depository shall be sent in such manner authorized or required by such Securities Depository and provided further that failure to mail any such notice to any Owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2026 Bonds of any other Owner to whom notice was properly given. The Trustee shall also provide a copy of such notice to the Local Government Commission at the same time as such notice is provided to the Owners of the Series 2026 Bonds to be redeemed; provided, however, that failure to provide a copy of such notice to the Local Government Commission or any defect in such notice shall not affect the validity of the proceedings for such redemption.

Each such notice shall set forth the CUSIP numbers of the Series 2026 Bonds to be redeemed, the date fixed for redemption, the Redemption Price to be paid, the address and phone

number of the Trustee, the date of the redemption notice, the maturities of the Series 2026 Bonds to be redeemed and, if less than all of the Series 2026 Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2026 Bonds to be redeemed and, in the case of Series 2026 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2026 Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Series 2026 Bond, a new Series 2026 Bond in principal amount equal to the unredeemed portion of such Series 2026 Bond will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the Redemption Price of and interest on the Series 2026 Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Series 2026 Bonds shall not be required to be redeemed. In the event that moneys or Defeasance Obligations sufficient to pay the Redemption Price of and interest on such Series 2026 Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

ARTICLE IV

SERIES 2026 PROJECT ACCOUNT; BOND FUND SUBACCOUNTS; PAYMENTS AND COVENANTS

Section 401. Establishment of Series 2026 Project Account and Bond Fund Subaccounts. The Trustee shall establish a special account within the Project Fund designated as the "Series 2026 Project Account" and shall keep the Series 2026 Project Account separate and apart from all other funds and moneys held by it. Moneys held in the Series 2026 Project Account shall be invested and disbursed in the manner provided herein and in the Master Trust Agreement.

The following subaccounts in the Bond Fund are hereby established:

(a) Series 2026 Subaccount of the Interest Account;

(b) Series 2026 Subaccount of the Principal Account; and

(c) Series 2026 Subaccount of the Redemption Account.

The funds, accounts and subaccounts mentioned above shall be established with and held by the Trustee pursuant to the Master Trust Agreement and this First Supplemental Trust Agreement.

Section 402. Payments by the Town. The Town shall, subject to the limitations of Section 801 of the Master Trust Agreement, deposit or cause to be deposited with the Trustee the following amounts, and the Trustee shall apply such amounts to the various subaccounts specified herein in the following order:

(a) into the Series 2026 Subaccount of the Interest Account, on or before the 25th day of the month immediately preceding each Interest Payment Date, the interest payable on the Series 2026 Bonds on such Interest Payment Date; and

(b) into the Series 2026 Subaccount of the Principal Account, on or before the 25th day of the month immediately preceding each August 1, the principal of all Series 2026 Bonds coming due on such August 1.

In addition, the Trustee shall deposit to the Series 2026 Subaccount of the Redemption Account all amounts as shall be delivered to the Trustee by the Town from time to time with instructions that such amounts be so deposited.

Section 403. Application of Money in the Series 2026 Subaccount of the Redemption Account. The Trustee shall apply money in the Series 2026 Subaccount of the Redemption Account to the purchase or redemption of Series 2026 Bonds as follows:

(a) Subject to the provisions of subsection (c) of this Section, the Trustee shall use commercially reasonable efforts to purchase and cancel Series 2026 Bonds or portions thereof, regardless of whether such Series 2026 Bonds or portions thereof are then subject to redemption, at the direction of an Authorized Officer, provided that the purchase price of each Series 2026

Bond shall not exceed the Redemption Price that would be payable on the next redemption date to the Owner of such Series 2026 Bond under the provisions of this First Supplemental Trust Agreement, plus accrued interest to that redemption date. The Trustee shall pay the interest accrued on such Series 2026 Bonds or portions thereof to the date of settlement from the Series 2026 Subaccount of the Interest Account and the purchase price from the Series 2026 Subaccount of the Redemption Account, but no such purchase shall be made by the Trustee from money in the Series 2026 Subaccount of the Redemption Account within the period of forty-five (45) days immediately preceding any date on which such Series 2026 Bonds or portions thereof are to be redeemed.

(b) Subject to the provisions of subsection (c) of this Section, the Trustee shall call for redemption on a date permitted by the First Supplemental Trust Agreement such amount of Series 2026 Bonds or portions thereof as will exhaust the money then held in the Series 2026 Subaccount of the Redemption Account as nearly as may be practicable; provided, however, that not less than Fifty Thousand Dollars ($50,000) in principal amount of the Series 2026 Bonds shall be called for redemption at any one time unless the Trustee is so instructed by the Town. The Trustee shall pay the accrued interest on the Series 2026 Bonds or portions thereof to be redeemed to the date of redemption from the Series 2026 Subaccount of the Interest Account and the Redemption Price of such Series 2026 Bonds or portions thereof from the Series 2026 Subaccount of the Redemption Account. The Trustee shall withdraw from the Series 2026 Subaccount of the Redemption Account and set aside the respective amounts required to pay the Redemption Price of the Series 2026 Bonds or portions thereof so called for redemption.

(c) Money in the Series 2026 Subaccount of the Redemption Account shall be applied by the Trustee in each Fiscal Year to the purchase or the redemption of Series 2026 Bonds then Outstanding in accordance with the latest Officer's Certificate filed with the Trustee designating the Series 2026 Bonds to be redeemed and the amount of such reduction in each such year. In the event no such certificate is filed (i) the Trustee shall apply such money to the purchase of Series 2026 Bonds bearing the highest rate of interest and (ii) if Series 2026 Bonds of more than one maturity bear the same interest rate, the Trustee shall redeem such Series 2026 Bonds in the inverse order of maturities.

Upon the retirement of any Series 2026 Bonds by purchase or redemption, pursuant to the provisions of this Section, the Trustee shall file with the Town a statement identifying such Series 2026 Bonds and setting forth the date of purchase or redemption, the amount of the purchase price or the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses incurred by the Trustee in connection with the purchase or redemption of any such Series 2026 Bonds shall be paid by the Town from any available moneys.

Section 404. Application of Money in the Series 2026 Project Account. Money deposited in the Series 2026 Project Account in accordance with Section 204 shall be applied to pay the Project Costs relating to the 2026 Project and the Issuance Costs incurred in connection with the sale and issuance of the Series 2026 Bonds, all in accordance with the requisition procedures for the Project Fund as set forth in Article IV of the Master Trust Agreement.

Section 405. Investment of Money. Money held for the credit of all subaccounts established hereunder on deposit with the Trustee shall be continuously invested and reinvested

by the Trustee at the direction of the Town as provided in the Master Trust Agreement and this First Supplemental Trust Agreement.

Section 406. Payment of Principal and Interest. Subject to the limitations set forth in Section 801 of the Master Trust Agreement, the Town hereby covenants that it will promptly pay the principal of and the interest on every Series 2026 Bond issued under the provisions of this First Supplemental Trust Agreement at the places, on the dates and in the manner provided herein and in said Series 2026 Bonds according to the true intent and meaning thereof. The Town further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this First Supplemental Trust Agreement, the Master Trust Agreement and the Deed of Trust, or in any Series 2026 Bond executed, authenticated and delivered hereunder and under the Master Trust Agreement or in any proceedings of the Town pertaining thereto. The Town represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2026 Bonds authorized hereby; that all action on its part for the issuance of the Series 2026 Bonds has been duly and effectively taken; and that such Series 2026 Bonds in the hands of the Owners thereof are and will be valid and binding limited obligations of the Town payable according to their terms.

Section 407. Continuing Disclosure. The Town hereby undertakes, for the benefit of the beneficial owners of the Series 2026 Bonds, to provide to the Municipal Securities Rulemaking Board (the "MSRB"):

(a) by not later than seven months from the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2026, audited financial statements of the Town for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such Fiscal Year, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within fifteen (15) days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each Fiscal Year, beginning with the Fiscal Year ended June 30, 2026, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the headings "THE TOWN - Debt Information and - Tax Information" (excluding any information on overlapping units) in Appendix A to the Official Statement, dated October __, 2026 (the "Official Statement"), relating to the Series 2026 Bonds, to the extent that such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner, not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Series 2026 Bonds:

(1) principal and interest payment delinquencies:

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds or other material events affecting the tax status of the Series 2026 Bonds;

(7) modification to the rights of the beneficial owners of the Series 2026 Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Series 2026 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Town;

(13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Series 2026 Bonds, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

For purposes of this Section, "financial obligation" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12").

If the Town fails to comply with the undertaking described above, the Trustee or any beneficial owner of the Series 2026 Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an Event of Default under the Master Trust Agreement or this First Supplemental Trust Agreement and shall not result in any acceleration of the Series 2026 Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Series 2026 Bonds.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Series 2026 Bonds, as determined by the Trustee or Bond Counsel, or by approving vote of the Owners of a majority in principal amount of the Series 2026 Bonds then Outstanding pursuant to the terms of the Master Trust Agreement at the time of the amendment.

In the event that the Town makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment, in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Series 2026 Bonds.

Section 408. Tax Covenant. The Town covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2026 Bonds which was

excludable from the gross income of its Owner for federal income taxes on the date of their issuance shall continue to be so excludable.

ARTICLE V

THE TRUSTEE

Section 501. Acceptance of Duties by Trustee. The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this First Supplemental Trust Agreement subject to the terms and conditions of the Master Trust Agreement. The Trustee shall have no duty or obligation to monitor the Town's compliance with its obligations under Section 407.

Section 502. E-Verify. The Trustee hereby certifies that the Trustee understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee shall require that any subcontractor that it uses in connection with the transactions contemplated by this First Supplemental Trust Agreement certify to such subcontractor's compliance with E-Verify.

ARTICLE VI

SUPPLEMENTAL TRUST AGREEMENTS

Section 601. Supplemental Trust Agreements Without Consent of Owners. The Town may, from time to time and at any time, execute and deliver such trust agreements supplemental hereto (which supplemental trust agreements shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this First Supplemental Trust Agreement and, in the opinion of the Trustee, who may rely upon a written opinion of legal counsel, shall not materially and adversely affect the interest of the Owners:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this First Supplemental Trust Agreement or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this First Supplemental Trust Agreement;

(b) to grant or to confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee;

(c) to add to the covenants and agreements of the Town in this First Supplemental Trust Agreement other covenants and agreements thereafter to be observed by the Town or to surrender any right or power herein reserved to or conferred upon the Town; or

(d) to permit the qualification of this First Supplemental Trust Agreement under any federal statute now or hereafter in effect or under any state blue sky law, and, in connection therewith, if the Town so determines, to add to this First Supplemental Trust Agreement or any supplemental trust agreement such other terms, conditions and provisions as may be permitted or required by such federal statute or blue sky law.

At least thirty (30) days prior to the execution and delivery of any supplemental trust agreement for any of the purposes of this Section, the Trustee shall cause at the Town's expense a notice of the proposed supplemental trust agreement to be mailed first-class, postage prepaid, to all Owners of the Series 2026 Bonds and to each Rating Agency then rating the Series 2026 Bonds. Such notice shall be prepared by the Town, shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners of the Series 2026 Bonds. A failure on the part of the Trustee to mail the notice required by this Section shall not affect the validity of such supplemental trust agreement.

Section 602. Modification of Supplemental Agreement With Consent of Owners. Subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Series 2026 Bonds then Outstanding that will be affected (as defined in Section 603) by a proposed supplemental trust agreement shall have the right, from time to time, anything contained in this First Supplemental Trust Agreement to the contrary notwithstanding, to consent to and approve the execution and delivery by the Town and the Trustee of such supplemental trust agreement as shall be deemed necessary or desirable by the

Town for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this First Supplemental Trust Agreement or in any supplemental trust agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Series 2026 Bond without the consent of the Owner of such Series 2026 Bond and the approval of the Local Government Commission, (b) a reduction in the principal amount of any Series 2026 Bond or the redemption premium or the rate of interest thereon without the consent of the Owner of such Series 2026 Bond, (c) a preference or priority of any Series 2026 Bond over any other Series 2026 Bond without the consent of all Owners of the Series 2026 Bonds then Outstanding, or (d) a reduction in the aggregate principal amount of Series 2026 Bonds required for consent to such supplemental trust agreement without the consent of all Owners of the Series 2026 Bonds then Outstanding. Nothing herein contained, however, shall be construed as making necessary the approval by the Owners of the execution and delivery of any supplemental trust agreement as authorized in Section 601.

The Trustee shall, at the expense of the Town cause notice of the proposed supplemental trust agreement to be mailed, postage prepaid, to all Owners of the Series 2026 Bonds as of the date such notice is mailed and to each Rating Agency then rating the Series 2026 Bonds. Such notice shall be prepared by the Town, shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners of the Series 2026 Bonds. The Trustee shall not, however, be subject to any liability to any Owner of the Series 2026 Bonds by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplemental trust agreement when approved and consented to as provided in this Section.

Whenever, at any time within three (3) years after the date of the mailing of such notice, the Town shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority in aggregate principal amount of Series 2026 Bonds then Outstanding that are affected (as defined in Section 603) by a proposed supplemental trust agreement, which instrument or instruments shall refer to the proposed supplemental trust agreement described in such notice and shall specifically consent to and approve the execution and delivery thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Town and the Trustee may execute and deliver such supplemental trust agreement in substantially such form, without liability or responsibility to any Owner, whether or not such Owner shall have consented thereto.

If the Owners of not less than a majority in aggregate principal amount of the Series 2026 Bonds Outstanding at the time of the execution and delivery of such supplemental trust agreement and that are affected (as defined in Section 603) by a proposed supplemental trust agreement have consented to and approved the execution and delivery thereof as herein provided, to the extent permitted by law, no such Owner shall have any right to object to the execution and delivery of such supplemental trust agreement, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution and delivery thereof, or enjoin or restrain the Town or the Trustee from executing and delivering the same or from taking any action pursuant to the provisions thereof.

Upon the execution and delivery of any supplemental trust agreement pursuant to the provisions of this Section or Section 601, this First Supplemental Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this First Supplemental Trust Agreement of the Town, the Trustee and all Owners of the Series 2026 Bonds shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this First Supplemental Trust Agreement, as so modified and amended.

Section 603. Series 2026 Bonds Affected. For purposes of this First Supplemental Trust Agreement, Series 2026 Bonds shall be deemed to be "affected" by a supplemental trust agreement if the same adversely affects or diminishes the rights of Owners of the Series 2026 Bonds against the Town. The Trustee may in its discretion determine whether any Series 2026 Bonds would be affected by any supplemental trust agreement and any such determination shall be conclusive upon the Owners of all Series 2026 Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith. The Trustee may, but shall not be required to, execute or consent to any such supplement or amendment that adversely affects its rights, protections or indemnifications under the Master Trust Agreement, this First Supplemental Trust Agreement or the Deed of Trust.

Section 604. Exclusion of Series 2026 Bonds. Series 2026 Bonds owned or held by or for the account of the Town shall not be deemed Outstanding Bonds for the purpose of any consent or other action or any calculation of Outstanding Series 2026 Bonds provided for in this Article, and the Town as Owner of such Series 2026 Bonds shall not be entitled to consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Town shall furnish the Trustee an Officer's Certificate upon which the Trustee may rely, describing all Series 2026 Bonds so to be excluded.

Section 605. Responsibilities of Trustee and Town under this Article. The Trustee and the Town shall be entitled to exercise their discretion in determining whether or not any proposed supplemental trust agreement or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the Town, the rights and interests of the Owners, and the rights, obligations and interests of the Trustee. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of counsel approved by it, who may be bond counsel for the Town, as conclusive evidence that any such proposed supplemental trust agreement does or does not comply with the provisions of this First Supplemental Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to execute and deliver such supplemental trust agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Town or the Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested postage prepaid, addressed as follows:

(a) As to the Town --

Town of Apex, North Carolina
73 Hunter Street
Apex, North Carolina 27502
Attention: Finance Director

(b) As to the Trustee --

U.S. Bank Trust Company, National Association
214 North Tryon Street, 27th Floor
Charlotte, North Carolina 28202-1078
Attention: Global Corporate Trust

(c) As to the Local Government Commission --

North Carolina Local Government Commission
Longleaf Building
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

Unless otherwise specifically provided herein to the contrary, the Trustee shall also have the right to accept and act upon notices, certificates, consents, requests, waivers, requisitions, instructions and directions, including funds transfer and investment instructions (each for purposes of this paragraph, a "Notice"), under this First Supplemental Trust Agreement sent by Electronic Means by the Town. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder; provided, however, that the Town shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide Notices by Electronic Means ("Authorized Officers"), which incumbency certificate shall include each Authorized Officer's name, title, sample signature, telephone number, facsimile number and email address from which such Notices will be sent and shall be amended whenever a person is to be added or deleted from the listing. The Town agrees that the Trustee cannot determine the identity of the actual sender of Notices delivered by Electronic Means and that the Trustee shall be deemed to have acted reasonably in believing the genuineness of a Notice received by Electronic Means if such Notice on its face appears to have been signed by, and sent from the

email address of, an Authorized Officer, as shown on the incumbency certificate provided to the Trustee. The Town shall be responsible for ensuring that only its Authorized Officers use Electronic Means to deliver Notices to the Trustee, and the Town and its Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Notices delivered by Electronic Means notwithstanding such Notices conflict or are inconsistent with a subsequent written Notice delivered by other means. If the Trustee accepts and acts upon a Notice delivered by Electronic Means in accordance with this paragraph, the Town agrees (i) to assume all risks arising out of the use of such Electronic Means to submit Notices to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized Notices and the risk that a Notice is intercepted during transmission and misused by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the Trustee has no responsibility for the Town's security procedures in connection with its transmission of Notices and that such procedures, including the procedures set forth herein, provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures to the extent they may impact the use of Electronic Means to deliver Notices pursuant to this paragraph.

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent in the manner provided above to the other parties by the party effecting the change.

All documents received by the Trustee under the provisions of this First Supplemental Trust Agreement, or photographic copies thereof, shall be retained in its possession until this First Supplemental Trust Agreement shall be released under the provisions of Section 1301 of the Master Trust Agreement, subject at all reasonable times to the inspection of the Town, any Owner and their respective agents and representatives.

Section 702. Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the Town or the Trustee shall be unable to mail any notice required to be given by the provisions of this First Supplemental Trust Agreement, such party shall give notice in such other manner as in the judgment of such party shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this First Supplemental Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 703. Parties, Owners and Local Government Commission Alone Have Rights Under this First Supplemental Trust Agreement. Except as herein otherwise expressly provided, nothing in this First Supplemental Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Town, the Trustee, the Owners of the Series 2026 Bonds and the Local Government Commission any right, remedy or

claim, legal or equitable, under or by reason of this First Supplemental Trust Agreement or any provision being intended to be and being for the sole and exclusive benefit of the Town, the Trustee, the Owners of the Series 2026 Bonds and the Local Government Commission.

Section 704. Effect of Partial Invalidity. In case any one or more of the provisions of this First Supplemental Trust Agreement or the Series 2026 Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this First Supplemental Trust Agreement or the Series 2026 Bonds, but this First Supplemental Trust Agreement and the Series 2026 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this First Supplemental Trust Agreement or the Series 2026 Bonds shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Town to the full extent permitted by law.

Section 705. Effect of Covenants; Governing Law; Venue. All covenants, stipulations, obligations and agreements of the Town contained in this First Supplemental Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent permitted by the Constitution and laws of the State. This First Supplemental Trust Agreement is executed and delivered with the intent that the laws of the State shall govern this construction. The exclusive forum and venue for all actions arising out of this First Supplemental Trust Agreement are with the North Carolina General Court of Justice in Wake County, North Carolina or the U.S. District Court for the Eastern District of North Carolina, Raleigh Division. Any attempt to contravene this Section shall be an express violation of this First Supplemental Trust Agreement.

Section 706. Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of the First Supplemental Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 707. Further Authority. The officers of the Town and other agents or employees of the Town are hereby authorized to do all acts and things required of them by this First Supplemental Trust Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2026 Bonds and this First Supplemental Trust Agreement.

Section 708. Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this First Supplemental Trust Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this First Supplemental Trust Agreement.

Section 709. Multiple Counterparts. This First Supplemental Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town and the Trustee have caused this First Supplemental Trust Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By:_____
Mayor

Attest:

_____
Town Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

[Counterpart signature page to the First Supplemental Trust Agreement, dated as of November 1, 2026, between the Town of Apex, North Carolina and U.S. Bank Trust Company, National Association]

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The foregoing First Supplemental Trust Agreement has been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____

Secretary, Local Government Commission of North Carolina

EXHIBIT A

FORM OF SERIES 2026 BONDS

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town of Apex, North Carolina or its agent for registration or transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

R-__ $_____

United States of America
State of North Carolina
County of Wake

TOWN OF APEX, NORTH CAROLINA
LIMITED OBLIGATION BOND
SERIES 2026

Maturity Date	Interest Rate	CUSIP
August 1, 20__	_____%	

The Town of Apex, North Carolina (the "Town"), for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to

CEDE & CO.

or registered assigns or legal representative, on the maturity date set forth above (or earlier as hereinafter referred to), upon the presentation and surrender hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association (the "Trustee"), the principal sum specified above. The Town also promises to pay, but solely from said sources, interest on this bond (calculated on the basis of a 360-day year consisting of twelve 30-day months) from the interest payment date next preceding the date on which it is authenticated, unless it is authenticated on an interest payment date, in which event it shall bear interest from such interest payment date, or it is authenticated prior to February 1, 2027, in which event it shall bear interest from its date, payable on February 1 and August 1 of each year, commencing February 1, 2027, at the rate per annum set forth above until the principal sum hereof is paid. The interest so payable and punctually paid or duly provided for on any interest payment date will be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to

the registered owners of the Series 2026 Bonds (hereinafter defined) not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Series 2026 Bonds may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Master Trust Agreement (hereinafter defined). All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This bond is one of a duly authorized series of limited obligation bonds of the Town designated "Town of Apex, North Carolina Limited Obligation Bonds, Series 2026" (the "Series 2026 Bonds"), issued under and pursuant to the Constitution and laws of the State of North Carolina, a resolution of the Town Council of the Town adopted on September 22, 2026, authorizing the sale and issuance of the Series 2026 Bonds, a Master Trust Agreement, dated as of November 1, 2026 (the "Master Trust Agreement"), between the Town and the Trustee, and a First Supplemental Trust Agreement, dated as of November 1, 2026 (the "First Supplemental Trust Agreement"), between the Town and the Trustee. The Series 2026 Bonds are being issued for the purpose of providing funds, together with other available funds, to (a) pay or reimburse the costs of the 2026 Project (as defined in the First Supplemental Trust Agreement) and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2026 Bonds. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Master Trust Agreement and the First Supplemental Trust Agreement.

