



AGENDA | REGULAR TOWN COUNCIL MEETING

Tuesday, June 09, 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 | Town Attorney: Laurie L. Hohe

English	Spanish	Chinese (Simplified)
<p>ANNOUNCEMENTS 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. The meeting date, start time, and location details are included at the top of this agenda document.</p>	<p>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.</p>	<p>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。</p>
<p>Accommodation Statement: 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.</p>	<p>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.</p>	<p>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</p>

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 - North Carolina Department of Transportation (NCDOT) - Reimbursement Agreement - Operational Improvements at Intersection of Olive Chapel Road and Apex Barbecue Road (Project HL-0173)**
Russell H. Dalton, P.E., Traffic Engineering Manager, Transportation and Infra. Dev. Dept.
- CN2 Agreement - Town of Cary and MV Transportation - Operations of GoApex Bus Service - Fixed Route One and ADA Paratransit - Fiscal Year 2027**
Katie Schwing, Senior Planner - Long Range, Planning Department
- CN3 Conflict of Interest Policy: Contracts and Subawards of the Town of Apex Supported by Federal Financial Assistance**
Shawn Purvis, Deputy Town Manager - Performance and Strategy Portfolio
- CN4 Construction Contract Award - Slurry Pavers - 2026 Microsurfacing Project**
Amir Nezarati, P.E., Transportation Engineer, Transportation and Infrastructure Dev. Dept.
- CN5 Contract Amendment - Cherry Bekaert LLP - Audit Contract Extension through June 15, 2026**
Jon Griffin, Director, Finance Department
- CN6 Council Meeting Minutes - Various**
Allen Coleman, Town Clerk
- CN7 Resolution to Collect Taxes - Chatham County - Fiscal Year 2026-27**
Jon Griffin, Director, Finance Department
- CN8 Resolution to Collect Taxes - Wake County - Fiscal Year 2026-27**
Jon Griffin, Director, Finance Department

CN9 Rezoning Case No. 25CZ21 - 2728 Holland Road (Teeter Property) - Statement of Denial

Elise Beilen, Senior Planner, Planning Department

CN10 Surplus Badge and Service Weapon - Sergeant Steven Michaels - Retirement Effective May 28, 2026

Gregory Pawluk, Captain - Patrol Division, Apex Police Department (APD)

CN11 Tax Report - April 2026

Allen Coleman, Town Clerk

CN12 Town Council Rules of Procedure Amendment - Resident Advisory Board Appointment Procedures

Allen Coleman, Town Clerk

CN13 Unified Development Ordinance (UDO) Amendments - April 2026 - Part B - Statement

Bruce Venable, Planner III, Planning Department

CN14 Unified Development Ordinance (UDO) Amendments - May 2026 - Statement

Bruce Venable, Planner III, Planning Department

TOWN COUNCIL COMMITTEE REPORTS - *None Anticipated*

TOWN MANAGER'S REPORT

TOWN CLERK'S REPORT

PUBLIC ART MOMENT QUARTERLY - *None Scheduled*

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.

PROCLAMATIONS / SPECIAL PRESENTATIONS

PR1 Proclamation - Alzheimer's and Brain Health Awareness Month 2026 - June

Mayor Jacques K. Gilbert

PR2 Proclamation - Juneteenth Day - Friday, June 19, 2026

Mayor Jacques K. Gilbert

PR3 Proclamation - Pollinator Week 2026 - Monday, June 22 through Sunday, June 28, 2026

Mayor Jacques K. Gilbert

PR4 Automated License Plate Reader (ALPR) Program Review and Update

Ryan Johansen, Chief of Police, Apex Police Department (APD)

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 Annual Operating Budget and Capital Improvement Plan (CIP) - Fiscal Year 2027 - Potential Adoption

Jessica Hoffman, Director, Budget and Performance Management Department

REGULAR MEETING AGENDA - None Anticipated

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 Allen Coleman, Town Clerk

NCGS §143-318.11(a)(1):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Russell H. Dalton, P.E., Traffic Engineering Manager

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve an Agreement between the North Carolina Department of Transportation (NCDOT) and the Town of Apex for the Town to reimburse a portion of the preliminary engineering and right-of-way acquisition costs for Project HL-0173, and to authorize the Town Manager, or their designee, to execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

This Agreement is required for NCDOT to proceed with preliminary engineering and right-of-way acquisition for a project to add a westbound left turn lane, signalize the intersection, realign the curve, complete a sidewalk gap, and add pedestrian accommodations at the intersection of Olive Chapel Road and Apex Barbecue Road.

Under the Agreement, Apex is responsible for reimbursing 35% of up to \$1,279,600 in total estimated preliminary engineering and right-of-way acquisition project costs to be incurred by NCDOT, an amount of up to \$447,860, and if the actual total costs exceed the total available funding then Apex would be required to reimburse 100% of those additional costs. If additional federal funds are awarded or made available the Agreement may be modified through a written Supplemental Agreement. The Agreement does not limit the total required reimbursement in the event actual costs exceed estimated costs nor does it require preauthorization by the Town for NCDOT to exceed the total estimated cost of \$1,279,600. This Agreement does not include relocation of utilities or construction of the project. The total estimated cost for all phases of the project provided by NCDOT in October 2024 was approximately \$3,710,900.

Additionally, the Agreement provides the following indemnification language: *"To the extent allowed by North Carolina law, the Municipality shall indemnify and hold harmless the FHWA (if applicable), the*

Department and the State of NC from liability for damages arising solely from the negligence or wrongdoing of the Municipality.”

The attached preliminary layout plan view provided by NCDOT was used in a project funding application to CAMPO in October 2024 and is subject to change through the final design process which will include public engagement opportunities.

Attachments

- CN1-A1: Agreement - NCDOT - Operational Improvements at Intersection of Olive Chapel Road and Apex Barbecue Road (Project HL-0173)
- CN1-A2: Preliminary Layout Project Plan View - NCDOT - Operational Improvements at Intersection of Olive Chapel Road and Apex Barbecue Road (Project HL-0173)



AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: 5/22/2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: HL-0173

AND

WBS ELEMENTS: PE 51978.1.1
ROW 51978.2.1

TOWN OF APEX

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

SCOPE OF PROJECT (“Project”): This Project consists of preliminary engineering and right of way phase for operational improvements at the intersection of Olive Chapel Road and Apex Barbecue Road to add westbound turn lane, complete sidewalk gap, and add pedestrian accommodations at the intersection.

ESTIMATED COST OF THE PROJECT: \$ 1,279,600
ESTIMATED COSTS TO OTHER PARTY: \$ 447,860 (35%)
ESTIMATED COSTS TO DEPARTMENT: \$ 831,740 (65%)

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:

The Town of Apex is responsible for all costs that exceed total estimated cost.

BREAK DOWN OF PHASES:

ESTIMATED COST OF THE PE PHASE: \$772,100
ESTIMATED COST TO OTHER PARTY (PE): \$270,235

ESTIMATED COST OF ROW PHASE: \$507,500
ESTIMATED COSTS TO OTHER PARTY (ROW): \$177,625

PAYMENT TERMS: The Department will invoice the Town of Apex upon completion of each phase of the Project.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

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

ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION

1000027389

1000027410

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

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

I. WHEREAS STATEMENTS

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

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

WHEREAS, the **Parties** will enter into a separate agreement to identify responsibilities and cost participation for future phases of the Project.

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

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design and right of way acquisition as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

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

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.
- ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **Municipality** has agreed to participate in Project costs as follows:

- i. The estimated cost of the Project is \$1,279,600. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Municipality** shall participate in 35% of Project Costs. The **Department** will participate in 65% of Project Costs. The **Municipality** is responsible for all costs that exceed the total available funding. The **Municipality** has the option to request additional funding from CAMPO, and if approved, a Supplemental Agreement will be generated.
- iii. The **Department** will consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon completion of each phase of the Project, the **Department** will calculate actual costs and bill the **Municipality** per **Project Costs** Provision. The **Municipality** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23.
- ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached “Remittance Guidance”. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.
- iii. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality’s** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

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

B. ASSIGNMENT OF RESPONSIBILITIES

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

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

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

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

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

F. AUTHORIZATION TO EXECUTE

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

G. DEBARMENT POLICY

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

not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

To the extent allowed by North Carolina law, the **Municipality** shall indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of NC from liability for damages arising solely from the negligence or wrongdoing of the **Municipality**.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION

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K. GIFT BAN

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

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION**

**1000027389
1000027410**

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

TOWN OF APEX

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

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

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

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

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION**

**1000027389
1000027410**

SIGNATURE PAGE

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

(INK SIGNATURES)

TOWN OF APEX

Attest: _____ Authorized Signer: _____
By: _____ Print Name: _____
Title: _____ Title: _____
Date Signed: _____

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

Fed Tax ID No: _____ Finance Signer: _____
Remittance Address: _____ Print Name: _____
_____ Title: _____
_____ Date Signed: _____

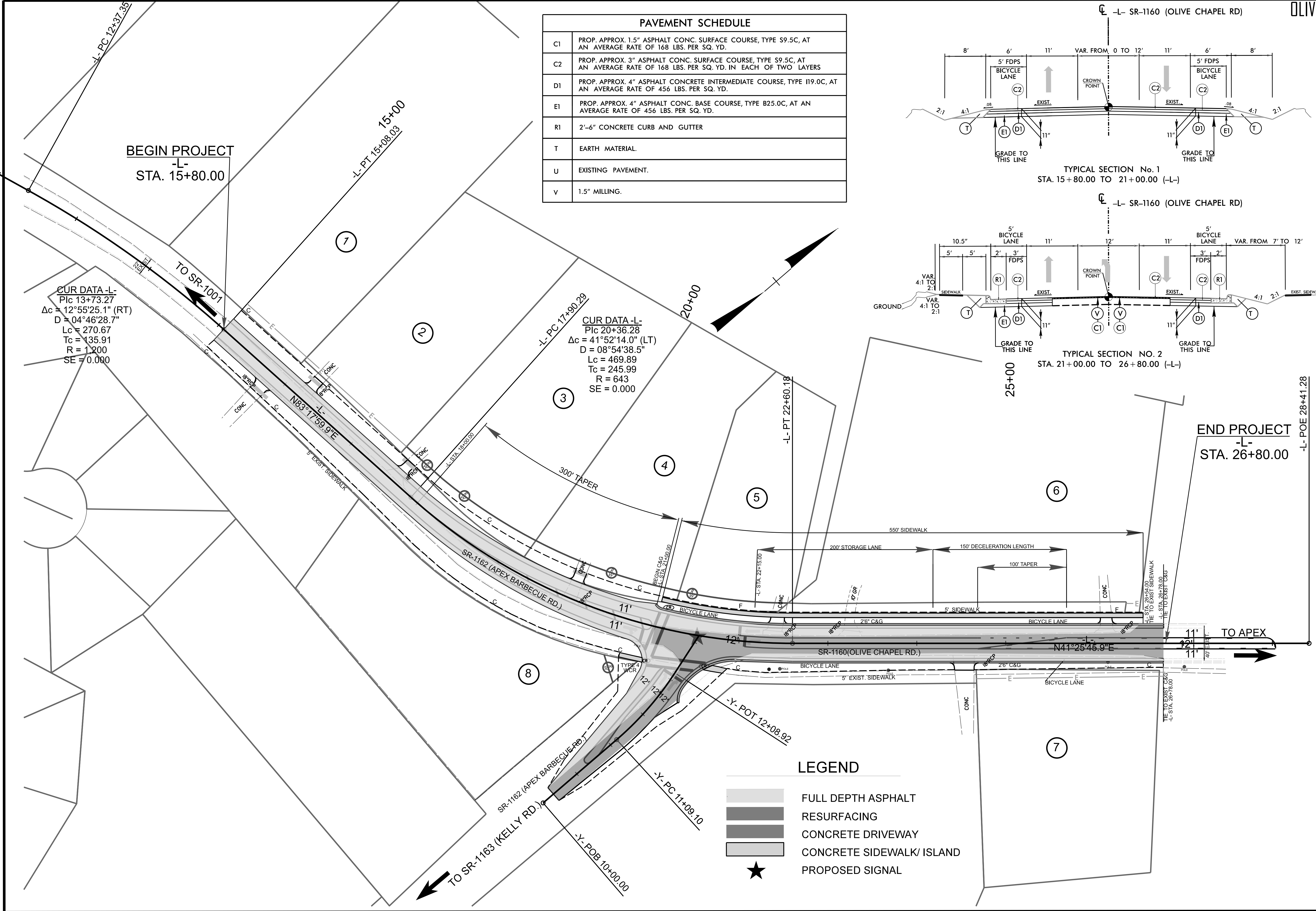
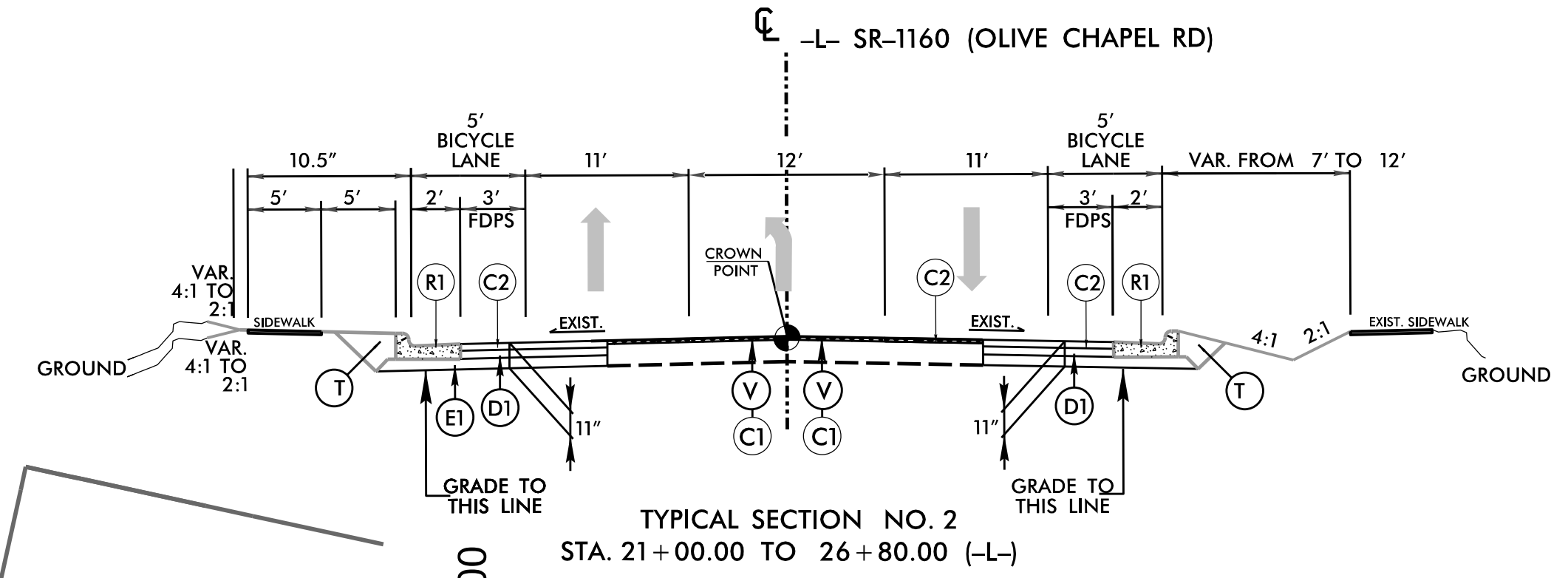
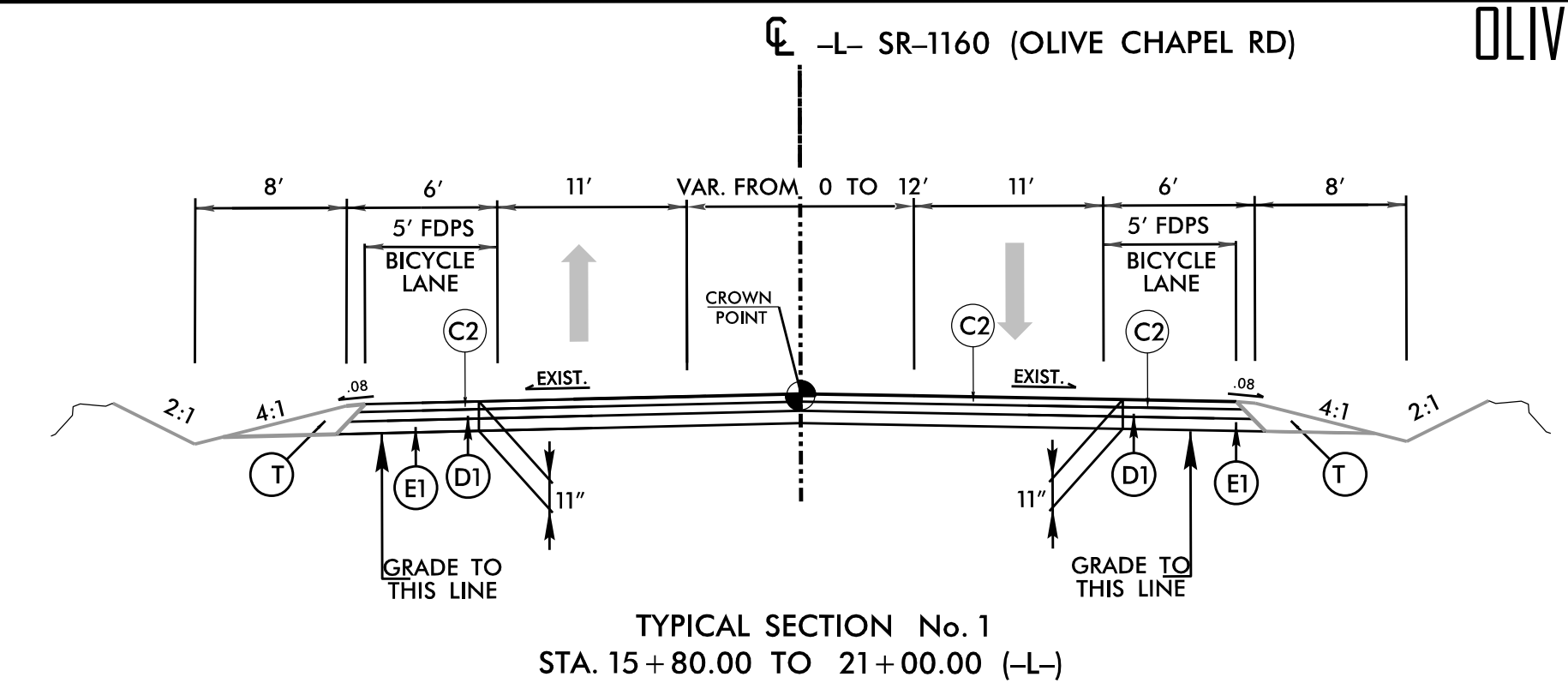
(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

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

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

PAVEMENT SCHEDULE	
C1	PROP. APPROX. 1.5" ASPHALT CONC. SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD.
C2	PROP. APPROX. 3" ASPHALT CONC. SURFACE COURSE, TYPE S9.5C, AT AN AVERAGE RATE OF 168 LBS. PER SQ. YD. IN EACH OF TWO LAYERS
D1	PROP. APPROX. 4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE I19.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.
E1	PROP. APPROX. 4" ASPHALT CONC. BASE COURSE, TYPE B25.0C, AT AN AVERAGE RATE OF 456 LBS. PER SQ. YD.
R1	2'-6" CONCRETE CURB AND GUTTER
T	EARTH MATERIAL.
U	EXISTING PAVEMENT.
V	1.5" MILLING.



CUR DATA -L-
P/c 13+73.27
 $\Delta c = 12^\circ 55' 25.1''$ (RT)
D = 04'46"28.7"
Lc = 270.67
Tc = 135.91
R = 1,200
SE = 0.000

CUR DATA -L-
P/c 20+36.28
 $\Delta c = 41^\circ 52' 14.0''$ (LT)
D = 08'54"38.5"
Lc = 469.89
Tc = 245.99
R = 643
SE = 0.000

- LEGEND**
- FULL DEPTH ASPHALT
 - RESURFACING
 - CONCRETE DRIVEWAY
 - CONCRETE SIDEWALK/ ISLAND
 - PROPOSED SIGNAL

DIVISION 05
WAKE COUNTY
PREPARED BY:
LC & TRM

25' 0' 25' 50'
25'
(ENGLISH)
SCALE: 1"=50'

DATE: 10/28/2024



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Katie Schwing, Senior Planner - Long Range Transit

Department(s): Planning

Requested Motion

Motion to approve the GoApex agreement with Town of Cary and MV Transportation, Inc., which establishes terms and responsibilities for the operation of the GoApex Route 1 fixed route service and complementary ADA paratransit service for fiscal year 2026-2027, and to authorize the Town Manager to sign and execute the agreement on behalf of the Town.

Approval Recommended?

Yes

Item Details

This agreement between Town of Apex, Town of Cary, and MV Transportation, establishes the terms and responsibilities for the operation of the GoApex Route 1 fixed route service and complementary ADA paratransit service. The Town of Apex's proposed FY27 budget includes funding for operating GoApex service. The Town of Apex was previously awarded matching funding through the Community Funding Area Program to reimburse 50 percent of the operating costs for GoApex Route 1 and associated paratransit service, and beginning in FY27 that program match will increase to 65 percent. This funding is included in the proposed FY27 Wake Transit Work Plan which is scheduled for adoption in June.

Attachments

- CN2-A1: Agreement - Town of Cary and MV Transportation GoApex Fixed Route and ADA Paratransit Services for Fiscal Year 2027



GOAPEX AGREEMENT

This Agreement ("Agreement") is made by and between **Town of Cary** (hereinafter "Cary"), a North Carolina municipal corporation having its office at 316 North Academy St., Cary, NC 27513, **Town of Apex** (hereinafter, "Apex"), a North Carolina municipal corporation having its office at 73 Hunter St., Apex, NC 27502, and Cary's bus services contractor **MV Transportation, Inc.** ("MV Transportation") a corporation duly organized under the laws of the State of California and duly qualified to transact business in the State of North Carolina having an office at 2711 N. Haskell Ave., Suite 1500-LB2, Dallas, TX 75204. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

RECITALS

WHEREAS, Cary provides a transit service called GoCary. Pursuant to an agreement between Cary and MV Transportation ("GoCary Agreement"), MV Transportation is GoCary's service provider. MV Transportation will extend transit service to Apex pursuant to the terms of this Agreement; and

WHEREAS, Apex is utilizing the services of MV Transportation pursuant to this Agreement to provide a public bus service called "GoApex Route 1" (hereinafter "Route 1" or "Service") and paratransit services to Route 1 with the respective responsibilities and duties of the Parties as listed below.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. Term

The Agreement shall become effective on July 1, 2026 and shall expire June 30, 2027. The Parties may extend the term in one-year increments for a period up to three (3) additional years. In January of each year of this Term, Cary and Apex will begin to confer and to review MV Transportation's performance and projected cost for the coming contract year. The option for extending the term of the Agreement must be agreed upon by the Parties in writing at least ninety (90) days before the end of the current term.

2. Operations

The purpose of this Agreement is to set forth the duties and responsibilities of each Party in the provision of Route 1 service and paratransit service. Route 1 will be a fixed route transit service open to the general public. Paratransit service will be operated in compliance with all applicable federal, state, and local laws, including the public transit requirements of the Americans with Disabilities Act of 1990 (ADA). Operational characteristics of the Service may be changed for the benefit of any party upon written approval by all Parties.

A. Cary shall have the following responsibilities:

1. Finalize the alignment for Route 1, including the schedule, the span of revenue service (the time when a vehicle is available to the general public and there is an expectation of carrying passengers), and the timing of revenue service, after collaboration with Apex. Cary agrees to consult with Apex on these elements to maximize regional coordination. Any material change in the route alignment, stop locations, schedule, span of service, timing of service, or overall operation of Route 1 must be agreed to in writing by both Cary and Apex. Cary will respond to all communications and requests by Apex within ten (10) business days unless such communication or request is specifically identified by Apex as an “Urgent Operational Concern” Cary will respond within two (2) business days. Cary will provide feedback to Apex on the operation of the service.
2. Provide for the GoCary Door to Door Tier 1 service in the area designated “GoApex Route 1 ADA Area” in the attached Exhibit D (hereinafter “Paratransit Services”) and ensure all public materials including applications, brochures, ride guides, and webpages reflect the Paratransit Service. Paratransit Service will be provided with the same service provisions and policies as the Tier 1 GoCary Door to Door service.
3. Assist Apex where reasonably possible (in Cary’s sole discretion) in the provision of information about and marketing of Route 1 and Paratransit Service. This may include reviewing and providing comments on marketing materials, participating in outreach events, distributing ride guides, and assisting with coordination with other regional transit providers. Cary will coordinate with Apex staff on Paratransit Service public materials for the Apex area (such as any ride guide distribution or information for the GoApex webpage).
4. Provide Apex a minimum of 15 days written notice of potential service disruption, except in the case of service disruption due to inclement weather, safety concerns, or other emergency situations in which case notice will be provided as soon as reasonably possible. Cary has final authority on all changes to service level. Cary will attempt to maintain service on all scheduled routes dependent on available resources. Action plans for service disruptions will be communicated by email to the MV Transportation General Manager and Town of Apex Long Range Planning Manager, or designee.
5. Cary shall report Route 1 operating statistics to comply with deliverables outlined in the General Operating Agreement for Bus Operations – Community Funding Area Program executed between the Town of Apex, GoTriangle, and Capital Area Metropolitan Planning Organization (Wake Transit Operating Agreement), including ridership by date, revenue and deadhead hours, revenue and deadhead miles, missed trips, and a log of customer complaints and resolutions, all in an editable format, to Apex by the 15th of the month following the month of service.

6. Finalize the provisions of service for Paratransit Service pursuant to the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and the U.S. Department of Transportation's implementing regulations at 49 CFR Parts 27, 37, 38, and 39.
7. Cary shall report Paratransit Service operating statistics to Apex, including total number of trips completed, trip origin, trip destination, scheduled pickup time, actual pickup time, scheduled drop-off time, actual drop-time, and whether a trip is a standing order (subscription trip). The following operating statistics shall be made available upon request by Apex: total number of no-shows, total number of late cancellations, total number of trip denials, customer service complaints and follow-up actions.

B. MV Transportation shall have the following responsibilities:

1. Operate Route 1 and Paratransit Service on all applicable days according to the operating schedule set forth in Exhibit A, attached and incorporated by reference, or as otherwise agreed to in writing by the Parties.
2. Ensure appropriate usage and placement of any identifying Route 1 materials on vehicles, including bus wraps, or other appropriate industry accepted signage as agreed upon, and paper schedules.
3. For Route 1 service, use ADA accessible light transit vehicles (LTVs) with a seated capacity of no less than 16 persons, equipped with automatic vehicle locators (AVLs) and which comply with all applicable federal and state laws and regulations.
4. Agree that if any vehicle intended for, or normally used for, Route 1 service is inoperable for any reason, MV Transportation will immediately deploy another vehicle of equal or greater seating capacity which is compliant as required in subsection 2.B.3. MV Transportation will ensure that any vehicle deployed will have either a bus wrap or other industry-accepted signage identifying it as a GoApex vehicle.
5. MV Transportation shall use ADA accessible vans or light transit vehicles (LTVs) which comply with all applicable federal and state laws and regulations and are branded appropriately with the service name and logo in performance of Paratransit Services.
6. MV Transportation shall operate Route 1 and Paratransit Service in accordance with all governing agency regulations and shall be held to the same standards as those established in the GoCary Agreement and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. MV Transportation is responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well

as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of MV Transportation.

7. Maintain, throughout the term of the Agreement and any extensions of the term, commercial general liability, auto and umbrella/excess insurance policies at its expense, covering personal injury and property damage on and in the vehicles and inside and outside the park and ride lots. The policies shall have at least the coverage amounts specified in Section 19 of this Agreement and at no time during the term of this Agreement shall coverage amounts be less than the coverage amounts required of MV Transportation by the GoCary Agreement. Cary and Apex shall be named as an additional insured on the general liability, business auto liability, and umbrella/excess policies and the policies will be primary and non-contributory. At Apex or Cary's written request, MV Transportation shall provide certificates of insurance referencing that the coverage is primary and non-contributory with copies of the Additional Insured Endorsement attached. Apex or Cary may request complete, certified copies of the policies. Notwithstanding the foregoing, neither the requirement of MV Transportation to have sufficient insurance nor the requirement that Cary and Apex are named as additional insureds, shall constitute waiver of either Town's governmental immunity in any respect, under North Carolina law.
8. Prepare and maintain on a form developed by Cary or MV Transportation on-going statistical, operational, and service data related to Route 1 separately from regular GoCary data. This includes but is not limited to the following: monthly reports that include total road calls, passenger trips, on-time performance, vehicle miles and vehicle hours, and any other daily, monthly, and/or annual data as required by FTA under the National Transit Database (NTD) program requirements. This information shall be provided to Apex upon request.
9. Report all passenger or vehicle accidents to Cary within one (1) hour of occurrence and follow-up with a detailed written accident report within twenty-four (24) hours. Cary will provide this information to Apex's Planning Director and/or designee by email as soon as is reasonably practical, but no more than 48 hours after the accident.
10. Coordinate with Apex on restroom access badges for the Mason Street Municipal Building. Maintain vehicle-based badges provided by Apex for use in daily vehicle packets and store securely when not in use. Any lost or damaged cards should be reported to Apex staff as soon as possible for deactivation and replacement.
11. Standards for On-time Performance for GoApex Route 1: Apex expects MV Transportation to meet or exceed the Standard of 85% of timepoints served within - 1/+ 5.5 minutes of the scheduled time. On-time performance will be calculated on a monthly basis and provided by Cary to Apex as part of the monthly operating statistics report.