The Series 2026 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the First Supplemental Trust Agreement. One bond certificate with respect to each date on which the Series 2026 Bonds are stated to mature, in the aggregate principal amount of the Series 2026 Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), is being issued and required to be deposited with DTC or its designee and immobilized in its custody. The book-entry system will evidence ownership of the Series 2026 Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to beneficial owners of the Series 2026 Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Town will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. While Cede & Co. is the registered owner of this bond, notwithstanding the provisions hereinabove contained, payments of principal of and interest on this bond shall be made in accordance with the existing arrangements between the Trustee and DTC.

The Series 2026 Bonds are limited obligations of the Town payable during any Fiscal Year solely from funds appropriated for that purpose by the Town Council of the Town in its discretion and from certain other moneys made available therefor under the Master Trust Agreement and amounts received under the hereinafter mentioned Deed of Trust. Neither the faith and credit nor the taxing power of the Town is pledged to the payment of the principal of, premium, if any, and the interest on the Series 2026 Bonds.

The Master Trust Agreement provides for the issuance from time to time under the conditions, limitations and restrictions set forth therein of additional Bonds which shall be equally and ratably secured with the Series 2026 Bonds and any other additional Bonds hereafter issued pursuant to the Master Trust Agreement (the Series 2026 Bonds and any additional Bonds herein referred to collectively as the "Bonds").

As security for the payment of the Bonds and the performance by the Town of its other obligation under the Master Trust Agreement, the Town has executed and delivered a Deed of Trust, dated as of November 1, 2026 (the "Deed of Trust"), granting to the Trustee for the benefit of the Owners a lien on the Mortgaged Property, subject only to Permitted Encumbrances.

Reference is made to the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust for a more complete statement of the provisions thereof and of the rights of the Town, the Trustee and the registered owners of the Series 2026 Bonds. Copies of the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust are available for inspection by any registered owner of the Series 2026 Bonds at all reasonable times at the designated corporate trust office of the Trustee. By the purchase and acceptance of this bond, the registered owner hereof signifies assent to all of the provisions of the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust.

This bond, together with corresponding obligations under the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust relating thereto, constitutes an installment contract or contract within the meaning of the Section 160A-20, as amended, of the General Statutes of North Carolina entered into by the Town for the purpose of financing the acquisition of real or personal property or the construction or repair of improvements thereon.

At the designated corporate trust office of the Trustee, in the manner and subject to the conditions provided in the Master Trust Agreement, the Series 2026 Bonds may be exchanged for an equal aggregate principal amount of Series 2026 Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Trustee shall keep at its designated corporate trust office books for the registration of transfer of the Series 2026 Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Master Trust Agreement upon the surrender hereof to the Trustee together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Trustee shall deliver in exchange for this bond a new Series 2026 Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Series 2026 Bonds maturing on or prior to August 1, 20__ are not subject to optional redemption prior to their respective maturities. The Series 2026 Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective maturities, at the option of the Town, from any moneys that may be available for such purpose, in whole or in part on any date on or after August 1, 20__, at a Redemption Price equal to 100% of the principal amount of the Series

2026 Bonds to be redeemed, plus accrued interest, if any, to the redemption date, all in the manner provided in the First Supplemental Trust Agreement.

At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any Series 2026 Bonds to be redeemed, whether such redemption is in whole or in part, the Trustee shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to all registered owners of Series 2026 Bonds to be redeemed in whole or in part, provided that failure to mail any such notice to any registered owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2026 Bonds of any other registered owner to whom such notice is properly given.

On the date designated for redemption, notice having been given as aforesaid, the Series 2026 Bonds or portions thereof so called for redemption shall become due and payable at the Redemption Price provided for the redemption of such Series 2026 Bonds or such portions thereof on such date plus accrued interest to such date.

The Series 2026 Bonds shall be redeemed only in whole multiples of $5,000. If less than all the Series 2026 Bonds are called for redemption, the Series 2026 Bonds of each maturity to be so redeemed shall be called for redemption in the manner set forth in an Officer's Certificate filed with the Trustee.

If less than all of the Series 2026 Bonds of any one maturity are to be called for redemption, the Trustee shall select such Series 2026 Bonds to be redeemed by lot, each $5,000 portion of principal being counted as one Series 2026 Bond for this purpose; provided, however, that so long as the only Owner of the Series 2026 Bonds is Cede & Co., such selection shall be made by DTC in accordance with its operating rules and procedures.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the Redemption Price of and interest on the Series 2026 Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Series 2026 Bond shall not be required to be redeemed. In the event that moneys or Defeasance Obligations sufficient to pay the Redemption Price of and interest on such Series 2026 Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The registered owner of this bond shall have no right to enforce the provisions of the Master Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Master Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Master Trust Agreement.

Supplements or amendments to the Master Trust Agreement, the First Supplemental Trust Agreement and the Deed of Trust may be made only to the extent and in the circumstances permitted by the Master Trust Agreement and the First Supplemental Trust Agreement.

This bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Master Trust Agreement and the First Supplemental Trust Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this bond and the execution and delivery of the Master Trust Agreement and the First Supplemental Trust Agreement have happened, exist and have been performed as so required.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Master Trust Agreement or the First Supplemental Trust Agreement until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Apex, North Carolina, by resolution duly adopted by its Town Council, has caused this bond to be manually signed by the Mayor and attested to by the Town Clerk and the official seal of the Town to be impressed hereon, all as of the ___ day of November, 2026.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By:_____
Mayor

Attest:

_____
Town Clerk

CERTIFICATE OF AUTHENTICATION

This bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Trust Agreement and Supplemental Agreement.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

Date of authentication: _____

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The Town of Apex, North Carolina Limited Obligation Bonds, Series 2026 hereinabove mentioned have been approved under the provisions of Section 160A-20 and Article 8 of Chapter 159 of the General Statutes of North Carolina, as amended.

_____
Secretary, Local Government Commission of North Carolina

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

_____

_____

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

_____

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

_____

the within bond and all right thereunder, and hereby irrevocably constitutes and appoints _____ _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

In the presence of:

_____	_____
NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.	The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Draft No. 2
September 8, 2026

Prepared by and return to:

Sarah A. Core, Esq.
Womble Bond Dickinson (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, North Carolina 27601

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DEED OF TRUST

This DEED OF TRUST, dated as of November 1, 2026 (the "Deed of Trust"), from the TOWN OF APEX, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the "Town"), to THE FIDELITY COMPANY, as trustee (the "Deed of Trust Trustee"), for the benefit of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee") under the Trust Agreement (hereinafter defined), and its successors and assigns (the "Beneficiary");

WITNESSETH:

WHEREAS, the Town and the Trustee have entered into a Master Trust Agreement, dated as of November 1, 2026 (the "Master Trust Agreement" and, together with any amendments or supplements thereto, the "Trust Agreement"), pursuant to which the Town is authorized to issue limited obligation bonds (the "Bonds") from time to time to provide funds for the purpose of acquiring, constructing and equipping the 2026 Project and any Additional Projects (both as defined in the Master Trust Agreement) and refunding Bonds issued under the Trust Agreement and other indebtedness of the Town, and the Town has agreed to pay principal of, premium, if any, and interest on the Bonds as described in the Trust Agreement and to pay certain additional payments as more fully provided for therein;

WHEREAS, the Town and the Trustee contemplate that each series of Bonds to be issued by the Town will be issued pursuant to a supplement to the Master Trust Agreement;

WHEREAS, pursuant to the Master Trust Agreement and a First Supplemental Trust Agreement, dated as of November 1, 2026 (the "First Supplemental Trust Agreement"), between the Town and the Trustee, the Town is issuing its $_____ Town of Apex, North Carolina Limited Obligation Bonds, Series 2026 (the "Series 2026 Bonds") for the purpose of financing the costs of the 2026 Project and paying certain financing costs related thereto;

WHEREAS, the Town is obligated to pay debt service on the Series 2026 Bonds with the final Series 2026 Bond maturing and being due and payable on August 1, 20__;

WHEREAS, the Master Trust Agreement provides that the Town may, under the conditions set forth therein, issue additional Bonds (as described in Section 208 of the Master Trust Agreement) for the purposes specified in the Master Trust Agreement; and

WHEREAS, the Town desires to secure (a) the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds and any additional Bonds issued under the Trust Agreement; (b) the payment by the Town of all additional amounts required to be paid by the Town under the Trust Agreement and the performance by the Town of all of its other obligations under the Trust Agreement; (c) the payment of any and all other indebtedness or obligations which this Deed of Trust by its terms secures; and (d) the performance by the Town of the covenants and agreements contained in this Deed of Trust;

NOW, THEREFORE, the Town, subject to Permitted Encumbrances (as defined in the Master Trust Agreement), as security for (a) the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds and any additional Bonds issued under the Trust Agreement; (b) the payment by the Town of all additional amounts required to be paid by the Town under the Trust Agreement and the performance by the Town of all of its other obligations under the Trust Agreement; (c) the payment of any and all other indebtedness or obligations which this Deed of Trust by its terms secures; and (d) the performance by the Town of the covenants and agreements contained in this Deed of Trust; and in further consideration of the sum of $1.00 paid to the Town by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in the County of Wake in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Schedule I attached hereto and made a part hereof (collectively, the "Site"); TOGETHER with any real property or fixtures that may be hereafter added to the lien created by this Deed of Trust by a supplement, amendment or modification hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Site hereby conveyed or any additional premises added thereto immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing, telephone and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and

sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the Town in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of any of the foregoing real property, fixtures and other property including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures, other property and proceeds granted to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes herein set forth;

AND THE TOWN COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the Town is seized of the Site in fee simple, that the Town has the right to convey the Site in fee simple, that the Site is free and clear from all encumbrances and restrictions other than the encumbrances specifically mentioned in Schedule II attached hereto and made a part hereof, and that the Town does hereby forever warrant and will forever defend the title to the Site (except for those matters set forth in Schedule II) against the claims of all persons whatsoever; provided, however, that

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Town shall make all of the payments of principal of, premium, if any, and interest on the Bonds and all other amounts secured hereby in accordance with the terms thereof, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Trust Agreement, and any amendments and supplements hereto and thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Town.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a "construction mortgage" under Section 25-9-334 of the General Statutes of North Carolina.

THE TOWN FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured. This Deed of Trust secures all present and future obligations owing by the Town under the Bonds and the Trust Agreement. The amount of the present obligations secured hereby is $_____, and the maximum principal amount of the obligations which may be secured hereby at any one time is $150,000,000. The time period within which such

future obligations may be incurred is the period between the date hereof and the date thirty (30) years from the date hereof.

Section 2. Additions to the Mortgaged Property. The Town may from time to time execute and deliver one or more supplements or amendments to this Deed of Trust under which the Town may subject to the lien and security interest created by this Deed of Trust such additional real or personal property, or interest therein as shall be agreed to between the Town and Beneficiary in connection with the issuance of additional Bonds under the Trust Agreement. Upon the effective date of such supplement or amendment, the property so conveyed by the supplement or amendment hereto shall immediately become subject to this Deed of Trust and become part of the Mortgaged Property, except as otherwise may be provided therein.

Section 3. Maintenance and Modification of Mortgaged Property by Town. The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The Town agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use, and (d) make from time to time all necessary repairs thereto.

The Town may, also at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the Town within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The Town will do, or cause to be done, all such things as may be required by law in order to fully protect the security and all rights of the Beneficiary under this Deed of Trust. Except as provided in Section 4 hereof, the Town shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 4. Grant and Release of Easements, Air Rights and Other Interests; Release of Mortgaged Property. (a) If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the Town may at any time or times grant easements, licenses, rights of way, air rights and other rights or privileges of a similar nature with respect to any part of the Mortgaged Property, and the Town may release existing easements, licenses, rights of way, air rights and other rights or privileges, with or without consideration, and the Beneficiary agrees it shall execute and deliver and shall cause, request or direct the Deed of Trust Trustee to execute and deliver, any instrument necessary or appropriate to grant or release any such easement, license, right of way, air rights or other right or privilege and, if required, to subordinate the lien created by this Deed of Trust to any such easement, license, right of way, air rights or other right or privilege; provided, however, that in the event that the Town desires the lien created by this Deed of Trust to be subordinated to such easement, license, right of way, air rights or other right or privilege, the Town shall provide to the Beneficiary (i) a copy of the instrument of grant or release to be executed, (ii) a copy of the subordination agreement providing for subordination of this Deed of Trust and the lien created hereby to any such easement, license, right of way, air rights or other right or privilege, (iii) a written request signed by an Authorized Officer (as defined in the Master Trust Agreement) of the Town requesting the execution and delivery of any such instruments and (iv) a certificate

executed by an Authorized Officer of the Town that such grant or release (A) will not impair the effective use of, or interfere with, the operations of the Mortgaged Property by the Town and (B) will not impair the effective use of or interfere with the operations of the Town at the Mortgaged Property or materially impair the value of the security under this Deed of Trust in contravention of the provisions hereof.

(b) At any time and from time to time, so long as no Event of Default has occurred and is continuing, the Deed of Trust Trustee and the Beneficiary shall be required to release a portion of the Mortgaged Property from the lien and security interest created by this Deed of Trust when and if the requirements set forth in Section 711 of the Master Trust Agreement have been met.

Section 5. Remedies of the Deed of Trust Trustee Upon Default. (a) If any of the following events shall occur:

(i) default in the payment of principal of, premium, if any, or interest on the Bonds and the expiration of any applicable grace or notice periods provided in the Bonds or the Trust Agreement;

(ii) default in any payment required by the Trust Agreement (other than any payment required by clause (i) above) or default by the Town in the performance of any other obligation of the Town under the Trust Agreement and the expiration of any applicable grace or notice periods provided thereby;

(iii) failure by the Town to observe and perform any warranty, covenant, condition or agreement on the part of the Town under this Deed of Trust other than Section 8 hereof for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Town by the Beneficiary unless the Beneficiary shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be reasonably corrected within the applicable period, and if corrective action is instituted by the Town within the applicable period and diligently pursued and provides the Beneficiary with a certification to that effect, the Town shall have an additional period following such written notice to correct the failure; or

(iv) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against any of said Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an "Event of Default"), all payments under the Trust Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in its sole discretion, deems necessary or desirable in order to cure any default by the Town. The Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property

and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the Town, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, its agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at its option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the Town, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The Town agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of the bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the Town.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the Town, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the Town arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Trust Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The Town also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the Town are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 14 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the Town to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the Town at its address set forth herein, shall constitute reasonable notice to the Town. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the Town agrees, to the extent permitted

by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The Town hereby waives, to the full extent it lawfully may, the benefit of all appraisement, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(d) Except as set forth in subsection (e) of this Section, the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

(e) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE TOWN IN ANY ACTION FOR BREACH BY THE TOWN OF ITS OBLIGATIONS WITH RESPECT TO THE BONDS OR OTHERWISE UNDER THE TRUST AGREEMENT OR THIS DEED OF TRUST; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDIES GRANTED HEREBY. THE TAXING POWER OF THE TOWN IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE TRUST AGREEMENT, INCLUDING THE PAYMENT OF THE BONDS OR ANY ADDITIONAL PAYMENTS BY THE TOWN UNDER THE TRUST AGREEMENT, THIS DEED OF TRUST OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.

Section 6. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 5 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise, and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the Town is entitled to under the Trust Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of

any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 7 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness or other obligation secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise) in the manner and subject to the priority provided in the Trust Agreement; and

Fourth: The balance, if any, to the persons then entitled thereto under the Trust Agreement.

Section 7. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be one-half of one percent (0.5%) of the successful bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the Town prior to delivery of the deed by the Deed of Trust Trustee, the Town shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including as compensation for services an amount equal to one-half of one percent (0.5%) of the outstanding indebtedness in accordance with the following schedule: one-fourth (1/4) thereof before the Deed of Trust Trustee issues a notice of hearing on the right to foreclose; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing; and the full commission if such termination is at any time after the initial sale; together with attorneys' fees actually incurred to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute a lien on the Mortgaged Property immediately upon request of sale.

Section 8. General Covenant. The Town shall pay the principal of and interest on the Bonds and all other amounts due under the Trust Agreement and shall observe and perform all covenants, conditions and agreements contained in the Trust Agreement, and any amendments and supplements thereto, to the same extent and with the same force and effect as if each and all of said representations, warranties, terms, provisions, restrictions, covenants and agreements were set out and repeated herein at length. Any provisions governing the rights, immunities and protections of the Trustee under the Trust Agreement are incorporated herein by reference into this Deed of Trust as being applicable to the Trustee, as Beneficiary hereunder.

Section 9. Payment of Costs, Attorneys' Fees and Expenses. As between the Beneficiary, the Deed of Trust Trustee and the Town, the Town shall pay, to the extent permitted by law, any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to

the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 5 of this Deed of Trust.

Section 10. Insurance and Taxes. Pursuant to the Master Trust Agreement, the Town has covenanted to obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Master Trust Agreement. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 5 of this Deed of Trust.

Section 11. No Assignment or Encumbrance of Mortgaged Property. Except in accordance with Section 4 hereof and the Trust Agreement, the Town shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property, or any interest therein or any part thereof, without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property, or any interest therein or any part thereof, without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 12. Advances by Beneficiary. The Beneficiary is authorized, but is not required, for the account of the Town, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of six percent (6%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 5 hereof.

Section 13. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to its satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be payable at any time on demand therefor, be secured by this Deed of Trust prior to the indebtedness represented by the Trust Agreement,

and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of six percent (6%) per annum. If the Town shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 5 hereof.

Section 14. Security Interest in Fixtures. COLLATERAL IS OR INCLUDES FIXTURES. With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 15. Additional Documents. The Town agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the Town to the Beneficiary remains unpaid, the Town hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the Town to sign the name of the Town on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 16. Substitution of Deed of Trust Trustee. The Deed of Trust Trustee may resign at any time without liability by providing written notice to the Town and the Beneficiary. The Town and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce its trust, or for any reason the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

Section 17. Environmental Issues. Based upon investigation and inquiry, the Town for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the Town, (a) neither the Town nor any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Site or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Site; (b) neither the Town nor any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Site; (c) the Site is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Site, or relating to the Site which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the Town relating to the Site (or against any other party relating to the Site) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials except in accordance with all applicable Environmental Laws; (e) the Town shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the Town shall at all times comply with and ensure compliance by all other parties with all applicable

Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Town has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Site (the "Permits"), and the Town is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the Town shall immediately give the Beneficiary oral and written notice in the event that the Town receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete, or cause the responsible party to conduct and complete, all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. In connection with the execution and delivery of any supplement to this Deed of Trust pursuant to Section 2, the Town shall set forth representations with respect to the property covered thereby to the effect set forth in items (a), (b), (c) and (g), unless the Beneficiary shall consent to the absence of such representations.

To the extent permitted by law, the Town hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the Town, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the Town, (c) the failure by the Town to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the Town in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the Town shall, to the extent feasible, deliver the Mortgaged Property free of any and all Hazardous Materials so that the condition of the Mortgaged Property shall conform with all applicable Environmental Laws, or otherwise, shall agree to undertake remediation action in accordance with all applicable regulatory standards, designed to render the property free of hazardous Materials and in conformity with all applicable Environmental Laws. Prior to any such delivery of the Mortgaged Property, the Town shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and

liabilities of the Town under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 18. Miscellaneous.

(a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (a) if to the Town, at Town of Apex, 73 Hunter Street, Apex, North Carolina 27502, Attention: Finance Director; (b) if to the Beneficiary, at U.S. Bank Trust Company, National Association, 214 North Tryon Street, 27th Floor, Charlotte, North Carolina 28202-1078, Attention: Global Corporate Trust], and (c) if to the Deed of Trust Trustee, at The Fidelity Company, 555 Fayetteville Street, Suite 1100, Raleigh, North Carolina 27601, Attention: John C. Cooke. The Town, the Beneficiary and the Deed of Trust Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(c) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided herein or in the Master Trust Agreement. Notwithstanding the foregoing, this Deed of Trust may be supplemented in writing to add additional property hereafter acquired by the Town to this Deed of Trust by an instrument signed by the Town only, without the joinder of any other party.

(d) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(e) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the Town has caused this Deed of Trust to be executed in its name by its duly authorized representatives all as of the date first above written.

TOWN OF APEX, NORTH CAROLINA

[SEAL]

By:_____
Mayor

Attest:

_____
Town Clerk

ACKNOWLEDGEMENT FOR TOWN

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This ____ day of _____, 2026, personally came before me, a Notary Public in and for the said County and State, Allen Coleman, who, being by me duly sworn, says that he is the Town Clerk of the Town of Apex, North Carolina, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina and acting through its Town Council, and by authority duly given and as the act of said Town, the foregoing instrument was signed in its name by Jacques K. Gilbert, as Mayor of said Town, sealed with its seal, and attested by himself as the Town Clerk of said Town.

WITNESS my hand and notarial seal this ____ day of _____, 2026.

_____
Notary Public

Printed Name:_____

My commission expires:

_____(SEAL)

SCHEDULE I

LEGAL DESCRIPTION OF THE SITE

[To be inserted.]

SCHEDULE II

LIST OF ENCUMBRANCES

All exceptions to title listed in _____, _____ of the following title insurance commitment issued by _____ - Commitment No. _____.

The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on September 22, 2026.

Present: Mayor Jacques K. Gilbert, presiding, and Council Members

Absent: Council Members

Also Present:

* * * * * *

The Mayor announced that this was the hour and day of the public hearing on the proposed issuance of limited obligation bonds (the "Bonds") by the Town of Apex, North Carolina (the "Town") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, in an aggregate principal amount not to exceed $16,000,000 for the purpose of providing funds, together with other available funds, to (a) pay the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "Project") and (b) pay certain financing costs relating thereto. The Town's obligations with respect to the Bonds would be secured by a deed of trust granting a lien of record on all or a portion of the Project, together with all improvements or fixtures located or to be located thereon.

Section 160A-20(g) of the General Statutes of North Carolina requires that the Town hold a public hearing prior to issuing the Bonds.

The Mayor acknowledged due publication of the notice of public hearing in a newspaper with a general circulation in said Town and directed the Town Clerk of the Town to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A.

The Mayor then announced that the Town Council would immediately hear anyone who might wish to be heard on the proposed Bonds as described above.

A list of all persons making comments and a summary of such comments are attached as Exhibit B.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the Town Council.

Thereupon, Council Member _____ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

RESOLUTION APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF LIMITED OBLIGATION BONDS AND THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA

BE IT RESOLVED by the Town Council (the "Town Council") of the Town of Apex, North Carolina (the "Town"):

Section 1. The Town Council does hereby find and determine as follows:

(a) There exists in the Town a need to finance the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "Project").

(b) After a public hearing and due consideration, the Town Council has determined that the most efficient manner of financing the Project will be through the execution and delivery of a Master Trust Agreement, to be dated as of November 1, 2026 (the "Master Trust Agreement"), between the Town and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and a First Supplemental Trust Agreement, to be dated as of November 1, 2026 (the "First Supplemental Trust Agreement," and, together with the Master Trust Agreement, the "Trust Agreement"), between the Town and the Trustee, pursuant to which the Town will issue limited obligation bonds thereunder in an aggregate principal amount not to exceed $16,000,000 (the "Bonds") to provide funds, together with other available funds, to (i) pay the costs of the Project and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure the payment of principal of and interest on the Bonds and the performance of the Town's obligations under the Trust Agreement, the Town will execute and deliver a Deed of Trust, to be dated as of November 1, 2026 (the "Deed of Trust"), to the deed of trust trustee named therein for the benefit of the Trustee, granting a lien of record on all or a portion of the Project, together with all improvements or fixtures located or to be located thereon, subject to certain permitted encumbrances.

(d) The Bonds will initially be sold to Hilltop Securities Inc. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement, to be dated the date of delivery thereof (the "Bond Purchase Agreement"), between the Town and the Underwriter.

(e) In connection with the offering and sale of the Bonds by the Underwriter, there will be prepared and distributed to potential purchasers a Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Bonds and the Official Statement (hereinafter defined).

(f) There have been presented to the Town Council drafts of the following documents relating to the transaction hereinabove described:

(1) the Master Trust Agreement;

(2) the First Supplemental Trust Agreement, together with the form of the Bonds attached as Exhibit A thereto;

(3) the Deed of Trust;

(4) the Bond Purchase Agreement; and

(5) the Preliminary Official Statement.

Section 2. In order to provide for the financing of the Project, the Town is hereby authorized to enter into the Master Trust Agreement and the First Supplemental Trust Agreement and issue the Bonds thereunder in an aggregate principal amount not to exceed $16,000,000. The actual principal amount of the Bonds shall be determined by the Town at the time of execution of the Bond Purchase Agreement, such execution and delivery of the Bond Purchase Agreement to constitute approval by the Town of the principal amount of the Bonds as set forth in the Bond Purchase Agreement. The principal amount of the Bonds shall be the amount that, in the best judgment of the person executing the Bond Purchase Agreement, is necessary to provide sufficient funds, together with other available funds, to pay (a) the costs of the Project and (b) the fees and expenses incurred in connection with the sale and issuance of the Bonds. The interest rates on the Bonds shall be determined by the Town at the time of the execution by the Town of the Bond Purchase Agreement; provided, however, that such interest rates shall not result in a true interest cost in excess of 5.50% per annum, such execution and delivery of the Bond Purchase Agreement to constitute approval by the Town of the interest rates on the Bonds.

Section 3. The Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement. The Bonds may be sold to the Underwriter at a discount below the amount of the principal amount of the Bonds, such discount not to be less than 98% of the principal amount of the Bonds; provided, however, that if all or any of the Bonds are to be sold to the public by the Underwriter at an original issue discount (resulting in lower interest costs of the interest on the Bonds), then the Bonds may be sold at a further discount in the amount necessary to cover such original issue discount. The final maturity of the Bonds shall not be later than August 1, 2046.

Section 4. The Town Council hereby approves the forms of the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and the Bond Purchase Agreement in substantially the forms presented at this meeting. The Mayor, the Town Manager and the Finance Director of the Town are each hereby authorized to execute and deliver on behalf of the Town the Master Trust Agreement, the First Supplemental Trust Agreement, the Deed of Trust and the Bond Purchase Agreement in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Town Council of any such changes. The Town Clerk or any assistant or deputy Town Clerk of the Town is hereby authorized to affix the official seal of the Town to each of said documents and to attest the same to the extent so required.

Section 5. The Town Council hereby approves the Preliminary Official Statement in substantially the form presented at this meeting and hereby approves the distribution thereof by the Underwriter in connection with the offering and sale of the Bonds. Upon the sale of the Bonds to the Underwriter, a final Official Statement, to be dated as of the date of the Bond Purchase Agreement (the "Official Statement"), will be prepared substantially in the form of the Preliminary Official Statement and will contain such information relating to the pricing terms of the Bonds and such additional information as may be necessary. The Town Council hereby approves the distribution thereof by the Underwriter in connection with the offering and sale of the Bonds.

Section 6. No deficiency judgment may be rendered against the Town in any action for breach of any contractual obligation under the Trust Agreement, and the taxing power of the Town is not and may not be pledged directly or indirectly to secure any moneys due under the Trust Agreement.

Section 7. The Mayor, the Town Manager, the Finance Director and the Town Attorney are hereby authorized to cooperate with the Underwriter in preparing and filing such filings under state securities or "blue sky" laws as the Underwriter may request; provided, however, that the Town shall not be required to consent to the jurisdiction of any state in which it is not now subject unless the Town Attorney shall determine that such consent is in the best interest of the Town.

Section 8. The Mayor, the Town Manager, the Finance Director, the Town Attorney and the Town Clerk of the Town, and any other officers, agents and employees of the Town, are hereby authorized and directed to take such actions and to deliver such certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described in this resolution. The officers of the Town and the agents and employees of the Town are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms, covenants and provisions of the Bonds, the Trust Agreement, the Deed of Trust, the Bond Purchase Agreement and the other documents contemplated by this resolution.

Section 9. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION APPROVING AND AUTHORIZING THE SALE AND ISSUANCE OF LIMITED OBLIGATION BONDS AND THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA" was adopted by the following vote:

Ayes:_____

_____

Noes:_____

* * * * * *

I, Allen Coleman, CMC, NCCCC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town Council of said Town at a regular meeting held on September 22, 2026, as it relates in any way to a proposed limited obligation bond financing by the Town and that said proceedings are to be recorded in the minutes of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this 22nd day of September, 2026.

_____
Town Clerk

[SEAL]

RES-2026-071

The Town Council of the Town of Apex, North Carolina met in a regular meeting in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, the regular place of meeting, at 6:00 p.m. on August 25, 2026.

Present: Mayor Jacques K. Gilbert, presiding, and Council Members Mahaffey, Zegerman, Reese, Mu, Gray

Absent: Council Members none

Also Present: members of staff & the public

* * * * * *

Zegerman introduced the following resolution, the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE PROPOSED ISSUANCE OF LIMITED OBLIGATION BONDS FOR THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE TOWN OF APEX, NORTH CAROLINA; CALLING A PUBLIC HEARING; AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

BE IT RESOLVED by the Town Council (the "Town Council") of the Town of Apex, North Carolina (the "Town") as follows:

Section 1. The Town Council does hereby find and determine as follows:

(a) The Town is considering financing the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "Project"). The Project is essential to the Town's proper, efficient and economic operation and to the general health and welfare of its inhabitants.

(b) The Town proposes to enter into a Master Trust Agreement (the "Master Trust Agreement") and a First Supplemental Trust Agreement (the "First Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), each between the Town and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the Town will issue limited obligation bonds thereunder in an aggregate principal amount not to exceed $16,000,000 (the "Bonds") to provide funds, together

with any other available funds, to pay (i) the costs of the Project and (ii) the fees and expenses incurred in connection with the sale and issuance of the Bonds.

(c) In order to secure its obligations with respect to the Bonds and the Trust Agreement, the Town will execute and deliver a Deed of Trust (the "Deed of Trust") for the benefit of the Trustee granting a lien on all or a portion of the Project, together with all improvements and fixtures located or to be located thereon, subject to certain permitted encumbrances.

(d) It is in the best interest of the Town to enter into the Trust Agreement and to issue the Bonds pursuant thereto in that such plan of finance will result in the financing of the Project in an efficient and cost effective manner for the Town.

(e) Issuing the Bonds pursuant to the Trust Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the Town does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the Town has not retired a sufficient amount of general obligation debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Project; (ii) the nature of the financing does not allow for the issuance of revenue bonds to finance the Project; (iii) the costs of financing the Project exceed the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to finance the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of the Project by several months; and (v) there can be no assurances that the issuance of general obligation bonds to finance the Project would be approved by the voters and the current interest rate environment dictates the financing of the Project be accomplished in a timely and expedient manner.

(f) Based upon information provided to the Town Council, the costs of the financing described above are reasonably comparable to the costs associated with other alternative means of financing and are acceptable to the Town Council.

(g) Counsel to the Town will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(h) The debt management policies of the Town have been carried out in strict compliance with law, and the Town is not in default under any obligation for repayment of borrowed money.

(i) No ad valorem tax rate increase is currently expected to be necessary to pay principal of and interest on the Bonds.

Section 2. The Town Council hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Bonds and the Trust Agreement and

requests the Local Government Commission to approve the Bonds and the Trust Agreement and the proposed financing in connection therewith.

Section 3. The Town Council hereby fixes 6:00 p.m. on September 22, 2026 in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina, as the hour, day and place for the public hearing on the proposed plan of finance.

Section 4. The Town Council hereby directs the Town Clerk to publish notice of such public hearing once in The News and Observer not later than the 10th day before said date.

Section 5. The following financing team members are hereby approved by the Town in connection with the proposed financing:

Bond Counsel:	Womble Bond Dickinson (US) LLP
Underwriter:	Hilltop Securities, Inc.
Underwriter's Counsel:	Pope Flynn, LLC
Trustee:	U.S. Bank Trust Company, National Association
Municipal Advisor:	DEC Associates Inc.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member Zegerman, seconded by Council Member Gray, the foregoing resolution was adopted by the following vote:

Ayes: Zegerman, Gray, Mu, Reese, Mahaffey

Noes: none

* * * * * *

Zegerman introduced the following resolution the title of which was read and copies of which had been previously distributed to each Council Member:

RESOLUTION DESIGNATING THE FINANCE DIRECTOR OF THE TOWN OF APEX, NORTH CAROLINA TO DECLARE OFFICIAL INTENT TO REIMBURSE EXPENDITURES UNDER UNITED STATES

DEPARTMENT OF TREASURY REGULATIONS ON BEHALF OF SAID TOWN

BE IT RESOLVED, by the Town Council (the "Town Council") of the Town of Apex, North Carolina (the "Town") as follows:

Section 1. It is hereby found, determined and declared by the Town Council of the Town as follows:

(a) Section 1.150-2 of the United States Department of Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by the Town including, without limitation, a requirement that the Town declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the Town prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.

(b) The Regulations expressly permit the statement of official intent to be declared by any person designated by the Town to declare official intent on behalf of the Town.

(c) The Town Council of the Town believes that it is in the best interest of the Town to designate the Finance Director of the Town to declare official intent on behalf of the Town for such purposes.

Section 2. As permitted by the Regulations, the Finance Director of the Town, now or hereafter serving in such capacity, is designated by the Town Council of the Town to declare the official intent on behalf of the Town to reimburse any and all expenditures with the proceeds of debt to be incurred by the Town.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member Zegerman, seconded by Council Member Gray, the foregoing resolution entitled "RESOLUTION DESIGNATING THE FINANCE DIRECTOR OF THE TOWN OF APEX, NORTH CAROLINA TO DECLARE OFFICIAL INTENT TO REIMBURSE EXPENDITURES UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS ON BEHALF OF SAID TOWN" was adopted by the following vote:

Ayes: Zegerman, Gray, Mahaffey, Mu, & Reese

Noes: none

* * * * * *

I, Allen Coleman, CMC, NCCCC, Town Clerk of the Town of Apex, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Town

Council of said Town at a regular meeting held on August 25, 2026, as relates in any way to the adoption of the foregoing resolutions regarding the proposed issuance of limited obligation bonds by said Town, the calling of a public hearing thereon and to declare the official intent of said Town to reimburse expenditures under United States Department of Treasury regulations on behalf of said Town and that said proceedings are recorded in the minutes of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this 25th day of August, 2026.

[SEAL]

Town Clerk

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42887	IPL0371913	Legal Ad - IPL0371913		2.0	134.0L

ATTENTION: TOWN OF APEX IP
PO BOX 250
APEX, NC 27502-2312
Apex.Invoices@apexnc.org

PUBLIC NOTICE – PUBLIC HEARING
TOWN OF APEX, NORTH CAROLINA

APEX, N.C. (September 3, 2026) – The Town Council of Apex, North Carolina has scheduled a Public Hearing to be held at **6:00 p.m.** at Apex Town Hall, 73 Hunter Street, on the **22nd day of September, 2026**, on the following action:

POTENTIAL ISSUANCE OF LIMITED OBLIGATION BONDS PURSUANT TO SECTION 160A-20 OF NORTH CAROLINA GENERAL STATUTES

The Town Council of the Town of Apex, North Carolina (the "Town") has determined to consider whether to issue limited obligation bonds (the "Bonds") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, for the purpose of providing funds, together with any other available funds, to (a) pay the costs of (i) acquiring, constructing, renovating and equipping improvements to Town Hall and the Tunstall House, (ii) various streets and sidewalk improvements, including, but not limited to, Salem Street streetscaping, and (iii) acquiring property for a future Public Safety Station (collectively, the "Project") and (b) pay certain financing costs relating thereto. The Town would be obligated to pay debt service on the proposed Bonds in a principal amount not to exceed $16,000,000, together with interest thereon.

The Town proposes to enter into a new Trust Agreement (the "Trust Agreement") and to issue its Bonds thereunder to carry out the installment contract financing. The Town will reserve in the Trust Agreement the right to issue additional limited obligation bonds from time to time for the purpose of providing additional funds to finance the cost of acquiring, constructing and equipping additional improvements for the Town, refund other limited obligation bonds and refinance other installment financing obligations of the Town. If the Town enters into the Trust Agreement, it will secure its obligations thereunder and under the Bonds by executing and delivering a deed of trust granting a lien of record on all or a portion of the Project, together with all improvements or fixtures located or to be located thereon, subject to certain permitted encumbrances.

Section 160A-20 of the General Statutes of North Carolina requires that the Town hold a public hearing prior to issuing the Bonds.

Anyone who wishes to be heard may appear at this public hearing at 6:00 p.m. on September 22, 2026, in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina.

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Potential Bond Issuance - $16M" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, September 22, 2026.

Members of the public can access and view the meeting on the Town's YouTube Channel https://www.youtube.com/c/TownofApexGov or attend in-person.

Anyone needing special accommodations to attend this meeting and/or if this information is needed in an alternative format, please contact the Town Clerk's Office. The Town Clerk is located at 73 Hunter Street in Apex Town Hall on the 2nd Floor, (email) allen.coleman@apexnc.org or (phone) 919-249-1260. We request at least 48 hours' notice prior to the meeting to make the appropriate arrangements.
Questions should be directed to the Town Clerk's Office.
Media Contact:
Allen Coleman, CMC
Town Clerk to the Apex Town Council
Town of Apex, North Carolina
919-249-1260 – allen.coleman@apexnc.org
IPL0371913
Sep 8 2026

STATE OF NORTH CAROLINA
COUNTY OF WAKE, COUNTY OF DURHAM

Before the undersigned, a Notary duly commissioned and authorized to administer oaths, affirmations, etc., personally appeared the undersigned, who being duly sworn or affirmed, according to law, doth depose and say that he or she is Accounts Receivable Specialist of the News & Observer Publishing Company, a corporation organized and doing business under the Laws of the State of North Carolina, and publishing a newspaper known as The News & Observer, Wake and State aforesaid, the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all of the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina, and that as such he or she makes this affidavit; and is familiar with the books, files and business of said corporation and by reference to the files of said publication the attached advertisement was inserted in the aforesaid newspaper on dates as follows:

1.0 insertion(s) published on:
09/08/26 Print

Print Tearsheet Link

Marketplace Link

Sherry Chasteen

DIGITALLY SIGNED

Sherry Chasteen

Amanda Rodela

DIGITALLY SIGNED

Sworn to and subscribed before me on Sep 8, 2026, 8:50 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE – PUBLIC HEARING
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The Town proposes to enter into a new Trust Agreement (the "Trust Agreement") and to issue its Bonds thereunder to carry out the installment contract financing. The Town will reserve in the Trust Agreement the right to issue additional limited obligation bonds from time to time for the purpose of providing additional funds to finance the cost of acquiring, constructing and equipping additional improvements for the Town, refund other limited obligation bonds and refinance other installment financing obligations of the Town. If the Town enters into the Trust Agreement, it will secure its obligations thereunder and under the Bonds by executing and delivering a deed of trust granting a lien of record on all or a portion of the Project, together with all improvements or fixtures located or to be located thereon, subject to certain permitted encumbrances.

Section 160A-20 of the General Statutes of North Carolina requires that the Town hold a public hearing prior to issuing the Bonds.

Anyone who wishes to be heard may appear at this public hearing at 6:00 p.m. on September 22, 2026, in the Council Chambers of the Town Hall located at 73 Hunter Street in Apex, North Carolina.

Residents may submit written comments to the Town Council with attention marked to the Town Clerk Allen Coleman; P.O. Box 250; Apex, NC 27502 or by email at public public.hearing@apexnc.org. Please use subject line "Potential Bond Issuance - $16M" and include your first and last name, your address, and your phone number in your written statements. Written comments will be accepted until 3:00 PM on Tuesday, September 22, 2026.

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Questions should be directed to the Town Clerk's Office.

Media Contact:
Allen Coleman, CMC
Town Clerk to the Apex Town Council
Town of Apex, North Carolina
919-249-1260 – allen.coleman@apexnc.org
IPL0371913
Sep 8 2026

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 22, 2026

Item Details

Presenter(s): Joshua Killian, Planner III

Department(s): Planning

Requested Motion

Public hearing and possible motion concerning Rezoning Application No. 26CZ06 Apex Light Industrial Phase III. The applicant, VertexSquare LLC, seeks to rezone approximately 8.45 acres from Tech/Flex-Conditional Zoning (TF-CZ #22CZ21) to Tech/Flex-Conditional Zoning (TF-CZ). The proposed rezoning is located at 3208 US 64 Highway West.

Approval Recommended?

The Planning Department recommends approval.

The Planning Board held a Public Hearing on September 14, 2026 and unanimously recommended approval of the rezoning with the conditions offered by the applicant.

Item Details

The property to be rezoned is identified as PIN 0722368361.

Attachments

- PH2-A1: Staff Report - Rezoning Case No. 26CZ06 - Apex Light Industrial Phase III
  - Application
- PH2-A2: Planning Board Report to Town Council - Rezoning Case No. 26CZ06 - Apex Light Industrial Phase III

All property owners, tenants, and neighborhood associations within 500 feet of this rezoning have been notified per UDO Sec. 2.2.11 *Public Notification*.

BACKGROUND INFORMATION:

Location: 3208 US 64 Highway West
Applicant: VertexSquare LLC
Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design

PROJECT DESCRIPTION:

Acreage: ±8.45 acres
PIN: 0722368361
Current Zoning: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)
Proposed Zoning: Tech/Flex-Conditional Zoning (TF-CZ)
2045 Land Use Map: Office Employment/Commercial Services
Town Limits: ETJ

Adjacent Zoning & Land Uses:

	Zoning	Land Use
North:	Tech/Flex-Conditional Zoning (TF-CZ #22CZ21); Rural Residential (RR)	Apex Light Industrial Phase II; Single-family; Future Lowell Road
South:	Planned Commercial (PC); Planned Unit Development-Conditional Zoning (PUD-CZ #23CZ20)	Landscape supply sales; Sweetwater (commercial); US 64 Highway
East:	Rural Residential (RR)	Vacant
West:	Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)	Apex Light Industrial Phase I

Existing Conditions:
The subject property is +/-8.45 acres and is located north of US 64 Highway West and east of Goodwin Road. The parcel is mostly wooded with a portion having been recently cleared for the demolition of a residential structure and the draining of a pond.