C. Apex shall have the following responsibilities:

1. Apex shall build or provide ADA accessible bus stops as identified in Exhibit C, including any future bus stops proposed by Apex with Cary's written approval. Apex shall maintain the bus stops used for the Service as identified in Exhibit C. Exceptions are stops that are either: (1) shared by a regional provider or (2) located on private property. Maintenance includes maintaining and upkeeping all associated transit amenities, including cutting or trimming of any vegetation; routine cleaning of the transit amenities, including the removal of litter and trash from trash receptacles; snow and ice removal; and maintaining ADA accessible conditions.
2. Ensure access to Mason Street Municipal Building restroom facilities for operations staff during all periods of revenue service by providing vehicle-based restroom access badges. Deactivate lost or damaged badges and provide replacement badges within ten (10) business days of notification from MV Transportation. Alternative locations will be agreed to in writing by all parties.
3. Obtain National Transit Database (NTD) ID and complete annual NTD reporting for Route 1.
4. The initial service will be implemented fare-free. If Apex or Cary desires to charge a fare for Route 1 or Paratransit Service, the Parties will enter into an amendment to this Agreement. Any fare determined for Paratransit service must be no more than double the fare charged for Route 1 service to be in compliance with FTA requirements.
5. Respond to all communications and requests by Cary within ten (10) business days, unless such communication or request is specifically identified by Cary as an "Urgent Operational Concern," in which case Apex will respond within two (2) business days.
6. Establish and implement a plan for marketing Route 1, including: designing and printing schedule brochures or other informational literature; providing such literature to Cary for distribution on vehicles; and following, at a minimum, engagement standards outlined in the Wake Transit Public Engagement Policy ("Engagement Policy"). Materials must be consistent with the service provided. Materials with a GoCary logo, image of a vehicle or person covered by the GoCary Agreement, or any other reference to GoCary, are subject to Cary review and approval to ensure accuracy of information. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use.
7. Report all Route 1 operating statistics in compliance with the deliverables associated with the Wake Transit Operating Agreement.
8. Direct on-going customer inquiries for Paratransit Service to the GoCary Door to Door program.

3. Funding and Billing

- A. Apex shall be responsible for paying the cost of the installation of GoApex branding on the bus(es) operating the Route 1 Service. MV Transportation shall provide a quote for the installation of the images subject to Apex approval. Upon receiving approval from Apex, MV Transportation shall pay for the branding directly to the vendor and invoice Cary once work is completed with proof of payment. Following completion and inspection of the installation by Apex, Cary shall invoice Apex for the pass through cost of installation. The invoice shall be paid by Apex within 30 days of receipt. Apex is responsible for any costs associated with the removal of branding and other identifying characteristics from vehicles and the cost to fabricate and install replacement GoCary wraps on the vehicles at the conclusion of the service agreement.
- B. Apex will pay Cary the annual operating cost for Route 1. Costs may be reduced based on any grants, fare revenue collected, or other monetary contributions received from Cary from any other party, if applicable. The annual operating cost for Route 1 Service as agreed by the Parties is determined by the following formula: operating cost per hour (\$128.00) multiplied by the number of platform hours per day multiplied by the number of operating days per year. Platform hours are the revenue plus deadhead hours (deadhead hours are times when the bus is away from the maintenance facility but not in revenue service, including travel to and from the facility to the service start/end location). Cary will inform Apex of any changes to its operating cost per hour and the justification therefore, no later than February 15th of each year. Route 1 Operating cost is a fully allocated rate which includes the full cost of the service provided by MV Transportation, fuel, capital expenses and overhead for Cary. It is expected that, at a minimum, the operating cost per hour will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary. In addition to the foregoing annual adjustment, in the event the cost of motor fuel increases substantially (as described below) during the term of this Agreement, Cary may assess a fuel surcharge as provided in this paragraph. The operating cost per hour assumes a baseline gasoline fuel price of \$3.13 per gallon (the "Fuel Baseline"). If the average of the Fuel Index over any calendar quarter exceeds the Fuel Baseline by more than ten percent (10%), Cary may assess a fuel surcharge for that quarter equal to the incremental fuel cost attributable to Route 1 Service that exceeds such threshold, as reasonably calculated and documented by Cary. Cary will provide Apex with written notice and supporting justification for any fuel surcharge no later than thirty (30) days following the close of the applicable quarter, and any such surcharge will be included as a separate line item on the next monthly invoice provided pursuant to Section 3(F). Any fuel surcharge assessed under this paragraph will be calculated net of any fuel-related cost increase already recovered through the Municipal Cost Index adjustment so that no fuel cost is recovered twice. In no instance shall the total cost to Apex for fuel surcharges exceed \$12,000 per each contract year of the agreement.
- C. Apex will pay Cary the annual operating cost for the Paratransit Service. Costs may be reduced based on any grants, fare revenue collected, or other monetary

contributions received by Cary from any other party, if applicable. The annual operating cost for Paratransit Service as agreed by the Parties is assigned as one flat rate of \$75.00 per trip with an origin or destination within the GoApex Route 1 ADA Area which is outside of the existing GoCary service area as detailed in Exhibit D. For this purpose, the trips to be charged shall include completed trips and no-shows (including late cancellations per the no-show policy) but will not include cancelled trips or missed trips. Cary will inform Apex of any changes to its operating cost and the justification therefore, no later than February 15th of each year during the term of this Agreement. It is expected that, at a minimum, the operating cost per trip will be adjusted based on the Municipal Cost Index (MCI), as calculated by Cary. In addition to the foregoing annual adjustment, in the event the cost of motor fuel increases substantially during the term of this Agreement, Cary may assess a fuel surcharge with respect to the Paratransit Service operating cost on the same basis, and subject to the same Fuel Baseline threshold, notice, documentation, invoicing, and anti-duplication provisions, and total cost not-to-exceed amount as set forth in Section 3(B) above, except that the surcharge will be measured against the incremental fuel cost attributable to the Paratransit Service rather than to Route 1 Service.

- D. Apex will pay Cary for the cost of printed public materials for GoCary or Paratransit Service that Cary provides to Apex following receipt and acceptance of the materials. Apex will also pay Cary for the cost of other incidental expenses related to the provision of bus service such as route, detour or stop testing, marketing and outreach bus usage or similar incidental expenses. The costs shall be provided to and approved by Apex prior to inclusion in the monthly invoice Cary provides to Apex pursuant to section 3(F) of this Agreement. In no instance shall the total cost to Apex for printed public materials or incidental expenses exceed \$10,000 per each contract year of the agreement.

- E. All Route 1 service information will be reported by Apex to the National Transit Database (NTD). Apex must obtain an NTD ID and submit all Route 1 data. Cary and MV Transportation will assist Apex in this reporting. As a result, Cary and Apex agree that the provision of Route 1 service may increase the amount of Federal Transit Administration (FTA) formula grant funding that can be attributed to Cary. If Cary secures FTA Section 5307 and Section 5339 formula grant funds that are attributable to Route 1, and as reflected in the methodology approved as part of the relevant regional Memorandum of Understanding for FTA Raleigh UZA Funding Allocations approved by the CAMPO Executive Board, Cary shall deduct from its billing of Apex for the operation of Route 1 an amount equal to the share of FTA Section 5307 and Section 5339 funds allocated to Cary for the preceding federal fiscal year (October 1 – September 30) that is attributable to Route 1. This deduction will be applied on a prorated monthly basis beginning the first month following CAMPO Executive Board approval of the regional FTA split letter, unless both Parties agree to a different schedule in writing. All Paratransit Service data will be reported to NTD by Cary and any associated increase in FTA formula grant funding will be retained by Cary.

- F. Cary will provide a monthly invoice to Apex within fifteen (15) days after the end of each month of Service. Apex shall reimburse Cary within thirty (30) days of receipt of an invoice. In the event Apex finds any part of an invoice inconsistent with this Agreement, Apex shall clearly identify and provide evidence to Cary of any inconsistent or erroneous expenses within ten (10) days of receipt of an invoice and Cary will work in good faith to determine if there is an error in the invoice.
- G. MV Transportation will be compensated by Cary pursuant to the terms of the GoCary Agreement.

4. ADA and Paratransit Requirements

- A. MV Transportation agrees to provide Route 1 service in a manner that meets all applicable ADA public transit requirements, including the policies, regulations and training of all operators in the safe use of all ADA equipment. Requirements may include, as appropriate, providing ADA accessible vehicles on fixed route service, knowledge of mobility device tie-down procedures, operation of bus kneeling feature (if available), appropriate use of the public address and talking bus technologies, and knowledge of service animal regulations.
- B. MV Transportation agrees to provide Paratransit Service in a manner that complies with all applicable federal, state, and local laws, including ADA public transit requirements. MV Transportation shall follow all applicable laws, rules, policies, and regulations in the training of operators in the safe use of all ADA equipment as well as provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation.

5. Technology

MV Transportation agrees to, at its cost, install and utilize the standard technology platform agreed to between Cary and MV Transportation, including Computer-Aided Dispatch/Automatic Vehicle Locator systems (CAD/AVLs), equipment for counting passenger totals, camera systems, Automated Passenger Counters (APCs), head signs, announcement systems, wi-fi routers, real-time passenger information, and communication systems between drivers and dispatch. Costs of these platforms will be included in the hourly rate.

6. Termination for Failure to Perform ("Breach")

The Parties agree that in the event that a Party breaches any provision of this Agreement, within sixty (60) days of receipt of written notice from a non-breaching Party, the breaching Party will cure the breach to the reasonable satisfaction of the non-breaching Party if the breach can be cured. Any breach of this Agreement materially impacting operation of GoApex service ("Operation Breach") shall require immediate response and a plan of action to cure the breach within fifteen (15) days of receipt of written notice from a non-breaching party which clearly states that such breach is considered an Operation Breach. If the breach is not timely cured, or cannot be cured, then, the non-breaching Party may, at its election, terminate the Agreement. The Parties will cooperate on a winding down of the Service,

316 N. Academy St.
Cary, NC 27513

With a copy to: Senior Transit Planner (Service)
Town of Cary
316 N. Academy St.
Cary, NC 27513

If to Apex: Town Manager
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

And with copy to: Senior Long Range Transit Planner
Town of Apex
Physical - 73 Hunter Street
Mail - PO Box 250
Apex, NC 27502

If to MV Transportation: Regional Vice President for Division 178
MV Transportation, Inc.
2711 N. Haskell Av., Suite 1500-LB2
Dallas, TX 75204

With a copy to: contractsreview@mvtransit.com

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

13. Dispute Resolution

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Law.

14. Force Majeure

The Parties shall not be liable to each other for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, unusual adverse weather, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties (“Force Majeure Event”). In the event a Party believes a Force Majeure Event has occurred (“Invoking Party”), the Invoking Party shall provide written notice to the other Party within fifteen (15) days of the date on which the Invoking Party determines that the Force Majeure Event will render performance to be impossible (including temporary delays). Thereafter, the Invoking Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting the specific performance noticed and to complete its performance in as timely a manner as is reasonably possible. In no event shall the delayed performance be longer than the duration of the noticed Force Majeure Event without the joint written approval of the other Party.

15. Verification of Work Authorization

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

16. Compliance with Federal Laws and Regulations

The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324); and any other federal provisions required by law.

17. Cary Branding

Apex and MV Transportation shall not use the seal, logo, or any other branding identifiers of GoCary or the Town of Cary.

18. Representations and Warranties

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

19. Insurance

MV Transportation and MV Transportation’s permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance or self-insurance for the following: protection from claims under Worker’s or Workmen’s Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of MV Transportation’s employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to MV Transportation’s performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$2,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$2,000,000 CSL
Commercial Excess/Umbrella Liability	\$5,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer’s Liability	\$500,000 each accident
Professional Liability	\$1,000,000 per claim
Cyber Liability	\$2,000,000 per claim and aggregate

MV Transportation may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies or self-insurance. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Cary and Apex, as applicable based on loss.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring MV Transportation shall be

Best's A- or a qualified self-insurance program approved by the state of North Carolina. Should the ratings of any insurance carrier fall below the minimum rating, Cary or Apex, may, at their option, require MV Transportation to purchase insurance from a company whose rating meets the minimum standard. MV Transportation's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If MV Transportation is unable to find an authorized carrier for any line of insurance coverage, MV Transportation shall notify Cary in writing. Cary shall then notify Apex.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name Cary and Apex, and each Town's elected officials, officers, employees, and volunteers as additional insureds.

Notice of Cancellation

Each policy shall provide that Cary and Apex shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, MV Transportation shall procure substitute insurance so as to assure Cary and Apex that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

MV Transportation's insurance coverage shall be primary for any claims related to this Agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Cary or Apex, or either Town's agents or agencies, it being the intention of the parties that the insurance policies shall protect Cary and Apex and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. Cary's or Apex's review or acceptance of certificates of insurance shall neither relieve MV Transportation of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder addresses should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Town of Apex
PO Box 250
Apex, NC 27502

Special Risks or Circumstances

Cary, with prior written consent from the Town of Apex, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Written consent from Apex may be provided by electronic communication.

20. **Indemnification**

To the fullest extent permitted by law, MV Transportation shall indemnify and hold harmless Cary and Apex, their elected officials, officers, and employees, from and against any and all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs) (collectively "Claims"), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by MV Transportation of any term or condition of Agreement, (b) any breach or violation by MV Transportation of any applicable law or regulation, or (c) any other cause resulting from any act or failure to act by MV Transportation under this Agreement, but only to the extent caused by any negligence, act, or omission of MV Transportation. This indemnification shall survive the termination of Agreement.

21. **Independent Contractor**

MV Transportation is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by MV Transportation to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of MV Transportation only. MV Transportation shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Cary notifies MV Transportation in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Cary or Apex, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Cary. No extension to any "Milestone Date" or completion date will be granted for replacement of such personnel or subcontractors.

22. **Public Records**

All parties acknowledge that records in the custody of Cary or Apex may be public records and subject to public records requests. Cary or Apex may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by MV Transportation, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as "trade secret" or "confidential" at the time of initial disclosure by the Contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1).

23. **Entire Agreement; Amendments to Agreement**

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

24. Dissemination of Information.

Cary takes efforts to assure that accurate information about Cary is disseminated such that neither the public trust nor the public’s perception of Cary impartiality is compromised. MV Transportation and Apex, mindful of those efforts, agrees that they shall not publicly disseminate any information concerning Cary or GoCary, to include images of vehicles or people covered by the GoCary Agreement, without prior approval from Cary. Images of vehicles or person(s) covered by the GoCary Agreement may be pre-approved for general use in public materials, eliminating the need for review and approval for each use. Any approval given by Cary may be given with certain stipulations, such as Cary participation in the creation of the public product or Cary review and the option to refuse ultimate release of the final product should it fail to meet Cary’s standards and goals. “Publicly disseminate” means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products, and/or business collateral pieces. Notwithstanding the foregoing, the parties agree that MV Transportation may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers.

25. Non-Exclusive Remedies/No Waiver

The selection of one or more remedies for breach shall not limit a party’s right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

26. Survival

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

27. No Waiver of Immunity

Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. 160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of either Cary or Apex shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not

in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

28. Gifts and Favors

MV Transportation shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.

29. Nondiscrimination

To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

30. Electronic Version of Agreement

Cary may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

31. No Third Party Beneficiaries

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

32. Electronic Signatures

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

33. Recitals

The Recitals are incorporated into this Agreement.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

Exhibit A – Span of Revenue Service and Holiday Schedule

Exhibit B – GoApex Route 1 Map

Exhibit C – GoApex Route 1 Bus Stops

Exhibit D – GoApex Route 1 Paratransit Service Area Map

In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials

Town of Apex

Randal E. Vosburg, Town Manager

Date

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

Jonathan Griffin, Finance Director

Date

MV Transportation, Inc.

Erin K. Niewinski, Executive VP & CFO

Date

Town of Cary

Kelly A. Blazey, Transit Director

Date

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

Denisha Harris, Deputy Finance Officer

Date

Exhibit A

Span of Revenue Service

Monday – Saturday 30 min frequency 6:00 AM to 7:00 PM
 60 min frequency 7:00 PM to 10:00 PM
 (last Paratransit Service Pick-up 9:30 PM)

Sunday 60 min frequency 7:00 AM to 9:00 PM
 (last Paratransit Service Pick-up 8:30 PM)

Holiday Schedule:

Holiday	Service Type
New Year's Day	Sunday Schedule
MLK, Jr. Day	Sunday Schedule
Good Friday	Regular Schedule
Memorial Day	Sunday Schedule
Juneteenth (June 19th)	Regular Schedule
4th of July	Sunday Schedule
Labor Day	Sunday Schedule
Veteran's Day	Regular Schedule
Thanksgiving	CLOSED
Day after Thanksgiving	Regular Schedule
Christmas Eve	Sunday Schedule - Service Ends at 7 PM (Last Paratransit Service Pick-up 6:30PM)
Christmas Day	CLOSED
Day after Christmas	Regular Schedule

Exhibit B

GoApex Route 1 Map

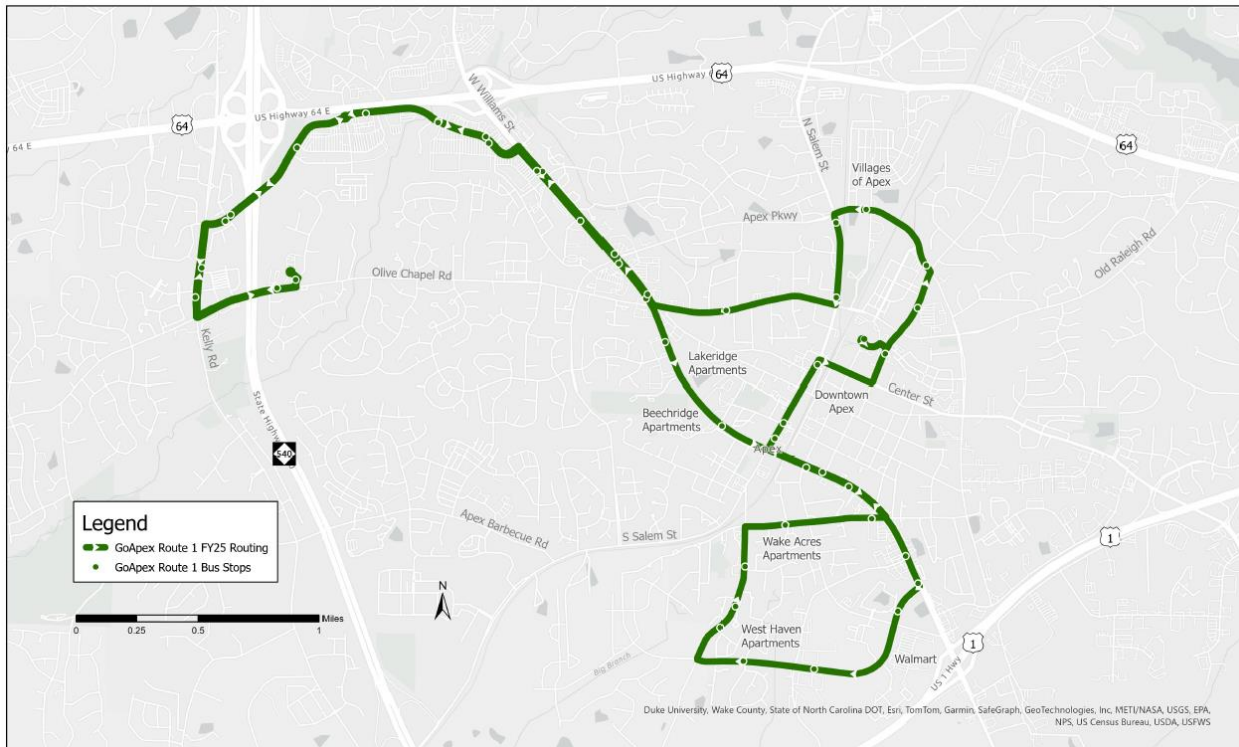


Exhibit C

GoApex Route 1 Bus Stops

Route Order	Bus Stop ID	Bus Stop Name	Direction	Latitude	Longitude	Built by Town of Apex?	Maintained by Town of Apex?	Shared by a regional provider?	Amenities On Private Property?
1	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	Yes	Yes	Yes (GoTriangle 305)	
2	16093	Apex Senior Center Main Entrance	WB	35.733718	-78.847011	Yes	Yes	No	Yes (Town-Owned)
3	1165	Laura Duncan Rd at Vineyard Station (NB)	NB	35.735576	-78.843081	Yes	Yes	Yes (GoTriangle 305)	
4	16005	Apex Peakway at Laura Duncan Rd	WB	35.738116	-78.842433	Yes	Yes		
5	16007	Apex Peakway at Ambergate Station	WB	35.741476	-78.846851	Yes	Yes		
6	16009	N Salem St at Apex Peakway	SB	35.740682	-78.849079	Yes	Yes		
7	11371	N Salem St at Hunter St (Liberty Station (SB))	SB	35.73621	-78.849066	Yes	Yes	Yes (GoCary ACX)	
8	16013	Hunter St at Hillcrest Rd	WB	35.735441	-78.857171	Yes	Yes		
9	1593	W Williams St at Hunter St (NB)	NB	35.736411	-78.862941	No	No		
10	16017	W Williams St at Apex Peakway (NB)	NB	35.738837	-78.865363	Yes	Yes		
11	1725	W Williams St at Haddon Hall Dr (NB)	NB	35.743772	-78.870595	No	No		
12	16021	Beaver Creek Commons Dr at Chick-fil-A (WB)	WB	35.745855	-78.874754	Yes	Yes		
13	16023	Beaver Creek Commons Dr at Beaver	WB	35.7468	-78.878228	Yes	Yes		

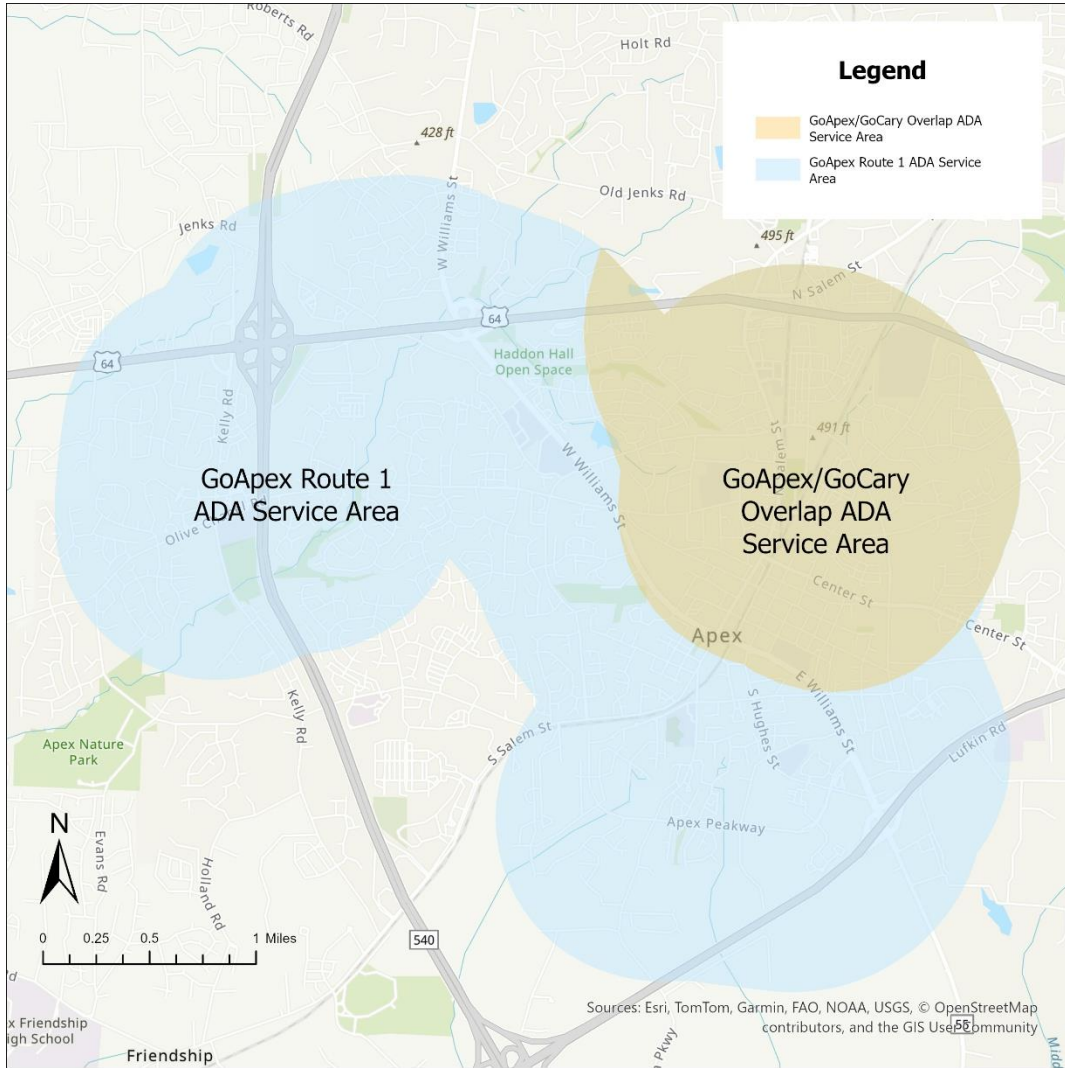
		Creek Greenway (WB)							
14	16027	Beaver Creek Commons Dr at Diamond Dove Ln (WB)	WB	35.741207	-78.893545	Yes	Yes		
15	16029	Kelly Rd at Evening Star Dr (SB)	SB	35.736275	-78.896151	Yes	Yes		
16	16031	Chapel Ridge Rd at Olive Chapel Professional Park	SB	35.737313	-78.888764	Yes	Yes		
17	16033	Olive Chapel Rd at Western Wake Crisis Ministry	WB	35.736819	-78.890092	Yes	Yes		
18	16035	Kelly Rd at Publix Pointe (NB)	NB	35.738028	-78.895671	Yes	Yes		
19	16037	Beaver Creek Commons Dr at Diamond Dove Ln (EB)	EB	35.740821	-78.893927	Yes	Yes		
20	16039	Beaver Creek Commons Dr at Beaver Creek Crossings West	EB	35.745216	-78.888646	Improved	No		Yes
21	16041	Beaver Creek Commons Dr at Regal Cinemas	EB	35.747255	-78.883581	Yes	Yes		
22	16043	Beaver Creek Commons Dr at Beaver Creek Greenway (EB)	EB	35.746706	-78.878278	Yes	Yes		
23	16045	Beaver Creek Commons Dr at Lowe's (EB)	EB	35.745468	-78.874547	Improved	Yes		Yes
24	1731	W Williams St at Haddon Hall Dr (SB)	SB	35.743802	-78.871002	No	No		
25	16049	W Williams St at Healthplex Way (SB)	SB	35.740806	-78.867814	Yes	Yes		

26	1723	W Williams St at Apex Peakway (SB)	SB	35.738247	-78.865063	No	No		
27	1447	W Williams St at Olive Chapel Rd (SB)	SB	35.736155	-78.863075	No	No		
28	16055	W Williams St at Bryan Dr (Post Office)	SB	35.733557	-78.861665	Yes	Yes		
29	16057	W Williams St at Upchurch St	SB	35.728588	-78.857491	Yes	Yes		
30	16059	E Williams St at Salem St	SB	35.727198	-78.854416	Yes	Yes		
31	16061	E Williams St at S Hughes St (Park and Ride (SB))	SB	35.726105	-78.851297	Yes	Yes		
32	16063	E Williams St at Apex Village Center (SB)	SB	35.724946	-78.848173	Yes	Yes		
33	16065	E Williams St at Perry Rd	SB	35.720795	-78.843994	Yes	Yes		
34	16067	E Williams St at Apex Peakway	SB	35.71916	-78.843082	Yes	Yes		
35	1183	Apex Peakway at S Hughes St (Cambridge Village)	SB	35.717491	-78.844572	Yes	Yes	Yes (GoTriangle 305)	
36	16071	Apex Peakway at Norris Park	WB	35.714045	-78.850733	Yes	Yes		
37	16073	Apex Peakway at Shackleton Rd	WB	35.714521	-78.855948	Yes	Yes		
38	16075	Tingen Rd at Baberton Dr	NB	35.716528	-78.857636	Yes	Yes		
39	16077	Tingen Rd at Peace Haven Pl	NB	35.717794	-78.856513	Yes	Yes		
40	16079	Tingen Rd at Sparta Ln	NB	35.720186	-78.855802	Yes	Yes		
41	16081	James St at Germaine St	EB	35.72266	-78.852845	Yes	Yes		

42	16083	James St at E Williams St	EB	35.723031	-78.846483	Yes	Yes		
43	16085	E Williams St at S Mason St (Apex Middle School (NB))	NB	35.725827	-78.8501	Yes	Yes		
44	16087	S Salem St at Williams St	NB	35.727836	-78.853603	Yes	Yes		
45	16089	S Salem St at Moore St	NB	35.728765	-78.852957	Yes	Yes		
46	16091	N Salem St at The Depot	NB	35.732186	-78.85045	Yes	Yes		
47	1452	N Mason St at Old Mill Village Dr (Town Hall (NB))	NB	35.732839	-78.845471	Yes	Yes	Yes (GoTriangle 305)	

Exhibit D

GoApex Route 1 Paratransit Service Area Map



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Shawn Purvis, Deputy Town Manager - Performance and Strategy Portfolio

Department(s): Town Manager's Office / Town Administration

Requested Motion

Motion to adopt a Town of Apex Conflict of Interest Policy: Contracts and Subawards of Town of Apex Supported by Federal Financial Assistance to ensure compliance with various state and federal grant opportunities.