Background:
The parcel was originally rezoned with other parcels to Tech/Flex-Conditional Zoning (TF-CZ #22CZ21) on March 28, 2022. The only change proposed with this rezoning petition is to add an additional 30,000 square feet of non-residential development to the overall Apex Light Industrial project. To date, approved non-residential development includes 154,350 square feet in Phase 1 and 305,470 square feet in Phase 2 totaling 459,820 square feet of nearly finished construction.

Neighborhood Meeting:
The applicant conducted neighborhood meetings on April 16 and July 13, 2026. The neighborhood meeting reports are attached.

2045 Land Use Map:
The 2045 Land Use Map classifies the subject property as Office Employment/Commercial Services. The proposed rezoning to Tech/Flex-Conditional Zoning (TF-CZ) is consistent with that land use classification.

PROPOSED ZONING CONDITIONS:
The proposed change to the existing zoning conditions is shown in **bold** text below.

Limitation of Uses:
The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

Permitted Uses and Limitations:

1. Daycare facility
2. Drop-in or short term day care
3. Government service
4. Veterinary clinic or hospital
5. Vocational school
6. Utility, minor
7. Wireless support structure
8. Wireless communication
9. Entertainment, indoor
10. Greenway
11. Park, active
12. Park, passive
13. Youth or day camps
14. Commissary
15. Restaurant, general
16. Dispatching office
17. Medical or dental office or clinic
18. Medical or dental laboratory
19. Office, business or professional
20. Research facility
21. Artisan Studio
22. Convenience store
23. Convenience store with gas sales
24. Grocery, general
25. Grocery, specialty
26. Personal service
27. Printing and copying service
28. Real estate sales
29. Repair services, limited
30. Retail sales, general %
31. Studio for art
32. Tailor shop
33. Upholstery shop
34. Pet services
35. Automotive Accessory Sales and Installation
36. Repair and maintenance, general
37. Vehicle inspection center
38. Laboratory, industrial research
39. Microbrewery
40. Microdistillery
41. Woodworking or cabinet making
42. Wholesaling distribution center
43. Manufacturing and processing (S)
44. Manufacturing and processing, minor
45. Glass Sales
46. Building Supplies, wholesale

Use Conditions:

1. The maximum square footage of uses developed on the Property shall be **530,000** square feet.
2. The use Glass Sales shall be all indoors except what is stored on trucks. Outdoor truck parking for Glass Sales use must be fully screened from any public right-of-way.
3. No more than 15% of any building's square footage shall include outdoor storage.
4. Post development peak runoff shall not exceed pre-development peak runoff for the 24- hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
5. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
6. Each building constructed on the property shall be pre-configured with conduit for solar PV systems.

7. The project shall use full cutoff LED fixtures that have a maximum color temperature of 3000k for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
8. Before a Site Plan Final Plat approval for greater than 300,000 square feet of uses on the property, the project shall dedicate a variable width right-of-way adjacent to US HWY 64 consistent with the attached Exhibit 1. This newly established right-of-way shall require a 50-foot Type A buffer (instead of 100') from the right-of-way. Until such time, the project shall provide the UDO required 100' Type A buffer from US HWY 64.
9. The developer shall provide a continuous east-west public vehicular route (the "Local Connector") with sidewalk through the site from Goodwin Road to the eastern parcel boundary of the subject property to support the future extension of Lowell Road as planned with the Arden at Summit Pines development.
10. Buildings constructed on the property that are located south of the Local Connector shall be subject to the following architectural conditions:
    a. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building façade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades. This would also include reveals in concrete tilt construction with integrated thin brick and contrasting paint colors, which add visual interest. The first twelve feet (12') in height of the front façade of all buildings shall be a minimum seventy-five percent (75%) brick.
    b. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns. Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.
    c. The orientation of drive-thru lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. When drive-thru lanes are located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. No drive-thru lanes or pick-up windows shall front on US 64 Highway. Service bays shall be screened from surrounding public rights-of-ways or oriented towards the rear of the property. Service bays shall not be oriented towards US 64 Highway.
    d. Each façade shall have a rhythm that is repeated through the pattern of wall and openings. The building façade shall have an identifiable base, body, and cap with horizontal elements separating these components. Buildings shall not have blank side walls creating a false front appearance.
    e. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.
    f. Windows and storefront glazing shall be provided with different proportions to create a high-quality building design.
    g. Thirty-five (35%) of glazing shall be provided at the street level. Overall building proportions shall be expressed in the window proportions. Expanses of vertical window which give the overall appearance of horizontal massing shall be avoided.

h. Buildings shall have more than one parapet height. Roofs may vary in compliance with UDO 9.3.2
i. Buildings shall be architecturally compatible and include more than one material color.
j. The exterior materials shall include a combination of building materials. The primary (front) façade of the main buildings to be considered include:
   i. Brick masonry
   ii. Decorative concrete block (either integrally colored or textured)
   iii. Stone accents
   iv. Aluminum storefronts with anodized or pre-finished colors.
   v. EIFS cornices and parapet trim
   vi. Precast concrete
   vii. Concrete tilt with a base wall paint color in conjunction with varying complimentary accent paint colors and integral thin brick, with associative percentages as outlined in item 1 above.
k. Exterior materials that shall not be allowed are as follows:
   i. Vinyl siding
   ii. Painted, smooth faced concrete block (decorative blocks are acceptable)
   iii. Metal walls
l. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building façade.
m. Soffits and facia materials may be EIFS, architectural panels, or other quality materials as determined by the building Architect during Site Plan review.

11. The perimeter buffer along the eastern boundary adjacent to Wake County PIN 0722-46-3330 shall be a minimum of 30' and shall be planted or preserved to the Type A buffer standard. The aforementioned buffer may be removed if the adjacent properties are developed with uses of the same or higher land use class according to UDO Sec. 8.2.6.B.4.
12. The project shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Storm water Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Site Plan and Construction Document design and review.
13. The following language shall be added to any subdivision and/or site plan final plats for this project: AVIGATION NOTICE: Deck Air Park, an active, general aviation airport open to the public, is located near this subdivision, and the flight paths of aircraft landing, taking off, and flying nearby pass directly over this subdivision. The lots shown on this plat will be subject to the impacts of the aviation uses being conducted to, from, at and nearby Deck Air Park for so long as that airport may continue to be used.

EAB RECOMMENDATIONS:
This rezoning was exempt from meeting with the Apex Environmental Advisory Board (EAB) per Unified Development Ordinance (UDO) Section 2.1.9.A.2.a. The rezoning amends the allowable square footage of development and has no environmental impact on a site.

PLANNING BOARD RECOMMENDATION:
Planning Board held a public hearing on September 14, 2026 and unanimously recommends approval of Rezoning #26CZ06 Apex Light Industrial Phase III.

PLANNING STAFF RECOMMENDATION:
Planning staff recommends approval of Rezoning #26CZ06 Apex Light Industrial Phase III with conditions offered by the applicant.

ANALYSIS STATEMENT OF THE REASONABLENESS OF THE PROPOSED REZONING:
This Statement will address consistency with the Town's comprehensive and other applicable plans, reasonableness, and effect on public interest:

The 2045 Land Use Map classifies the subject properties as Office Employment/Commercial Services. The proposed rezoning to Tech/Flex-Conditional Zoning (TF-CZ) is consistent with that land use classification.

Approval of the rezoning is reasonable and in the public interest because the proposed amendment to the existing zoning conditions will allow for an additional 30,000 square feet of non-residential development within a development and will maintain all other existing zoning conditions.

CONDITIONAL ZONING STANDARDS:
The Town Council shall find the TF-CZ designation demonstrates compliance with the following standards. 2.3.3.F:

Legislative Considerations
The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

3) *Zoning district supplemental standards.* The proposed Conditional Zoning District use's compliance with Sec 4.4 *Supplemental Standards,* if applicable.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.
5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

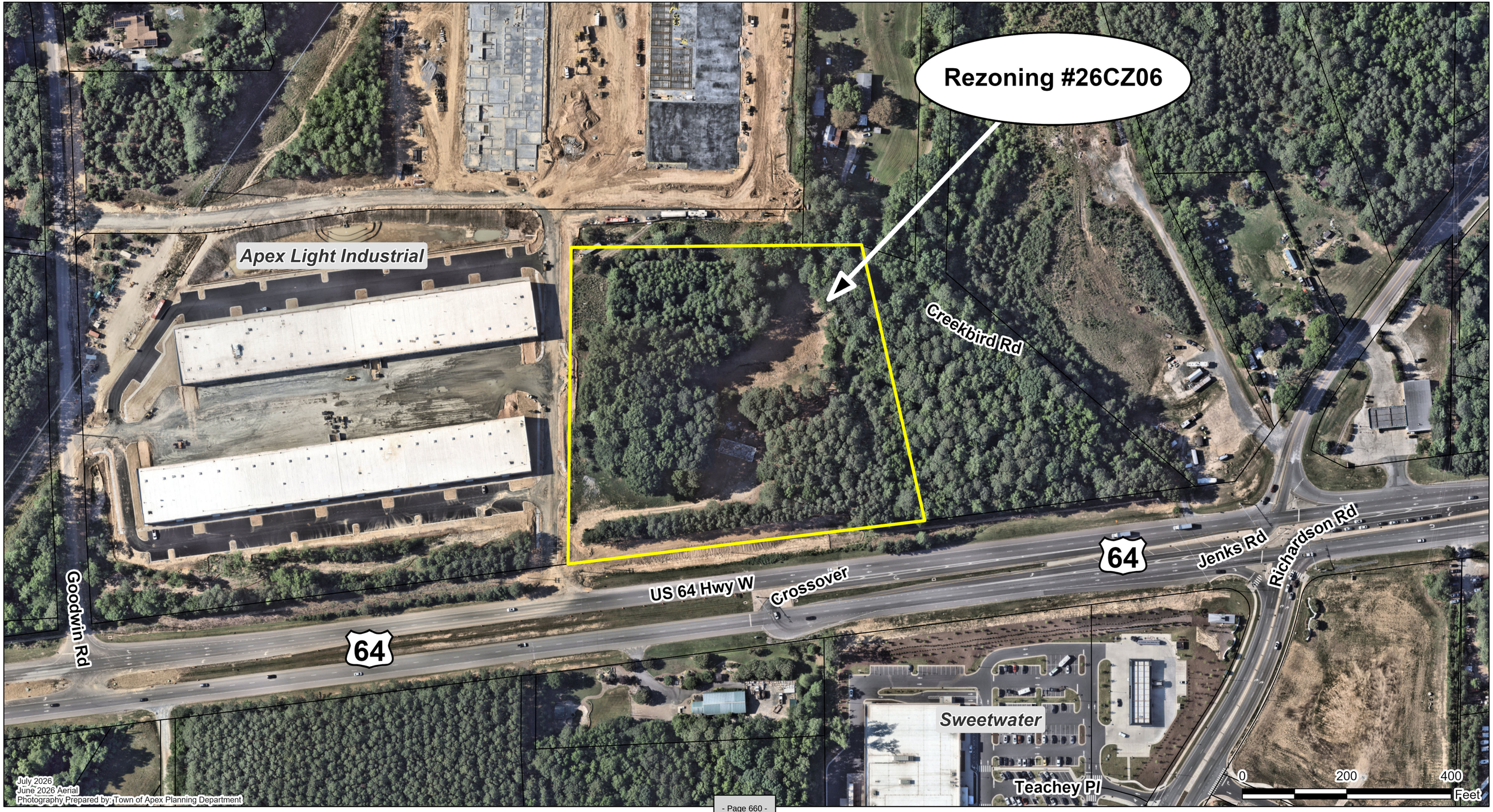
6) *Impact on public facilities.* The proposed Conditional Zoning District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning District use is substantially detrimental to adjacent properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.


Rezoning #26CZ06
Apex Light Industrial
Creekbird Rd
Goodwin Rd
US 64 Hwy W
Crossover
64
64
Jenks Rd
Richardson Rd
Sweetwater
Teachey Pl
0
200
400
Feet
July 2026
June 2026 Aerial
Photography Prepared by: Town of Apex Planning Department

PETITION TO AMEND THE OFFICIAL ZONING MAP

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 #: #26CZ06 Submittal Date: _____

Fee Paid: _____

Project Information

Project Name: Apex Light Industrial Phase III

Address(es): 3208 US 64 Highway W.

PIN(s): 0722-36-8361

Acreage: 8.45

Current Zoning: TF-CZ (Ordinance #22CZ21) Proposed Zoning: TF-CZ

Current 2045 LUM Classification(s): Office Employment and Commercial Services

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☑ No ☐

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: _____

Area proposed as non-residential development: Acreage: _____

Percent of mixed use area proposed as non-residential: Percent: _____

Applicant Information

Name: VertexSquare LLC

Address: 1128 Forest Willow Ln

City: Morrisville State: NC Zip: 27560-7178

Phone: 848-248-9229 E-mail: srinivas.vudutha@gmail.com

Owner Information

Name: VertexSquare LLC

Address: 1128 Forest Willow Ln

City: Morrisville State: NC Zip: 27560-7178

Phone: _____ E-mail: _____

Agent Information

Name: Jason Barron

Address: 434 Fayetteville Street, Suite 2200

City: Raleigh State: NC Zip: 27601

Phone: (919) 590-0371 E-mail: jbarron@morningstarlawgroup.com

Other contacts: Leticia Shapiro

Morningstar Law Group

434 Fayetteville Street, Suite 2200, Raleigh NC 27601

Phone: (919) 590-0366 E-mail: tshapiro@morningstarlawgroup.com

PETITION INFORMATION

Application #: #26CZ06 Submittal Date:

An application has been duly filed requesting that the property described in this application be rezoned from TF-CZ to TF-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1	See Attached "Proposed Uses" Exhibit	21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
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18		38	
19		39	
20		40	

PETITION INFORMATION

Application #: #26CZ06 Submittal Date:

PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

The purpose of this rezoning is to amend zoning condition #1 in the Ordinance Amending the Official Zoning District Map #22CZ21. The signed ordinance is attached.

Zoning Condition #1: The maximum square footage of uses developed on the property shall be 500,000 square feet.

Proposed Amended Zoning Condition #1: The maximum square footage of uses developed on the property shall be 530,000 square feet.

LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The purpose of this rezoning request is to amend Condition #1 of Ordinance #22CZ21,which currently limits the maximum square footage of development to 500,000 square feet. As the project has progressed into its third phase of construction, it has been determined that, in order to complete the development on PIN 0722-36-8361, the maximum allowable square footage must be increased to 530,000 square feet. The Tech Flex uses remain the same. As such, the TF-CZ district uses are appropriate and consisting with the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The site fronts along NC Hwy 64, which makes the assemblage ideal for the tech flex and commercial uses approved in Ordinance #22CZ21. This rezoning seeks only to amend a condition in Ordinance #22CZ21 and the Tech Flex Condition Zoning shall remain. Thus the use is appropriate for this location and compatible to the site's adjacent uses.

PETITION INFORMATION

Application #: #26CZ06 Submittal Date:

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

The development is currently under construction and the uses permitted by Ordinance #22CZ21 are consistent with any applicable Supplemental Standards of Section 4.4 of the Town's Unified Development Ordinance.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

Development of the site has been consistent with the uses and conditions of Ordinance #22CZ21. The proposed amendment does not have an adverse effect on the design of the site and therefore, does not adversely impact adjacent lands.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

Ordinance #22CZ21 conditions development of the property to the 25-year storm event, thus minimizing environmental impacts from the development in addition to including UDO required RCA for this area. The proposed amendment does not have an adverse environmental impact.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The development has been constructed so that there are sufficient public facilities and services to serve the development of the property consistent with Ordinance #22CZ21. The proposed amendment does not have an adverse impact on public facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

There will be no adverse impact to health, safety, and welfare as a result of the proposed amendment to Ordinance #22CZ21.

AGENT AUTHORIZATION FORM

Application #: #26CZ06 Submittal Date: _____

Srinivas Vudutha Owner/Operations Manager is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 3208 US 64 Highway W.

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group
Jeff Roach - Peak Engineering and Design

☐ I am the owner of the property and will be acting as my own agent

Agent Name:	Jason Barron and Leticia Shapiro Morningstar Law Group	Jeff Roach Peak Engineering and Design
Address:	434 Fayetteville St. Ste. 2200 Raleigh NC 27601	1125 Apex Peakway Apex, NC 27502
Telephone Number:	919-590-0366; 919-590-0371	919-439-0100
E-Mail Address:	jbarron@morningstarlawgroup.com tshapiro@morningstarlawgroup.com	jroach@peakengineering.com

Signature(s) of Owner(s)*

Srinivas Vudutha Owner/Operations Manager — 04/28/2026

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: #26CZ06 Submittal Date: _____

The undersigned, Srinivas Vudutha Owner/Operations Manager (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3208 US 64 Higway W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2-26-25, and recorded in the Wake County Register of Deeds Office on 3-6-25, in Book 019845 Page 01568.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2-26-25, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2-26-25, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 28th day of April, 2026.

V. Srinivas (seal)

Srinivas Vudutha Owner/Operations Manager

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that SRINIVAS VUDUTHA, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's 04/28/2026, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

K. Chandrakala

Notary Public
State of North Carolina
My Commission Expires: _____

[NOTARY SEAL]

CHANDRA KAKARALA
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires November 17,2030

AGENT AUTHORIZATION FORM

Application #: #26CZ06 Submittal Date: _____

SriKrushna Kupipeddy Owner & Operations Manager is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 3208 US 64 Highway W.

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group
Jeff Roach - Peak Engineering and Design

☐ I am the owner of the property and will be acting as my own agent

Agent Name:	Jason Barron and Leticia Shapiro Morningstar Law Group	Jeff Roach Peak Engineering and Design
Address:	434 Fayetteville St. Ste. 2200 Raleigh NC 27601	1125 Apex Peakway Apex, NC 27502
Telephone Number:	919-590-0366; 919-590-0371	919-439-0100
E-Mail Address:	jbarron@morningstarlawgroup.com tshapiro@morningstarlawgroup.com	jroach@peakengineering.com

Signature(s) of Owner(s)*

SriKrushna

SriKrushna Kupipeddy Owner & Operations Manager — 04/28/2026

Type or print name — Date

_____

_____ _____

Type or print name — Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: #26CZ06 Submittal Date: _____

The undersigned, SriKrushna Kupipeddy Owner & Operations Manager (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3208 US 64 Higway W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2-26-25, and recorded in the Wake County Register of Deeds Office on 3-6-25, in Book 019845 Page 01568.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2-26-25, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2-26-25, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 28 day of April, 2026.

Srikrushna.u (seal)

SriKrushna Kupipeddy Owner & Operations Manager

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that SRIKRUSHNA KUPPIREDDY, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's 04/28/2026, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

CHANDRA KAKARALA
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires November 17,2030

Notary Public
State of North Carolina
My Commission Expires

K. Chandrakakarala

[NOTARY SEAL]

Last Updated: August 30, 2019

AGENT AUTHORIZATION FORM

Application #: #26CZ06 Submittal Date: _____

Ramana Salagandla Owner & Business Manager is the owner* of the property for which the attached application is being submitted:

- ☑ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☑ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: _____

The property address is: 3208 US 64 Highway W.

The agent for this project is: Jason Barron and Leticia Shapiro - Morningstar Law Group
Jeff Roach - Peak Engineering and Design

☐ I am the owner of the property and will be acting as my own agent

Agent Name:	Jason Barron and Leticia Shapiro Morningstar Law Group	Jeff Roach Peak Engineering and Design
Address:	434 Fayetteville St. Ste. 2200 Raleigh NC 27601	1125 Apex Peakway Apex, NC 27502
Telephone Number:	919-590-0366; 919-590-0371	919-439-0100
E-Mail Address:	jbarron@morningstarlawgroup.com tshapiro@morningstarlawgroup.com	jroach@peakengineering.com

Signature(s) of Owner(s)*

Ramana Salagandla Owner & Business Manager 04/28/2026
Type or print name Date

_____ _____
Type or print name Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

AFFIDAVIT OF OWNERSHIP

Application #: #26CZ06 Submittal Date: _____

The undersigned, Ramana Salagandla Owner & Business Manager (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 3208 US 64 Higway W and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.

3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 2-26-25, and recorded in the Wake County Register of Deeds Office on 3-6-25, in Book 019845 Page 01568.

4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).

5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 2-26-25, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 2-26-25, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 28th day of April, 2026.

_____ (seal)

Ramana Salagandla Owner & Business Manager

Type or print name

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned, a Notary Public in and for the County of WAKE, hereby certify that RAMANA SALAGANDLA, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's 04/28/2026, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

CHANDRA KAKARALA
NOTARY PUBLIC
Wake County
North Carolina
My Commission Expires November 17,2030
NOTARY SEAL

K. CHANDRAMOHAN
Notary Public
State of North Carolina
My Commission Expires: _____

Last Updated: August 30, 2019

Application #: #26CZ06 Submittal Date:

Insert legal description below.

BEING all of Tract No. 2 containing 10.55 acres, more or less, according to that survey entitled "Property of and Recombination Survey for J.L. Wilkins, Heirs" dated September 23, 1985, drawn by Holland Land Surveys, J.H. Holland, Jr., R.L.S., recorded in Book of Maps 1985, Page 2322, Wake County Registry, and BEGINNING at a point located in the center line of U.S. Highway 64, which point is located approximately 480 feet West of the center line of the intersection of U.S. Highway 64 and State Road 1601; running thence with the center line of U.S. Highway 64, South 82 degrees 53 minutes 33 seconds West 722.72 feet to a point; thence North 00 degrees 22 minutes 20 seconds East 758.16 feet to a point in the Southern line of Tract No. 1; thence North 89 degrees 26 minutes 37 seconds East 443.34 feet to a 30" Black Gum located in the Southeast corner of Tract 1; thence North 89 degrees 33 minutes 19 seconds East 112.91 feet to an existing iron pipe; thence South 13 degrees 02 minutes 07 seconds East 691.73 feet to a point located in the center line of U.S. Highway 64, being the point and place of BEGINNING. Reference is made to the above-described survey for a more accurate description of the property.

LESS AND EXCEPT those areas taken as right of way by the North Carolina Department of Transportation for Project 8.T520904 (Widening of US 64 HWY) as described in that Consent Judgment recorded in Book 6170, Page 803, Wake County Registry.

Legal description below:

That the area acquired in, over, upon and across the hereinabove described property is described as follows:

AREA TAKEN:

NEW RIGHT OF WAY:

BEGINNING at the point of intersection of the existing northern right of way boundary of U.S. 64 with a western property line of John Brian Wilkins, a common property line with Benjamin H. Whitley, and running thence in a northerly direction along said property line to a point located 150 feet northerly of and normal to Survey line L; thence in an easterly direction along a line lying at all points 150 feet northerly of and normal to Survey line L to its point of intersection with an eastern property line of John Brian Wilkins, a common property line with Michael G. Jenks; thence in a southerly direction along said property line to its point of intersection with the existing northern right of way boundary of U.S. 64; thence in a westerly direction along the existing northern right of way boundary of U.S. 64 to the point and place of BEGINNING.

This description was prepared from Department of Transportation plans for Project 8.1520904, Wake County.

PETITION INFORMATION

Application #: #26CZ06 Submittal Date:

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed amendment to Ordinance #22CZ21 will not be detrimental to adjacent properties. Development of the site is consistent with the uses and conditions Ordinance #22CZ21 and the Apex UDO standards for buffers, access, stormwater, RCA and others, such that this proposed amendment shall not be detrimental to adjacent properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed amendment to Ordinance #22CZ21 does not constitute a nuisance or hazard due to traffic or noise. Development of the site has been consistent with Ordinance #22CZ21.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed amendment does not request deviations from the UDO.

PROPOSED USES EXHIBIT
APEX LIGHT INDUSTRIAL PHASE III
26CZ06

1. Daycare facility
2. Drop-in or short term day care
3. Government service
4. Veterinary clinic or hospital
5. Vocational school
6. Utility, minor
7. Wireless support structure
8. Wireless communication
9. Entertainment, indoor
10. Greenway
11. Park, active
12. Park, passive
13. Youth or day camps
14. Commissary
15. Restaurant, general
16. Dispatching office
17. Medical or dental office or clinic
18. Medical or dental laboratory
19. Office, business or professional
20. Research facility
21. Artisan Studio
22. Convenience store
23. Convenience store with gas sales
24. Grocery, general
25. Grocery, specialty
26. Personal service
27. Printing and copying service
28. Real estate sales
29. Repair services, limited
30. Retail sales, general %
31. Studio for art
32. Tailor shop
33. Upholstery shop
34. Pet services
35. Automotive Accessory Sales and Installation
36. Repair and maintenance, general
37. Vehicle inspection center
38. Laboratory, industrial research
39. Microbrewery
40. Microdistillery
41. Woodworking or cabinet making
42. Wholesaling distribution center
43. Manufacturing and processing (S)
44. Manufacturing and processing, minor
45. Glass Sales
46. Building Supplies, wholesale

ZONING CONDITIONS

26CZ06 Apex Light Industrial Phase III

1. The maximum square footage of uses developed on the Property shall be 530,000 square feet.
2. The use Glass Sales shall be all indoors except what is stored on trucks. Outdoor truck parking for Glass Sales use must be fully screened from any public right-of-way.
3. No more than 15% of any building's square footage shall include outdoor storage.
4. Post development peak runoff shall not exceed pre-development peak runoff for the 24-hour, 1-year, 10-year, and 25-year storm events in accordance with the Unified Development Ordinance.
5. The project shall install one (1) sign per SCM to reduce pet waste and prohibit fertilizer, in locations that are publicly accessible, such as adjacent to amenity centers, sidewalks, greenways, or side paths.
6. Each building constructed on the property shall be pre-configured with conduit for solar PV systems.
7. The project shall use full cutoff LED fixtures that have a maximum color temperature of 3000k for all exterior lighting, including, but not limited to, parking lot and building mounted fixtures.
8. Before a Site Plan Final Plat approval for greater than 300,000 square feet of uses on the property, the project shall dedicate a variable width right-of-way adjacent to US HWY 64 consistent with the attached Exhibit 1. This newly established right-of-way shall require a 50-foot Type A buffer (instead of 100') from the right-of-way. Until such time, the project shall provide the UDO required 100' Type A buffer from US HWY 64.
9. The developer shall provide a continuous east-west public vehicular route (the "Local Connector") with sidewalk through the site from Goodwin Road to the eastern parcel boundary of the subject property to support the future extension of Lowell Road as planned with the Arden at Summit Pines development.
10. Buildings constructed south of the Local Connector shall be subject to the following architectural conditions:
    a. Buildings shall have vertical proportions. Expanses of blank wall shall not exceed sixty (60) feet in width without being interrupted with an architectural feature such as, but not limited to, a column, recess in or projection from the building facade. Permitted setbacks can be used to articulate bays of a building to break up its width. Architectural features such as, but not limited to, columns, piers, rooflines, and brick patterns can be used to divide and create vertical orientation on building facades. This would also include reveals in concrete tilt construction with integrated thin brick and contrasting paint colors, which add visual interest. The first twelve feet (12') in height of the front facade of all buildings shall be a minimum seventy-five percent (75%) brick.
    b. The main entry shall be human scaled and emphasized through the use of features such as, but not limited to, columns, piers, windows, recessed entries, sheltering elements, rooflines, trim, color change, material change and masonry patterns.

Recessed arcades, entries flush with the building face and small entries without adjacent windows shall be avoided.

c. The orientation of drive-thru lanes, pick-up windows, and other utilitarian building functions should not be oriented toward or located adjacent the street. When drive-thru lanes are located adjacent to a street, they shall be screened through the use of low walls and/or landscaping. No drive-thru lanes or pick-up windows shall front on US 64 Highway. Service bays shall be screened from surrounding public rights-of-ways or oriented towards the rear of the property. Service bays shall not be oriented towards US 64 Highway.
d. Each facade shall have a rhythm that is repeated through the pattern of wall and openings. The building facade shall have an identifiable base, body, and cap with horizontal elements separating these components. Buildings shall not have blank side walls creating a false front appearance.
e. The street level of the facades shall provide human scaled entries including, but not limited to, recessed entries, sheltering elements and adjacent storefront windows. Recessed arcades, entries flush with the building face, and small entries without adjacent windows shall be avoided.
f. Windows and storefront glazing shall be provided with different proportions to create a high-quality building design.
g. Thirty-five (35%) of glazing shall be provided at the street level. Overall building proportions shall be expressed in the window proportions. Expanses of vertical window which give the overall appearance of horizontal massing shall be avoided.
h. Buildings shall have more than one parapet height. Roofs may vary in compliance with UDO 9.3.2
i. Buildings shall be architecturally compatible and include more than one material color.
j. The exterior materials shall include a combination of building materials. The primary (front) facade of the main buildings to be considered include:
    i. Brick masonry
    ii. Decorative concrete block (either integrally colored or textured)
    iii. Stone accents
    iv. Aluminum storefronts with anodized or pre-finished colors
    v. EIFS cornices and parapet trim
    vi. Precast concrete
    vii. Concrete tilt with a base wall paint color in conjunction with varying complimentary accent paint colors and integral thin brick, with associative percentages as outlined in item 1 above.
k. Exterior materials that shall not be allowed are as follows:
    i. Vinyl siding
    ii. Painted, smooth faced concrete block (decorative blocks are acceptable)
    iii. Metal walls
l. EIFS or synthetic stucco shall not be used in the first four feet above grade and shall be limited to only 25% of each building facade.

m. Soffits and facia materials may be EIFS, architectural panels, or other quality materials as determined by the building Architect during Site Plan review.

11. The perimeter buffer along the eastern boundary adjacent to Wake County PIN 0722-46-3330 shall be a minimum of 30' and shall be planted or preserved to the Type A buffer standard. The aforementioned buffer may be removed if the adjacent properties are developed with uses of the same or higher land use class according to UDO Sec. 8.2.6.B.4.
12. The project shall provide additional water quality stormwater controls to reduce the overall nitrogen export for the site to less than 10 lbs/ac/yr through the installation of State approved Storm water Control Measures (SCMs). The final selection of the SCMs used to reduce the nitrogen export from the site shall be selected by the design team and coordinated with staff during Site Plan and Construction Document design and review.
13. The following language shall be added to any subdivision and/or site plan final plats for this project: AVIGATION NOTICE: Deck Air Park, an active, general aviation airport open to the public, is located near this subdivision, and the flight paths of aircraft landing, taking off, and flying nearby pass directly over this subdivision. The lots shown on this plat will be subject to the impacts of the aviation uses being conducted to, from, at and nearby Deck Air Park for so long as that airport may continue to be used.

#26CZ06

NOTICE OF NEIGHBORHOOD MEETING

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.

April 16, 2026

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

3208 US 64 Highway W. | 0722-36-8361

Address(es) | PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☑	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

Rezone for the purpose of amending a condition that limits the maximum square footage of uses developed on the property from 500,000sf to 530,000sf.

Estimated submittal date: May 1, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	VertexSquare LLC
Applicant(s):	VertexSquare LLC c/o Jason Barron, Morningstar Law Group (attorney)
Contact information (email/phone):	jbarron@morningstarlawgroup.com/919-590-0371
Meeting Address:	https://morningstarlaw.group/04302026
Date/Time of meeting**:	April 30, 2026/5:30pm-6:30pm

Welcome: 5:30pm - 5:35pm Project Presentation: 5:35pm - 5:45pm Question & Answer: 5:45pm-6:30pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180.

#26CZ06

How to Participate in the April 30, 2026 Neighborhood Meeting

To participate by PC, Mac, iPad, iPhone or Android device, go to https://morningstarlaw.group/04302026 to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.)

- Upon registration, you will receive a confirmation email with instructions on how to access the meeting.
- To participate by phone,
- Dial one of the following numbers:
  - +1 929 436 2866
  - +1 301 715 8592
  - +1 305 224 1968
  - +1 312 626 6799
  - +1 646 931 3860
  - +1 719 359 4580
  - +1 253 205 0468
  - +1 253 215 8782
  - +1 346 248 7799
  - +1 360 209 5623

REGISTRATION QR

- Webinar ID: 837 4584 0961
- Passcode: 660473
- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

If you have difficulty registering, you may call Leticia Shapiro at **(919) 590-0366** or email **tshapiro@morningstarlawgroup.com** prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email tshapiro@morningstarlawgroup.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at **tshapiro@morningstarlawgroup.com**.

PROJECT CONTACT INFORMATION

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.

Development Contacts:

Project Name: Apex Light Industrial Phase III Rezoning Zoning: TF-CZ

Location: 3208 US 64 Highway W.

Property PIN(s): 0722-36-8361 Acreage/Square Feet: 8.45

Property Owner: VERTEXSQUARE LLC

Address: 1128 FOREST WILLOW LN

City: MORRISVILLE State: NC Zip: 27560-7178

Phone: 848-248-9229 Email: srinivas.vudutha@gmail.com

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jeff Roach, Peak Engineering & Design PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.com

Builder (if known):

Address:

City: State: Zip:

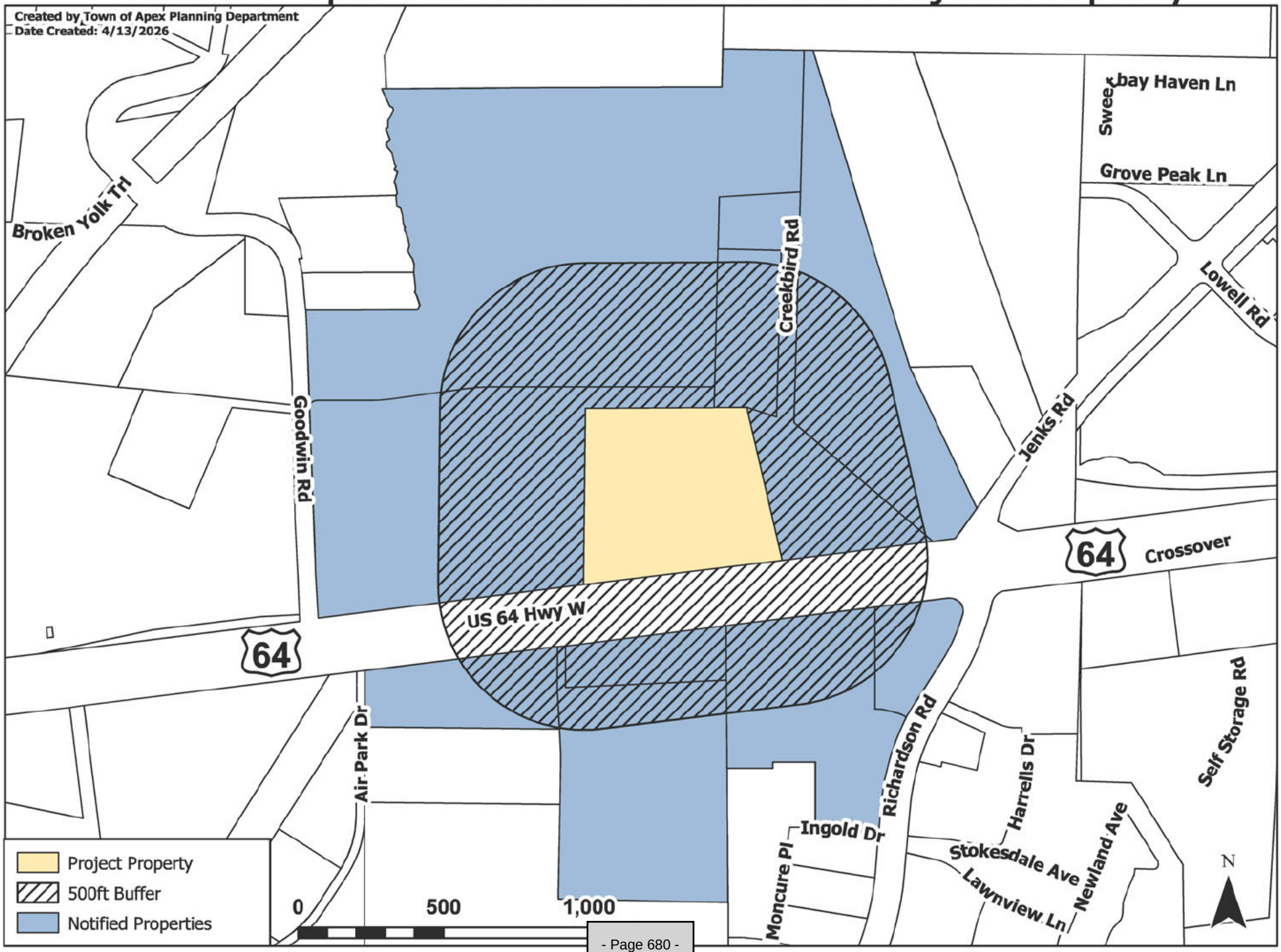
Phone: Fax: Email:

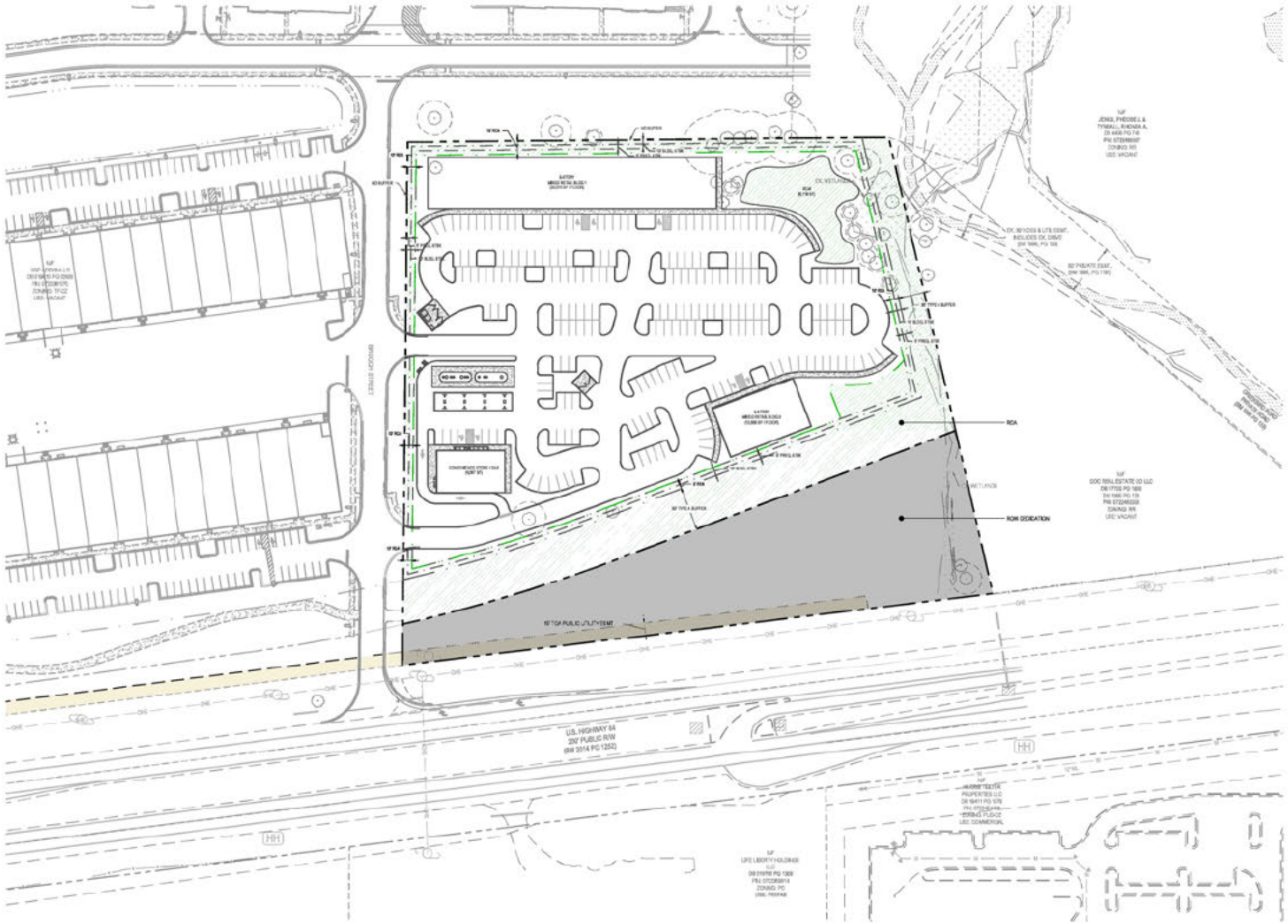
Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466

#26CZ06

Notified Properties within 500ft of the Project Property





SITE DATA	
OWNER	VERTXSQUARE, LLC.
SITE ADDRESS	3208 US 64 HIGHWAY W. APEX, NC 27523
PIN	0722-36-8361
REAL ID	76963
ACREAGE	8.45 AC (368,082 SF)
DB, PG	DB 18895, PG 1598
2045 LAND USE MAP	LUN ZONING
EXISTING USE	RES. < 10 AC.
EXISTING ZONING	TF-CZ
TOWNSHIP	WHITE OAK
WATERSHED	PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT
RIVER BASIN	CAPE FEAR
FEMA MAP	MAP#3720072200K DATE 07.19.22
HISTORICAL	N/A PER NC SHPO
APPROVED REZONING	26CZ01
ANNEXATION	FUTURE REQUIRED
ROW DEDICATION	1.76 AC (76,580 SF)
NEW TRACT AREA	6.69 AC (291,502 SF)
DEVELOPMENT TYPE - COMMERCIAL	
PROPOSED USE	COMMERCIAL MIXED-USE
CONVENIENCE STORE / GAS STATION	4,067 SF
2-STORY MIXED RETAIL BLDG 1 (20,070 SF / FL)	40,140 SF
2-STORY MIXED RETAIL BLDG 2 (12,000 SF / FL)	24,000 SF
TOTAL BUILDING AREA	68,207 SF
BUILDING DETAILS	
BUILDING HEIGHT	XX
BUILDING STORIES	X STORIES
BUILDING SETBACKS - COMMERCIAL	
US HIGHWAY 64 (PRIMARY STREET)	10' FROM ESTABLISHED BUFFERS
BROOCH STREET (WEST SIDE STREET)	10' FROM ESTABLISHED BUFFERS
EAST SIDE LOT LINE	10' FROM ESTABLISHED BUFFERS
REAR LOT LINE	10' FROM ESTABLISHED BUFFERS
BUILD UPON AREA	
MAX. BUILD UPON AREA	4.98 AC. (73 %)
PROPOSED BUILD UPON AREA	XX' AC. (XX %)
PARKING SETBACKS - COMMERCIAL	
US HIGHWAY 64 (PRIMARY STREET)	5' FROM ESTABLISHED BUFFERS
BROOCH STREET (WEST SIDE STREET)	5' FROM ESTABLISHED BUFFERS
EAST SIDE LOT LINE	5' FROM ESTABLISHED BUFFERS
REAR LOT LINE	5' FROM ESTABLISHED BUFFERS
PARKING	
CONVENIENCE STORE / GAS STATION (4,067 SF)	1 SPACE / 300 SF + VEHICLE STACKING
	14 SPACES REQUIRED
	14 SPACES PROVIDED
MIXED RETAIL BLDG 1 (40,140 SF)	1 SPACE / 300 SF
	134 SPACES REQUIRED
	134 SPACES PROVIDED
MIXED RETAIL BLDG 2 (24,000 SF)	1 SPACE / 300 SF
	80 SPACES REQUIRED
	80 SPACES PROVIDED
TOTAL PARKING REQUIRED	228 SPACES REQUIRED
TOTAL PARKING PROVIDED	228 SPACES PROVIDED
ADA PARKING CALCS.	201 TO 300 = 7
ADA PARKING REQUIRED	7 SPACES
ADA PARKING PROVIDED	8 SPACES
RCA	
RCA REQUIRED (25%)	1.67 AC. (72,676 SF)
RCA (PERIMETER BUFFERS)	42,662 SF
RCA (SCM) + OTHER	30,363 SF
RCA PROVIDED	1.98 AC. (73,025 SF)
IMPERVIOUS	
NET TRACT AREA	XX AC. (XX SF)
EXISTING IMPERVIOUS	XX AC. (XX SF)
LOT AREA MAX.	XX SF (XX%)
BUILDINGS	(XX SF)
SIDEWALKS	(XX SF)
ROADWAY B-B	(XX SF)
LOT AREA IMPERVIOUS (MAX. ALLOWED)	XX SF (XX%)