Approval Recommended?

Yes

Item Details

The Town currently has conflict-of-interest statements and policies included within the town's procurement policy, personnel policy, and the Town Council Code of Ethics, in addition to observance of conflict-of-interest general statutes. The attached Conflict of Interest Policy will supplement current policies to ensure compliance for various state and federal grant opportunities.

Attachments

- CN3-A1: Conflict of Interest Policy - Contracts and Subawards of the Town of Apex Supported by Federal Assistance



Conflict of Interest Policy:
Contracts and Subawards of Town of Apex Supported by Federal Financial Assistance

I. Scope of Policy

- A. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Town of Apex (the “*Town*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- B. Application of Policy. This Policy shall apply when the Town (1) enters a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II: Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- A. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- B. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Town purchases property or services needed to carry out a program or project under a Federal award.
- C. “*Contractor*” means an entity or individual that receives a Contract.
- D. “*Covered Individual*” means a Public Officer, employee, or agent of the Town.¹
- E. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Town).
- F. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Town, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- G. “*Federal Financial Assistance*” means Federal financial assistance that the Town receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other

¹ 2 C.F.R. § 200.318(c)(1) prohibits any “employee, officer, or agent” of a recipient or subrecipient from participating in the “selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.”

Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

- H. “*Governing Board*” means the Apex Town Council.
- I. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- J. “*Involved in Making or Administering*” means (i) with respect to a Public Officer or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Officer, being a member of a board, commission, or other body of which the Public Officer is a member, taking action on the Contract or Subaward, whether or not the Public Officer actually participates in that action.
- K. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- L. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Town (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Town.
- M. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- N. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Town) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- O. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- P. “*Subcontract*” means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- Q. “*Subcontractor*” means an entity that receives a Subcontract.
- R. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

III. COI Point of Contact.

- A. Appointment of COI Point of Contact. The Apex Finance Director, an employee of the Town, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Finance Director is unable to serve in such capacity, the Assistant Finance Director shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- B. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- A. North Carolina Law. North Carolina law restricts the behavior of Public Officers and employees of the Town involved in contracting on behalf of the Town. The Town shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the regulations and prohibitions imposed by the North Carolina General Statutes and restated in this Section IV.
1. G.S. § 14-234(a)(1). A Public Officer or employee of the Town Involved in Making or Administering a Contract or Subaward on behalf of the Town shall not derive a Direct Benefit from such a Contract or Subaward.²
 2. G.S. § 14-234(a)(3). No Public Officer or employee of the Town may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Town.
 3. G.S. § 14-234.3. If a member of the Governing Board of the Town serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Town and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Town and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
 4. G.S. § 14-234.1. A Public Officer or employee of the Town shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public officer or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

² Refer to G.S. § 14-234 for exemptions under North Carolina law. North Carolina law does not exempt any contracts from the prohibition in G.S. § 14-234(a)(1) solely because a public officer or employee involved in making or administering a contract has an insubstantial or *de minimis* financial interest in an entity under contract with the Town.

B. Federal Standards.

1. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(A), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - a) Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
 - b) Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(B)(1)(a), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
2. Identification and Management of Conflicts of Interest.³
 - a) Duty to Disclose and Disclosure Forms
 - i. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
 - ii. Prior to the Town's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
 - iii. If the value of a proposed Contract or Subaward exceeds \$50,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in the records of the Town.⁴
 - b) Identification Prior to Award of Contract or Subaward.
 - i. Prior to the Town's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and

³ This Section creates a conflict of interest disclosure and management system that ensures governing board review in some circumstances. The purpose of review by the governing board and a management official is to serve as an internal control mechanism.

⁴ Neither 2 C.F.R. § 200.318(c)(1) nor any guidance released by the U.S. Treasury applicable to Fiscal Recovery Funds requires the Town to obtain conflict of interest disclosures from Covered Individuals. This is intended to serve as an internal control mechanism to prevent the Town from inadvertently entering into prohibited transactions and the Town might chose not to adopt it.

Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Town.

c) Management Prior to Award of Contract or Subaward

- i. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such findings in writing to the Town Manager, Town Attorney, and to the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - 1) accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if the Town is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if the Town is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to the Town; or
 - 2) reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
- ii. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Town may enter into the Contract or Subaward in accordance with the Town's purchasing or subaward policy.

d) Identification After Award of Contract or Subaward.

- i. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Town has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such findings to the Town Manager, Town Attorney, and to the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Town shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

e) Management After Award of Contract or Subaward.

- i. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(B)(2), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - 1) if the Town is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

- 2) if the Town is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to the Town in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. **Oversight of Subrecipient's Conflict of Interest Standards**

- A. **Subrecipients of the Town Must Adopt Conflict of Interest Policy.** Prior to the Town's execution of any Subaward for which the Town serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- B. **Obligation to Disclose Subrecipient Conflicts of Interest.** The COI Point of Contact shall ensure that the legal agreement under which the Town makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. **Gift Standards**

- A. **Federal Standard.** Subject to the exceptions set forth in Section VI(B), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- B. **Exception.** Notwithstanding Section VI(A), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion:
 1. honorariums for participating in meetings;
 2. advertising items or souvenirs of nominal value; or
 3. meals furnished at banquets.
- C. **Internal Reporting.** A Covered Individual shall report any gift accepted under Section VI(B) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Town is a Subrecipient.

VII. **Violations of Policy**

- A. **Disciplinary Actions for Covered Individuals.** Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Officer by the Governing Board, or termination of an agent's contract with the Town.

- B. Disciplinary Actions for Contractors and Subcontractors. The Town shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- C. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Town shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Town, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

Adopted this the _____ day of _____, _____.

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">- Stock in a corporation.- Membership interest in a limited liability company.- Partnership interest in a general or limited partnership.- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.- Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">• Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to a local office or position on a public or private board).

EXHIBIT B

Compliance Checklist for Oversight of Contract Conflicts of Interest

The Town of Apex (“*the Town*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Town’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Finance Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Town.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$50,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager, Town Attorney, and to the Governing Board.

Definitions

1. *Covered Individual* means each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Town) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step	
-------------	--

1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract: _____		
		Name of Counterparty: _____		
		Subject of Contract: _____		
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. If the estimated Contract amount exceeds \$50,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact. (Any identified interest in Step 3 is a potential “real” conflict of interest.)			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$50,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact. (Any identified interest in Step 4 is a potential “real” conflict of interest.)			
	<u>Public Officers – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>	
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain. (Any identified interest in Step 5 is a potential “apparent” conflict of interest.)			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

Contract Conflict of Interest Disclosure Form for Officers, Employees, and Agents

The Town of Apex (“*the Town*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Town’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Finance Director as the “COI Point of Contact.”

The COI Point of Contact has identified you as an officer, employee, or agent of the Town that may be involved in the selection, award, or administration of the following contract: _____ (the “*Contract*”). To safeguard the Town’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Town) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Town) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Town) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Town) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Town) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Town) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Town) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Town) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Signature: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

EXHIBIT D

Compliance Checklist for Subaward Oversight

The Town of Apex (“*the Town*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Town’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Finance Director as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Town.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$50,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager, Town Attorney, and to the Governing Board.

Definitions

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Town) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step	
-------------	--

1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	Name of Contract: _____ Name of Counterparty: _____ Subject of Subaward: _____		
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$50,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact. (Any identified interest in Step 3 is a potential “real” conflict of interest.)			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$50,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact. (Any identified interest in Step 4 is a potential “real” conflict of interest.)			
	<u>Public Officers – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>	
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain. (Any identified interest in Step 5 is a potential “apparent” conflict of interest.)			
	<u>Public Officers</u>	<u>Employees</u>	<u>Agents</u>	

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

Subaward Conflict of Interest Disclosure Form for Officers, Employees, and Agents

The Town of Apex (“*the Town*”) has adopted a Conflict of Interest Policy (“*Policy*”) that governs the Town’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Finance Director as the COI Point of Contact.

The COI Point of Contact has identified you as an officer, employee, or agent of the Town that may be involved in the selection, award, or administration of the following subaward: _____ (the “*Subaward*”). To safeguard the Town’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Town) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Town) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Town) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Town) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Town) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Town) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Town) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Town) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Signature: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Amir Nezarati, P.E., Transportation Engineer

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to award a construction contract with Slurry Pavers, Inc., for the 2026 Microsurfacing Project, in the amount of \$461,072.80, authorize the Town Manager, or their designee, to execute the contract on behalf of the Town, and authorize a 5% contingency be added to the project budget.

Approval Recommended?

Yes

Item Details

The scope of work includes crack sealing and application of a type 2 Microsurfacing pavement preservation treatment within the Holland Farm, Seagrove's Farm, Olive Chapel Park, and Ellington Place neighborhoods. This treatment is intended to extend the pavement life and delay the need for asphalt resurfacing by protecting the surface from water intrusion and weathering. Asphalt patching in these neighborhoods has been completed as part of the 2026 Road Rehabilitation Project.

Sealed bids for construction and furnishing of all materials were received and opened on Thursday, May 7, 2026. It is the recommendation of staff that the contract be awarded to Slurry Pavers, Inc. as the lowest responsive bidder. Funding for construction is included in the current Transportation Improvements Project Fund. Bid summary:

	Total
Slurry Pavers, Inc.	\$461,072.80
<i>Engineer's Estimate</i>	<i>\$467,072.50</i>
Superior Paving Corporation	\$628,288.25

Attachments

- CN4-A1: Agreement - Construction Contract Award - Slurry Pavers, Inc. - 2026 Microsurfacing Project
- CN4-A2: Bid Tabulation - Construction Contract Award - Slurry Pavers, Inc. - 2026 Microsurfacing Project
- CN4-A3: Maps - Construction Contract Award - Slurry Pavers, Inc. - 2026 Microsurfacing Project



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Apex (“Owner”) and
Slurry Pavers, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: microsurfacing on Apex maintained streets.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Town of Apex – Transportation & Infrastructure Development Department.

3.02 Indicate the applicable provision:

Owner has designated the individual or department identified in Paragraph 3.01 of this Agreement as the Engineer (“Engineer”) on the Project. Contractor acknowledges that the Engineer identified in this Article is an internal employee, or department comprised of staff of the Owner, and accepts that arrangement and the decision-making and interpretive authority of the Engineer as detailed in the Contract Documents.

The Owner has retained _____ (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. N/A

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: N/A

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. Total of Unit Price Work \$461,072.80.
 - C. All Work, at the prices stated in Contractor's Bid, is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 Interest on final payments due to prime contracts shall accrue in accordance with North Carolina General Statute 143-134.1.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Power of Attorney.
 - 5. Certificate of Insurance.
 - 6. General Conditions.
 - 7. Supplementary Conditions.
 - 8. Specifications as listed in the table of contents of the Project Manual.
 - 9. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: **Town of Apex 2026 Microsurfacing.**
 - 10. Addenda.
 - 11. Exhibits to this Agreement

- a. Contractor's Bid.
 - b. Notice of Award.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Affidavits.
12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 E-Verify

- A. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

10.07 Iran Divestment Act Certification

- A. 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 Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that Contractor will not utilize any subcontractors found on the Final Divestment List.

10.08 Anti-Human Trafficking

- A. 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.

10.09 Non-discrimination

- A. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that it 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.

10.10 Electronic Signature

- A. 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 of Apex'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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [redacted] (which is the Effective Date of the Contract).

OWNER: Town of Apex

CONTRACTOR: _____

By: Randal E. Vosburg

By: _____

Signature: _____

Signature: _____

Title: Town Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 250

Apex, NC 27502-0250

License No.: _____
(where applicable)

If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.

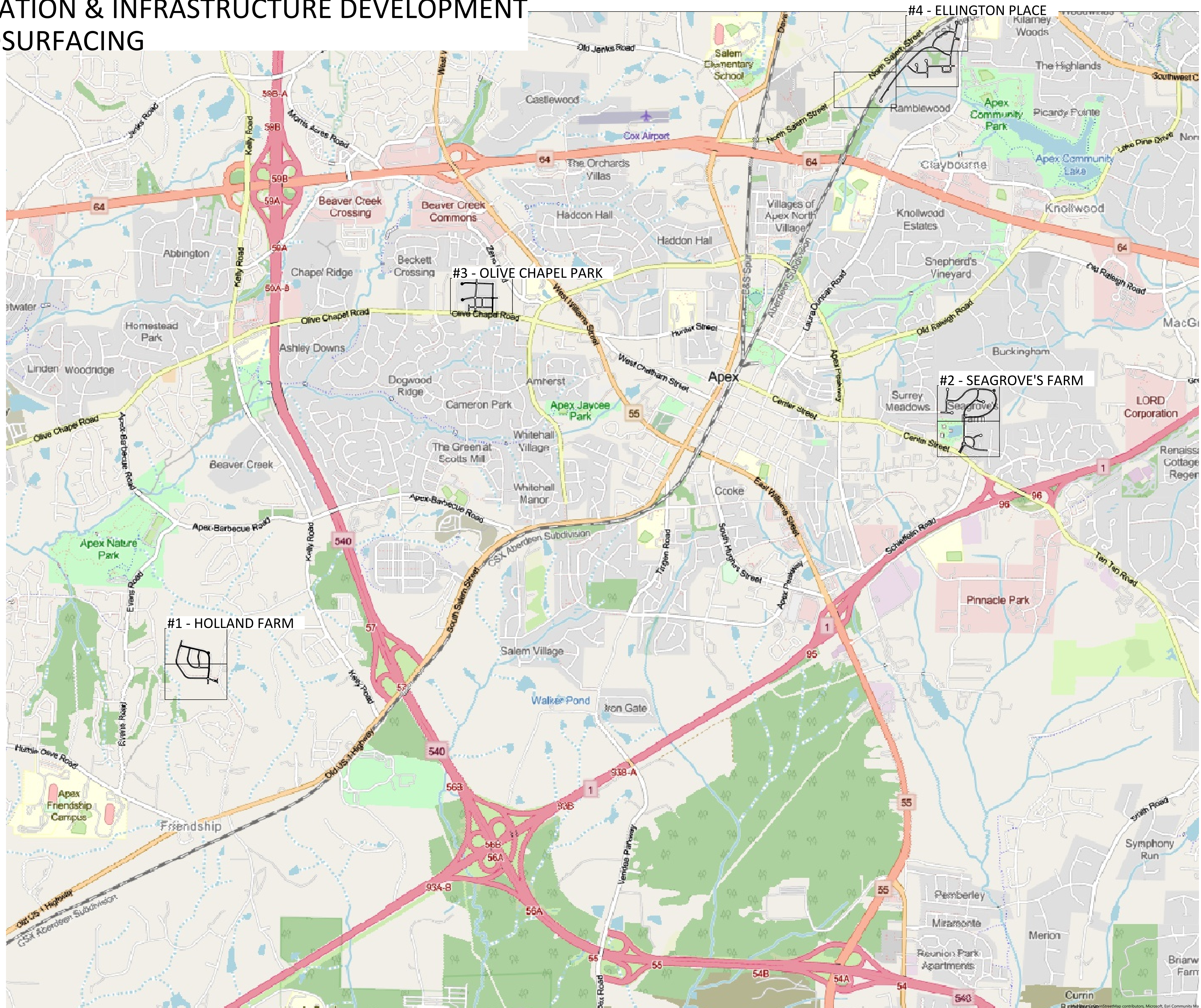
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Jon Griffin, Finance Director

Item #	Spec	Item Name	Unit	Quantity	Engineer's Estimate		Slurry Pavers, Inc.		Superior Paving Corporation	
					Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
Holland Farm - Map 1										
1	800	MOBILIZATION	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 8,500.00	\$ 8,500.00	\$ 23,500.00	\$ 23,500.00
2	SP	MICRO SURFACING SINGLE COURSE, TYPE 2	SY	13,395	\$ 4.50	\$ 60,277.50	\$ 3.98	\$ 53,312.10	\$ 5.00	\$ 66,975.00
3	657	SEALING EXISTING PAVEMENT CRACKS AND JOINTS	LBS	2,010	\$ 5.00	\$ 10,050.00	\$ 4.11	\$ 8,261.10	\$ 2.85	\$ 5,728.50
4	1101	TRAFFIC CONTROL	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00
5	660	ASPHALT SURFACE TREATMENT, MAT COAT, NO. 78 STONE (CAPE SEAL)	SY	4,025	\$ 5.00	\$ 20,125.00	\$ 6.27	\$ 25,236.75	\$ 11.25	\$ 45,281.25
6	660	EMULSION FOR ASPHALT SURFACE TREATMENT (CAPE SEAL)	GAL	1,410	\$ 5.00	\$ 7,050.00	\$ 3.50	\$ 4,935.00	\$ 3.65	\$ 5,146.50
7	SP	MICRO SURFACING RUT FILL COURSE	TN	3	\$ 550.00	\$ 1,650.00	\$ 700.00	\$ 2,100.00	\$ 1,500.00	\$ 4,500.00
					Subtotal:	\$ 109,952.50	Subtotal:	\$ 113,344.95	Subtotal:	\$ 176,131.25
Seagrove's Farm - Map 2										
1	800	MOBILIZATION	LS	1	\$ 6,200.00	\$ 6,200.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00
2	SP	MICRO SURFACING SINGLE COURSE, TYPE 2	SY	21,060	\$ 4.50	\$ 94,770.00	\$ 3.98	\$ 83,818.80	\$ 5.00	\$ 105,300.00
3	657	SEALING EXISTING PAVEMENT CRACKS AND JOINTS	LBS	3,160	\$ 5.00	\$ 15,800.00	\$ 4.11	\$ 12,987.60	\$ 2.85	\$ 9,006.00
4	1101	TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
5	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 8-INCH, 90 MIL	LF	120	\$ 7.00	\$ 840.00	\$ 7.00	\$ 840.00	\$ 5.60	\$ 672.00
6	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 24-INCH, 90 MIL	LF	85	\$ 15.00	\$ 1,275.00	\$ 15.00	\$ 1,275.00	\$ 13.50	\$ 1,147.50
7	1205	REMOVAL OF PAVEMENT MARKING LINES, 8-INCH	LF	120	\$ 6.00	\$ 720.00	\$ 10.00	\$ 1,200.00	\$ 12.00	\$ 1,440.00
8	1205	REMOVAL OF PAVEMENT MARKING LINES, 24-INCH	LF	85	\$ 20.00	\$ 1,700.00	\$ 15.00	\$ 1,275.00	\$ 16.75	\$ 1,423.75
9	SP	MICRO SURFACING RUT FILL COURSE	TN	3	\$ 550.00	\$ 1,650.00	\$ 700.00	\$ 2,100.00	\$ 1,500.00	\$ 4,500.00
					Subtotal:	\$ 129,455.00	Subtotal:	\$ 122,996.40	Subtotal:	\$ 145,489.25
Olive Chapel Park - Map 3										
1	800	MOBILIZATION	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 8,500.00	\$ 8,500.00	\$ 30,500.00	\$ 30,500.00
2	SP	MICRO SURFACING SINGLE COURSE, TYPE 2	SY	12,690	\$ 4.50	\$ 57,105.00	\$ 3.98	\$ 50,506.20	\$ 5.00	\$ 63,450.00
3	657	SEALING EXISTING PAVEMENT CRACKS AND JOINTS	LBS	1,910	\$ 5.00	\$ 9,550.00	\$ 4.11	\$ 7,850.10	\$ 2.85	\$ 5,443.50
4	1101	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00
5	660	ASPHALT SURFACE TREATMENT, MAT COAT, NO. 78 STONE (CAPE SEAL)	SY	2,990	\$ 5.00	\$ 14,950.00	\$ 6.27	\$ 18,747.30	\$ 11.25	\$ 33,637.50
6	660	EMULSION FOR ASPHALT SURFACE TREATMENT (CAPE SEAL)	GAL	1,050	\$ 5.00	\$ 5,250.00	\$ 3.50	\$ 3,675.00	\$ 3.65	\$ 3,832.50
7	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 4-INCH, 90 MIL	LF	67	\$ 5.00	\$ 335.00	\$ 5.00	\$ 335.00	\$ 4.50	\$ 301.50
8	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 8-INCH, 90 MIL	LF	5	\$ 7.00	\$ 35.00	\$ 7.00	\$ 35.00	\$ 5.60	\$ 28.00
9	1205	REMOVAL OF PAVEMENT MARKING LINES, 4-INCH	LF	67	\$ 5.00	\$ 335.00	\$ 5.00	\$ 335.00	\$ 9.00	\$ 603.00
10	1205	REMOVAL OF PAVEMENT MARKING LINES, 8-INCH	LF	5	\$ 6.00	\$ 30.00	\$ 10.00	\$ 50.00	\$ 12.00	\$ 60.00
11	SP	MICRO SURFACING RUT FILL COURSE	TN	3	\$ 550.00	\$ 1,650.00	\$ 700.00	\$ 2,100.00	\$ 1,500.00	\$ 4,500.00
					Subtotal:	\$ 99,040.00	Subtotal:	\$ 103,133.60	Subtotal:	\$ 162,356.00
Ellington Place - Map 4										
1	800	MOBILIZATION	LS	1	\$ 6,125.00	\$ 6,125.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00
2	SP	MICRO SURFACING SINGLE COURSE, TYPE 2	SY	20,630	\$ 4.50	\$ 92,835.00	\$ 3.98	\$ 82,107.40	\$ 5.00	\$ 103,150.00
3	657	SEALING EXISTING PAVEMENT CRACKS AND JOINTS	LBS	3,095	\$ 5.00	\$ 15,475.00	\$ 4.11	\$ 12,720.45	\$ 2.85	\$ 8,820.75
4	1101	TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
5	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 4-INCH, 90 MIL	LF	10	\$ 5.00	\$ 50.00	\$ 5.00	\$ 50.00	\$ 4.50	\$ 45.00
6	1205	THERMOPLASTIC PAVEMENT MARKING LINES, 24-INCH, 90 MIL	LF	144	\$ 15.00	\$ 2,160.00	\$ 15.00	\$ 2,160.00	\$ 13.50	\$ 1,944.00
7	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL, 90 MIL	EA	2	\$ 300.00	\$ 600.00	\$ 150.00	\$ 300.00	\$ 170.00	\$ 340.00
8	1205	REMOVAL OF PAVEMENT MARKING LINES, 4-INCH	LF	10	\$ 5.00	\$ 50.00	\$ 5.00	\$ 50.00	\$ 10.00	\$ 100.00
9	1205	REMOVAL OF PAVEMENT MARKING LINES, 24-INCH	LF	144	\$ 20.00	\$ 2,880.00	\$ 15.00	\$ 2,160.00	\$ 16.75	\$ 2,412.00
10	1205	REMOVAL OF PAVEMENT MARKING SYMBOL	EA	2	\$ 150.00	\$ 300.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00
11	SP	MICRO SURFACING RUT FILL COURSE	TN	3	\$ 550.00	\$ 1,650.00	\$ 700.00	\$ 2,100.00	\$ 1,500.00	\$ 4,500.00
					Subtotal:	\$ 128,625.00	Subtotal:	\$ 121,597.85	Subtotal:	\$ 144,311.75
					Total:	\$ 467,072.50	Total:	\$ 461,072.80	Total:	\$ 628,288.25
Bid Table Summary										
					Holland Farm, Map 1:	\$ 109,952.50	\$ 113,344.95	\$ 176,131.25		
					Seagrove's Farm - Map 2:	\$ 129,455.00	\$ 122,996.40	\$ 145,489.25		
					Olive Chapel Park - Map 3:	\$ 99,040.00	\$ 103,133.60	\$ 162,356.00		
					Ellington Place - Map 4:	\$ 128,625.00	\$ 121,597.85	\$ 144,311.75		
					Total:	\$ 467,072.50	\$ 461,072.80	\$ 628,288.25		

TOWN OF APEX TRANSPORTATION & INFRASTRUCTURE DEVELOPMENT 2026 MICROSURFACING

PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
TID-26-05	1	12



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Jonathan Griffin, Director

Department(s): Finance

Requested Motion

Motion to authorize an amendment to the Fiscal Year 2025 Financial Audit contract to extend the completion date to June 15, 2026 and authorize the Mayor to execute the amendment.

Approval Recommended?

Yes

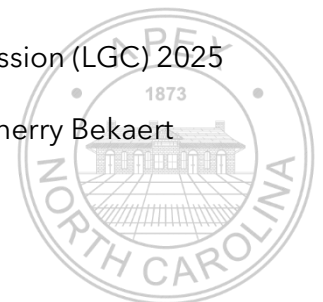
Item Details

Per NCGS 159-34(a), audit contracts require approval by the governing board of a local government unit, specifically the scope. The Modified Due Date changes to 6/15/2026, representing the submission date of 5/28/26 plus a two-week period to cover the submission of additional forms through the State Treasurer's LOGOS system. Cherry Bekaert LLP's contract also includes review and approval of the Town's Data Input Workbook (submitted through LOGOS) and submittal of the Town audit to the Federal Audit Clearinghouse, both of which occur after the submission date.

There was a small cost increase due to time expended by Cherry Bekaert analyzing changes in the Town's chart of accounts (which was significantly restructured in the Town's new accounting ERP and was not disclosed to the audit firm in advance of the software ERP go-live and preparation of the Town's financial statements. The cost will be absorbed lapsed salaries in the Town's finance department and requires no further appropriations from Council.

Attachments

- CN5-A1: Contract Amendment - Cherry Bekaert - Local Government Commission (LGC) 2025 Amendment - Extending Completion Date to June 15, 2026
- CN5-A2: CONT-2025-227 - Original Audit Contract for Fiscal Year 2025 w-Cherry Bekaert



Whereas	Primary Government Unit Town of Apex, NC
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor Cherry Bekaert LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending	and originally due on	Audit Report Due Date
	06/30/25		12/31/25

hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date	Original due date 12/31/25	Modified due date 06/15/26
<input checked="" type="checkbox"/> Modification to fee	Original fee \$ 69,000.00	Modified fee \$ 76,500.00

Primary (choose 1)
Other (choose 0-2)

Reason(s) for Contract Amendment

- Change in scope
- Issue with unit staff/turnover
- Issue with auditor staff/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

Plan to Prevent Future Late Submissions

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Indicate NA if this is an amendment due to a change in cost only. Town is actively working on a plan to improve reporting with it's new ERP that was implemented during FY25, including consideration of report writing software.

Additional Information


Please provide any additional explanation or details regarding the contract modification.

In addition to the due date change there has been a change in audit fee, due to extra time needed to work through the GL mapping in the new ERP and related reporting work.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative* (typed or printed) Lee Ann Watters	Signature* 
Date* 06/01/26	Email Address lecann.watters@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Apex, NC	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (if required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

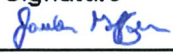
GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* Jon Griffin	Signature* 
Date of Pre-Audit Certificate* 6/3/2026	Email Address* JON.GRIFFIN@APEXNC.ORG

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

The	Governing Board Town Council
of	Primary Government Unit Town of Apex, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Cherry Bekaert LLP
	Auditor Address 3800 Glenwood Avenue, Suite 200, Raleigh, NC 27612

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 10/31/25
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
 - b) the status of the prior year audit findings;
 - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
 - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).
31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitted-your-audit>
32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.
33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: **Title and Unit / Company:** **Email Address:**

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.


4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Apex, North Carolina
Audit Fee (financial and compliance if applicable)	\$ 69,000
Fee per Major Program (if not included above)	\$ 6,500
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$ N/A
TOTAL AMOUNT NOT TO EXCEED	\$ 75500

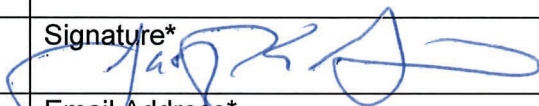
Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$ N/A
Fee per Major Program (if not included above)	\$ N/A
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$ N/A
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed)* Lee Ann Watters	Signature* 
Date* May 20, 2025	Email Address* leeann.watters@cbh.com


GOVERNMENTAL UNIT

Governmental Unit* Town of Apex, North Carolina	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Jacques K. Gilbert	Signature* 
Date June 10th, 2025	Email Address* jacques.gilbert@apexnc.org
Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 75500
Primary Governmental Unit Finance Officer* (typed or printed) Jessica Murphy-Rhem	Signature* 
Date of Pre-Audit Certificate* 05/29/2025	Email Address* Jessica.Murphy-Rhem@apexnc.org

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- May 08, 2026 - Regular Town Council Budget Work Session Meeting Minutes
- May 12, 2026 - Regular Town Council Meeting Minutes
- May 19, 2026 - Regular Town Council Work Session Meeting Minutes
- May 26, 2026 - Town Council Community Budget Town Hall Meeting Minutes

Approval Recommended?

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

Item Details

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

Attachments

- CN6-A1: **DRAFT** Minutes - May 08, 2026 - Regular Town Council Budget Work Session Meeting Minutes
- CN6-A2: **DRAFT** Minutes - May 12, 2026 - Regular Town Council Meeting Minutes
- CN6-A3: **DRAFT** Minutes - May 19, 2026 - Regular Town Council Work Session Meeting Minutes
- CN6-A4: **DRAFT** Minutes - May 26, 2026 - Town Council Community Budget Town Hall Meeting Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, MAY 12, 2026
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, May 12th, 2026 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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

<https://www.youtube.com/watch?v=Uf0ld9PFK38>

[ATTENDANCE]

Elected Body

- Mayor Jacques K. Gilbert (presiding)
- Mayor Pro Tempore Terry Mahaffey
- Councilmember Ed Gray
- Councilmember Arno Zegerman
- Councilmember Sue Mu
- Councilmember Shane Reese

Town Staff

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

[COMMENCEMENT, INVOCATION, AND PLEDGE OF ALLEGIANCE]

Mayor Gilbert called the meeting to order at 6:00 p.m. and thanked those who were in person as well as live stream. He then led in the Pledge of Allegiance. He then read the diversity statement. He recognized National Police Week and Peace Officer’s Memorial Day and invited all to have a moment of silence to commemorate the lives lost and those who paid the ultimate sacrifice for our state, nation, and world. He invited Anna Johnson with the LDS Church up to give a presentation featuring the Town of Apex and the volunteering that the community does.

1 **Anna Johnson**, Communications Director of the Church of Jesus Christ of Latter-Day
2 Saints on behalf Just Serve along with Becky Jesperson, Just Serve Specialist and Ryan
3 Jeperson, faith leader, formally recognized the Town of Apex with the Just Serve City award
4 that demonstrates excellence and exceptional leadership in volunteering and community
5 service. She said the award is presented to communities that not only support service efforts,
6 but actively foster a culture where neighbors, organizations, schools, businesses, faith groups,
7 and civic leaders work together to strengthen their community.

8 **Ms. Jesperson** gave information on how residents can find ways to volunteer based
9 on their interests, skills, availability or causes they care about at justserve.org. She said this
10 award honors not just individual volunteer efforts, but the culture the town has helped create.

11 **Ms. Johnson** presented the Just Serve City Award plaque to the Town of Apex in
12 recognition of its outstanding commitment to volunteerism and community engagement.

13 **Mayor Gilbert** asked Town Manager Vosburg to receive the award on behalf of the
14 town and take pictures.

15
16 **Mayor Gilbert** acknowledged special guest Wake County Commissioner Cheryl
17 Stalling and thanked her for attending the meeting.

18
19 **[ANNOUNCEMENTS AND PETITIONS BY THE GOVERNING BODY]**

20
21 **Mayor Gilbert** asked for announcements from Council.

- 22
23 • **Mayor Pro-Tempore Mahaffey** - Shared that he attended the annual CityVision
24 conference hosted by the League of Municipalities in Raleigh, where he participated
25 in sessions on disaster preparedness and municipal communications and looked
26 forward to applying what he learned to Town initiatives.
- 27 • **Councilmember Gray** - Thanked the community for its dedication to service and
28 encouraged continued public participation in the Town budget process. He noted that
29 multiple budget Work Sessions had been held, stated that resident feedback has been
30 incorporated into discussions, and invited the public to continue providing comments
31 through meetings, emails, and office hours. He said that he would be at Apex
32 Community Park in the upcoming week for the opportunity to talk with residents about
33 budgets.
- 34 • **Councilmember Zegerman** - Thanked residents for attending the meeting and
35 commented on the pleasant weather, noting he had no additional announcements.
- 36 • **Councilmember Mu** - Thanked Ms. Johnson for the award along with staff and
37 residents for their contributions. She noted the feedback during budget season,
38 assuring residents their comments are being reviewed even if they do not receive
39 direct replies. She also announced the first Peak Resilience and Well-Being Task Force
40 workshop scheduled for May 29th from 6:00 to 8:00 p.m. at the Apex Senior Center,
41 with Cheryl Stallings leading the workshop.

- 1 • **Councilmember Reese** - Encouraged residents to participate in community
2 engagement opportunities highlighted in the Town’s “Get Connected” publication,
3 including programs such as Adopt-a-Park and Journey League. He also thanked Think
4 Apex nominees, award recipients, and volunteers for their contributions to the
5 community.
- 6 • **Mayor Gilbert** - Said that Apex is the best and concluded announcements before
7 moving to adoption of the meeting agenda.

8
9 **[ADOPTION OF THE MEETING AGENDA]**

10
11 **Mayor Gilbert** asked Town Clerk Allen Coleman to present any recommended
12 changes to the meeting agenda.

13
14 **Town Clerk Allen Coleman** said that staff is requesting the deferral of Regular
15 Agenda RA2 - Ordinance Amendments - Yard Waste Program to the May 28th meeting.

16
17 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
18 **Councilmember Zegerman** to set the Regular Meeting Agenda with the deferral of RA2 -
19 Ordinance Amendments - Yard Waste Program to the May 28th, 2026 Regular Town Council
20 Meeting.

21
22 **VOTE: UNANIMOUS (5-0)**

23
24 **[CONSENT AGENDA]**

25
26 **Town Manager Vosburg** said that staff is recommending deferral of CN1 Agreement -
27 North Carolina Department of Transportation (NCDOT) - Reimbursement Agreement -
28 Operational Improvements at Intersection of Olive Chapel Road and Apex Barbecue Road to
29 the May 28th meeting.

30
31 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
32 **Councilmember Gray** to approve the Consent Agenda with the deferral of CN1 Agreement -
33 North Carolina Department of Transportation (NCDOT) - Reimbursement Agreement -
34 Operational Improvements at Intersection of Olive Chapel Road and Apex Barbecue Road, to
35 the May 28th meeting.

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

38
39 **~~CN1 Agreement - North Carolina Department of Transportation (NCDOT) -~~**
40 **~~Reimbursement Agreement - Operational Improvements at Intersection of Olive Chapel~~**
41 **~~Road and Apex Barbecue Road (Project HL-0173) (Deferred)~~**

1 This item was removed from the Consent Agenda and deferred to the May 28th, 2026 Regular
2 Town Council Meeting, per Council vote.

3 **CN2 Annexation No. 813 - Altera Heights - Jenks Road and Wimberly Road - 15.16**
4 **acres (OTHER-2026-058) (RES-2026-045) (RES-2026-046)**

5 Council adopted a Resolution Directing the Town Clerk to Investigate Petition Received, to
6 accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the
7 Date of a Public Hearing for Thursday, May 28, 2026, on the Question of Annexation - Apex
8 Town Council's intent to annex 15.16 +/- acres, located at 1440 Wimberly Road (PIN No.
9 0722-68-1610) 2.08 acres, 1508 Wimberly Road (PIN No. 0722-68-2430) 2.24 acres, 8108
10 Jenks Road (PIN No. 0722-67-3959) 10.31 acres, and Wimberly Road Eastern Right-of-Way
11 0.52 acres, Annexation No. 813, into the Town Corporate limits.

12 **CN3 Contract Award - Roadworks Construction Company - Justice Heights Street**
13 **Extension Project - \$1,536,725 and Capital Project Ordinance Amendment No. 2026-**
14 **12 (ORD-2026-046) (CONT-2026-063)**

15 A) Council voted to award a construction contract between Roadworks Construction
16 Company, LLC and the Town of Apex, for the Justice Heights Street Extension project, in the
17 amount of \$1,536,724.52, approve a 10% contingency be added to the project budget, and
18 to authorize the Town Manager, or their designee, to execute the contract on behalf of the
19 Town,

20 B) Council voted to adopt Capital Project Ordinance Amendment 2026-12 to appropriate
21 funds for the construction contract associated with the Justice Heights Street Extension
22 Project.

23 **CN4 Council Meeting Minutes - Various**

24 Council approved Meeting Minutes from the following meetings:

25 April 14, 2026 - Regular Town Council Meeting Minutes

26 April 16, 2026 - Town Manager's Recommended Budget Presentation Fiscal Year 2026-27

27 April 21, 2026 - Regular Town Council Work Session Meeting Minutes

28 **CN5 Tax Report - March 2026 (OTHER-2026-059)**

29 Council approved the Apex Tax Report dated April 16, 2026.

30 **CN6 Town Council Rules of Procedure Amendment - Council Committees, Role of**
31 **Council Committee Chair (PLCY-2026-009)**

32 Council adopted an amendment to the Apex Town Council's Rules of Procedures to
33 incorporate direction previously provided at the April 21, 2026, Town Council Work Session
34 which clarified the Council Committee membership and the Role of the Council Committee
35 Chair position.

36

1 **CN7 Unified Development Ordinance Amendments - April 28, 2026 - Part A -**
2 **Statement (OTHER-2026-060)**

3 Council approved the Statement of the Apex Town Council pursuant to G.S. 160D-605(a)
4 addressing action on the Unified Development Ordinance (UDO) Amendments of April 28,
5 2026, proposed by staff.

6
7 **[TOWN COUNCIL COMMITTEE REPORT]**

8
9 **Mayor Gilbert** asked Finance Committee Chair, Mayor Pro-Tempore Mahaffey to give
10 an update on the recent ad hoc Finance Committee meeting.

11
12 **Mayor Pro-Tempore Mahaffey** reported that the Ad Hoc Finance Committee, that
13 himself and Council Member Gray with the Finance Committee on April 30th to review the
14 General Fund budget. He said that much of the information discussed was later presented
15 during the Council Budget Work Session and outlined the upcoming budget timeline, noting
16 that Council would review several budget options with varying tax rates at the May 21st Work
17 Session to establish a revised budget baseline, and that final budget adoption was scheduled
18 for June 9th. He also said there would be upcoming opportunities for public input, including
19 his regular office hours monthly on the second Thursday, 9:00 a.m. at the Senior Center and
20 an upcoming budget-focused Town Hall meeting, tentatively on May 26th after the May 21st
21 Work Session.

22
23 **[TOWN MANAGER'S REPORT]**

24
25 **Town Manager Vosburg** provided the following updates:

- 26
27 • **Brett Gantt Sculpture Walk (April 2026 - March 2027):** The start of the sixth annual
28 Brett Gantt Sculpture Walk, running from April 2026 through March 2027, with
29 additional details available on the Town website.
- 30 • **Apex Amplified Concert Series - May 14th, 5:30 p.m. to 8:30 p.m.:** The launch of
31 the new Apex Amplified concert series, with the first event scheduled in the Town Hall
32 parking lot.
- 33 • **CommUniversity Mental Health Program - May 21st, 6:00 p.m. to 8:00 p.m.:** A
34 "Caring for Your Mental Health" program will be held at The Halle Cultural Arts Center
35 as part of Comm University programming and in support of the Peak Resilience and
36 Well-Being initiative.
- 37 • **Sushi and Sumo Event - May 24th, 11:30 a.m. to 1:30 p.m.:** The previously
38 postponed Sushi and Sumo event was rescheduled and will take place at the Apex
39 Community Park volleyball courts.

- 1 • **Memorial Day Ceremony - May 25th, 9:30 a.m.:** The annual Memorial Day
2 ceremony will be held at Apex Fire Station 1 in partnership with Apex American
3 Legion Post 124.
- 4 • **Peak Resilience and Well-Being Workshop - May 29th, 6:00 p.m. to 8:00 p.m.:** A
5 workshop related to the Peak Resilience and Well-Being initiative will be held at the
6 Apex Senior Center.
- 7 • **Town Office Closure - May 25th:** Town Hall and Town offices will be closed in
8 observance of Memorial Day.
- 9 • **Town Council Budget Work Session - May 21st**
- 10 • **Regular Town Council Meeting - May 28th:** The next regular Council meeting will be
11 held on Thursday, May 28th, due to the Memorial Day holiday schedule adjustment.
- 12 • **Ask Apex Customer Service Update:** Ask Apex continues to maintain strong
13 performance metrics, resolving 92% of calls with an average wait time of 46 seconds.
- 14 • **Budget Process Update:** This evening’s budget hearing represented the fourth
15 official public hearing on the proposed budget, with a fifth hearing scheduled for June
16 9th prior to adoption.
- 17 • **Electric Meter Exchange Update:** Approximately 16,600 electric meters have been
18 exchanged, representing slightly more than 50% of the total meter replacement.
- 19 • **Salem Streetscape Project Update:** Construction activities have resumed on the
20 Salem Streetscape project, including utility work, erosion control, underground
21 conduit work, and upcoming soil cell installation. The project timeline has been
22 delayed into December, though staff and contractors are working to recover time
23 through extended work hours and weekend work with the goal of moving completion
24 closer to November, and there is ongoing communication and coordination with
25 downtown businesses regarding impacts to the project area and holiday season
26 planning.

27
28

29 **TM1 Fiscal Year Ending June 30, 2025 - Financial Audit Progress Update**

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32

Jon Griffin, Director, Finance Department, gave an update on the final audit progress
in the following presentation:

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[SLIDE NO. 1]



3
4

[SLIDE NO. 2]



5

1 **[SLIDE NO. 3]**

Financial Statement Audit

- o The federal government shutdown last fall delayed publication of the 2025 OMB Compliance Supplement.
 - Apex reported a significant amount of federal/state fund expenditures in FY '25 compared to the last several fiscal years.
- o FY 2025 required the implementation of GASB 101 (Compensated Absences), a new governmental accounting standard for paid absences. This was completed in January '26.
- o Preparing governmental financial statements for audit is time and labor intensive.
 - The Town prepares its financial statements completely internally, and was at a disadvantage due to system and turnover considerations.
 - April '25, Turnover in Director, August '25 Assistant Director
 - January '25 mid-year change in Accounting ERP (Tyler NW -> NetSuite)

2
3 **[SLIDE NO. 4]**

Next Steps

- Received technical and managerial commentary / recommended from Cherry Bekaert changes to full accrual financial statements (Net Position, Activities) and the Notes to the Financial Statements
- Finance Director will resubmit the document with proposed edits tomorrow (5/12)
- Continuing to plan on signed audit opinion between now and a presentation on 5/28.

4
5 **[SLIDE NO. 5]**

General Fund Balance

February '26 Retreat Data Versus Current

Council Fund Balance Policy	Retreat	Draft	
Beginning Fund Balance	\$ 51,769,700	\$ 51,769,700	\$ -
Total change in fund balance	\$ 7,340,165	\$ 7,415,482	\$ 75,317
Ending Fund Balance	\$ 59,109,865	\$ 59,185,182	\$ 75,317
State Stabilization	\$ (15,661,502)	\$ (21,045,606)	\$ (5,384,104)
Future Budget Appropriation	\$ (3,985,000)	\$ (3,985,000)	\$ -
PY Encumbrance Carryforward	\$ (6,006,918)	\$ -	\$ 6,006,918
Council Policy Target	\$ (28,473,650)	\$ (28,473,650)	
Available for Appropriation	\$ 4,982,795	\$ 5,680,926	\$ 698,131
Unassigned Fund Balance	\$ 33,456,445	\$ 34,300,958	\$ 844,513

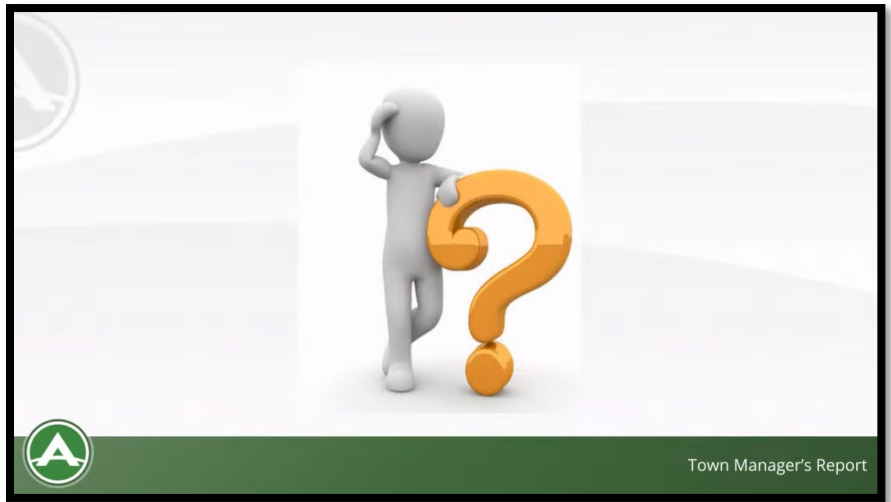
6

1 **[SLIDE NO. 6]**

	Retreat Balance	Current	Change	Pct
General Fund	\$ 59,109,865	\$ 59,185,182	\$ 75,317	0.1%
Governmental Debt	\$ 8,513,090	\$ 8,513,090	\$ -	0.0%
Affordable Housing	\$ 6,985,820	\$ 6,985,820	\$ -	0.0%
Electric Operations	\$ 18,669,985	\$ 18,364,834	\$ (305,151)	-1.7%
Water Operations	\$ 23,748,321	\$ 23,714,918	\$ (33,403)	-0.1%
Stormwater	\$ 3,772,554	\$ 3,768,860	\$ (3,694)	-0.1%
	\$ 120,799,635	\$ 120,532,704	\$ (266,931)	-1.8%

Town Manager's Report

2
3 **[SLIDE NO. 7]**



4 **Mr. Griffin** asked if there were any questions.

5 **Councilmember Zegerman** asked if the \$18 million fund balance would include

6 outstanding receivables.

7 **Mr. Griffin** said that would include any uncollected receivables.

8 **Mayor Pro-Tempore Mahaffey** asked what the timeline was for the audit to be

9 completed and uploaded to the auditor's office.

10 **Mr. Griffin** said the goal is May 28th at the latest.

11 **Councilmember Gray** said that the audit is with the auditor so this is not in our control

12 at this point.

13 **Mr. Griffin** said that draft copies of the financial statements, Apex's statements and

14 deposition schedules, revenue changes and fund balance notes were given to the Auditor in

15 March 2026. He said that there has been feedback from the Auditor and another draft will be

16 sent back to them, with this being the fourth and hopefully the last draft.

17

1 **Councilmember Reese** asked for confirmation that there were no penalties with this
2 audit.

3 **Mr. Griffin** said no penalties, but if there were penalties there would be a small
4 portion of sales tax withheld after July 1st if it was still outstanding and there couldn't be more
5 held than a percentage of the actual audit contract which is \$80,000.00.

6
7 **[TOWN CLERK'S REPORT]**

8
9 **Town Clerk Allen Coleman** gave the following updates:

- 10
11 • **Advisory Board Openings** - Several advisory board positions will be presented to
12 Council in June for appointment consideration. Youth Advisory positions are also
13 expiring, and students interested in local government involvement are encouraged to
14 apply. Eligibility requirements include being at least 16 years old and attending an
15 Apex-based high school.
- 16 • **Public Records Software** - The town selected JustFOIA as the new public records
17 software vendor following a collaborative evaluation process involving a committee
18 from multiple departments and this has been recommended to move forward at the
19 next Town Council meeting, Thursday May 28th.
- 20 • **Legislative Monitoring:**
- 21 ○ **Grocery Sales Tax** is a proposed grocery sales tax reduction legislation, which
22 could impact Apex revenues by approximately \$2 million.
- 23 ○ **Board of Elections Presentation** - The Wake County Board of Elections will
24 provide a presentation at the May 28th Council meeting regarding even-year
25 elections and potential impacts on Apex.
- 26 ○ **Property Tax Cap Legislation** - Staff is monitoring state property tax cap
27 legislation as proposals continue moving through the Senate and House with
28 differing approaches.
- 29 • **Columbarium Promotion:** The town is preparing outreach regarding available spaces
30 in the new columbarium at the Upchurch Street cemetery. Individuals already on the
31 waiting list will be contacted first before new inquiries are accepted.

32
33 **Mayor Gilbert** asked if the Youth Advisory opportunity included all High Schools in Apex.

34 **Town Clerk Allen Coleman** said yes, all high schools in Apex including public, charter or
35 private high schools were included.

36
37 **[PROCLAMATIONS/SPECIAL PRESENTATIONS]**

38 **PR1 Proclamation - Mental Health Awareness Month - May 2026 (PRO-2026-028)**

39 **Mayor Gilbert**, along with the rest of the Town Council, joined in the reading of the
40 Proclamation recognizing Mental Health Awareness Month 2026. He invited members of the
41 Peak Resilience and Wellbeing Task Force to receive the proclamation and take pictures.

1 **PR2 Proclamation - National Police Week 2026 and Peace Officers Memorial Day -**
2 **Monday, May 11 through Sunday, May 17, 2026, and Friday, May 15, 2026 (PRO-2026-**
3 **029)**

4
5 **Mayor Gilbert**, along with the rest of the Town Council, joined in the reading of the
6 Proclamation recognizing National Police Week 2026 and Peace Officers Memorial Day 2026.
7 He invited Captain Greg Pawluk, Lieutenant Josh Klatt and officers of the Apex Police
8 Department to receive the proclamation and take pictures.
9

10 **PR3 Proclamation - Public Works Week 2026 - May 17 through May 23, 2026 (PRO-**
11 **2026-030)**

12
13 **Mayor Gilbert**, along with the rest of the Town Council, joined in the reading of the
14 Proclamation recognizing Public Works Week 2026. He invited Public Works Director John
15 Mullis and members of the Public Works Department to receive the proclamation and take
16 pictures.
17

18 **[PUBLIC FORUM]**

19
20 **Mayor Gilbert** opened Public Forum and called the first speaker.
21

22 First speaker was **Pam Keenan** of 531 Bart St:
23

24 "My name is Pam Keenan. I'm a 25-year resident of Cary and a 25-year member of
25 Apex United Methodist Church, which, as you know, is deeply involved in service and mission
26 in every aspect of the community. But there's a particular aspect of the mission work at Apex
27 UMC that I've been involved in so heavily over the years, and that's Family Promise and the
28 focus of Family Promise is family homelessness. I know you're in the middle of budget season,
29 and I know the buzzword these days everywhere you go is affordable housing, affordable
30 housing, affordable housing, but I don't think that a lot of people often make the connection
31 between affordable housing and family homelessness, that's something that kind of flies
32 under the radar screen, but there's some pretty sobering statistics that I would really like you
33 to think about. Families make up roughly 20 to 30% of the population suffering
34 homelessness. I know our stereotype is the guy under the bridge, the veteran who's returned
35 home with mental illness, the drug addicts, the people with substance abuse issues, but 20 to
36 30% of all the homeless people are families. Now, that translates to there being one child in
37 every two Wake County classrooms. How many Wake County classrooms do we have? That's
38 K to 12. There's a child in every other one of those that is probably experiencing
39 homelessness. That's far more likely a number than that's being reported. Think about parents
40 who are very concerned that someone might find out that they're homeless, social services is
41 going to be knocking on the door, maybe taking their kids away. There's a lot of social stigma
42 and shame that people can't provide for their children and so, while we know 20 to 30% is

1 reported, there's probably a lot more. What's the specific impact of homelessness on
2 children? It's pretty dire. Four times more likely to suffer from mental illness during the course
3 of their lifetime. Seven times more likely to have to repeat a grade in school, seven times
4 because their family is suffering homelessness, 50% more likely to experience homelessness
5 themselves as an adult. Those are pretty significant social impacts that affect all of us. What
6 are the root causes of family homelessness? Lack of affordable housing. Bingo. There you got
7 it. Lack of affordable childcare, something people don't really connect the dots on between
8 housing, childcare, and homelessness. Families who can't afford childcare can't work. Parents
9 and families that can't afford childcare can't work and the typical job disruption, death or
10 unavailability of free childcare from a family member, illness, disability, domestic violence,
11 parental abandonment. So, all of those things come into play and they all track back to
12 affordable housing. So, Family Promise is an organization that started, I don't know, 25 or 30
13 years ago. They're a nonprofit, they're nationwide and they provide, first of all, emergency
14 shelter for families that have had something happen in their life like job loss, disability, or
15 child care disappearing that has caused them to lose their permanent stable home and
16 Family Promise brings in families and puts them in an emergency shelter there on Method
17 Road in Raleigh. They own an apartment building that used to be student housing and they
18 have four units for emergency shelter for families that are living in their car or living in the
19 park or maybe couch surfing and get thrown out. They come through the concentrated entry
20 with social services and are referred to Family Promise and then stay in the emergency shelter
21 and they can stay up to 90 days while Family Promise tries to stabilize them. Churches like
22 Apex Methodist used to be part of a network of about two dozen churches in the area that
23 would house these families for a week at a time, but COVID stopped that and so now they're
24 housed there at Family Promise and then they have transitional housing available for them, a
25 rapid rehousing program, they have landlords who will provide below-cost rental units for
26 them but the need is so much greater. There's a year's wait list for families who need
27 emergency shelter. So that's not very helpful. What's the ask to the town? Partner public-
28 private partnerships to build more affordable housing units. Think about maybe an
29 emergency housing unit here in western Wake County. It could be something like what's
30 happening in Cary with the Greenwood Baptist Church where they're building a building
31 that's got the social services and affordable childcare on the ground floor, transitional
32 housing, and then affordable housing upstairs. It can be providing tax breaks and permitting
33 and zoning support to developers who are willing to come in and do affordable housing. It
34 can be allowing different kinds of housing like modular housing and tiny homes in places
35 where those properties that would be available for those might not be zoned for that and for
36 permitting. It's a public campaign to help communities who might have the NIMBY syndrome
37 understand that maybe some affordable housing in their community, their neighborhoods,
38 would be a good thing for them. It would expand people's horizons and not bring the host of
39 social ills that most people think come with that. So, it's thinking outside the box and being
40 creative, doing the things that you're already doing, which is driving home that sense of
41 community among all of us, but helping more of us stay with us because as the rents rise and
42 the housing prices rise in Apex, more and more people are driven out of Apex and into other

1 fringe areas. So that's the ask from Family Promise. Think about when you're talking about
2 affordable housing, it is certainly teachers and police officers and public service workers,
3 restaurant workers, but it's families as well and when you're making those budget decisions
4 and you're making those decisions to encourage affordable housing, keep the families in
5 mind, too. And what are ways that you can promote affordable housing to keep these families
6 off the street? Thank you.”

7
8 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

9
10 Next speaker was **Michael Kolesar** of 106 Fanwood Court:

11
12 “Good evening. My name is Michael Kolasar and I own and reside at 106 Fanwood
13 Court in the Bradley Terrace section of the town. While three minutes will not do justice to my
14 topic tonight, I hope that the town will consider and act upon a topic I present, namely the
15 creation and implementation of an ordered committee. Certain events have been in the news
16 in the past few months regarding the Town of Cary and the city of Rocky Mount, which
17 suggest that their systems of internal controls were not as robust as they should have been.
18 The Government Finance Officers Association, or GFOA, has recommended for many years
19 dating back to 1997 that municipalities establish an audit committee or its equivalent. I have
20 provided the Town Clerk with a PDF file of that GFOA policy statement on audit committees,
21 and I hope that all interested or concerned parties have received or may receive a copy of
22 this statement. So, how did I become concerned about this topic? It may be helpful for you to
23 know a little bit about my background. Yes, by the color of my hair, I’m a senior citizen. I am
24 80 years young. My experience includes the following. I received a bachelor’s degree with a
25 major in Accounting from Queens College at the City University of New York, followed by a
26 master’s in business administration with a concentration in Finance from the Columbia
27 University Graduate School of Business. I began my working career in the New York City office
28 of Arthur Young, now known as Ernst & Young. I sat for and passed on my first attempt all four
29 parts of the CPA exam and earned my license to practice as a certified public accountant in
30 the state of New York. My first government experience came shortly thereafter, being drafted
31 into the United States Army at the height of the Vietnam War. That honorable two-year service
32 included a 14-month special assignment to the United States Military Academy. I returned to
33 Ernst & Young after my military service and became a manager with significant worldwide
34 responsibilities for the conduct of audits for two Fortune 50 companies. I was recruited to
35 another Fortune 50 company to be their worldwide Director of Accounting, where I, along
36 with others, had the responsibility for that entity’s compliance with generally accepted
37 accounting principles, the annual report to shareholders, and periodic filings. My second
38 government experience came when I ran for and was elected as a trustee to a governing
39 board in the county of Westchester. As a member of that body, that municipality created an
40 audit committee in 2005 that included professionals from the community. My last government
41 service was as the controller of the town of Greenburgh, the 13th largest town in the state of
42 New York. Time is running out, so I will omit some other comments. I welcome the

1 opportunity to discuss this topic in much greater detail with any member or members of the
2 town council or members of the town staff. Thank you for your attention tonight, and I am
3 happy to respond to any questions that you may have, but I recognize you have a
4 comprehensive agenda for this meeting. Thank you, sir. Again, thank you.”