PEAK Engineering & Design
1125 Apex Peakway | Apex, NC 27502
ph: 919.439.0100
www.PeakEngineering.com

APEX LIGHT INDUSTRIAL - PHASE III
3208 US 64 HIGHWAY WEST
APEX, NC
WAKE COUNTY

DATE	PROJECT NO.
12.15.25	230401
	SHEET NO. SP-3

#26CZ06

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
1475 GOODWIN RD	0722361270	GGP APEX64 LLC	3904 BOSTON ST STE 402	BALTIMORE MD 21224-5834
7517 CREEKBIRD RD	0722461777	HALL, STEPHEN J COLGAN, VIRGINIA A	7517 CREEKBIRD RD	APEX NC 27523-8463
2810 TEACHEY PL	0722454406	HARRIS TEETER PROPERTIES LLC	701 CRESTDALE RD	MATTHEWS NC 28105-1700
2800 TEACHEY PL	0722457646	HARRIS TEETER PROPERTIES LLC	701 CRESTDALE RD	MATTHEWS NC 28105-1700
8324 JENKS RD	0722465567	JENKS, PHEOBE JEANNE	2286 GUM SPRINGS CHURCH RD	PITTSBORO NC 27312-6643
3221 US 64 HWY W	0722359614	LIFE LIBERTY HOLDINGS LLC	3221 US 64 HWY W	APEX NC 27523-8442
0 GOODWIN RD	0722375150	MPC RALEIGH LLC	189 S ORANGE AVE STE 1170	ORLANDO FL 32801-3266
3223 US 64 HWY W	0722358117	SMITH, STALEY C	PO BOX 457	APEX NC 27502-0457
3301 US 64 HWY W	0722352562	SMITH, STALEY C SMITH, AARON E JR	PO BOX 457	APEX NC 27502-0457
3208 US 64 HWY W	0722368361	VERTEXSQUARE LLC	1128 FOREST WILLOW LN	MORRISVILLE NC 27560-7178
7501 CREEKBIRD RD	0722463330	WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635
		APEX TOWN OF	PO BOX 250	APEX NC 27502
		Current Tenant	1475 Goodwin RD	APEX NC 27523
		Current Tenant	1485 Goodwin RD	APEX NC 27523
		Current Tenant	2880 Lowell RD	APEX NC 27523
		Current Tenant	2910 Lowell RD	APEX NC 27523
		Current Tenant	2800 Teachey PL	APEX NC 27523
		Current Tenant	2810 Teachey PL	APEX NC 27523
		Current Tenant	3208 US 64 HWY W	APEX NC 27523
		Current Tenant	3221 US 64 HWY W Suite 100	APEX NC 27523
		Current Tenant	3223 US 64 HWY W	APEX NC 27523
		Current Tenant	3228 US 64 HWY W	APEX NC 27523
		Current Tenant	3301 US 64 HWY W	APEX NC 27523

Created by Town of Apex Planning Department
Date Created: 4/13/2026

#26CZ06

ATTENDEE REPORT

Registration Report

Report generated time 4/30/2026 22:21

Topic	ID	Scheduled Time	Duration (minutes)	# Registrants	# Cancelled registrants
Apex Light Industrial Phase III	837 4584 0961	4/30/2026 17:30	120	3	0

Attendee Details

First Name	Last Name	Email	Registration Time	Approval Status
Sean	Wang	[redacted]	4/20/2026 23:34	approved
Ramana	Salagandla		4/28/2026 13:28	approved
Srikrushna	Kuppireddy		4/29/2026 21:30	approved
Jeff	Hall		Joined by cell phone call to attorney	

#26CZ06

First Neighborhood Meeting Report | Apex Light Industrial Rezoning

Date: April 30, 2026

The applicant opened the meeting and presented the proposed rezoning for property located at 3208 US 64 HWY W. The presentation covered the previous rezoning of the Apex Light Industrial assemblage Ordinance #22CZ21, the purpose of the rezoning as it relates to amending a zoning condition, the overall rezoning process, and the anticipated design of the site. The applicant showed an image of the site plan that was explained to the neighbors.

Main Topics Discussed

Project Background

- Original assemblage rezoned in March 2023 via Ordinance 22CZ21 as Apex Light Industrial TechFlex Conditional District
- Project currently under construction
- Phases 1 and 2 are underway; Phase 3 parcel highlighted in presentation is focus of the rezoning and condition amendment
- Phase 3 transitioning more toward retail uses compared to earlier phases' light industrial/tech flex focus

Rezoning Request

- Application seeks to amend a single zoning condition limiting total square footage for the entire Apex Light Industrial assemblage
- Current condition limits development to 500,000 square feet; proposed amendment would increase limit to 530,000 square feet (adding 30,000 square feet)
- No changes proposed to zoning district (TechFlex Conditional), permitted uses, architectural standards, buffers, or stormwater requirements
- Additional square footage needed to successfully complete Phase 3 construction as design progressed

Timeline and Process

- **Current Status:**
  - Pre-Application meeting completed
  - This is the first neighborhood meeting (beginning of process)
- **Next Steps:**
  - Submit rezoning application by May 1st filing deadline
  - Town to review application

- Application will enter staff review process after submission
- Second neighborhood meeting required before June 16th
- Planning Board hearing likely scheduled for July 13th
- Town Council vote likely scheduled for August 11th

Specific Questions and Responses

1. **Q: Participant stated that he owns property directly adjacent to this parcel on the east side.**
2. **Q: Participant stated that he previously owned property that is part of the Apex Light Industrial rezoning assemblage and expressed no concerns about the rezoning request.**
3. **Q: Participant asked about the gray area shown on the concept plan.**

   A: The applicant explained that this area represented proposed NCDOT right-of-way for the Jenks Rd. Bridge of US 64.
4. **Q: Participant asked if NCDOT purchased this land?**

   A: The applicant explained that area will be dedicated to the Town for the NCDOT project in accordance with a condition in the original rezoning approval as part of the adopted transportation master plan.
5. **Q: Participant discussed belief that his property will also be affected by future right-of-way needs.?**

   A: The applicant explained that any rezoning would be subject to any and all adopted plans for the Town. The benefits from the current project include water service, pump station for sewer, construction of roads and the right-of-way dedication.
6. **Q: Participant asked for a copy of the signed Ordinance #22CZ21.**

   A: A copy of the signed Ordinance was emailed to the participant.
7. **Q: Participant asked for a copy of the presentation?**

   A: A copy of the presentation was emailed to the participant.
8. **Q: Participant shared curiosity related to why go through all this trouble for an extra 30,000 square feet.**

   A: It allows flexibility in design as the plan continues to be revised as the project progresses.

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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.

I, Leticia Shapiro, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Zoom Platform (location/address) on April 30, 2026 (date) from 5:30pm (start time) to 6:30pm (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

April 30, 2026
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Julia Ogden, a Notary Public for the above State and County, on this the 30 day of April, 2026.

SEAL

JULIA OGDEN
NOTARY PUBLIC
WAKE COUNTY, N.C.

_____
Notary Public

Julia Ogden
Print Name

My Commission Expires: June 23, 2029

NOTICE OF NEIGHBORHOOD MEETING

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.

June 29, 2026

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

3208 US 64 Highway W. | 0722-36-8361

Address(es) | PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at http://www.apexnc.org/180. Applications for Rezoning must hold a second Neighborhood Meeting in the month prior to the anticipated public hearing date.

A Neighborhood Meeting is required because this project includes (check all that apply):

	Application Type	Approving Authority
☑	Rezoning (including Planned Unit Development)	Town Council
☐	Major Site Plan	Technical Review Committee (staff)
☑	Minor Site Plan for the uses "Day care facility", "Government service", "School, public or private", "Restaurant, drive-through", or "Convenience store with gas sales"	Technical Review Committee (staff)
☐	Special Use Permit	Board of Adjustment (QJPH*)
☐	Residential Master Subdivision Plan (excludes exempt subdivisions)	Technical Review Committee (staff)

*Quasi-Judicial Public Hearing: The Board of Adjustment cannot discuss the project prior to the public hearing.

The following is a description of the proposal including any proposed long range plan amendments (also see attached map(s) and/or plan sheet(s)):

Rezone for the purpose of amending a condition that limits the maximum square footage of uses developed on the property from 500,000sf to 530,000sf.

Estimated submittal date: May 1, 2026

MEETING INFORMATION:

Property Owner(s) name(s):	VertexSquare LLC
Applicant(s):	VertexSquare LLC c/o Jason Barron, Morningstar Law Group (attorney)
Contact information (email/phone):	jbarron@morningstarlawgroup.com/919-590-0371
Meeting Address:	https://morningstarlaw.group/71326APLIII
Date/Time of meeting**:	July 13, 2026/7pm-8pm

Welcome: 7pm - 7:05pm Project Presentation: 7:05pm - 7:20pm Question & Answer: 7:20pm-8pm

**Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at http://www.apexnc.org/180.

#26CZ06

PROJECT CONTACT INFORMATION

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.

Development Contacts:

Project Name: Apex Light Industrial Phase III Rezoning Zoning: TF-CZ

Location: 3208 US 64 Highway W.

Property PIN(s): 0722-36-8361 Acreage/Square Feet: 8.45

Property Owner: VERTEXSQUARE LLC

Address: 1128 FOREST WILLOW LN

City: MORRISVILLE State: NC Zip: 27560-7178

Phone: 848-248-9229 Email: srinivas.vudutha@gmail.com

Developer:

Address:

City: State: Zip:

Phone: Fax: Email:

Engineer: Jeff Roach, Peak Engineering & Design PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: Email: jroach@peakengineering.com

Builder (if known):

Address:

City: State: Zip:

Phone: Fax: Email:

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

Town of Apex Department Contacts	
Planning Department Main Number (Provide development name or location to be routed to correct planner)	(919) 249-3426
Parks, Recreation & Cultural Resources Department Angela Reincke, Parks Planning Manager	(919) 372-7468
Transportation & Infrastructure Development Russell Dalton, Traffic Engineering Manager	(919) 249-3358
Water Resources Department Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control) Matt Reker, Utility Engineer/FOG Program Manager (Water & Sewer)	(919) 249-3537 (919) 946-4394
Electric Utilities Division Jared Harris, Electric Technical Services Manager	(919) 372-7466

#26CZ06

HOW TO PARTICIPATE IN THE JULY 13, 2026, NEIGHBORHOOD MEETING

To participate by PC, Mac, or iPad devise, go to https://morningstarlaw.group/71326APLIII to register for the meeting. (Registration is necessary as we are required by the Town of Apex to have a record of attendance.) You may also scan the registration QR Code to register.

- Upon Registration, you Will receive a confirmation email with instructions on how to Access the meeting
- To attend the meeting via phone,
- Dial one of the following numbers:

REGISTRATION QR CODE

Dial one of the following numbers:

- +1 301 715 8592
- +1 305 224 1968
- +1 309 205 3325
- +1 312 626 6799
- +1 646 931 3860
- +1 929 436 2866
- +1 253 205 0468
- +1 253 215 8782

Webinar ID: 869 2838 3017
Passcode: 925416

- For attendance purposes as required by the Town of Apex, individuals participating via telephone will be unmuted and asked to identify themselves including their name and address.

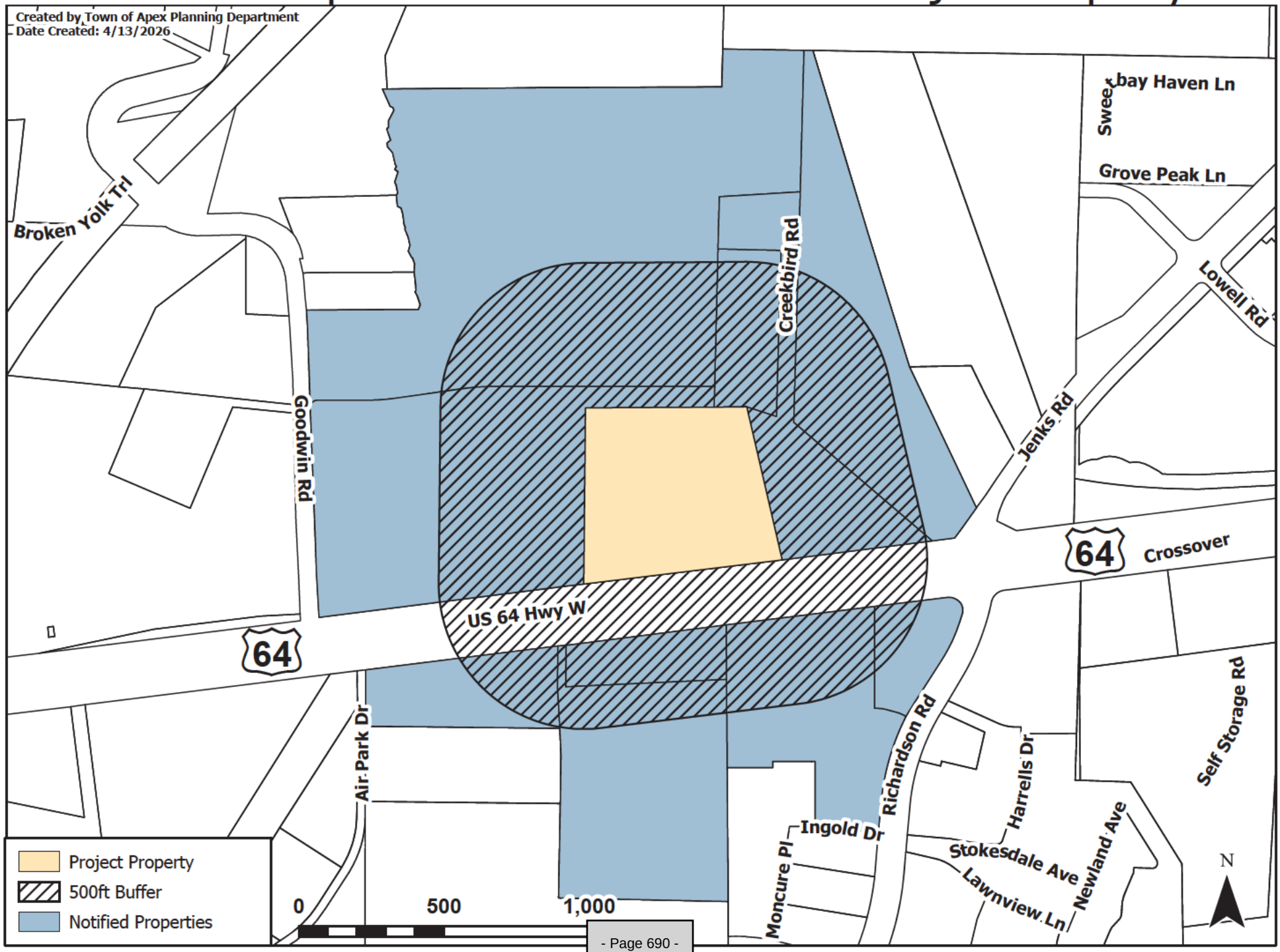
If you have difficulty registering, you can call Leticia Shapiro at **(919) 590-0366** or email tshapiro@morningstarlawgroup.com prior to the meeting for assistance. If you have difficulty connecting during the meeting, please email tshapiro@morningstarlawgroup.com and the meeting link will be sent to help assist.

During the meeting, participants will be muted by default. Also, participants' video will be off by default, i.e. only the presenters will be visible.

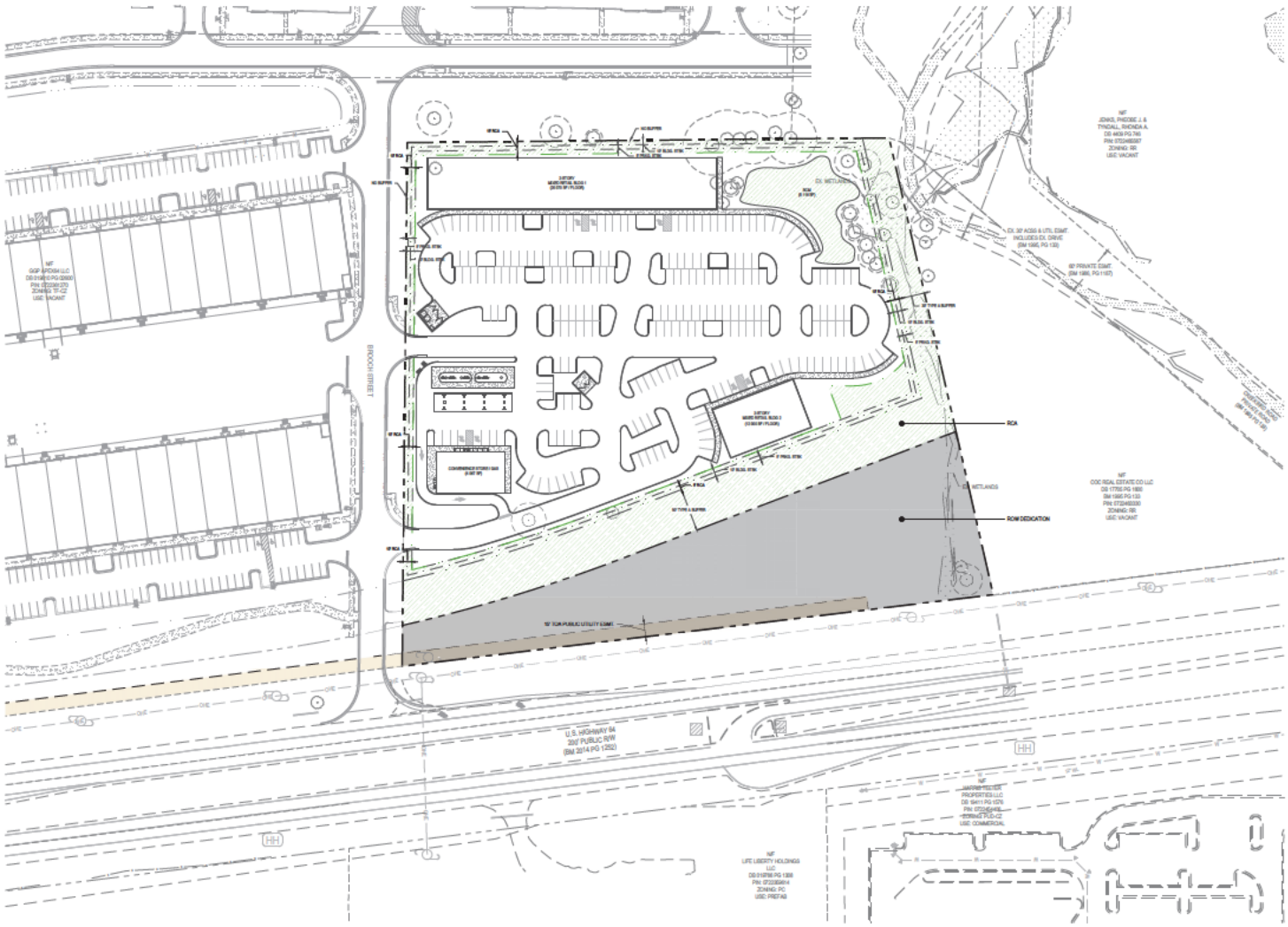
If you are participating via your computer, iPhone or Android device, you can submit questions/comments by using the Raise Hand and/or the Q&A features. We will not use the Chat feature. If you use Raise Hand, a panelist will either unmute you to allow you to speak to solicit your questions/comments.

If you are participating via telephone, you can submit questions/comments prior to and during the meeting via email at tshapiro@morningstarlawgroup.com.

#26CZ06 Notified Properties within 500ft of the Project Property



#26CZ06



SITE DATA	
OWNER	VERTXSQUARE, LLC.
SITE ADDRESS	3208 US 64 HIGHWAY W. APEX, NC 27523
PIN	0722-36-8361
REAL ID	76963
ACREAGE	8.45 AC. (368,082 SF)
DB, PG	DB 18945, PG 1588
2045 LAND USE MAP	LUM ZONING
EXISTING USE	RES. < 10 AC.
EXISTING ZONING	TF-CZ
TOWNSHIP	WHITE OAK
WATERSHED	PRIMARY WATERSHED PROTECTION OVERLAY DISTRICT
RIVER BASIN	CAPE FEAR
FEMA MAP	MAP#3720067200K DATE 07.19.22
HISTORICAL	NIA PER NC SHPO
APPROVED REZONING	22CZ21
ANNEXATION	FUTURE REQUIRED
ROW DEDICATION	1.76 AC. (76,580 SF)
NEW TRACT AREA	6.69 AC. (291,502 SF)
DEVELOPMENT TYPE - COMMERCIAL	
PROPOSED USE	COMMERCIAL MIXED-USE
CONVENIENCE STORE / GAS STATION	4,067 SF
2-STORY MIXED RETAIL BLDG 1 (20,570 SF / FL)	40,140 SF
2-STORY MIXED RETAIL BLDG 2 (12,000 SF / FL)	24,000 SF
TOTAL BUILDING AREA	68,207 SF
BUILDING DETAILS	
BUILDING HEIGHT	XX'
BUILDING STORIES	X STORIES
BUILDING SETBACKS - COMMERCIAL	
US HIGHWAY 64 (PRIMARY STREET)	10' FROM ESTABLISHED BUFFERS
BROOCH STREET (WEST SIDE STREET)	10' FROM ESTABLISHED BUFFERS
EAST SIDE LOT LINE	10' FROM ESTABLISHED BUFFERS
REAR LOT LINE	10' FROM ESTABLISHED BUFFERS
BUILD UPON AREA	
MAX. BUILD UPON AREA	4.68 AC. (70 %)
PROPOSED BUILD UPON AREA	XX' AC. (XX %)
PARKING SETBACKS - COMMERCIAL	
US HIGHWAY 64 (PRIMARY STREET)	5' FROM ESTABLISHED BUFFERS
BROOCH STREET (WEST SIDE STREET)	5' FROM ESTABLISHED BUFFERS
EAST SIDE LOT LINE	5' FROM ESTABLISHED BUFFERS
REAR LOT LINE	5' FROM ESTABLISHED BUFFERS
PARKING	
CONVENIENCE STORE / GAS STATION (4,067 SF)	1 SPACE / 300 SF + VEHICLE STACKING
	14 SPACES REQUIRED
	14 SPACES PROVIDED
MIXED RETAIL BLDG 1 (40,140 SF)	1 SPACE / 300 SF
	134 SPACES REQUIRED
	134 SPACES PROVIDED
MIXED RETAIL BLDG 2 (24,000 SF)	1 SPACE / 300 SF
	80 SPACES REQUIRED
	80 SPACES PROVIDED
TOTAL PARKING REQUIRED	228 SPACES REQUIRED
TOTAL PARKING PROVIDED	228 SPACES PROVIDED
ADA PARKING CALCS.	201 TO 300 = 7
ADA PARKING REQUIRED	7 SPACES
ADA PARKING PROVIDED	8 SPACES
RCA	
RCA REQUIRED (25%)	1.67 AC. (72,876 SF)
RCA (PERIMETER BUFFERS)	42,662 SF
RCA (SCM) + OTHER	30,363 SF
RCA PROVIDED	1.98 AC. (73,025 SF)
IMPERVIOUS	
NET TRACT AREA	XX AC. (XX SF)
EXISTING IMPERVIOUS	XX AC. (XX SF)
LOT AREA MAX.	XX SF (XX%)
BUILDINGS	(XX SF)
SIDEWALKS	(XX SF)
ROADWAY B-B	(XX SF)
LOT AREA IMPERVIOUS (MAX. ALLOWED)	XX SF (XX%)

PEAK Engineering & Design
1125 Apex Parkway | Apex, NC 27502
ph: 919.439.0100
www.PeakEngineering.com

APEX LIGHT INDUSTRIAL - PHASE III
3208 US 64 HIGHWAY WEST
APEX, NC
WAKE COUNTY

Date	Project No.
12.18.25	250401
	Sheet No. SP-3

#26CZ06

SITE ADDRESS	PIN NUMBER	OWNER	MAILING ADDRESS	
1475 GOODWIN RD	0722361270	GGP APEX64 LLC	3904 BOSTON ST STE 402	BALTIMORE MD 21224-5834
7517 CREEKBIRD RD	0722461777	HALL, STEPHEN J COLGAN, VIRGINIA A	7517 CREEKBIRD RD	APEX NC 27523-8463
2810 TEACHEY PL	0722454406	HARRIS TEETER PROPERTIES LLC	701 CRESTDALE RD	MATTHEWS NC 28105-1700
2800 TEACHEY PL	0722457646	HARRIS TEETER PROPERTIES LLC	701 CRESTDALE RD	MATTHEWS NC 28105-1700
8324 JENKS RD	0722465567	JENKS, PHEOBE JEANNE	2286 GUM SPRINGS CHURCH RD	PITTSBORO NC 27312-6643
3221 US 64 HWY W	0722359614	LIFE LIBERTY HOLDINGS LLC	3221 US 64 HWY W	APEX NC 27523-8442
0 GOODWIN RD	0722375150	MPC RALEIGH LLC	189 S ORANGE AVE STE 1170	ORLANDO FL 32801-3266
3223 US 64 HWY W	0722358117	SMITH, STALEY C	PO BOX 457	APEX NC 27502-0457
3301 US 64 HWY W	0722352562	SMITH, STALEY C SMITH, AARON E JR	PO BOX 457	APEX NC 27502-0457
3208 US 64 HWY W	0722368361	VERTEXSQUARE LLC	1128 FOREST WILLOW LN	MORRISVILLE NC 27560-7178
7501 CREEKBIRD RD	0722463330	WANG, XIANG TRUSTEE QU, XIAOYAN TRUSTEE	200 RICHELIEU DR	CARY NC 27518-8635
		APEX TOWN OF	PO BOX 250	APEX NC 27502
		Current Tenant	1475 Goodwin RD	APEX NC 27523
		Current Tenant	1485 Goodwin RD	APEX NC 27523
		Current Tenant	2880 Lowell RD	APEX NC 27523
		Current Tenant	2910 Lowell RD	APEX NC 27523
		Current Tenant	2800 Teachey PL	APEX NC 27523
		Current Tenant	2810 Teachey PL	APEX NC 27523
		Current Tenant	3208 US 64 HWY W	APEX NC 27523
		Current Tenant	3221 US 64 HWY W Suite 100	APEX NC 27523
		Current Tenant	3223 US 64 HWY W	APEX NC 27523
		Current Tenant	3228 US 64 HWY W	APEX NC 27523
		Current Tenant	3301 US 64 HWY W	APEX NC 27523

Created by Town of Apex Planning Department
Date Created: 4/13/2026

#26CZ06

NEIGHBORHOOD MEETING SIGN-IN SHEET

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.

Meeting Address: https://morningstarlaw.group/71326APLIII

Date of meeting: July 13, 2026 Time of meeting: 7:00 pm - 8:00 pm

Property Owner(s) name(s): VertexSquare LLC

Applicant(s): VertexSquare LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

	NAME/ORGANIZATION	ADDRESS	PHONE #	EMAIL	SEND PLANS & UPDATES
1.	No attendees				☐
2.					☐
3.					☐
4.					☐
5.					☐
6.					☐
7.					☐
8.					☐
9.					☐
10.					☐
11.					☐
12.					☐
13.					☐
14.					☐

Use additional sheets, if necessary.

#26CZ06

SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

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.

Property Owner(s) name(s): VertexSquare LLC

Applicant(s): VertexSquare LLC

Contact information (email/phone): Jason Barron Morningstar Law Group-(919) 590-0371-jbarron@morningstarlawgroup.com

Meeting Address: https://morningstarlaw.group/71326APLIII

Date of meeting: July 13, 2026 Time of meeting: 7:00 pm - 8:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:
N/A

Applicant's Response:
N/A

Question/Concern #2:
N/A

Applicant's Response:
N/A

Question/Concern #3:
N/A

Applicant's Response:
N/A

Question/Concern #4:
N/A

Applicant's Response:
N/A

AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

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.

I, Leticia Shapiro, do hereby declare as follows:
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Minor Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7.B *Neighborhood Meeting*.

2. The meeting invitations were mailed to the Apex Planning Department, all property owners and tenants abutting and within 500 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.

3. The meeting was conducted at Zoom Virtual Meeting/https://morningstarlaw.group/71326APLIII (location/address) on July 13, 2026 (date) from 7:00pm (start time) to 8:00pm (end time).

4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.

5. I have prepared these materials in good faith and to the best of my ability.

7/14/26
Date

By: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Paula H. Zorio, a Notary Public for the above State and County, on this the 14th day of July, 2026.

SEAL

PAULA H. ZORIO
NOTARY PUBLIC
WAKE COUNTY, N.C.

Notary Public

Paula H. Zorio
Print Name

My Commission Expires: 3/26/29

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ06
Apex Light Industrial Phase III

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: VertexSquare LLC
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design
Property Addresses: 3208 US 64 Highway West
Acreage: ±8.45 acres
Property Identification Numbers (PINs): 0722368361
2045 Land Use Map Designation: Office Employment/Commercial Services
Existing Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)
Proposed Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Separate comments must be provided for the two public hearings by the deadlines specified below.

Planning Board Public Hearing Date and Time: September 14, 2026 4:30 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

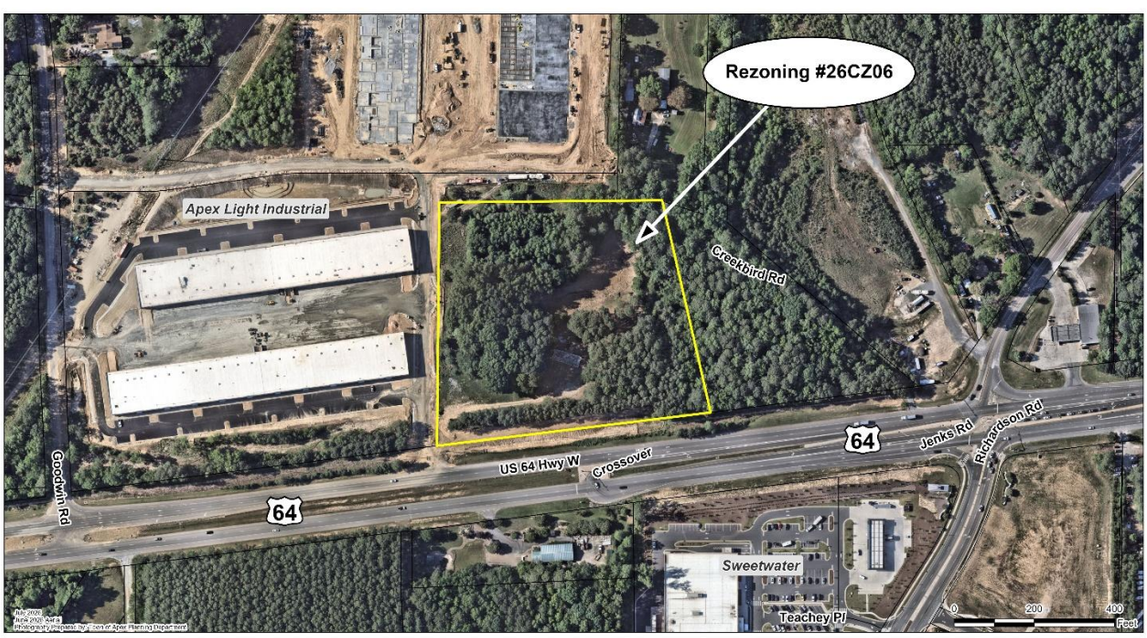
If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the clerk of the Planning Board, Jeri Pederson (322 N. Mason Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Planning Board vote. You must provide your name and address for the record. The written statements will be delivered to the Planning Board prior to their vote. Please include the Public Hearing name in the subject line.

Town Council Public Hearing Date and Time: September 22, 2026 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council prior to their vote. Please include the Public Hearing name in the subject line.

Vicinity Map:



Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/54667.

Dianne F. Khin, AICP
Planning Director

Published Dates: August 28 – September 22, 2026

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Infor-Rhythm files Conditions Rezoning-PUD Zoning Verification PubNoticeTemp Infor All Bookmarks
All tools Edit Convert E-Sign 26CZ06 Apex L.... Share

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARINGS

CONDITIONAL ZONING #26CZ06
Apex Light Industrial Phase III

Pursuant to the provisions of North Carolina General Statutes §160D-602 and to the Town of Apex Unified Development Ordinance (UDO) Section 2.2.11, notice is hereby given of public hearings before the Planning Board and Town Council of the Town of Apex. The purpose of these hearings is to consider the following:

Applicant: VertexSquare LLC
Authorized Agents: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design
Property Addresses: 3208 US 64 Highway West
Acreage: ±8.45 acres
Property Identification Numbers (PINs): 0722368361
2045 Land Use Map Designation: Office Employment/Commercial Services
Existing Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)
Proposed Zoning of Properties: Tech/Flex-Conditional Zoning (TF-CZ)

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd Floor
73 Hunter Street, Apex, North Carolina

Separate comments must be provided for the two public hearings by the deadlines specified below.

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Property owners, tenants, and neighborhood associations within 500 feet of the proposed conditional zoning have been sent this notice via first class mail. All interested parties may submit comments with respect to the application by the means specified above. In addition to the above map, the location of the property may be viewed online at https://maps.raleighnc.gov/imaps. The 2045 Land Use Map may be viewed online at www.apexnc.org/DocumentCenter/View/478. You may call 919-249-3426, Planning Department, with questions or for further information. To view the petition and related documents on-line: https://www.apexnc.org/DocumentCenter/View/54667.

Dianne F. Khin, AICP
Planning Director

Published Dates: August 28 – September 22, 2026

Search 8:39 AM 8/28/2026

TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ06
Apex Light Industrial Phase III

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: VertexSquare LLC
Agente autorizados: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design
Dirección de las propiedad: 3208 US 64 Highway West
Superficie: ±8.45 acres
Números de identificación de la propiedad: 0722368361
Designación en el Mapa de Uso Territorial para 2045: Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)
Ordenamiento territorial propuesto para la propiedad: Tech/Flex-Conditional Zoning (TF-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios para cada una de las dos audiencias públicas deben presentarse por separado en los plazos especificados a continuación.

Fecha y hora de la audiencia pública de la Junta de Planificación: 14 **de septiembre de 2026 4:30 P.M.**

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

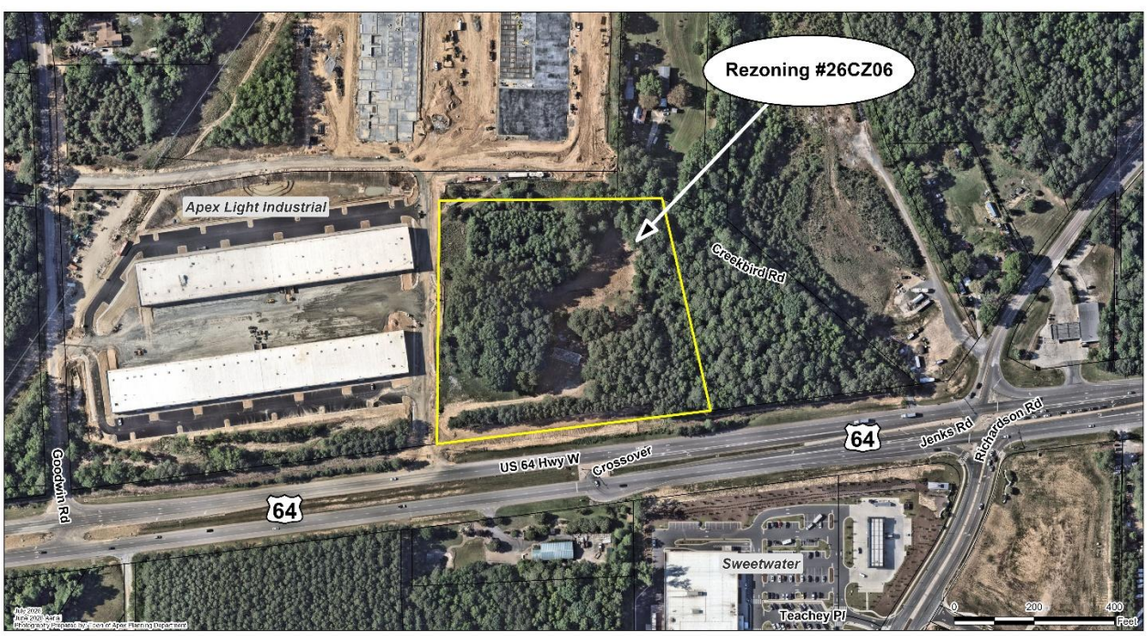
Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (322 N. Mason Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Fecha y hora de la audiencia pública del Consejo Municipal: 22 de septiembre de 2026 6:00 PM

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:



Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/54667.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 28 de agosto - 22 de septiembre de 2026

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TOWN OF APEX
PO BOX 250
APEX, NORTH CAROLINA 27502
TELÉFONO 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

ORDENAMIENTO TERRITORIAL CONDICIONAL #26CZ06

Apex Light Industrial Phase III

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-602 y con la Sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del Ayuntamiento de Apex, por la presente se notifican las audiencias públicas ante la Junta de Planificación y el Consejo Municipal del Ayuntamiento de Apex. El propósito de estas audiencias es considerar lo siguiente:

Solicitante: VertexSquare LLC
Agente autorizados: Jason Barron and Leticia Shapiro, Morningstar Law Group; Jeff Roach, Peak Engineering and Design
Dirección de las propiedad: 3208 US 64 Highway West
Superficie: ±8.45 acres
Números de identificación de la propiedad: 0722368361
Designación en el Mapa de Uso Territorial para 2045: Office Employment/Commercial Services
Ordenamiento territorial existente de la propiedad: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)
Ordenamiento territorial propuesto para la propiedad: Tech/Flex-Conditional Zoning (TF-CZ)

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2º piso
73 Hunter Street, Apex, Carolina del Norte

Los comentarios para cada una de las dos audiencias públicas deben presentarse por separado en los plazos especificados a continuación.

Fecha y hora de la audiencia pública de la Junta de Planificación: 14 de septiembre de 2026 4:30 P.M.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la secretaría de la Junta de Planificación, Jeri Pederson (322 N. Mason Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación de la Junta de Planificación. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán a la Junta de Planificación antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Fecha y hora de la audiencia pública del Consejo Municipal: 22 de septiembre de 2026 6:00 PM

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede enviar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la oficina del Secretario Municipal (73 Hunter Street o por correo USPS a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Mapa de las inmediaciones:

Los propietarios, inquilinos y asociaciones de vecinos en un radio de 500 pies del Ordenamiento Territorial Condicional propuesto han recibido esta notificación por correo postal de primera clase. Todas las partes interesadas pueden presentar comentarios sobre la solicitud a través de los medios especificados anteriormente. La ubicación de la propiedad también puede verse aquí: https://maps.raleighnc.gov/imaps. Puede ver el Mapa de Uso Territorial para 2045 aquí: www.apexnc.org/DocumentCenter/View/478. Si tiene preguntas o desea obtener más información, puede comunicarse con el Departamento de Planificación al 919-249-3426. Puede ver la solicitud y otros documentos relacionados aquí: https://www.apexnc.org/DocumentCenter/View/54667.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 28 de agosto - 22 de septiembre de 2026

Search 8:40 AM 8/28/2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
PHONE 919-249-3426

AFFIDAVIT CERTIFYING
Public Notification – Written (Mailed) Notice

Section 2.2.11
Town of Apex Unified Development Ordinance

Project Name:	Conditional Zoning #26CZ06
Project Location:	3208 US 64 Highway West
Applicant:	VertexSquare LLC
Planning Board/Town Council Public Hearing Date:	September 14, 2026 September 22, 2026
Project Planner:	Joshua Killian

This is to certify that I, as Planning Director, mailed or caused to have mailed by first class postage for the above mentioned project on August 28, 2026, a notice containing the time and place, location, nature and scope of the application, where additional information may be obtained, and the opportunity for interested parties to be heard, to the property owners and tenants within 500' of the land subject to notification. I further certify that I relied on information from the Wake County Tax Assessor and the Town of Apex Master Address Repository provided to me by Town of Apex GIS Staff as to accuracy of the list and accuracy of mailing addresses of property owners and tenants within 500' of the land subject to notification.

8/31/2026
Date

Planning Director

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, LAUREN J SISSON, a Notary Public for the above State and County, this the 31st day of AUGUST, 2026.

Notary Public

LAUREN J SISSON
Notary Public - North Carolina
Wake County
My Commission Expires Oct 3, 2027

My Commission Expires: 10/3/2027

Public Hearing Sign Posted By:

Signature

5-12-2026

Date

PLANNING BOARD REPORT TO TOWN COUNCIL

Rezoning Case: #26CZ06 Apex Light Industrial Phase III

Planning Board Meeting Date: September 14, 2026

Report Requirements:

Per NCGS §160D-604(b), all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Per NCGS §160D-604(d), the Planning Board shall advise and comment on whether the proposed action is consistent with all applicable officially adopted plans, and provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the Town Council.

PROJECT DESCRIPTION:

Acreage: ±8.45 acres

PIN(s): 0722368361

Current Zoning: Tech/Flex-Conditional Zoning (TF-CZ #22CZ21)

Proposed Zoning: Tech/Flex-Conditional Zoning (TF-CZ)

2045 Land Use Map: Office Employment/Commercial Services

Town Limits: ETJ

Applicable Officially Adopted Plans:

The Board must state whether the project is consistent or inconsistent with the following officially adopted plans, if applicable. Applicable plans have a check mark next to them.