5
6 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

7
8 Next speaker was **Caren Ziller** of 303 Interior Ct:

9
10 “Thank you for giving me this opportunity to speak on behalf of the Apex downtown
11 community. I was born and raised in Apex. I went to Apex Friendship. Here I have a
12 comprehensive list of small businesses that my friend Sawyer and I visited yesterday and
13 today in downtown Apex. It’s about 20 of them. I do have them here if possible to hand out.
14 We basically asked these business owners and employees about their experience with the
15 downtown Apex construction, just comments, feedback, and any kind of experiences, and
16 whether they had any statistics for them to be able to give us that. The range of sales going
17 down for these businesses ranges from 15% to 50% so obviously this is a mix of new and old
18 businesses. The newer businesses do not have the data to compare because they’ve only
19 been around for a little less than a year. There have been a lot of rumors and we’ve been
20 hearing things like maybe the engineers had some wrong designs and they still continued to
21 go along with it. Regardless, the deadline’s been pushed. I understand there was a recent
22 update that the new deadline is January of 2027 for the whole project to be completed. I do
23 think there are some things we can advocate for, whether it’s weekend hours, night hours, or
24 evening hours for these construction workers to continue working so we can compensate for
25 the delays. Maybe even compensation for tenants’ rent. Hours have been cut and it’s been
26 really hurting especially food service industry workers because we rely on tips. It’s been a big
27 endeavor all around. I know the parking deck project has been talked about, but I do think
28 that is a priority to give more parking rather than take away 15 spots on the street. I think
29 there has been a lack of continuous communication, accountability, and transparency. We all
30 around are very optimistic about this project at the end, but we need change, putting things
31 out on the table, being adults, and really talking about what’s going on here, along with some
32 kind of compromise, reimbursement, or compensation. I know I still have 30 seconds, which is
33 crazy. I’m a yapper actually. It’s crazy. I will say Greg from the antique shop was the one who
34 came up with the idea of some kind of compensation for the tenants. Cynthia from Cocoon
35 Galleries talked about her concerns about rents being raised at the end of all of this, and
36 she’s been around here for a while. A lot of old businesses have been here, so if they’re taking
37 a hit now, then we should compensate somehow. Thank you.”

38
39 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

40
41 Next speaker was Sawyer Carhecchia:

1 “Hi there. I’m one of the friends of Karen over here. We’ve gone together to a bunch of
2 the different small businesses, as she explained for us. Our goal was to create a little more
3 communication between the small business owners, the employees, and the citizens of
4 downtown Apex. I’m a food service employee, and my livelihood is at risk because of the lack
5 of communication and the lack of urgency happening with this construction project. I don’t
6 want you to think that we are against the project itself, but I think there have been a lot of
7 issues that maybe haven’t been considered by the council members and those who have
8 organized this. On the website it says that throughout the entirety of the project the sidewalks
9 will remain open and accessible. The term “accessible” suggests that this is accessible to
10 disabled people, those who need mobility aids, those using wheelchairs, and those using
11 strollers. The reality is that’s simply not true. I can’t tell you how many customers and people
12 I’ve spoken to in the last couple of days who have expressed that because of their disabilities
13 and inability to have that mobility, they are unable to use the side of the street where the
14 construction is so when the project eventually moves to the other side, that will continue to
15 be a deterrent. We found that not only on the side where construction is, but also on the side
16 opposing it, there have been issues not only with revenue but also with tables for restaurant
17 are not being able to be used outside for patio seating because of the dust, gravel, and
18 everything affecting food and guest experiences. I see this firsthand every single day. My
19 income has gone down because of business. I know this is obviously a concern for the small
20 businesses themselves, but it’s also an issue on the individual level, and I don’t know if that
21 has really been brought to the attention of everybody here. I also wanted to bring attention to
22 Seaboard Road, which is being used as a bypass to the one-way street on Salem, I park there
23 because I’m an employee on that side of the road, and employee parking has basically
24 disappeared, especially on weekends, because of the limited street parking. In addition to
25 that, I know you’ve probably seen there was a speed device placed there to try and deter
26 people from speeding through that road, but even with it, we’ve still had at least one accident
27 that I know of and multiple close encounters because of the bottleneck it is creating, in
28 addition to the bottleneck itself where that device was placed creating a very difficult kind of
29 corner to bypass. I think that covers everything I wanted to say. Thank you for your time.”

30
31

32 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

33
34
35

Next speaker was **George Hogan** of 2140 Vithorio Lane:

36 “Mayor and council, I have been here many times talking about the same thing, and
37 I’m going to continue talking about it with you. We’re talking about Flock cameras and Flock
38 surveillance, and this is not theoretical. Almost everybody in this room was recorded by Flock
39 surveillance cameras on their way here tonight. The data is now sitting in a searchable
40 network surveillance system linked to your plate, your vehicle, and your movement patterns.
41 You didn’t consent to a private company retaining that. You weren’t notified, and you had no
42 way of knowing who accessed it and why. Since the beginning of 2025, 65 cities, counties,

1 and jurisdictions have rejected or cancelled their Flock contracts. Denver most recently,
2 Mountain View, Eugene, Cambridge. This month alone, Shoreline, El Cerrito, and Appleton.
3 It's not a fringe pattern. This is a national reckoning and here's why, it came out yesterday a
4 former Milwaukee officer abused Flock 179 times to stalk a woman he was dating and her ex.
5 That is exactly when I talked about in a former meeting, what we audit ourselves looks like in
6 practice. The Chief at the end of the January Working Session described Flock simply as a
7 tool that takes a picture of a license plate. Of course, Flock's own materials tell a very different
8 story: plate readers, live video, audio detection, cross-agency data sharing, and a network
9 surveillance ecosystem spanning thousands of jurisdictions. So, either the chief doesn't know
10 what he bought, or he does and he's not clearly telling you what he has bought.
11 Ten cameras is how much we have right now deployed in Apex, but that's not the product.
12 Ten cameras is the entry point and back in February when we were talking about this, I said
13 very clearly that it was going to start with 10 and guess what happened? APD put in for
14 another \$150,000 for Flock cameras, that would be 50 cameras in the little town of Apex.
15 It starts with a limited deployment, maybe a pilot, then a budgeted line, and then an
16 expansion request. It's exactly what happens every single time. Recently, you approved a
17 moratorium on data centers so the town could study the issue and build the policy first. I
18 credit that that was the right play here. But why pause data centers while moving faster and
19 essentially unfettered when it comes to police surveillance collecting searchable location data
20 on every resident who drives? This isn't about trusting the current Chief or even the current
21 Council. It's about whether you're willing to build a permanent surveillance infrastructure that
22 a future department, a future council, or a future vendor or outside agency may use in ways
23 that you cannot control. If you believe this type of tool is appropriate for Apex, great. Write a
24 policy, go to bid, and let the residents be part of that conversation. You're looking at your
25 budget right now. There's \$40,000 you can get right now by canceling this contract. Thank
26 you."

27

28 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

29

30 Next speaker was **Elizabeth Stitt** of 3113 Friendship Road:

31

32 "Mayor and Town Council, good evening. At the last town council meeting, I spoke
33 about where our audited financials were, and obviously we heard a presentation tonight. I
34 want to put this in context for the public. There is a statutory requirement for the town to
35 submit its audited financials by a certain date. In 2022, 2023, and 2024, they were late. That
36 date was December 1st. So, let's keep in mind the close of our fiscal year is June 30th, and
37 you had from June 30th to December 1st. The letters of explanation that went to the Local
38 Government Commission primarily blamed staffing issues for being late for those years.
39 So, we fast forward to fiscal year 2025 that ended June 30th, 2025, and the state moved the
40 deadline from December 1st all the way to March 31st because there were some new
41 requirements that you heard mentioned earlier. So, here we are sitting in May. The financials
42 were June 30th, and we're going to maybe have them ready by May 28th. That is 11 months.

1 Eleven months. So, it raises the question, is it time to outsource this if staffing issues continue
2 to be the problem and we can't meet the basic minimum statutory requirement? It is your
3 responsibility. You know every year I'm going to look for the audited financials. Every year I'm
4 going to stand up here and say, "How can we trust you with taxpayer dollars if you can't
5 ensure that the town has enough staff or outsource it to somebody?" This is a basic
6 fundamental government requirement. The one topic that was not shared in the presentation
7 earlier that was in the agenda packet, I would like to read as an additional reason as to why it
8 was late. It says, "From September 2025 to date, the town received four additional external
9 reviews of the town's financial records which required staff time and effort to prepare and
10 transmit records and respond to inquiries." That is in the meeting packet tonight. That means
11 other people are concerned as well. What is happening is what I would like to know. You
12 know what you've done is there's been a late public disclosure of all the utility bills that are
13 late. The financials are late. The cyberattack on personal information was disclosed late. Why?
14 If we have the Peak of Good Living, why is everything late? I don't think this is high-
15 performing government. Thank you."

16
17 **Mayor Gilbert** thanked the speaker and invited up the next speaker.

18
19 Next speaker was **Dawn Cozzolino** of 3632 Bosco Road:

20
21 "So, I'm going to go back in time a little bit and talk about a subject that I talk about a
22 lot, Consent Agenda items, so or the public, it's probably something you don't really
23 recognize, but Consent Agenda items are supposed to be very routine and they're supposed
24 to be like approving meeting minutes or personnel issues. They're not supposed to be
25 anything major, but what Town of Apex tends to do is put a lot of heavy-duty capital projects
26 in their Consent Agenda or other things, and there's no public hearing on it. So, I'm going to
27 go back to January 27th, 2026. There was a town Council meeting. Instead of being in
28 person, the same night Holly Springs had one. So, they were able to make it with the weather.
29 For some reason, it was conducted virtual and electronic. So, it eliminated this whole in-
30 person forum. It eliminated real-time comment anything, no obstacles, right? And when you
31 all do Consent Agenda, because I've been at Town of Holly Springs, they do it in about 10 or
32 15 seconds. They approve all this stuff. One vote, boom, done and approved. So, what was
33 this meeting about? I'm going to go through it. It was about \$221 million in capital
34 appropriations. Pretty interesting number. I kind of saw the slide before and I was like, where
35 are the numbers coming from? They're not really described, but I will talk about this Consent
36 Agenda item specifically and read off what it is because it was a motion to approve capital
37 project ordinances and it goes through about four numbers appropriating interest earnings
38 funds for projects in transportation, ARPA, which is the COVID money funds, water, sewer, and
39 electric capital funds and so, it goes on to say, this interest, and that sounds pretty standard,
40 shortly after the town went live in the M4 ERP, an accounting error related to the town's use of
41 inventory caused an error to occur that left three multi-year capital projects with understated
42 expenditures due to staffing turnover and vacancies. This error was not detected until

1 October 2025 and corrected. Interest is earned within the project funds as being allocated.
2 So, in other words, and I only have 30 seconds, in other words, more excuses, more turnover,
3 more excuses, more things and we're talking about multi-million dollars transferring from the
4 general fund, like \$32 million into transportation, \$67 million into ARPA, water was \$65
5 million, and \$13 million into the electric fund. So, in other words, Consent Agenda vote, done.
6 Thank you."

7

8

Mayor Gilbert thanked the speaker and invited up the next speaker.

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Next speaker was **Nick Vosburg** of 1148 Tringham Court:

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"Mayor, Council members, Town Manager, and staff. I'm here tonight simply to say thank you. It's easy for public meetings to become a scoreboard of frustrations, complaints, and criticism. That comes with the territory of leadership but I think it's equally important that we pause and recognize the incredible amount of work, thought, and care that goes into guiding a town like Apex through growth, change, and opportunity. Apex is not standing still. It is growing, evolving, and becoming a place that more and more people want to call home. That kind of success does not happen by accident. It happens because of long hours from town staff, difficult decisions, careful planning, and elected leaders willing to make tough decisions even when they are not always the most popular in the moment. And while not everyone will always agree on every decision, I believe there's a large group of residents who are optimistic about where Apex is headed. Many of us see the investment in infrastructure, parks, public safety, small businesses, and community spaces. We see a town trying to balance preserving its character while preparing responsibly for the future. That's not an easy tightrope to walk. Frankly, it's like trying to renovate a house while hosting Thanksgiving dinner at the same time. Somebody is always unhappy about the noise. But I think sometimes the loudest voices can create the impression that they speak for everybody, and they don't. There is also a silent majority of residents who love this town, appreciate the work being done, and believe Apex continues to move in a positive direction. I love that my son is growing up in Apex. I love seeing the diversity of people and the perspectives that make this community vibrant and welcoming. I love our proximity to everything while still maintaining the charm and character that make Apex feel like home. I love the amenities that this town offers, our parks and greenways, the extensive parks and recreation programs for all ages that include seasonal athletics, art and education classes, our excellent schools, amazing police and fire departments, our friendly neighbors, and a sense of community that still exists even as we continue to grow. Apex has found a way to embrace the future without losing the heart that makes people want to live here in the first place. So tonight, I want to encourage those residents, speak up and show up. Let our staff and council know when you appreciate their efforts, not just when you disagree. Public service can be a thankless job, and positivity deserves a microphone too. To staff and Council, thank you for your commitment to Apex, for the difficult decisions that you make, and for continuing to invest in the future of this community. While I may not always agree with every decision, I appreciate and respect you all

1 for your work every day. I'm excited about where Apex is going, and I know many others are
2 too. So, thank you."

3
4 **Mayor Gilbert** thanked all that spoke and closed Public Forum.

5
6 **[PUBLIC HEARINGS]**

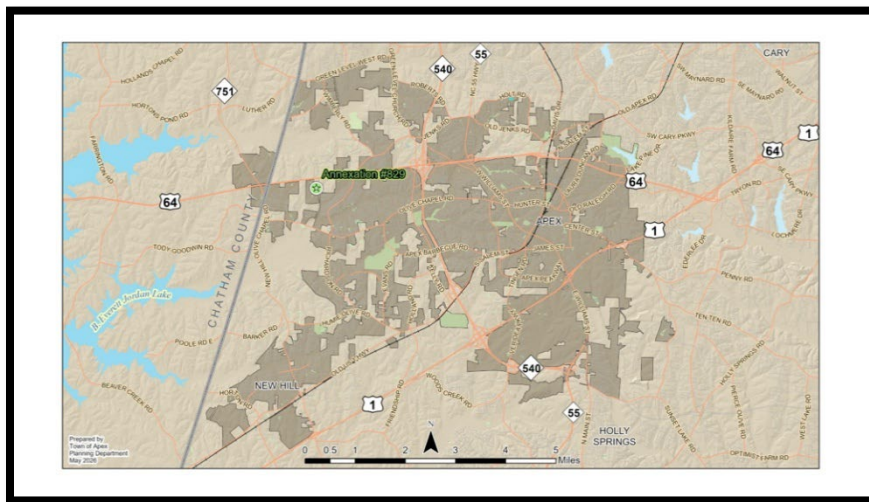
7
8 **PH1 Annexation No. 829 - 3501 US Highway 64 West - 14.75 acres (ORD-2026-047)**

9
10 **Planning Director Dianne Khin** presented Annexation No. 859, also known as 3501
11 US Highway 64 West. She said the applicant is requesting annexation to receive town services
12 for the total parcel of 14.75 acres.

13 **[SLIDE NO. 1]**



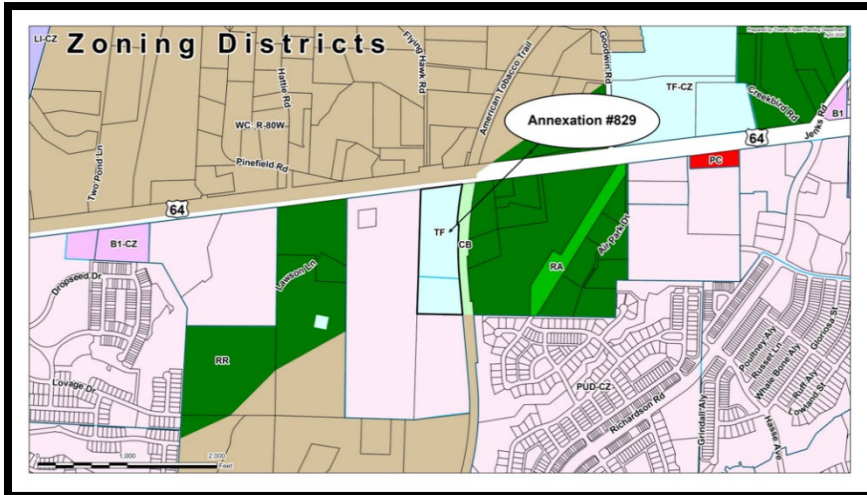
14
15 **[SLIDE NO. 2]**



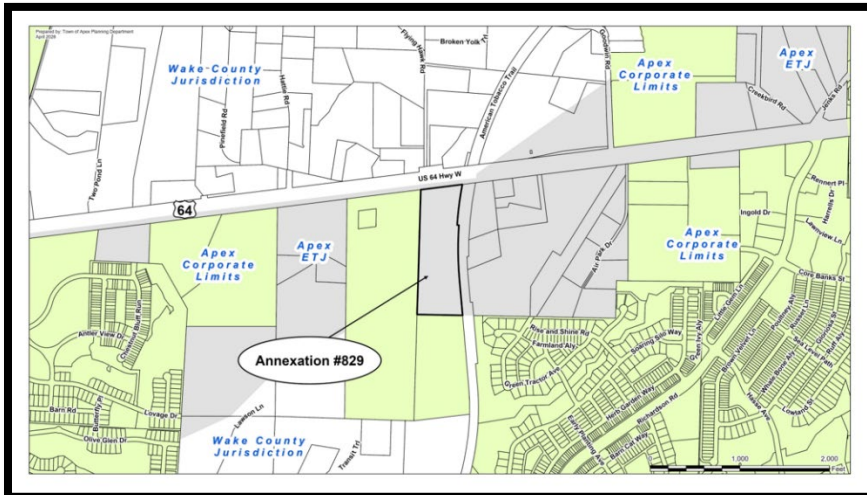
1 [SLIDE NO. 3]



2
3 [SLIDE NO. 4]



4
5 [SLIDE NO. 5]



6

1 **Mayor Gilbert** opened public hearing for the above-mentioned item (PH1).
2 With no one signed up to speak, Mayor Gilbert closed the public hearing and asked the
3 Council if there was a motion to approve as presented.
4

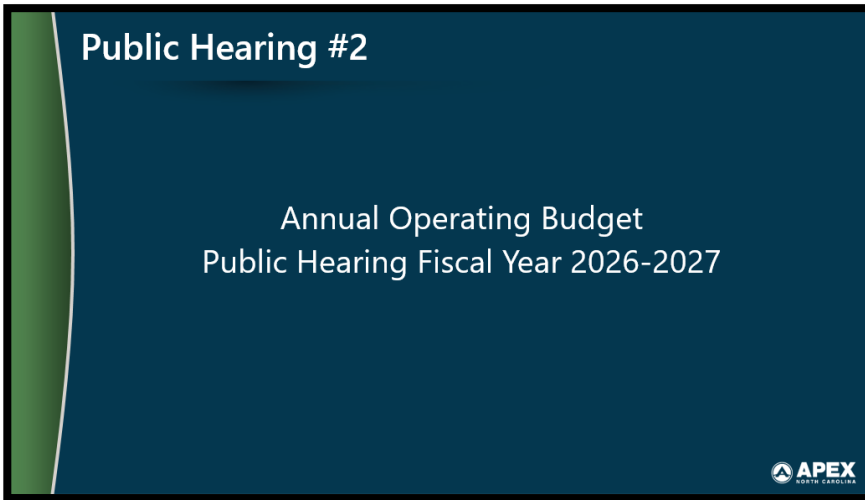
5 A **motion** was made by **Mayor Pro-Tempore Mahaffey**, seconded by
6 **Councilmember Zegerman**, to adopt Annexation Ordinance No. 829 - annexing 3501 US
7 Highway 64 West - 14.75 acres into the Town's Corporate Limits.
8

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

10
11 **PH2 Annual Operating Budget Public Hearing Fiscal Year 2026-2027**
12

13 **Councilmember Ed Gray** said this is Public Hearing two of the annual operating
14 budget public hearing and this is the opportunity for the community to be heard.

15 **[SLIDE NO. 1]**



16
17 **Mayor Gilbert** opened public hearing for the above-mentioned item (PH2). The
18 following individual(s) provided comments:
19

20 First to speak was Beth Bordeaux of 1044 Branch Line Lane:

21 "My Apex-based company is partners for impact, and we work toward building capacity for
22 community change. Thank you, Thankyou for all that you do, thank you for this opportunity to
23 speak on behalf of the budget for 2026-2027. As a Housing Choice Advocate, we appreciate
24 your continued commitment to housing choice for all, and your proposal to preserve the 1
25 cent tax dedicated to the affordable housing fund. Based on the 2025 update and the 2021
26 Affordable Housing Plan, we urge you not only to keep this penny tax, but to consider
27 increasing it to at least a penny and a half as quickly as possible, in order to close Apex's
28 affordable housing gap. We ask that this fund remain fully dedicated to putting new
29 affordable units on the ground, and keeping existing units safe and affordable. We have 4

1 things for you to consider. First, we are concerned that approximately \$542,000 in housing
2 staff salaries are being charged to the Affordable Housing Fund instead of the General Fund.
3 Ensure these funds do not cover expenses unrelated to increasing affordability. If staff
4 expenses must be covered through this fund, then staff should be dedicating 100% of their
5 time strictly to affordable housing efforts. Second, for significant investments like the \$10.6
6 million Hughes Street Mixed-Use Development, please ensure that Affordable Housing Funds
7 are exclusively used to increase affordable units in conjunction with leveraged funds, like tax
8 credits, and not broadly subsidizing the full property development. Third, in light of the
9 hardships like the Chatham Estates manufactured community redevelopment in Cary, it is
10 critical that we prioritize the stability and protection of families in manufactured home
11 communities in our community as part of our housing strategy. And don't misunderstand me,
12 because I am still an advocate for fully preserving these communities. Finally, we ask that you
13 consider the full and whole use of these set-aside dollars, thinking of it from a balance sheet
14 perspective, rather than a P&L. Think about the expected full balance at the end of this fiscal
15 year to be in the range of \$8.6 million, and then we would like to see a specific action plan
16 regarding how these funds will be used to quickly and purposefully implement the
17 recommendations outlined in the 2021 Affordable Housing Plan and the 2025 update. How
18 will funds be earmarked, how will they be set aside for specific projects, and so forth. Thank
19 you so much, I appreciate you and all you do."

20

21 **Mayor Gilbert** thanked the speaker, and called up the next speaker.

22 Next to speak was Elizabeth Stitt of 3113 Friendship Road:

23 "Mayor and Town Council, I'd like to start by saying the reason I keep showing up is because
24 obviously there are things that still need to be worked on. It is not necessarily that we don't
25 appreciate the Town, as some people will suggest, but we have people who are really hurting.
26 I have people who reach out to me on a regular basis, I've been around since 1991, I've
27 gotten a reputation of being willing to stand up here and take the bullets that come my way,
28 the nasty grams because I may have said something that people don't like, well guess what,
29 that's okay, we still come, I still have hope that maybe one of these days, somebody might
30 actually listen. Because I'm not advocating just for me, I'm advocating for the community
31 that's been here a long time. So, in terms of the budget, I really do not understand how you
32 can formulate a budget without understanding the foundation. If you do not have audited
33 financials, how do you really have confidence in the numbers you're working with. Just don't
34 understand it. Number 2, when people come up here and they talk about how they are
35 impacted by certain projects, the downtown project being delayed, maybe part of what we
36 do to close the budget gap is take a look at that project, and say what can we streamline to
37 save money, but also to pull the timeline back. It's not fair that these businesses are being
38 impacted the way they're being impacted. And then thirdly, when I go and look at the
39 documents from the past, there's certain information not available. I'll bring up Pleasant Park

1 for instance. The splash water park piece, I don't have young children so I'm not out there
2 splashing, but the park uses water. We have droughts. What is the Town's policy? How do we
3 reduce the cost of running the park? Maybe we don't have the splash pad for the kids. Maybe
4 that's where we save money and reduce operating costs. The public doesn't have enough
5 details in order to make some of these suggestions. I only know some of these things
6 because I've been around the block a while, and showing up at all these meetings, and
7 hearing people talk about things. It takes a lot of time and effort, and it's not a criticism
8 necessarily, but this is the only forum that we have to be able to bring suggestions. So, the
9 notion that because we have a criticism that we don't love the area, is just really unfounded.
10 So I want to thank you for listening to me again, I will keep showing up, and maybe one of
11 these days I won't have a reason to. Thank you."

12 **Mayor Gilbert** thanked the speaker and called up the next speaker.

13

14 Next to speak was Jim Herbst:

15 "I appreciate being here. Allen has a copy of everything I'm about to say, and you have plenty
16 of information from me already I'm sure. First of all, I want to start off by saying thank you to
17 the Council. This is a really difficult job and you're getting bullets all the time, so I appreciate
18 that you're listening, and you're taking some of our comments. I want to tell you that I'm not
19 going to ever try to give you anecdotal information. I really want to give you facts, I don't just
20 want to throw out stuff, and that's why I've given you that. I've given you a lot of material
21 beforehand, I'm not going to go over that, but I would like you to do is as you're considering
22 the budget, to take a look at some things before you make any decision, and maybe you have
23 this information and I don't, so you might just check this off your box. So, the first thing you
24 should have is the actual numbers, comparing it to last year's budget is better than not, but I
25 think you need the actual numbers from this year. Now of course you don't have it, the year's
26 not done, but unless you have that, an estimated actual, I don't think you have a full picture,
27 so I think you need that. Secondly, any positions, I would want to have KPIs and standards,
28 you know if you want a certain headcount of police, and maybe you do, but I don't see that in
29 the budget, and I've given you some KPIs and stuff that I've researched, and I'll tell you they're
30 probably better than nothing, but you have to go back to departments and challenge those.
31 And make sure you have those before you make any staffing decisions. There's a couple other
32 things here that I want to make sure that I get in in my 2 minutes, one is the raises of I think 3
33 and 2%, the general national raise is 3%, and I think that's really where you should hone in on.
34 I want to make sure too that you look at some of the data that I gave you, and the one that
35 stands out is, the population for the last five years when you were kind enough to give me the
36 five-year data, says that our population goes up 18%, so what would you think staffing went
37 up in that time? It went up 22%. I would think 18 would be the highest it would go up.
38 Because some things are fixed. What do you think salaries and compensation went up; these
39 are your numbers by the way. 47% in that five-year period. Something doesn't make sense to

1 me. These are your data; I'd be happy to go through the numbers. So, I want to just finish by
2 saying this, whatever you come up I'm not going to agree with it. And nobody should, you
3 should have, everybody should have their own opinion. That's okay. As long as you're taking
4 input from us, and you're getting data, I do think I will respect what you do. And I appreciate
5 that. Thank you."

6

7 **Mayor Gilbert** thanked the speaker and called up the next speaker.