☑ 2045 Land Use Map

☑ Consistent ☐ Inconsistent Reason: _____

☑ Apex Transportation Plan

☑ Consistent ☐ Inconsistent Reason: _____

☑ Parks, Recreation, Open Space, and Greenways Plan

☑ Consistent ☐ Inconsistent Reason: _____

Legislative Considerations:

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest.

1. *Consistency with 2045 Land Use Plan*. The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Plan.

   ☑ Consistent ☐ Inconsistent Reason: _____

2. *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

   ☑ Consistent ☐ Inconsistent Reason: _____

3. *Zoning district supplemental standards*. The proposed Conditional Zoning (CZ) District use's compliance with Sec. 4.4 *Supplemental Standards*, if applicable.

   ☑ Consistent ☐ Inconsistent Reason: _____

4. *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

   ☑ Consistent ☐ Inconsistent Reason: _____

5. *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

   ☑ Consistent ☐ Inconsistent Reason: _____

6. *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.
   ☑ Consistent ☐ Inconsistent Reason: _____

7. *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.
   ☑ Consistent ☐ Inconsistent Reason: _____

8. *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.
   ☑ Consistent ☐ Inconsistent Reason: _____

9. *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.
   ☑ Consistent ☐ Inconsistent Reason: _____

10. *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.
    ☑ Consistent ☐ Inconsistent Reason: _____

Planning Board Recommendation:

Motion: Recommend approval.

Introduced by Planning Board member: Alyssa Byrd

Seconded by Planning Board member: Mark Spanioli

☑ *Approval*: the project is consistent with all applicable officially adopted plans and the applicable legislative considerations listed above.

☐ *Approval with conditions*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above, so the following conditions are recommended to be included in the project in order to make it fully consistent:

☐ *Denial*: the project is not consistent with all applicable officially adopted plans and/or the applicable legislative considerations as noted above.

With 8 Planning Board Member(s) voting "aye"

With 0 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 14th day of September 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.09.14 16:47:44 -04'00'

Amanda Bunce, Assistant Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: September 22, 2026

Item Details

Presenter(s): Amanda Bunce, Assistant Director

Department(s): Planning

Requested Motion

This item must be continued as the Planning Board has not yet made a recommendation.

Public Hearing and possible motion regarding amendments to the Unified Development Ordinance (UDO) regarding the method of board appointments.

Approval Recommended?

At the September 14. 2024, meeting, the Planning Board voted to continue this item until the October 12, 2026, Planning Board meeting. The motion to continue passed by a vote of 7 to 2.

Item Details

1. Amendments to Secs. 2.1.2 *Review and Decision-making Bodies, Planning Board and* 2.1.3 *Review and Decision-making Bodies, Board of Adjustment* in order to change the method for how board members are appointed.

Attachments

- PH3-A1: Planning Board Report to Town Council- Unified Development Ordinance (UDO) Amendments– September 2026
- PH3-A2: Planning Board Report to Town Council- Unified Development Ordinance (UDO) Dissenting member Alyssa Byrd comments.
- PH3-A3: Planning Board Report to Town Council- Unified Development Ordinance (UDO) Dissenting member Steven Rhodes comments.
- PH3-A4: Public Notification of Public Hearing - Unified Development Ordinance (UDO) Amendments– September 2026

PLANNING BOARD REPORT TO TOWN COUNCIL
Unified Development Ordinance Amendments

Planning Board Meeting Date:September 14, 2026

Report Requirements:

Per NCGS §160D-604, all proposed amendments to the zoning ordinance or zoning map shall be submitted to the Planning Board for review and comment. If no written report is received from the Planning Board within 30 days of referral of the amendment to the Planning Board, the Town Council may act on the amendment without the Planning Board report. The Town Council is not bound by the recommendations, if any, of the Planning Board.

Planning Board Recommendation:

Motion: Recommend item to be continued to October 12, 2026.

Introduced by Planning Board member: Keith Braswell

Seconded by Planning Board member: Mary Petersen

☐ Approval of the proposed UDO amendment(s)

☐ Approval of the proposed UDO amendment(s) with the following conditions:

☐ Denial of the proposed UDO amendment(s)

With 7 Planning Board Member(s) voting "aye"

With 2 Planning Board Member(s) voting "no"

Reasons for dissenting votes:

See attached forms.

This report reflects the recommendation of the Planning Board, this the 14th day of September 2026.

Attest:

Keith Braswell, Planning Board Chair

Amanda Bunce Digitally signed by Amanda Bunce Date: 2026.09.14 19:37:25 -04'00'

Amanda Bunce, Assistant Planning Director

PLANNING BOARD REPORT TO TOWN COUNCIL

Dissenting Member Comments

Planning Board Member Name: Alyssa Byrd

Meeting Date: September 14, 2026

☐ Rezoning # _____

☐ Long Range Plan amendment(s)_____

☒ Other Amendment to the UDO on board appointments

Reason(s) for dissenting vote:

Per discussion within the meeting, I recommend approval of these UDO amendments with the suggestion to strike the first sentence of 2.1.2(b)(f) and 2.1.3(b)(e). I think this reasonably balances the interests of the Mayor and Council while adding additional structure to the process. As proposed, I do not agree that Council should have authority to override the Mayor's appointment, but should retain the ability to decline an appointment.

PLANNING BOARD REPORT TO TOWN COUNCIL

Dissenting Member Comments

Planning Board Member Name: Steven Rhodes

Meeting Date: 12/14/25

☐ Rezoning # _____

☐ Long Range Plan amendment(s)_____

☒ Other UDO Amendment #1

Reason(s) for dissenting vote:

Not supporting. Recommendation needs to come from Mayor with enforceable time to respond.

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Pursuant to the provisions of North Carolina General Statutes §160D-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance that are applicable Town-wide:

Requested by Town Council:

1. Amendments to Secs. 2.1.2 *Review and Decision-making Bodies, Planning Board and* 2.1.3 *Review and Decision-making Bodies, Board of Adjustment* in order to change the method for how board members are appointed.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: September 22, 2026, 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council members prior to their vote. Please include the Public Hearing name in the subject line.

The UDO can be accessed online at: http://www.apexnc.org/233.

Dianne F. Khin, AICP
Planning Director

Published Dates: September 4, 2026 – September 22, 2026

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS

Modificación de la Ordenanza de Desarrollo Unificado (UDO)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-601 y con la sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del pueblo de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del pueblo de Apex a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado que se aplican a todo el pueblo:

Solicitado por el ayuntamiento:

1. Enmiendas a las Secciones 2.1.2 *Órganos de Revisión y Toma de Decisiones, Junta de Planificación y* 2.1.3 *Órganos de Revisión y Toma de Decisiones, Junta de Ajuste* con el fin de modificar el método de nombramiento de los miembros de dichas juntas.

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2.º piso
73 Hunter Street, Apex, North Carolina

Fecha y hora de la audiencia pública del Consejo Municipal: 22 de septiembre de 2026, 6:00 p.m.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede proporcionar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la Oficina de la Secretaria Municipal (73 Hunter Street o por correo postal a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Se puede acceder a la UDO en línea en http://www.apexnc.org/233.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 4 de septiembre de 2026 - 22 de septiembre de 2026

UDO-_Legal-Ad_September-Combined
https://www.apexnc.org/DocumentCenter/View/56158/UDO-_Legal-Ad_September-Combined?bidId=
Team Apex Landin... Town of Apex, Nor... Planning Departm... 2045LUM_0409202... Development in A... iMAPS Home Books! Online Rec... PL Team - Internal... Design and Develo... Watershed Protecti... Apex Utility Distrib... Other favorites
Draw 1 of 2 Edit with Acrobat

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

PUBLIC NOTIFICATION OF PUBLIC HEARING

AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE (UDO)

Pursuant to the provisions of North Carolina General Statutes §160D-601 and to the Town of Apex Unified Development Ordinance (UDO) Sec. 2.2.11, notice is hereby given of a public hearing before the Town Council of the Town of Apex for the purpose of soliciting comments relative to the following amendment(s) to the Unified Development Ordinance that are applicable Town-wide:

Requested by Town Council:

1. Amendments to Secs. 2.1.2 *Review and Decision-making Bodies, Planning Board and* 2.1.3 *Review and Decision-making Bodies, Board of Adjustment* in order to change the method for how board members are appointed.

Public Hearing Location: Apex Town Hall
Council Chamber, 2nd floor
73 Hunter Street, Apex, North Carolina

Town Council Public Hearing Date and Time: September 22, 2026, 6:00 PM

You may attend the meeting in person or view the meeting through the Town's YouTube livestream at: https://www.youtube.com/c/townofapexgov.

If you are unable to attend, you may provide a written statement by email to public.hearing@apexnc.org, or submit it to the Office of the Town Clerk (73 Hunter Street or USPS mail - P.O. Box 250, Apex, NC 27502), at least two business days prior to the Town Council vote. You must provide your name and address for the record. The written statements will be delivered to the Town Council members prior to their vote. Please include the Public Hearing name in the subject line.

The UDO can be accessed online at: http://www.apexnc.org/233.

Dianne F. Khin, AICP
Planning Director

Published Dates: September 4, 2026 – September 22, 2026

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8:15 AM 9/4/2026

UDO-_Legal-Ad_September-Combined
https://www.apexnc.org/DocumentCenter/View/56158/UDO-_Legal-Ad_September-Combined?bidId=
Team Apex Landin... Town of Apex, Nor... Planning Departm... 2045LUM_0409202... Development in A... iMAPS Home Books! Online Rec... PL Team - Internal... Design and Develo... Watershed Protecti... Apex Utility Distrib... Other favorites
Draw 2 of 2 Edit with Acrobat

TOWN OF APEX
POST OFFICE BOX 250
APEX, NORTH CAROLINA 27502
TEL. 919-249-3426

NOTIFICACIÓN PÚBLICA DE AUDIENCIAS PÚBLICAS
Modificación de la Ordenanza
de Desarrollo Unificado (UDO)

De conformidad con las disposiciones de los Estatutos Generales de Carolina del Norte §160D-601 y con la sección 2.2.11 de la Ordenanza de Desarrollo Unificado (UDO) del pueblo de Apex, por la presente se notifican las audiencias públicas ante el Consejo Municipal del pueblo de Apex a fin de solicitar comentarios relativos a la siguiente modificación de la Ordenanza de Desarrollo Unificado que se aplican a todo el pueblo:

Solicitado por el ayuntamiento:

1. Enmiendas a las Secciones 2.1.2 *Órganos de Revisión y Toma de Decisiones, Junta de Planificación y* 2.1.3 *Órganos de Revisión y Toma de Decisiones, Junta de Ajuste* con el fin de modificar el método de nombramiento de los miembros de dichas juntas.

Lugar de la audiencia pública: Ayuntamiento de Apex
Cámara del Consejo, 2.º piso
73 Hunter Street, Apex, North Carolina

Fecha y hora de la audiencia pública del Consejo Municipal: 22 de septiembre de 2026, 6:00 p.m.

Puede asistir a la reunión de manera presencial o seguir la transmisión en directo por YouTube a través del siguiente enlace: https://www.youtube.com/c/townofapexgov.

Si no puede asistir, puede proporcionar una declaración escrita por correo electrónico a public.hearing@apexnc.org, o presentarla a la Oficina de la Secretaría Municipal (73 Hunter Street o por correo postal a P.O. Box 250, Apex, NC 27502), al menos dos días hábiles antes de la votación del Consejo Municipal. Debe proporcionar su nombre y dirección para que conste en el registro. Las declaraciones escritas se entregarán al Consejo Municipal antes de la votación. No olvide incluir el nombre de la audiencia pública en el asunto.

Se puede acceder a la UDO en línea en http://www.apexnc.org/233.

Dianne F. Khin, AICP
Directora de Planificación

Fechas de publicación: 4 de septiembre de 2026 - 22 de septiembre de 2026

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8:16 AM 9/4/2026

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: REGULAR MEETING AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Discussion, consider providing additional guidance to the Town Clerk about deferring this item until October 13, 2026 with the Unified Development Ordinance (UDO) Amendment, or consider a possible motion to adopt the ordinance amending the Town Code of Ordinances to update the Resident Advisory Board appointment process for the Environmental Advisory Board, Culture and Arts Advisory Board, Multimodal Transportation Advisory Board, and Parks and Recreation Advisory Board.

Approval Recommended?

TBD

Item Details

At the direction of the Town Council, staff has prepared amendments to the Town Code of Ordinances related to the appointment process for members of the Town's Resident Advisory Boards. The proposed amendments apply to the Environmental Advisory Board, Culture and Arts Advisory Board, Multimodal Transportation Advisory Board, and Parks and Recreation Advisory Board, which are established within the Town Code. Similar amendments addressing the Planning Board and Board of Adjustment are being considered separately through amendments to the Unified Development Ordinance (UDO).

Currently, members of these Resident Advisory Boards are recommended by the Mayor and appointed by the Town Council. The proposed Town Code amendments are intended to establish a more consistent and defined appointment process across the Town's advisory boards. Consistent with the proposed UDO amendments, the changes would establish timelines for mayoral recommendations and clarify the process available to the Town Council when a recommended applicant is not appointed or when a mayoral recommendation is not received within the established timeframe. The companion UDO amendments provide for mayoral recommendations to be submitted at least 30 calendar days before the expiration of a scheduled term, or within 30 calendar days following notice of an unscheduled vacancy, and allow the

Town Council to appoint another qualified applicant without an additional mayoral recommendation under specified circumstances.

The amendments are intended to provide greater clarity and consistency in the appointment process while maintaining the existing structure and responsibilities of each Resident Advisory Board. The proposed changes do not otherwise modify the purpose, composition, qualifications, or duties of the affected boards.

The ordinance amendment would revise Chapter 2 – Administration, Article IV. Apex Environmental Advisory Board; Article V. Culture and Arts Advisory Board; Article VI. Multimodal Transportation Advisory Board; and Chapter 15 – Parks and Recreation Advisory Board to incorporate the revised appointment process.

Attachments

- RA1-A1: Ordinance Amendment - Chapter 2 – Administration, Article IV. Apex Environmental Advisory Board; Article V. Culture and Arts Advisory Board; Article VI. Multimodal Transportation Advisory Board; and Chapter 15 – Parks and Recreation Advisory Board – ***pending***

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: REGULAR MEETING AGENDA

Meeting Date: September 22, 2026

Item Details

Presenter(s): John Mullis, Director

Department(s): Public Works

Requested Motion

Possible motion to adopt the Ordinance amending Chapter 12 – Municipal Utilities and Services, Article V – Yard Waste Collection of the Town of Apex Code of Ordinances, effective January 1, 2027, as recommended by Town staff.

Approval Recommended?

Yes

Item Details

Town Council has previously discussed changes to the Town's Yard Waste Program, including collection frequency, service limitations, grass clipping collection, and the future transition to containerized service. On July 1, 2026, ordinance amendments became effective establishing updated yard waste collection requirements, including a two-cubic-yard collection limit.

At the 2026 Town Council Retreat, Councilmember Zegerman moved to direct staff to initiate the phased elimination of grass-only collection effective July 1, 2026, and implement containerization beginning July 1, 2028. The motion died for lack of a second. Councilmember Zegerman subsequently moved, seconded by Councilmember Gray, to direct staff to begin immediate public communication regarding Council's intent to eliminate grass collection effective July 1, 2026, with enforcement at the discretion of the Town Manager or their designee. The motion passed 3-2, with Mayor Pro-Tempore Mahaffey and Councilmember Reese dissenting.

On August 11, 2026, Town Council approved a five-year yard waste disposal agreement with Liberty Waste Solutions for currently accepted yard waste materials, excluding grass clippings. During the September 15, 2026 Work Session, staff provided additional information regarding disposal capacity and advised Council that the Town's contracted disposal facility cannot accept grass clippings.

The proposed ordinance amendment removes grass clippings from materials eligible for Town curbside collection and continues bi-weekly, year-round yard waste collection, with seasonal collection during peak leaf season. The ordinance also maintains the two-cubic-yard collection limit and provisions for excess yard waste collection for a fee.

If approved, the ordinance amendments will become effective January 1, 2027.

Attachments

- RA2-A1: Ordinance: Yard Waste Ordinance BEFORE Containerization January 1, 2027

ORDINANCE NO. 2026-_____

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF APEX TOWN CODE

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF APEX AS FOLLOWS:

Section 1. Article V of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as strikethrough text:

Sec. 12-134. Definitions.

For the purposes of this article, the following definitions apply:

Curbside means along or behind the concrete curb or edge of pavement located within the town right-of-way.

Public works director means the public works director of the town or designee of same.

Land clearing debris means solid waste which is generated solely from land clearing activities including, but not limited to, stumps, trees, brush and other vegetative waste incidental to tree, brush and stump removal.

Ordinance means the ordinances of the Town of Apex, North Carolina.

Small limbs means tree limbs that are less than six feet in length and less than six inches in diameter.

Town means the Town of Apex, a North Carolina Municipal Corporation.

Yard waste means solid waste consisting of vegetative matter resulting from residential landscaping maintenance including, but not limited to, leaves, ~~grass clippings,~~ twigs, small limbs, hedge trimmings, plant trimmings, hay straw, pine straw, pine cones**,** and small shrubs. **Yard waste excludes grass clippings.**

Sec. 12-136. Pre-collection practices.

(a) Yard waste shall be placed loose (not bagged or containerized) at curbside for collection by the town. Leaves and **pine straw** ~~grass clippings~~ must be separated from, and not commingled with, other qualifying yard waste materials. Leaves~~,~~ **and**

pine straw~~, and grass clippings~~ are collected by a vacuum and therefore must be free from other yard waste materials, rocks, and any inorganic material.

(b) Yard waste to be collected by the town shall not be commingled with materials that are not included in the definition of yard waste provided above**, including grass clippings**.

(c) Yard waste shall not be placed at curbside more than 48 hours in advance of the collection date during regular collection. During seasonal zone collection, the collection date shall be considered Monday for each customer in the zone which is being collected that week.

(d) Yard waste shall not be placed at curbside within ten feet upstream of any storm drain catch basin and shall be placed in compliance with Section 12-202.

(e) Where practicable, yard waste shall not be placed at curbside adjacent to any property other than the property from which it was harvested, further than three (3) feet behind the curb, within ten (10) feet of side property lines, or within six (6) feet of any obstacles, including but not limited to, vehicles, mailboxes, and fire hydrants.

(f) Town residents desiring Christmas tree collection by the town shall place their Christmas tree curbside during the months of December or January. All tinsel, nails, screws, wires, ribbon and other nonvegetative materials shall be removed from the Christmas tree by the resident prior to collection. Wreaths may be set out by residents for collection provided that the wreaths are free from wire, screws, metal frames, and all other nonvegetative material.

(g) Where practicable, yard waste shall not be blown, placed, or allowed to be placed upon travel lanes, parking spaces, sidewalks, or curb ramps.

(h) Small limbs, twigs, trimmings, and straw produced by routine yard maintenance shall be placed in piles at curbside with cut ends facing in the direction of travel.

(i) The town will collect a maximum of two cubic yards of yard waste and small limbs per residential customer per collection cycle at no charge. For yard waste and small limbs exceeding two cubic yards, a separate fee will be charged in accordance with section 12-137(e) and the town Fee Schedule.

Sec. 12-137. Limitations on service.

(a) Yard waste collection will be provided by the town on a bi-weekly basis year round. Seasonal collection for peak leaf season is identified as November through January.

(b) Curbside yard waste collection service shall be provided only to residents within the town corporate limits who receive individual residential trash and recycling services through the town. This service will not be provided to multi-family, institutional, business, commercial or industrial properties. For the purposes of this ordinance, multi-family shall include apartments and condominiums.

(c) Yard waste collection service, including special collection for excess yard waste, does not include the collection of **grass clippings,** land clearing debris, dirt, root balls, loose soil, plants or grasses containing soil, sod, mulch, concrete, rocks, construction debris, pallets, trash, plastic, pet waste, lumber, or mailbox posts.

(d) Residential yard waste generated from commercial landscaping, tree service, or other commercial entities or contractors will not be collected by the town. Residential customers are responsible for yard waste generated from their property and shall ensure that any private contractors doing work on their property are aware of this article and its requirements that contractors properly dispose of any waste off-site. The town will not collect any limbs cut by a landscaping or tree service contractor.

(e) Collection of yard waste and small limbs in excess of the volume limitations set forth in section 12-136(h) is considered excess yard waste and may be collected by the town for a fee. Fees for excess yard waste collection are set forth in the current Town of Apex Fee Schedule. Each residential customer may schedule up to five (5) excess yard waste collections per collection cycle. Excess yard waste collection must be scheduled through the public works department, and the applicable fees will be invoiced on the customer's utility bill.

(f) Yard waste not prepared and handled in accordance with the provisions of this article shall not be collected by the town.

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. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and

diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 4. Severability, Conflict of Laws. If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Effective Date. This ordinance shall be effective on January 1, 2027.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ___ day of _____, 2026.

_____
Jacques K. Gilbert
Mayor

ATTEST:

_____
Allen L. Coleman, CMC, NCCCC
Town Clerk

APPROVED AS TO FORM:

_____
Laurie L. Hohe
Town Attorney

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: September 22, 2026

Item Details

Presenter(s): Dianne Khin, Director

Department(s): Planning

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

"To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease."

Attachments

- N/A

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: September 22, 2026

Item Details

Presenter(s): Karmen McGee, Director

Department(s): Human Resources

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(6) to consider a personnel matter.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(6)

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

Attachments

- N/A