8 Next to speak was Dawn Cozzolino of 3632 Bosco Road:

9 "I know there's been a lot of communication tonight about opposition, people having
10 opinions, criticisms I think some really strong words. I've been coming, I don't know 3 and half
11 years, I wasn't really paying much mind because I don't live in Apex, I live in New Hill, I live in
12 Wake County, I live in the country, I have well water and I have septic. And you would think
13 that would be fine, I would just go do my thing and live my life out. But unfortunately, because
14 the Town here, you do things that impact me all the time, and you harm my community all the
15 time. You utilize eminent domain, which is a very strict power on land use, you plan things for
16 our area that are not in your jurisdiction, you move money around to make it able to do land
17 purchases. In fact, I think affordable housing if I recall in the ARPA, was 4 million dollars, but I
18 don't know where that went. A lot of people talk about affordable housing, and some of the
19 projects that come before you, rather take the money for fee in lieu than actually build
20 affordable housing, so it's kind of a conflicting message for me. But that's why I come,
21 because I love my area, I love our community, I think we should be at peace, I think we have
22 constitutional rights, and nobody should be able to take those away from us, including
23 government officials. And while you're looking at the budget, you have a substantial amount
24 of employees, you have 4 different Town Managers, you have 4 different Town Attorneys, you
25 have duplicates of everything, and your salaries are way above normal average, so if you want
26 to cut line items, no I think they are, yeah, I know you disagree but I'm coming from a state
27 that's up north, and they're very high, and those are line items. Why do you need 29
28 planners? Are we doing all this residential, no I think we're working for one private developer,
29 RXR Veridea. So I know there's probably commercial up here too, so you're looking down at
30 that, but I would appreciate it if Councilwoman Sue Mu, if we could have some attention, I
31 only have a minute here, but the reason I come here is not to criticize, not to deliberate, it's to
32 talk about the truth here, and agenda items that are in consent, voting on massive capital
33 improvement projects that always relate to water, sewer, and roadways, taking right of ways,
34 taking people's property, to succeed in that, for private development is not a public use. And
35 so why you continue to do it I don't understand. And I will just add this, that the community is
36 growing, but you're growing it by mass density, and it's really not becoming Apex it was, it is
37 morphing into a community that is an urban city that looks like it was drawn from a rendering,
38 and I'm sorry about that, but I wish you the best in this budget, and thank you for your time."

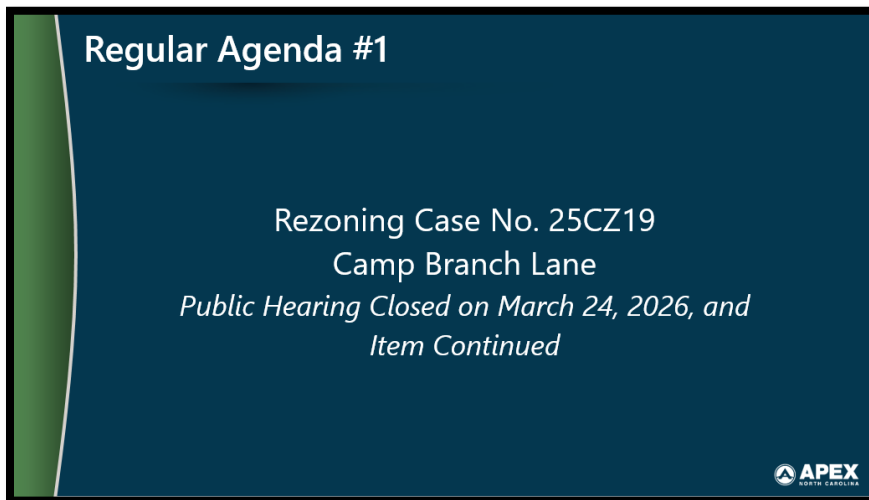
1 With no further speakers, **Mayor Gilbert** closed Public Hearing and moved to the next
2 item.

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5
6 **[REGULAR MEETING AGENDA]**

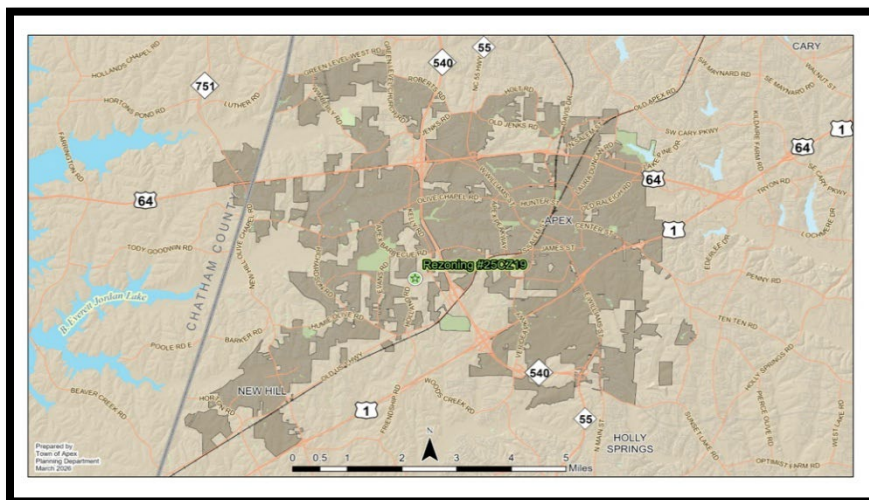
7
8 **RA1 Rezoning Case No. 25CZ19 - Camp Branch Lane - Public Hearing Closed on March**
9 **24, 2026 and Item Continued**

10
11 **Planner II, Planning Department Joshua Killian**, said that the Public Hearing was
12 closed and would go over the summary of changes that had been changed.

13 **[SLIDE NO. 1]**



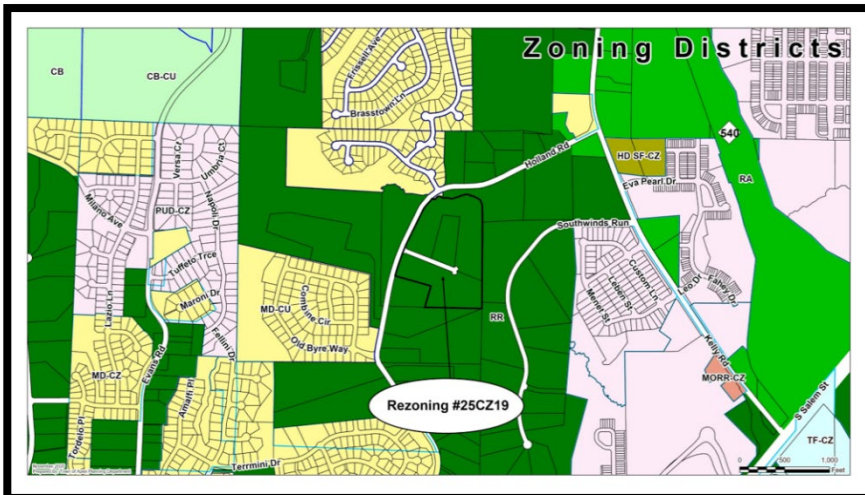
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15 **[SLIDE NO. 2]**



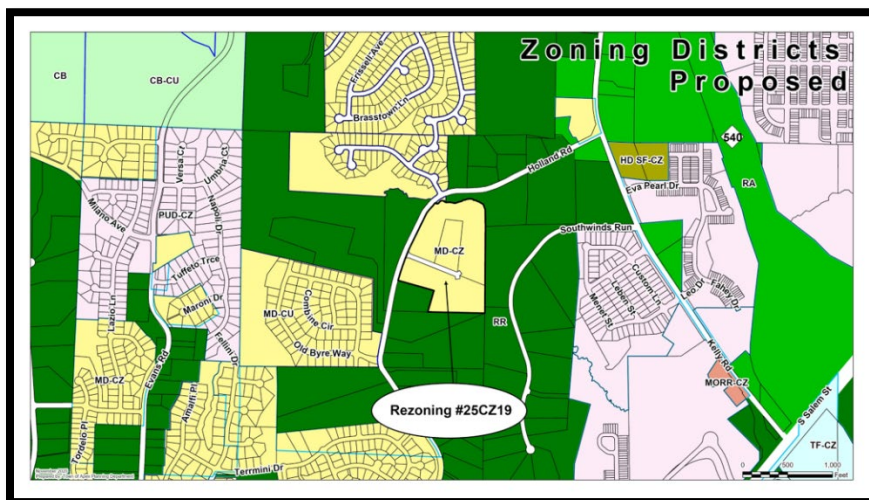
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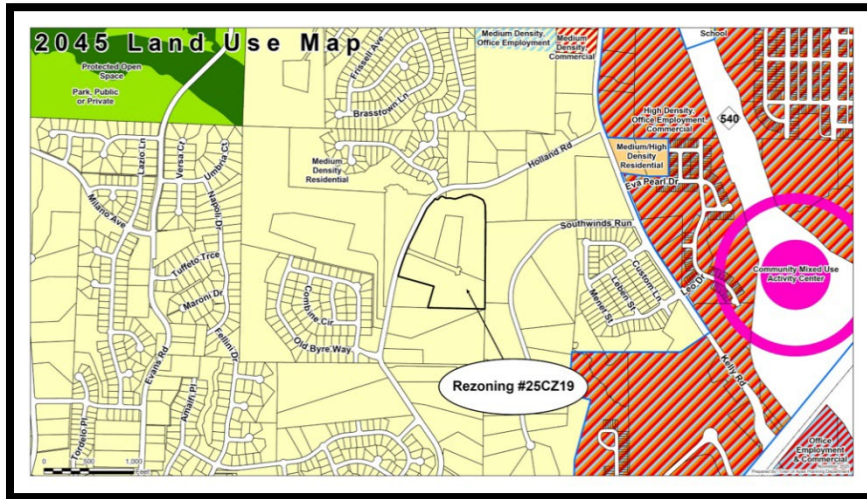


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5 [SLIDE NO. 5]



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1 [SLIDE NO. 6]



2
3 [SLIDE NO. 7]

Summary of Changes

- Fifty-eight (58) residential unit maximum
- Additional stub street commitment to the South
- Holland Rd "Emergency Access" condition
- Ten-percent (10%) affordable housing commitment
- Six (6) EAB suggested zoning conditions added/enhanced

4
5 **Mr. Killian** said that the applicant was in attendance for any questions and has a
6 presentation.

7 **Councilmember Reese** asked how many recommendations were met that were from
8 the EAB.

9 **Mr. Killian** said nine were suggested in the original meeting and six have either been
10 added with the suggested language, and some have been amended to be more enforceable
11 and to meet the demands of the project.

1 [SLIDE NO. 8]



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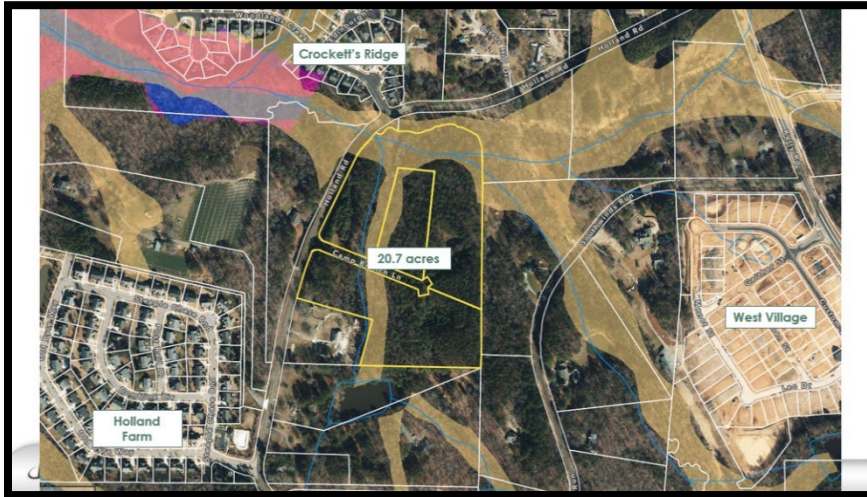
Matthew Parker, of Parker Poe, located at 301 Fayetteville Street in Raleigh, introduced himself as representing the applicant, Lennar. He also introduced members of the applicant team present at the meeting, including Tucker Innis and Chris Bolley with Lennar, as well as Don Curry with Curry Engineering, who is serving as the project’s civil engineer. He gave the following presentation:

[SLIDE NO. 1]



10

1 [SLIDE NO. 2]



2
3 [SLIDE NO. 3]

Concerns from 3/24 Town Council Meeting

- Affordable Housing
- Environmental Advisory Board Recommendations
- Site Access

Current Zoning:
Rural Residential (RR)

Proposed Zoning:
Medium Density Conditional (MD-CZ)

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4
5 [SLIDE NO. 4]

Affordable Housing

3/24 Town Council Meeting	Tonight
5% of units as affordable housing units at 80% AMI for rental units and for-sale units	10% of units as affordable housing units at 80% AMI for rental units and 120% AMI for for-sale units
HUD HOME Maximum Sales Price of \$390,000.	Consistent w/ Affordable Housing Incentive Zoning Policy & Procedures Manual
\$250,000 donation to Affordable Housing Fund.	Project NOT requesting incentives such as additional density, reduced RCA, etc.
Inconsistent w/ Affordable Housing Incentive Zoning Policy & Procedures Manual	Staff (Housing Division of Community Development and Neighborhood Connections Department) supports rezoning.

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6

1 [SLIDE NO. 5]

EAB Recommendations

3/24 Town Council Meeting	Tonight
4/9 recommendations included	8/9 recommendations included



2
3 [SLIDE NO. 6]

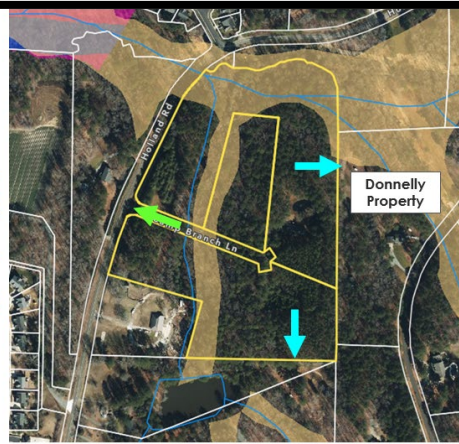
Rezoning 25CZ19 Camp Branch Lane – 8/9 Recommended Conditions Included

EAB Suggested Condition	Applicant's Response	Explanation
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	Yes	N/A
The project shall ensure that 75% of the landscaping shall be native species, which shall provide diverse and abundant pollinator and bird food sources. Special attention shall be paid to providing diverse and abundant pollinator and bird food sources, including plants that bloom in succession from spring to fall. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision review.	Yes	N/A
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.	Yes	N/A
HOA covenants, conditions, and restrictions shall not prohibit clover or native grass mixed species lawns, in order to support nesting and overwintering wildlife and pollinators. HOA 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.	Yes	N/A
If single family, the project shall install at least one (1) pet waste station per 25 residential units/townhomes and at least two (2) pet waste stations per apartment building throughout the community 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 (1) pet waste station shall be installed.	Yes	N/A
A solar PV system of at least 3.5kW shall be installed on at least 10% of homes in the development. All solar installation required by this condition shall be completed or under construction prior to 90% of the building permits being used for the development. The lots on which these homes are located shall be identified on the Master Subdivision Plat, which may be amended from time to time.	Yes	N/A
Wire all garages with 220-vol outlets at the exterior to provide for EV charging stations in SF and Townhomes	Yes	N/A
No buffer averaging shall be allowed for Zone 3 of the riparian buffers	No	UDO Section 6.11.F.(1)(c) specifies that Zone 3 shall meet average width requirements. Averaging provides design flexibility—the Zone 3 width can be slightly reduced in tight areas or expanded in other areas. Subdivision plans have not been designed at this time and prohibiting averaging of the Zone 3 buffer could result in losing lots at Master Subdivision. The property has a Medium Density LUM designation which recommends up to 7 units/acre. The rezoning proposes a maximum density of 2.8 units/acre (max of 58 units). If the density is reduced further, the rezoning will be inconsistent with the LUM designation. Additionally, the UDO already prohibits averaging for Zones 1 and 2, the most critical

4
5 [SLIDE NO. 7]

Site Access & Stub Streets

- **Conditions to Address Access Concerns**
 - Max of 58 units
 - **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.**
 - Mimics UDO Section 7.5.4.E.



4P

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1 [SLIDE NO. 8]



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Mayor Gilbert asked if there were any questions for Mr. Carpenter.

Councilmember Zegerman asked why the stream zone buffering was excluded.

Mr. Carpenter explained that the applicant has not finalized engineering plans and wants to maintain the flexibility for potential Zone 3 buffer averaging allowed. He said that the project will avoid all Zone 1 and Zone 2 riparian buffers, but the applicant was not prepared to commit to additional restrictions until the layout is fully engineered.

Councilmember Reese asked what the RCA commitment was.

Mr. Carpenter said it would be 35% if it is masqueraded.

Mayor Gilbert asked if there were any other questions and hearing none moved the item back to Council for discussion and possible motion.

Mayor Pro-Tempore Mahaffey said it was appreciated that the applicant responded to concerns of Council and supports this project.

Councilmember Gray said it was appreciated for the applicant to address the Affordable Housing issues and understand that as a Council they are viewing the role of the Environmental Advisory Board with more gravitas, and this is a project that he can support.

Councilmember Zegerman said it was appreciated that the revised proposal addressed prior concerns regarding affordable housing and access points. He said it was appreciated to have actual affordable units constructed rather than fee-in-lieu payments to the Town for affordable housing.

Councilmember Mu said that her original concerns of Affordable Housing and access points were addressed and thanked the applicant.

Councilmember Reese said with the responsiveness from the applicant, he was in support of this project.

DRAFT | MAY 12, 2026 REGULAR TOWN COUNCIL MEETING MINUTES

1 A **motion** was made by **Councilmember Zegerman** and seconded by **Mayor Pro-**
2 **Tempore Mahaffey** to approve Rezoning Case No. 25CZ19 - Camp Branch Lane - rezone
3 approximately 22.19 acres from Rural Residential (RR) to Medium Density-Conditional Zoning
4 (MD-CZ) at 0 & 7104 Camp Branch Lane.

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

7
8 ~~**RA2 Ordinance Amendments – Yard Waste Program (Deferred)**~~

9
10 This item was deferred to the May 28th, 2026 Regular Town Council Meeting, per
11 previous vote taken to set the Regular Meeting Agenda.

12
13 **[CLOSED SESSION]**

14
15 A **motion** was made by **Mayor Pro-Tempore Mahaffey** and seconded by
16 **Councilmember Zegerman**, to move to closed session pursuant to the item listed below.

17
18 Council entered into closed session at **7:52 p.m.**

19
20 **VOTE: UNANIMOUS (5-0)**

21
22 **CS1 Allen Coleman, Town Clerk**
23 **NCGS §143-318.11(a)(1):**

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

27
28 **[ADJOURNMENT]**

29
30 Council returned to Open Session at **8:10 p.m.**

31
32 With no further business before the Town Council, **Mayor Gilbert** adjourned the
33 meeting at **8:10 PM.**

34
35 Jacques K. Gilbert
36 Mayor

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

39
40 Submitted for approval by Town Clerk Allen Coleman and approved on
41 _____.

DRAFT MINUTES

**TOWN OF APEX
TOWN COUNCIL WORK SESSION
TUESDAY, MAY 19, 2026
3:30 P.M.**

The Apex Town Council met for a work session on Tuesday, May 19, 2026 at 3:30 p.m. at the Apex Town Hall located at 73 Hunter Street in Apex North Carolina.

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

<https://www.youtube.com/watch?v=xs3shmk0tdU&t=3693s>

[ATTENDANCE]

Elected Body

- Mayor Jacques K. Gilbert (presiding)
- Mayor Pro-Tempore Terry Mahaffey
- Councilmember Ed Gray
- Councilmember Shane Reese
- Councilmember Sue Mu - **arrived late**
- Absent: Councilmember Arno Zegerman

Town Staff

- Town Manager Randy Vosburg
- Deputy Town Manager Shawn Purvis
- Assistant Town Manager Demetria John
- Assistant Town Manager Marty Stone
- Town Attorney Laurie Hohe
- Town Clerk Allen Coleman

All other staff members will be identified appropriately below.

[CALL TO ORDER | PLEDGE OF ATTENDANCE]

Mayor Gilbert called the meeting to order at 3:30 p.m., welcomed everyone, and led everyone in the pledge of allegiance.

[NEW INITIATIVES DEVELOPMENT]

Town Manager Randy Vosburg, introduced the New Initiative Development process, noting that the discussion had originally been scheduled for the Council Retreat but was

DRAFT | MAY 19, 2026 REGULAR TOWN COUNCIL WORK SESSION MINUTES

1 postponed due to time constraints. He explained that the purpose of the work session was to
2 gather initial ideas and feedback from Council related to the Town’s strategic plan goal areas.

3
4 **Town Manager Vosburg** reviewed the proposed timeline for initiative development,
5 explaining that Council input that was collected during the work session would be combined
6 with feedback from the Town’s leadership team during a July workshop. Staff will then
7 synthesize the information, develop a list of potential initiatives, and present
8 recommendations to Council during the annual strategic planning session in September or
9 October in conjunction with the Strategic Plan refresh.

10
11 **Town Manager Vosburg** noted that initiatives without fiscal impacts could potentially
12 begin implementation as early as January 2027, while initiatives requiring funding would be
13 considered through the Fiscal Year 2027-28 budget process. He also discussed the recent
14 restructuring of Council committees to align with the Strategic Plan goal areas, which will
15 provide a framework for monitoring progress and reporting on future initiatives.

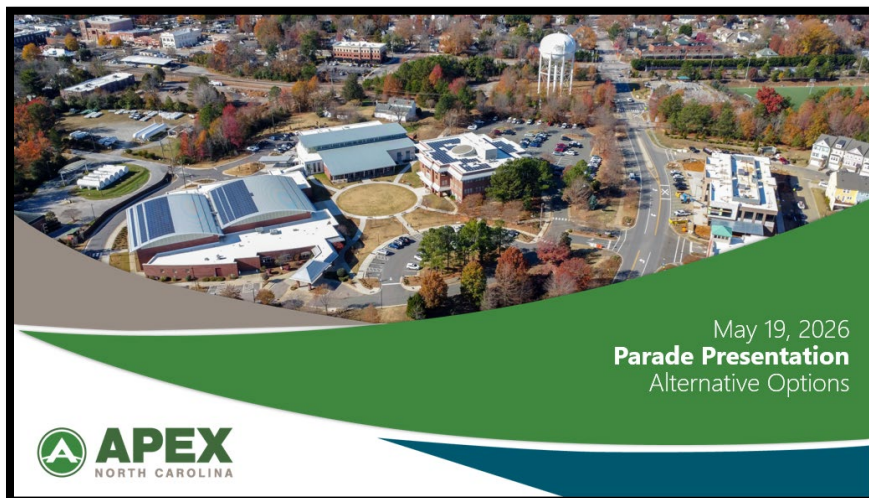
16
17 Council then participated in a facilitated workshop exercise focused on the Town’s strategic
18 plan goal areas. Council members rotated among five (5) discussion stations which were the
19 Town’s current strategic goal areas –Economic Vitality, Responsible Development, Welcoming
20 Community, High Performing Government, and Environmental Leadership. Staff recorded
21 Council feedback for further evaluation and development.

22
23 *Councilmember Mu arrived at 3:46 p.m.*

24
25 **[PARADE LOGISTICS]**

26 **Special Events Manager Lisa Raschke** gave the following presentation:

27 **[SLIDE NO. 1]**



28

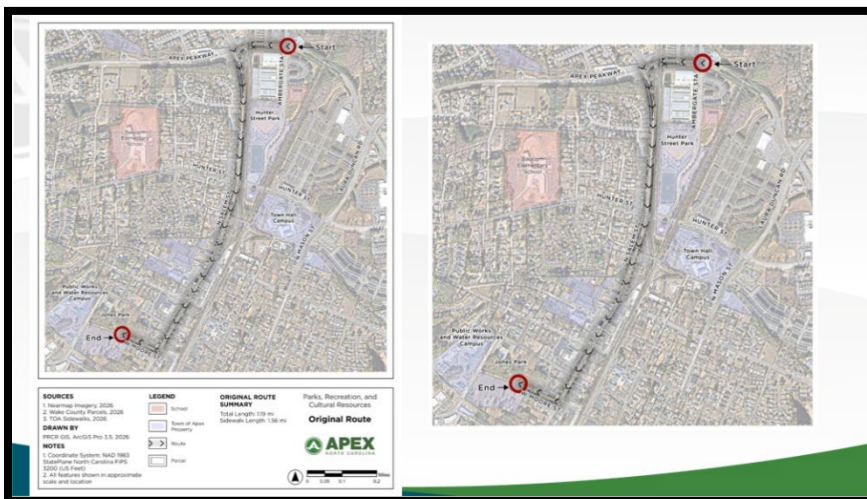
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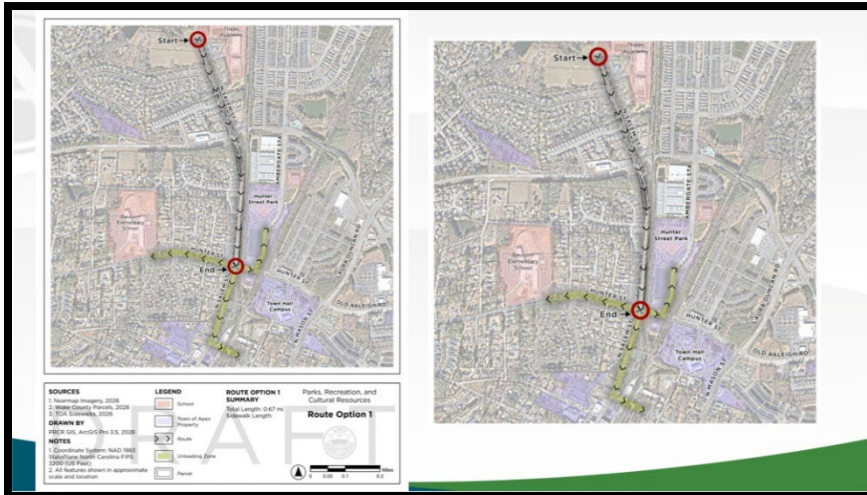


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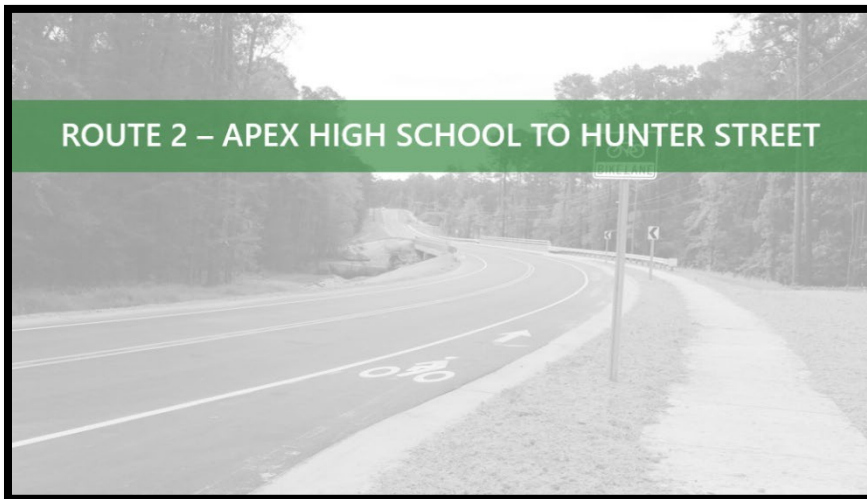
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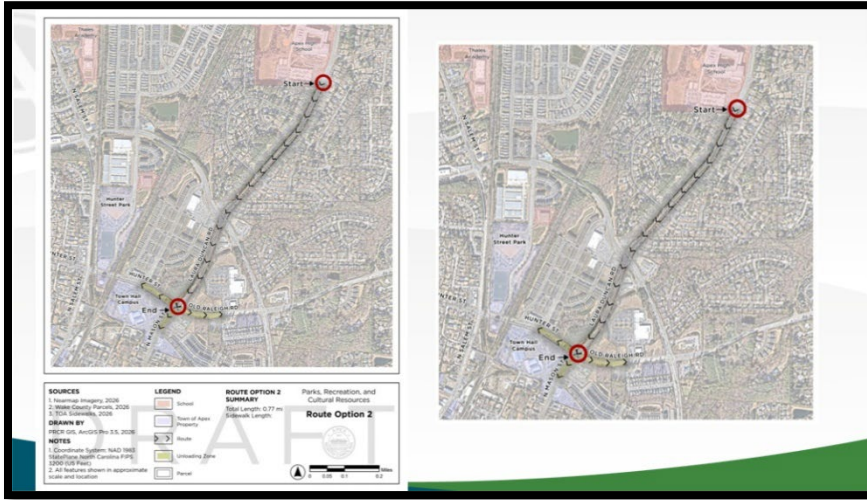


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5 [SLIDE NO. 7]



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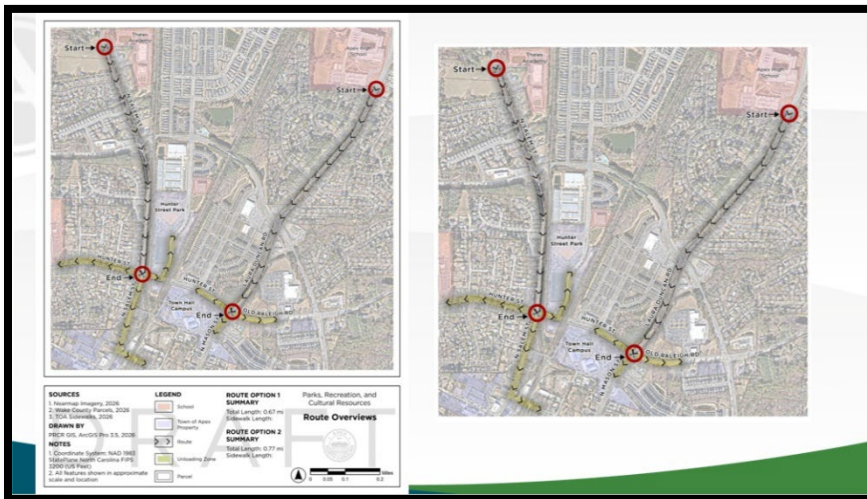
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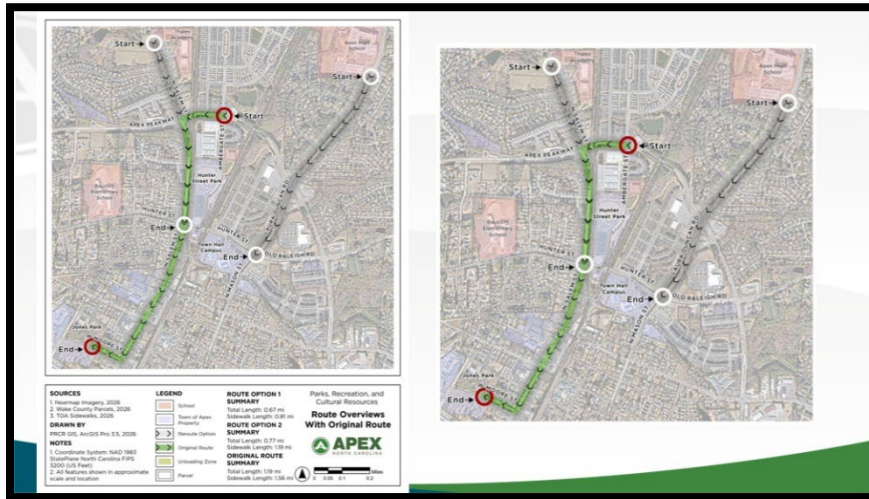


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5 [SLIDE NO. 10]



6

1 **[SLIDE NO. 11]**



2
3 **[SLIDE NO. 12]**

PERMISSIONS

The Apex Rotary would need permission from the following:

- Thales
- Baucom
- Home Owners
- Businesses
- Church

4
5 **[SLIDE NO. 13]**

SEATING

There would be limited seating options due to:

- Sidewalks (ADA Accessibility)
- Ditches
- Plant Life
- Train Tracks
- Home Owners
- Businesses
- Church

6

1 **[SLIDE NO. 14]**

THINGS THAT WOULD CHANGE

- Shorter Route
- No Food Trucks
- Need to Decrease Parade Entries (Bands in Particular)
- Decreased Viewing Opportunities
- Bleacher Placement
- WRAL Live Stream
- Limited ADA Accessibility Options

2
3 **[SLIDE NO. 15]**

SECURITY CONCERNS

- Blocking Private Home Access
- Fire/Police/EMS Would Have No Access to 166 Homes on Laura Duncan and 53 Homes on Salem Street
- Parking Options and Walking Opportunities for Guests
- Due to Limited Seating Options, Guests Sitting in Dangerous Areas
- Private Home Trespassing – Guests Sitting and Walking Through People’s Yards
- Raleigh Christmas Parade Court Case

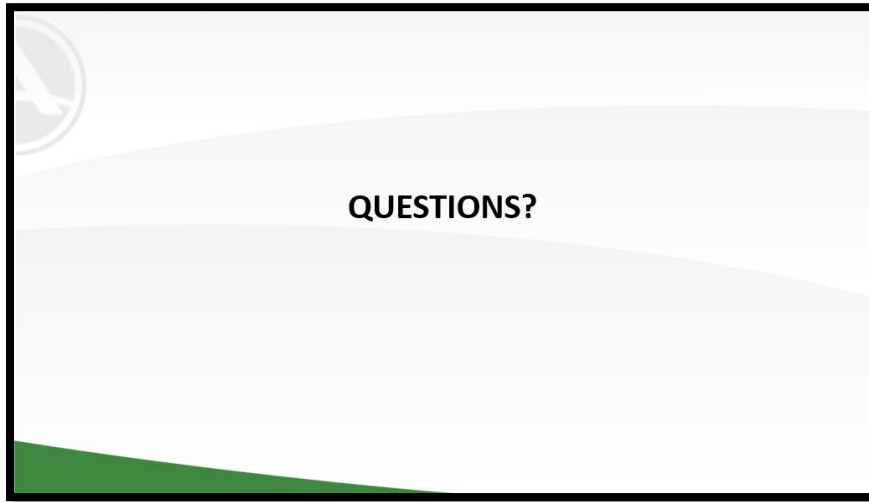
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5 **[SLIDE NO. 16]**

STATIONARY PARADE

- Same Footprint As Fireworks Frenzy So PD and Fire Already Have The Basis For A Security Plan
- Easier Traffic Control Options Because It Would Operate More Like A Festival With Guests Coming And Going At Different Times
- We Would Solicit A Lot Of Positive Media Exposure Since This Is Innovative and A Response To The Current Parade Climate, Similar To The Drone Show
- We Would Not Be Impacting As Many Private Residences and Businesses
- The Parade Entries Would Get More Exposures, Particularly The Food Vendors
- It Would Be Live Action So There Would Always Be Something Different To See

6

1 **[SLIDE NO. 17]**



2
3 **Councilmember Gray** asked if the parade had been considered as a town-sponsored
4 event versus a community-based event.

5 **Ms. Raschke** stated that the parade has been a Rotary Club event and fundraiser for
6 several decades, and therefore the concept being discussed had not previously been
7 considered.

8 **Town Manager Vosburg** said that the event operates as a partnership between the
9 Rotary Club and the Town. He noted that Rotary organizes and hosts the event and invests
10 significant effort into its planning, while numerous Town staff members also support the
11 event. He stated that continuing the partnership model is likely the best approach.

12 **Councilmember Gray** asked whether there were aspects of the event for which the
13 Town could take a greater leadership role, such as coordinating with Wake County Public
14 Schools or NCDOT regarding access points and logistics.

15 **Assistant Town Manager John** stated that many of the considerations are driven by
16 safety concerns and invited Lieutenant Stephen Best to discuss the two proposed route
17 options.

18 **Lieutenant Best** stated that while the Police Department could facilitate a parade
19 along either route option, it could not guarantee a safe environment for spectators along the
20 route. He explained that the options were presented with the understanding that neither is
21 ideal and emphasized that safety remains the primary consideration. He outlined several
22 obstacles in the scenarios that would affect the Town's ability to safely manage the event.

23 **Assistant Town Manager John** noted that the proposed changes would be
24 temporary and intended for this year only.

25 **Councilmember Gray** expressed appreciation for the evaluation of the various
26 scenarios and acknowledged the challenges associated with managing public safety
27 concerns and potential impacts to neighboring residents.

28 **Lieutenant Best** explained that a substantial portion of the proposed route contains
29 approximately 24 inches of usable space, roughly the width of a folding chair, creating
30 significant crowd management concerns.

DRAFT | MAY 19, 2026 REGULAR TOWN COUNCIL WORK SESSION MINUTES

1 **Ms. Raschke** stated that a decision regarding the parade route should be made by
2 July 1 to allow adequate time for planning and for a public announcement in August. She
3 suggested that a stationary parade option may be the most feasible alternative given current
4 safety concerns. While acknowledging it is not a perfect solution, she noted it could provide a
5 safe and unique event experience.

6 **Assistant Town Manager John** noted that after an incident occurred in Raleigh, they
7 moved to a stationary parade.

8 **Ms. Raschke** noted that the Town has made sure to always have staff members
9 certified to drive within large groups of people to avoid safety incidents like that.

10 **Lieutenant Best** said that Apex's fireworks display was one of the few traditional
11 shows held in the area due to the use of drone shows elsewhere. He stated that communities
12 have successfully embraced alternatives to traditional events and suggested that a stationary
13 parade could offer a similar opportunity.

14 **Mayor Gilbert** thanked staff for prioritizing safety and confirmed that any changes
15 being considered would be for one year.

16 **Ms. Raschke** stated that they had done lots of work and improvements in planning
17 and security for the event downtown, it just won't work out this year.

18 **Town Manager Randy Vosburg** stated the importance of providing an event that
19 residents can enjoy. He noted that an earlier decision would allow staff to begin working with
20 the Rotary Club to address planning needs, downtown considerations, and other logistical
21 concerns.

22 **Ms. Raschke** stated that staff is willing to be flexible and wants to ensure that an event
23 can still be offered to the community.

24 **Mayor Gilbert** said that's the reality, and safety is the most important thing.

25 **Councilmember Gray** asked whether additional route options utilizing NCDOT
26 roadways had been considered.

27 **Lieutenant Best** explained that staff evaluated roadways based on whether they met
28 operational and safety requirements, including railroad crossings, roadway grades, and other
29 physical constraints, whether they were maintained by NCDOT or not.

30 **Councilmember Gray** stated that it is important to communicate to the public that
31 staff explored all available options during these unusual circumstances and that any
32 modifications would be temporary.

33 **Mayor Pro-Tempore Mahaffey** asked why other route options had been deemed
34 unsuitable.

35 **Lieutenant Best** explained that the proposed staging area at Thales was the most
36 northern location that met operational needs for staging space, vehicle organization, and
37 access. He noted that other routes lacked sufficient staging areas, sidewalks, or safe roadway
38 conditions, and presented challenges related to traffic operations, railroad crossings, steep
39 grades, and impacts to businesses and neighborhoods. He added that closing a grocery
40 store parking lot for staging purposes was not considered appropriate.

41 **Mayor Pro-Tempore Mahaffey** said that the Town of Zebulon had utilized a similar
42 parade format for several years.

DRAFT | MAY 19, 2026 REGULAR TOWN COUNCIL WORK SESSION MINUTES

1 **Ms. Raschke** stated that staff had recently begun discussing the stationary parade
2 concept and was presenting the idea to Council as an initial conversation. She offered to
3 contact Zebulon to learn more about its experience and report back to Council.

4 **Lieutenant Best** clarified that the stationary parade concept would include decorated
5 floats remaining in designated locations for viewing, while marching bands and performers
6 would travel between activity areas such as Town Hall Campus and Hunter Street.

7 **Councilmember Reese** stated that Council is considering alternative parade formats
8 due to construction timelines not being completed before the Christmas parade. He
9 emphasized that the changes are intended to be temporary and that the goal remains to
10 return the parade to downtown in future years. He thanked staff for their efforts and
11 expressed concern about maintaining a connection to downtown businesses and economic
12 activity. He also noted that it was difficult to envision a stationary float experience compared
13 to a traditional parade.

14 **Ms. Raschke** explained that a stationary format could include dance performances,
15 animals, informational exhibits, and food trucks located throughout the event area. She noted
16 that downtown businesses have historically benefited from events held on the Town Hall
17 Campus, as attendees often visit downtown establishments afterward. She added that
18 opportunities exist to encourage visitors to continue into downtown following the event.

19 **Councilmember Reese** stated that downtown should not be secondary to the parade
20 experience and suggested it should serve as a continuation of the event.

21 **Councilmember Mu** asked for additional details regarding the stationary parade
22 concept.

23 **Ms. Raschke** described the concept as similar to a museum or zoo experience, with
24 attendees moving between exhibits and entertainment areas.

25 **Town Manager Vosburg** said that while candy would not be thrown from moving
26 floats, participants could distribute candy at their displays and have greater interaction with
27 attendees.

28 **Ms. Raschke** stated that staff is mindful of the Rotary Club's expectations and
29 planning efforts. She explained that the alternative route options could require limitations on
30 attendance or parade entries and remain contingent upon receiving necessary approvals.
31 She also noted concerns regarding participant pick-up and traffic management at the
32 conclusion of the event.

33 **Councilmember Mu** asked whether the proposed changes would apply only to this
34 year's parade.

35 **Ms. Raschke** confirmed that the changes are intended only for this year and that staff
36 anticipates returning to the traditional parade format in future years. She acknowledged that
37 the alternatives may not be ideal but are intended to accommodate a typical number of
38 parade entries while maintaining safety.

39 **Mayor Gilbert** asked whether representatives from Rotary had been consulted.

40 **Ms. Raschke** stated that staff had informed Rotary that route options were being
41 presented to Council but had not discussed specific alternatives pending Council's direction.

DRAFT | MAY 19, 2026 REGULAR TOWN COUNCIL WORK SESSION MINUTES

1 **Mayor Gilbert** asked whether Council would have an opportunity to make the final
2 decision on the parade format.

3 **Ms. Raschke** confirmed that Council would be brought back the item for further
4 consideration and stated that staff could also gather information from Zebulon regarding its
5 experience with a stationary parade format.

6 **Assistant Town Manager John** stated that the longer it takes to make a decision
7 regarding the parade format, the more important clear and effective communication with the
8 public will become.

9 **Town Manager Vosburg** stated that staff wants to ensure the process is handled in a
10 respectful and appropriate manner.

11 **Mayor Pro-Tempore Mahaffey** asked whether elements of the traditional parade,
12 such as marching bands, could still be incorporated into downtown, depending on the
13 condition of the area at the time of the event.

14 **Lieutenant Best** explained that one concept considered would allow marching bands
15 to perform along different streets in a manner similar to a parade in an area.

16 **Ms. Raschke** stated that staff remains open to additional ideas and feedback
17 regarding the event format.

18 **Mayor Pro-Tempore Mahaffey** thanked staff for presenting alternative options and
19 emphasized the importance of gathering input from stakeholders. He stated that Council
20 would establish a decision timeline in advance of the August planning activities.

21 **Ms. Raschke** stated that discussions with stakeholders and Rotary representatives
22 would continue and that staff would bring feedback and additional information back to
23 Council.

24 **Mayor Pro-Tempore Mahaffey** said that the stationary parade concept felt more like a
25 festival-style event and noted that there could be advantages to that format. He also
26 observed that parade participants invest significant time and effort into designing and
27 building floats and suggested gathering feedback from vendors and Rotary representatives
28 as part of the evaluation process.

29 **Assistant Town Manager John** noted that because Ms. Raschke would be unavailable
30 for the June 16 Work Session, Police staff could present the item to Council.

31 **Lieutenant Best** stated that he would also be unavailable on June 16.

32 **Town Manager Vosburg** stated that staff would ensure the item is presented to
33 Council at the June 16 Work Session regardless of staff availability.

34 **Ms. Raschke** asked whether stakeholder feedback should be directed through her for
35 compilation, then passed to Administration.

36 **Town Manager Vosburg** stated that stakeholder feedback and additional information
37 could be presented to Council during the June 16 Work Session.

38 **Councilmember Reese** expressed concern about the proposed route options from a
39 safety perspective, noting that a single emergency response could significantly disrupt
40 parade operations and create challenges for public safety.

41 **Ms. Raschke** agreed and noted that the concern is heightened given the large
42 number of attendees expected at the event.

DRAFT I MAY 19, 2026 REGULAR TOWN COUNCIL WORK SESSION MINUTES

1 **Mayor Gilbert** thanked staff for their work and presentation.

2

3 **[ADJOURNEMENT]**

4

5 **Mayor Gilbert** adjourned the meeting at **5:15 p.m.**

6

7

Jacques K. Gilbert

8

Apex, Mayor

9

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

12

13 Submitted for approval by Apex Town Clerk Allen Coleman

14

15 Minutes approved on _____ of _____, 2026.

16

17

18

1 **Mayor Pro-Tempore Mahaffey** said the Community Town Hall series were
2 usually held on a quarterly basis and sprinkled around town to encourage more
3 resident participation and make it more convenient verses driving into Town.

4 **CLERK NOTE:** Approximately twenty-five (25) community members were present
5 and no other elected officials attended. Four stations were setup for residents to
6 respond to a particular prompt on a sticky note. The following prompt questions
7 were asked:

- 8 • If the Town could accomplish one thing in the next year, what should it be?
- 9 • Budget Trade Offs - Please denote a response to the following:
 - 10 ○ I would support additional investment in
 - 11 ○ I would be willing to delay or reduce
- 12 • Continue, Start, and Stop scenarios - Please denote a response to the
13 following:
 - 14 ○ What should the Town continue doing?
 - 15 ○ What should the Town start doing?
 - 16 ○ What should the Town stop doing?
- 17 • What Town service, program, or initiative would you place in one of these
18 categories for the upcoming budget?
 - 19 ○ Invest More
 - 20 ○ Maintain Current Funding
 - 21 ○ Reduce Funding

22 Residents were given an opportunity to answer the above prompts at the beginning
23 of the meeting, during the meeting, or at the conclusion of the meeting. No one who
24 wished to provide comments was turned away. (**REF:2026-069 - Sign-in Sheet**)

25 **[DISCUSSION]**

26 **Rosemay Sanozky - Dawes** asked about the amount allocated to the
27 Community Investment Fund (CIF) in the proposed budget and inquired about the
28 amount of funding included in the budget for the Flock Safety Automated License
29 Plate Reader (ALPR) cameras in Town.

30 **Mayor Pro-Tempore Mahaffey** said additional information would be provided
31 regarding the Community Investment Fund (CIF). Councilmembers provided other
32 responses on their viewpoints related to Ms. Dawes' questions.

33 **Lorraine Meehaw** stated that she was a former Human Resources professional
34 and requested clarification on the criteria used to designate certain Town positions as
35 "essential". She asked the Council to consider providing a list of all current Town

1 positions and separating them by essential and non-essential positions and
2 emphasized the importance of prioritizing essential staff positions.

3 **Mayor Pro-Tempore Mahaffey** said he previously requested the Town
4 Manager to reduce positions where position but emphasized the importance of
5 providing workforce stability in a growing community like Apex. He commented on
6 the importance of public service works in all positions and said the Town Manager
7 was currently reviewing additional positions that could possibly be frozen or delayed
8 hiring.

9 Councilmembers provided other responses on their viewpoints related to Ms.
10 Meehaw's questions.

11 **Hesham Osman** expressed appreciation for the Town's efforts to maintain a
12 zero-property tax increase and noted concerns regarding proposed fee increases
13 included in the budget. He said the budget discussions thus far had been framed
14 around investments in public safety and questioned where those investments were
15 the primary factor enabling a zero-tax increase.

16 Councilmembers provided other responses on their viewpoints related to Mr.
17 Osman's questions.

18 **Linda Caffero** asked how the Town acquired its own electric utility system and
19 raised concerns about electric bills continuing to double and triple from rate
20 increases. She requested information on the amount budgeted or spent on Smart
21 Meter implementation and expressed her concerns for the public health impacts that
22 may be caused by such software.

23 Councilmembers provided other responses on their viewpoints related to Ms.
24 Caffero's questions.

25 **Andrew Gluck** expressed his appreciation for Town employees regardless of
26 whether their position was designated as essential. He said administrative staff were
27 equally important because without them the process, service, and function would not
28 be completed to the same level of professionalism and service. He referenced his
29 experience in the workforce and stated he believed the Town staff count was
30 appropriate for the the Town. He raised concerns and questions regarding the Town's
31 expenditures, including vehicle and facility related costs and inquired whether their
32 was an opportunity to make reductions from those areas.

33 Councilmembers provided other responses on their viewpoints related to Ms.
34 Dawes questions.

35 **Rome Fontaine** said he was concerned about the continued growth of
36 apartments and townhomes with the Town's corporate limits. He asked what the
37 typical Apex property owner pays in property taxes currently and offered his
38 observations that renters utilize Town services similar to permanent homeowners.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

Requested Motion

Motion to adopt a resolution authorizing Chatham County Tax Administrator to collect taxes on behalf of the Town of Apex.

Approval Recommended?

Yes

Item Details

For purposes of authorizing property tax collections in Fiscal Year 2026-27, Chatham County requires the attached resolution be adopted by the Apex Town Council which directs the Chatham County Tax Assessor to levy and collect property taxes for the Town of Apex.

This is an annual request from Chatham County and must be approved prior to July 1st.

Chatham County is responsible for listing, appraising and assessing all real estate and personal property taxes within Chatham County and their service districts. They collect all current and delinquent property taxes.

Attachments

- CN7-A1: Resolution To Collect Taxes on Behalf of the Town of Apex - County of Chatham For Fiscal Year 2026-2027





**TOWN OF APEX TOWN COUNCIL
RESOLUTION TO COLLECT TAXES
ON BEHALF OF THE TOWN OF APEX
COUNTY OF CHATHAM
FOR FISCAL YEAR 2026-2027**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF APEX, that the Tax Administrator of the County of Chatham is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Tax Office of the Chatham County Tax Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Apex, and this order shall be a full and sufficient authority to direct, require, and enable the Tax Administrator of the County of Chatham to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

ADOPTED, this the _____ day of _____, 2026.

TOWN OF APEX

Jacques K. Gilbert
Mayor

Attest:

Allen Coleman, CMC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Jon Griffin, Director

Department(s): Finance

Requested Motion

Motion to adopt a resolution authorizing Wake County Tax Administrator to collect taxes on behalf of the Town of Apex.

Approval Recommended?

Yes

Item Details

For purposes of authorizing property tax collections in Fiscal Year 2026-27, Wake County requires the attached resolution to be adopted by the Apex Town Council which directs the Revenue Director / County Tax Assessor to levy and collect property taxes for the Town of Apex.

This is an annual request from Wake County and must be approved prior to July 1st.

Wake County is responsible for listing, appraising and assessing all real estate and personal property taxes within Wake County and their service districts. They collect all current and delinquent property taxes.

Attachments

- CN8-A1: Resolution To Collect Taxes on Behalf of the Town of Apex - County of Wake For Fiscal Year 2026-2027





**TOWN OF APEX TOWN COUNCIL
RESOLUTION TO COLLECT TAXES
ON BEHALF OF THE TOWN OF APEX
COUNTY OF WAKE
FOR FISCAL YEAR 2026-2027**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF APEX, that the Revenue Director of the County of Wake is hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Wake County Revenue Director in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Apex, and this order shall be a full and sufficient authority to direct, require, and enable the Revenue Director of the County of Wake to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

ADOPTED, this the _____ day of _____, 2026.

TOWN OF APEX

Jacques K. Gilbert
Mayor

Attest:

Allen Coleman, CMC
Town Clerk

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Elise Bielen, Senior Planner

Department(s): Planning

Requested Motion

Motion to approve the Statement of the Town Council for Rezoning Application No. 25CZ21, the applicant, Arden Building LLC, for the property located at 2728 Holland Road (PIN 0721-92-6962).

Approval Recommended?

The Planning Department recommends approval.

Item Details

Rezoning Application No. 25CZ21 was unanimously (4-0) denied at the May 28, 2026 Town Council meeting.

Attachments

- CN9-A1: Statement of the Town Council - Rezoning Case No. 25CZ21 - 2728 Holland Road - Statement of Denial



**STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605
ADDRESSING ACTION ON ZONING PETITION #25CZ21**

Arden Building applicant (the “Applicant”) submitted a completed application for a conditional rezoning on the 1st day of December 2025 (the “Application”). The proposed conditional zoning is designated #25CZ21.

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 #25CZ21 before the Apex Planning Board on the 13th day of April 2026.

The Apex Planning Board held a public hearing on the 13th day of April 2026, gathered facts, received public comments and formulated a recommendation regarding the application for conditional zoning #25CZ21. A motion was made by the Apex Planning Board to recommend approval; the motion passed by a vote of 7-0 for the application for #25CZ21.

Pursuant to 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 #25CZ21 before the Town Council on the 28th day of April 2026. The public hearing on #25CZ21 was continued at the April 28th, 2026 Town Council Meeting and came before the Apex Town Council on the 28th day of May, 2026.

The Apex Town Council held a public hearing on the 28th day of May 2026. Elise Bielen, Senior Planner, presented the Planning Board's recommendation at the public hearing.

All persons who desired to present information relevant to the application for #25CZ21 were allowed to present evidence at the public hearing before the Apex Town Council. No one who wanted to speak was turned away.

The Apex Town Council by a vote of 4 to 0 rejected Application #25CZ21 rezoning on the 28th of May 2026 for the subject tract located at 2728 Holland Road from Rural Residential (RR) to Medium Density Residential – Conditional Zoning (MD-CZ).

Although the rezoning is generally consistent with the 2045 Land Use Map which designates this area as Medium Density Residential, the Apex Town Council finds that the proposed rezoning is not consistent with the Unified Development Ordinance in that it does not provide sufficient points of access by proposing to add thirteen homes that would be accessed through the existing Holland Farm subdivision, which already has more than 50 single family units on a single point of access. The denial of the proposed rezoning is reasonable and in the public interest because the proposed conditions would circumvent the Town’s Unified Development Ordinance.

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Jacques K. Gilbert
Mayor

Date

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 09, 2026

Item Details

Presenter(s): Captain Gregory Pawluk

Department(s): Apex Police Department

Requested Motion

Motion to declare one (1) badge and (1) service weapon (Glock Model 47 9mm handgun, with S/N Serial Number CBXS-751) as surplus property, set the price for such weapon to be \$1.00 (One Dollar); and, award the stated badge and service weapon to Retired Apex Sergeant Steven Michaels who retired from the Apex Police Department effective June 1, 2026.

Approval Recommended?

Yes

Item Details

North Carolina General Statute 20-187.2(a) allows the governing body of a municipality to, upon request, declare as surplus the badge and side arm of a retiring police officer. The statute states that the badge is to be awarded at "no cost" to the retiring member and that the side arm be awarded "at a price determined by such governing body".

Apex Police Sergeant Steven Michaels retired from the Apex Police Department effective June 1, 2026, and has made a request to be awarded his badge and service handgun.

Sergeant Steven Michaels began his career at the Apex Police Department on June 15, 2015. Previously he served with the Monroe County Sheriff's Office in Rochester New York from 1990 through 2015.

In recognition of his thirty-six (36) years of service in law enforcement, Chief Johansen requests that one "Police Officer" badge and one handgun (described below) be declared "surplus", that the price for such handgun be set at \$1.00 (One Dollar) and that the badge and handgun be awarded to Sergeant Steven Michaels upon his retirement.

- Glock Model 47 9mm handgun, Serial Number CBXS-751

Attachments

N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA
Meeting Date: June 09, 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 May 11, 2026

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on June 01, 2026, approved and accepted the enclosed tax report for the Town of Apex, dated May 11, 2026 for the period of April 1, 2026 through April 30, 2026.

Attachments

- CN11-A1: Tax Report for April 2026





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

June 2, 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 June 1, 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,

A handwritten signature in black ink that reads "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Enclosure(s)

Wake County Board of Commissioners Report

Date: 06/01/2026

Approved by:

DocuSigned by:

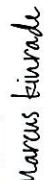
 Kim Lortchaer
 03C5063B04D7486...

Consideration of Requests for Taxes, Interest and Penalties **BETWEEN \$100 AND \$500 FOR APEX**

No. Payee	Account Number	Tax & Penalty Rebated	Total Rebated	Total Refunded
1 CORELOGIC 3001 HACKBERRY DR IRVING TX 75063 0156	0000439483-2025-2025-000000	City 160.20 County 232.69	392.89	392.89
		City 160.20 County 232.69	392.89	392.89

*Total refunded may differ from total rebated due to payee's remittance of interest or application of payment to other balances owed by the taxpayer.

Marcus D. Kinrade
Wake County Tax Administrator

Signed by:

 Marcus Kinrade
 03C5063B04D7486...

WAKE COUNTY TAX ADMINISTRATION

04/01/2026 - 04/30/2026

Rebate Detail Report

APEX

DATE 05/11/2026
TIME 2:59:58 PM

REBATE NUM	PROPERTY TAG LIST	CITY LATE INTEREST	BILLED	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
INDIVIDUAL PROPERTY ACCOUNTS									
960388	24.73	0.00	0.00	24.73	4/10/2026	0007035495	2025	2024	LAOTA, ZOBAIDA ABDALLA SULIMAN
961596	449.65	30.00	0.00	479.65	4/21/2026	0007079525	2026	2025	MADABHUSHANAM, RAVI
960223	131.10	30.00	0.00	161.10	4/9/2026	0007067389	2026	2025	YE, HONGLING
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS									
	605.48	60.00	0.00	665.48					3 Properties Rebated
INDIVIDUAL REAL ESTATE ACCOUNT									
962296	160.20	0.00	0.00	160.20	4/28/2026	0000439483	2025	2025	COTHRAN, EARNESTINE T
962294	160.20	0.00	0.00	160.20	4/27/2026	0000348634	2025	2025	ADEBIYI, OLUSEGUN
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS									
	320.40	0.00	0.00	320.40					2 Properties Rebated
TOTAL REBATED FOR APEX									
	925.88	60.00	0.00	985.88					5 Properties Rebated for City

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt an amendment to the Apex Town Council Rules of Procedures to incorporate direction previously provided at the April 21, 2026, Town Council Work Session which requires ballot voting for Resident Advisory Board appointments and a process for interviewing when candidates receive a similar number of nominations.

Approval Recommended?

Yes

Item Details

During the April 21, 2026, Town Council Work Session, the Council expressed interest in moving to a ballot style voting process for Resident Advisory Board appointments and amending the appointment selection process to include a step for conducting interviews when candidates receive a similar number of nominations.

Attachments

- CN12: Proposed Amendment to the Apex Town Council Rules of Procedures - Resident Advisory Boards



Rules of Procedure for Apex Town Council

Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Apex Town Council. For purposes of these rules, a meeting of the council occurs whenever a majority of the council's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the council's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the council to conduct business. A majority of the council's actual membership excluding the mayor, excluding vacant seats, constitutes a quorum. A member who withdraws from a meeting without being excused by majority vote of the remaining members in attendance is deemed present for quorum purposes.

Part III. Open Meetings

Rule 3. Remote Participation in Council Meetings

Except as permitted by North Carolina General Statute 166A-19.24, no member who is not physically present for a council meeting may participate in the meeting by electronic means except in accordance with a policy adopted by the council. [Although a member who attends a meeting electronically pursuant to such a policy may take part in debate, the member may neither be counted toward a quorum nor vote on any matter before the council.]

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5, all meetings of the council shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The town council may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in North Carolina General Statute 143-318.11.

(b) Closed Session Participants. Unless the council directs otherwise, the town manager, town attorney, town clerk, or other town staff as required may attend closed sessions of the council. No other person may attend a closed session unless invited by majority vote of the council.

(c) Motion to Return to Open Session. Upon completing its closed session business, the council shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The council must keep full and accurate minutes of all of its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the council. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of the council, though the council in its discretion may decide to incorporate such details into the minutes.

(b) Record of “Ayes” and “Noes.” At the request of any member of the council, the minutes shall list each member by name and record how each member voted on a particular matter.

(c) General Accounts of Closed Sessions. In addition to minutes, the council must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The council may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(d) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the council or, if the council delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the council. The sealed minutes and general account of any closed session may be withheld from public inspection so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a council meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a council meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a council meeting shall so notify the town clerk no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a council meeting.

(c) Equipment Placement. The Town Clerk may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a council meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Clerk determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Clerk may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the council grants the request, the news media making the request shall pay the costs incurred by the town in securing an alternative meeting site.

Part IV. Organization of the Council

Rule 8. Organizational Meeting; Selection of Mayor Pro Tempore

(a) Scheduling Organizational Meeting. The council must hold an organizational meeting following each general election in which council members are elected. The organizational meeting must be held either (1) on the date and at the time of the council's first regular meeting in December following the election or (2) at an earlier date, if any, set by the incumbent council. The organizational meeting may not be held before municipal election results are officially determined, certified, and published as required by law.

(b) Oath of Office. As the first order of business at the organizational meeting, all newly elected members of the council must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the town clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before he or she begins performing any of the duties of the member's office.

(c) Selection of Mayor Pro Tempore. At the organizational meeting, or if a vacancy occurs, the council shall elect from among its members a mayor pro tempore. The mayor pro tempore shall serve at the council's pleasure.

Part V. Types of Meetings

Rule 9. Regular Meetings

(a) Regular Meeting Schedule. The council shall hold a regular meeting on the second and fourth Tuesday of each month. The meeting shall be held at Town Council Chambers at 73 Hunter Street Apex and begin at 6:00 pm. The council shall adopt a meeting schedule each year consistent with this rule. A copy of the council's current meeting schedule shall be filed with the town clerk and posted on the town's website. Regular meetings of the council shall adjourn no later than 11:00 pm.

(b) Change to Meeting Schedule. Notwithstanding paragraph (a) of this rule, the council may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the town clerk at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and posted on the town's website.

Rule 10. Special Meetings

(a) Calling Special Meetings. A special meeting of the council may be called by the mayor, the mayor pro tempore, or any two council members. A special meeting may also be called by vote of the council in open session during a regular meeting or another duly called special meeting.

(b) Notice to the Public. At least forty-eight hours before a special meeting of the council, notice of the date, time, place, and purpose of the meeting shall be (1) posted on the council's principal bulletin board or, if the council has no such board, at the door of the council's usual meeting room and (2) delivered, e-mailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the town clerk. Furthermore, if

the council has a website maintained by at least one town employee, notice of the special meeting's date, time, place, and purpose shall be posted on the website in advance of the meeting.

(c) Notice to Members.

- (1) *Meeting called by the mayor, the mayor pro tempore, or any two council members.* At least forty-eight hours before a special meeting called by the mayor, the mayor pro tempore, or any two council members, written notice of the meeting stating its date, time, and place, as well as the subjects to be considered, shall be delivered to the mayor and each council member or left at his or her usual dwelling place.
- (2) *Meeting called by vote of the council in open session.* When a special meeting is called by vote of the council in open session during a regular meeting or another duly called special meeting, the motion or resolution calling the special meeting shall state the meeting's date, time, place, and purpose. [Written notice of the special meeting's date, time, place, and purpose shall be mailed or delivered at least forty-eight hours before the meeting to each council member not present for the meeting at which the special meeting was called, and to the mayor if he or she was not present at that meeting.]

(d) Transacting Other Business. Unless all members are present or any absent member has signed a written waiver of notice, only those items of business specified in the notice to council members may be taken up at a special meeting. [Even when all members are present or any absent member has signed a waiver, the council may take up an item of business not covered by the notice only if the council first determines in good faith that the item must be discussed or acted upon immediately.]

Rule 11. Emergency Meetings

(a) Grounds for Emergency Meeting. Emergency meetings of the town council may be called only to address generally unexpected circumstances demanding the council's immediate attention.

(b) Calling Emergency Meetings. There are two methods by which an emergency meeting of the council may be called.

- (1) The mayor, the mayor pro tempore, or any two members of the council may at any time call an emergency council meeting by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered. The notice shall be delivered to the mayor and each council member or left at his or her usual dwelling place at least six hours before the meeting.
- (2) An emergency meeting may be held when the mayor and all members of the council are present and consent thereto, or when any absent member has signed a written waiver of notice.

(c) Notice to Media of Emergency Meetings. Notice of an emergency meeting shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request with the town clerk for notice of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone number. Notice may be given by telephone, e-mail, or the same method used to notify council members. Notice must be provided immediately after council members have been notified and at the expense of the party notified.

(d) Transaction of Other Business Prohibited. Only business connected with the emergency may be considered at an emergency meeting.

Rule 12. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the council may recess the meeting to another date, time, or place by a procedural motion made and adopted, as provided in Rule 27, Motion 3, in open session. The motion must state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the council has a website maintained by one or more town employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Part VI. Agenda

Rule 13. Agenda

(a) Draft Agenda.

- (1) *Preparation.* The Town Clerk shall prepare a draft agenda in advance of each meeting of the Town Council.
- (2) *Requesting placement of items on draft agenda.* For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the Town Clerk at least [two] working days before the date of the meeting. The Town Clerk must place an item on the draft agenda in response to a council member's timely request provided that the item is eligible for adoption considering by limited to any applications of Rule 26, Rule 27, Motions 8, 10 or 11.
- (3) *Supplemental information/materials.* If the council is expected to consider a proposed ordinance or ordinance amendment, a copy of the proposed ordinance or amendment shall be attached to the draft agenda. An agenda package shall be prepared that includes, for each item of business listed on the draft agenda, as much background information on the topic as is available and feasible to provide.
- (4) *Delivery to council members.* Each council member shall receive a hard or electronic copy of the draft agenda and the agenda package. Except in the case of an emergency meeting, the agenda and agenda package shall be furnished to each member at least twenty-four hours before the meeting.
- (5) *Public inspection.* The draft agenda and agenda package shall be available to the public when the documents are ready to be, or have been, circulated.

(b) Adoption of the Agenda.

- (1) *Adoption.* As its first order of business at each meeting, the council shall review the draft agenda, make whatever revisions it deems appropriate, and adopt a formal agenda for the meeting.
- (2) *Amending the agenda.* Both before and after it adopts the agenda, the council may add or subtract agenda items by majority vote of the members present and voting, except that

the council may not add to the items stated in the notice of a special meeting unless the requirements in Rule 10(d) are satisfied and only business connected with the emergency may be considered at an emergency meeting.

- (3) *Designation of items “For Discussion and Possible Referral to Committee.”* The council may designate an agenda item “for discussion and possible referral to committee.” The designation signifies that the council intends to discuss the item and may, if it so chooses, refer the item to committee for further consideration. No additional action may occur at the initial hearing of the matter.

(c) Consent Agenda. The council may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the agenda item if the items are judged to be noncontroversial and routine and subject to review and approval by the Town Manager, or their designee, and the Town Clerk. Prior to the council’s adoption of the meeting agenda under subparagraph (b)(1) of this rule, the request of any member to have an item moved from the consent agenda to new business must be honored by the council. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The council may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 14. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

- Commencement, Invocation, and Pledge of Allegiance
- Announcements and Petitions by the Governing Body
- Adoption of the Meeting Agenda
- Consent Agenda
- Town Council Committee Reports
- Town Manager’s Report
- Town Clerk’s Report
- Public Art Moment (Quarterly)
- Proclamations/Special Presentations
- Public Forum/General Comments
- Public Hearings
- Regular Meeting Agenda
- Information Items
- Closed Session
- Adjournment

Without objection, the mayor may call agenda items in any order most convenient for the dispatch of business.

Part VII. Role of the Presiding Officer

Rule 15. The Mayor

(a) **Presiding Officer.** When present, the mayor shall preside at meetings of the council.

(b) **Right to Vote.** The mayor may vote only when an equal number of affirmative and negative votes have been cast, though in no event may the mayor break a tie on a motion on which he or she has already voted.

(c) **Recognition of Members.** A member must be recognized by the mayor (or other presiding officer) in order to address the council, but recognition is not necessary for an appeal pursuant to Rule 27, Motion 1.

(d) **Powers as Presiding Officer.** As presiding officer, the mayor is to enforce these rules and maintain order and decorum during council meetings. To that end, the mayor may

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure; and,
- (4) adjourn in an emergency.

(e) **Appeals of Procedural Rulings.** A member may appeal a decision made or answer given by the mayor under subparagraph (d)(1), (2), or (3) in accordance with Rule 27, Motion 1.

Rule 16. The Mayor Pro Tempore

(a) **Presiding in Mayor's Absence.** When present, the mayor pro tempore shall preside over council meetings in the mayor's absence with all the powers specified in Rule 17(d).

(b) **Delegation of Mayor's Powers/Duties.** In the mayor's absence, the council confers on the mayor pro tempore the mayor's powers and duties. Likewise, if the mayor becomes physically or mentally unable to perform the duties of his or her office, the council may by unanimous vote declare the mayor incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When the mayor announces that he or she is no longer incapacitated, and a majority of the council concurs, the mayor shall resume the exercise of his or her powers and duties.

(c) **Duty to Vote.** Even when presiding over a council meeting, the mayor pro tempore has the same duty as other members to vote on all questions unless he or she has been excused from voting on a matter in accordance with Rule 28.

(d) **Term Limit.** The appointment of Mayor Pro-Tempore shall be for a maximum of a two-year term. No member of the Council shall serve as Mayor Pro-Tempore more than one-term unless all members of the current Council have served as Mayor Pro-Tempore.

Rule 17. Other Presiding Officer

If both the mayor and mayor pro tempore are absent, the council may elect from among its members a temporary presiding officer to chair the meeting. While serving as temporary presiding officer, a member has the powers listed in Rule 15(d). Service as a temporary presiding officer does

not relieve a member of the duty to vote on all questions unless excused from voting pursuant to Rule 24.

Part VIII. Motions and Voting

Rule 18. Action by the Council

Except as otherwise provided in these rules, the council shall act by motion. Any member may make a motion, not including the mayor.

Rule 19. One Motion at a Time

A member may make only one motion at a time.

Rule 20. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or the presiding officer has put the motion to a vote.

Rule 21. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- Members may speak an unlimited number of times subject to motion to end debate.

Rule 22. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 23. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 24. Duty to Vote

(a) Duty to Vote. Every council member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to council members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to

member), G.S. 160D-109(a) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160D-109(d) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the town attorney.

(c) Procedure for Excusal.

- (1) *At member's request.* Upon being recognized at a duly called meeting of the council, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On council's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining council members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

- (1) the member is physically present in the council chamber or
- (2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

(f) Mayor's Duty to Vote. The provisions of this rule apply to the mayor when the mayor is permitted to vote to break the tie.

Rule 25. Voting by Written Ballot

(a) Secret Ballots Prohibited. The council may not vote by secret ballot.

(b) Rules for Written Ballots. The council may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the town clerk's office immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 26. Substantive Motions

A "substantive motion," also known as "main motion," refers to the main topic of discussion that directly impacts a decision or policy, as opposed to procedural motions that manage the meeting process. A substantive motion is not in order if made while another motion is pending. Once the council disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 27, Motion 14.

Rule 27. Procedural Motions

(a) Certain Motions Allowed. The council may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 12, and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9.

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, provided that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the council is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a recessed meeting as permitted under Rule 12. The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the council is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least two-thirds of the council's actual membership, excluding vacant seats and not counting the mayor if the mayor votes only in case of a tie. The council may not suspend provisions in these rules that are required under state law. *(By way of example and not limitation, the council may not suspend the rules to add a proposed zoning amendment unless it has complied with the statutory public notice and hearing requirements. A Council may not suspend the notice requirements for a special meeting because they are required by state law.)*

Motion 7. To Divide a Complex Motion. Pursuant to Apex Town Code, Section 2-35, this action shall be granted upon request and proper second, except a motion to strike and insert shall be indivisible.

Motion 8. To Defer Consideration. The council may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the council votes to revive it pursuant to Motion 13 within [365] days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). To be adopted, this motion must receive votes equal to at least two-thirds of the council's actual membership, excluding vacant seats and not counting the mayor. If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the council's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the council may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 11. To Refer an Item to a Committee. The council may vote to refer an item to a committee for study and recommendations. Debate on motion to refer an item to a committee is limited to 5 minutes. While the item is pending before a committee, the council may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the committee fails to act on the item within 90 days of the referral date, the council must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The council may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8, provided it does so within [100] days of its vote to defer consideration.

Motion 14. To Reconsider. The council may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting or next regular meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the council's deliberation on a pending matter.

Part IX. Ordinances and Contracts

Rule 28. Introduction of Ordinances

For purposes of these rules, the “date of introduction” for a proposed ordinance is the date on which the council first votes on the proposed ordinance’s subject matter.

Rule 29. Adoption, Amendment, and Repeal of Ordinances

(a) Adoption of Ordinances.

- (1) *Proposed ordinances to be in writing.* No proposed ordinance shall be adopted unless it has been reduced to writing and distributed to members before a vote on adoption is taken.
- (2) *Adoption on date of introduction.* To be approved on the date of introduction, a proposed ordinance or any action having the effect of an ordinance, except an ordinance on which a public hearing must be held pursuant to N.C.G.S. § 160D-601 before an ordinance be adopted, must receive affirmative votes equal to at least two-thirds of the council’s actual membership, excluding vacant seats and not counting the mayor, unless the mayor has the right to vote on all questions before the council.
- (3) *Adoption after date of introduction.* To be approved after the date of introduction, a proposed ordinance or any action having the effect of an ordinance must receive affirmative votes equal to at least a majority of all council members not excused from voting on the matter. In calculating the number of affirmative votes necessary for approval, the council shall count the mayor if he or she votes on all questions. If the mayor votes only in the case of tie, the mayor’s vote counts if there is an equal division.

(b) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 30. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance. Notwithstanding any provision in the town charter, general law, or local act,

- (1) the council may adopt or amend the budget ordinance at a regular or special meeting of the council by a simple majority of those members present and voting, a quorum being present;
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the council; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any town charter or local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the council and ending with the adoption of the budget ordinance, the council may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law concerning the call of special meetings applies during that period so long as

- each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the council to hold closed sessions on any basis other than the grounds set out in Rule 5.

Rule 31. Approval of Contracts and Authorization of Expenditures

(a) Contracts to be in Writing. No contract shall be approved or ratified by the town council unless it has been reduced to writing at the time of the council's vote.

(b) Approval of Contracts. To be approved or ratified, a contract must receive affirmative votes equal to at least a majority of all council members not excused from voting on the contract, including the mayor's vote in the event of a tie.

(c) Authorization of Expenditure of Public Funds. The same vote necessary to approve or ratify a contract is required for the council to authorize the expenditure of public funds, except when the expenditure is authorized pursuant to Rule 34.

Part X. Public Hearings and Comment Periods

Rule 32. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the council may hold any public hearings it deems advisable. The council may schedule hearings or delegate that responsibility to town staff members, as appropriate, except when state law directs the council itself to call the hearing. If the council delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. Public hearings may be held anywhere within the town or within the county where the town is located.

(c) Rules for Public Hearings. The council may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(d) Notice of Public Hearings. Any public hearing at which a majority of the council is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 9 through 12, apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with notice of the meeting during which the hearing will take place.

(e) Continuing Public Hearings. The council may continue any public hearing without further advertisement to a time and place certain, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session.

Except for hearings conducted pursuant to paragraph (g), if a quorum of the council is not present for a properly scheduled public hearing, the hearing must be continued until the council's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the mayor shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the council for the hearing. Unless the council extends the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the mayor shall declare the hearing closed, and the council shall resume the regular order of business.

Rule 33. Public Comment Periods

(a) Frequency of Public Comment Periods. The council must provide at least one opportunity for public comment each month at a regular meeting, except that the council need not offer a public comment period during any month in which it does not hold a regular meeting.

(b) Rules for Public Comment Periods. The council may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the hall (so long as arrangements are made for those excluded from the hall to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(c) Content-Based Restrictions Generally Prohibited. The council may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the council's real or apparent jurisdiction.

Part XI. Appointments and Appointed Bodies

Rule 35. Committees and Boards

(a) Establishment and Appointment. The council may establish temporary and standing committees to help carry on the work of town government. Unless otherwise provided by law or the council, the power of appointment of vacancies to such bodies lies with the mayor. The council may prescribe the membership of temporary or non-standing committees at the time of establishment by resolution.

At the time of adoption of these rules, the current council committees consist of the following:

- (i) Governance, Fiscal Stewardship, and Internal Support
- (ii) Environmental Leadership
- (iii) Responsible Development
- (iv) Vibrant Community and Economic Vitality
- (v) Public Safety

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business. They do not apply to meetings solely among the town's professional staff.

(c) Procedural Rules. The council may prescribe the procedures by which the town's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. [In the absence of rules adopted by the council, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.]

Rule 36. Resident Advisory Boards – Standing and Non-Standing

- (a) Appointments in Open Session.** The council must consider and make any appointment to a Resident Advisory Board or Non-Standing Resident Advisory Committee, Task Force, or Work Group in open session.
- (b) Nomination and Voting Procedure.** Unless otherwise provided by law, vacancies on resident advisory boards for which the Council has appointment authority shall be filled using the following procedure: The Mayor shall nominate one or more individuals for appointment and present the nominations to the Council for consideration and debate. Any Council member may move to strike one or more nominees from consideration; however, no motion to add or substitute nominees shall be in order. If the Council adopts a motion to strike a nominee, the Mayor may submit an additional nomination for consideration. If only one nominee remains under consideration, a Council member may move to suspend the rules and appoint the nominee by motion without proceeding to ballot. Upon approval of the motion to suspend the rules, the nominee shall be deemed appointed. If more than one nominee remains under consideration, or if the rules are not suspended, the Mayor shall direct the Town Clerk to distribute ballots to each Town Council member for the purpose of selecting from among the nominees. The Town Clerk shall tabulate and announce the results of each ballot. A nominee receiving a majority of the votes cast shall be appointed. If no nominee receives a majority of the votes cast, the nominee receiving the fewest votes shall be eliminated from consideration, and additional ballots shall be distributed. Balloting shall continue in this manner until a nominee receives a majority of the votes cast.
- (c) Mayor.** The mayor may only vote on appointments under this rule when an equal number of affirmative and negative votes have been cast.
- (d) Multiple Appointments.** If the council is filling more than one vacancy, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same vacancy during a single balloting.
- (e) Duty to Vote.** It is the duty of each member to vote for as many appointees as there are appointments to be made, but failure to do so shall not invalidate a member's ballot.

- (f) **Vote by Written Ballot.** The council may vote on proposed appointments by written ballot in accordance with Rule 29.
- (g) **Candidates to be Interviewed.** The council may establish a process to interview candidates selected to serve on any of the Town's Resident Advisory Boards and non-standing committees, taskforces, or workgroups. The interview process may be outlined in the Resident Advisory Board Administrative Policy.

Part XII. Miscellaneous

Rule 367. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with the town charter, any relevant statutes, and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a two-thirds of the council's members, excluding vacant seats.

Rule 378. Reference to Robert's Rules of Order Newly Revised

The council shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the mayor shall make a ruling on the issue subject to appeal to the council under Rule 27, Motion 1.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: June 09, 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 May 28, 2026, related to the duties of the Environmental Advisory Board.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The following amendments were approved at the Regular Town Council Meeting on May 28, 2026 by a 3-1 vote with Councilmember Mu dissenting.

Requested by Planning Staff:

1. Amendments to Sec. 2.1.9.A Review and Decision-Making Bodies, Apex Environmental Advisory Board, Powers and Duties in order to add a requirement for the Environmental Advisory Board to provide a recommendation on whether the proposed rezoning complies with the Town's adopted legislative consideration in Sec. 2.3.3.F.5 Developmental Review, Conditional Zoning Districts, Legislative Considerations regarding how the rezoning's design minimizes environmental impact

Attachments

- CN13-A1: Statement of Town Council - Unified Development Ordinance (UDO) Amendments April 2026, Part B



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF MAY 28, 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 28th day of May 2026.

The Apex Town Council held a public hearing on the 28th day of May 2026. Bruce Venable, Planner III, presented the Planning Board's vote to recommend denial by a vote of 8-1 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 28th day of May 2026, by a vote of 3-1 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 May 28, 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 Sec. 2.1.9.A *Review and Decision-Making Bodies, Apex Environmental Advisory Board, Powers and Duties* promote environmental stewardship and ensure that environmental considerations are incorporated into the legislative rezoning process. The amendment provides the Environmental Advisory Board with a more formal role in reviewing rezoning applications by evaluating whether proposed developments minimize environmental impacts in accordance with the legislative consideration established by the UDO.

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: CONSENT AGENDA

Meeting Date: June 09, 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 various Unified Development Ordinance (UDO) Amendments of May 28, 2026.

Approval Recommended?

The Planning Department recommends approval.

Item Details

The following Unified Development Ordinance Amendments were approved during the May 28, 2026, Regular Town Council meeting:

Requested by Planning Staff:

1. Amendments to various sections of the UDO in order to establish the Transitional Business (B3) and Heavy Industrial (HI) zoning districts. These changes introduce new zoning classifications, update district-specific standards, and integrate the new districts into the existing regulatory framework of the UDO.

The amendment modifies provisions related to zoning districts, permitted uses, dimensional standards, development approvals, and design standards to ensure the B3 and HI districts are consistently applied and enforceable. In particular, updates to the Use Table, district purpose statements, and intensity and dimensional standards incorporate these new districts into the Town's overall zoning structure.

Sections affected by these amendments include:

- 2.3.4.F
- 2.3.6.2.1
- 3.2.2
- 3.2.3
- 3.2.6
- 3.3
- 4.1.2
- 4.2.2
- 4.3.1.A
- 4.3.5.G
- 4.3.6
- 4.4.3.B
- 4.4.5.C
- 4.4.5.D
- 4.4.5.F
- 4.5.6
- 5.1
- 5.2.2
- 6.3.1
- 9.2.2.E
- 9.2.4.A
- 9.3.3
- 9.3.5.A

In addition, several sections have been amended to update internal references, terminology, and cross references to reflect the inclusion of the B3 and HI districts. These edits are administrative in nature and intended to maintain clarity, accuracy, and consistency across the UDO.

Sections where only references and section labeling have been updated as part of this amendment include:

- 2.3.4.F
- 2.3.6.2.l
- 3.2.7
- 3.3.3
- 4.4.3.B
- 4.4.3.J
- 5.1.4
- 5.2.2
- 6.3.1

Requested by Mayor Pro-Tempore Mahaffey:

2. Amendments to Secs. 4.2.2 *Use Table*; 4.3.2 *Use Classifications, Public and Civic Uses*; 4.4.2 *Supplemental Standards, Public and Civic Uses*; 8.2.6.B.4 *Landscaping, Buffering, Screening, Land Use Classes* to add the use "Detention center, jail, prison, or correctional facility" as well as the use classification, supplemental standards, and other related development standards for such use.

The amendment originally proposed related to "Food truck courts" was withdrawn.

Attachments

- CN14-A1: Statement of Town Council - Unified Development Ordinance Amendments (UDO) - May 2026



STATEMENT OF THE APEX TOWN COUNCIL PURSUANT TO G.S. 160D-605(a) ADDRESSING ACTION ON THE UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS OF MAY 28, 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 28th day of May 2026.

The Apex Town Council held a public hearing on the 28th day of May 2026. Bruce Venable, Planner III, presented the Planning Board's vote to recommend denial by a vote of 8-1 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 28th day of May 2026, by a vote of 4-0 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 May 28, 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 various sections of the Unified Development Ordinance to establish the Transitional Business (B3) and Heavy Industrial (HI) zoning districts promote orderly growth, economic development, and compatibility between land uses by expanding the Town’s zoning framework to address a broader range of development types and intensities. The amendments provide clear regulatory standards for transitional commercial uses and heavy industrial activities while ensuring these uses are appropriately located and designed to minimize impacts on surrounding properties.
2. The amendments to Secs. 4.2.2 *Use Table*; 4.3.2 *Use Classifications, Public and Civic Uses*; 4.4.2 *Supplemental Standards, Public and Civic Uses*; and 8.2.6.B.4 *Landscaping, Buffering, Screening, Land Use Classes* promote clarity and consistency in the regulation of public and civic uses by establishing a use classification and development standards for detention centers, jails, prisons, and correctional facilities. The amendments provide a clear framework for evaluating such use and ensures that any future proposals are subject to appropriate development standards and review criteria.

Jacques K. Gilbert
Mayor

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

Date



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Alzheimer's and Brain Health Awareness Month 2026

from the Office of the Mayor

WHEREAS, Alzheimer's disease and other dementias affect more than 55 million people worldwide and impact countless families, caregivers, and communities; and,

WHEREAS, Cognitive health and brain wellness are essential parts of overall health for people of all ages, and healthy habits such as physical activity, social engagement, quality sleep, proper nutrition, and lifelong learning may help reduce the risk of cognitive decline; and,

WHEREAS, Early recognition of memory concerns and access to supportive resources can improve quality of life for individuals living with dementia and their care partners; and,

WHEREAS, The Town of Apex Senior Center is proud to offer resources for individuals with dementia as well as caregivers, and provides opportunities for Seniors to engage in activities that support their cognitive wellness; and,

WHEREAS, The Town of Apex encourages residents to learn about brain health, support those affected by dementia, and join the ongoing effort to advance awareness, compassion, research, and community connection.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the month of June 2026, "Alzheimer's and Brain Health Awareness Month" in the Town of Apex, and urge residents to learn more about brain health and dementia, as well as things they can do to support affected individuals in our community.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 9th day of June, 2026

Jacques K. Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Juneteenth 2026
from the Office of the Mayor

WHEREAS, In 1776, the United States declared its freedom from Britain, but for 89 more years, millions of Black Americans remained enslaved and unable to reap the benefits of the promise of that so-called freedom; and,

WHEREAS, On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States, and on June 19, 1865, Union General Gordon Granger announced General Order No. 3, proclaiming that all enslaved individuals were free; and,

WHEREAS, Juneteenth, formally known as Juneteenth National Independence Day, is the oldest Black-American holiday, and celebrates the day when all Americans were finally free to live their own lives; and,

WHEREAS, 161 years after enslaved individuals were freed, civil rights and equality issues persist for Black Americans, and the Town of Apex is committed to leading the way in continuing to improve fairness and equality; and,

WHEREAS, The Town of Apex is proud to host our annual Juneteenth in the Peak event, organized by the Apex Juneteenth Festival Committee, beginning at 1:00 PM on Saturday, June 20th at Town Hall Campus for a day full of celebrations, music, food, stories, and much more.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim June 19th, 2026, "Juneteenth" in the Town of Apex, and encourage all residents to join in the celebration of Juneteenth and the true promise of freedom that it brings, and continue to love and support all people in our community.

I hereby set my hand and have caused the Seal of the Town of Apex,
North Carolina, to be affixed this the 9th day of June, 2026

Jacques K. Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Apex Pollinator Week 2026

from the Office of the Mayor

WHEREAS, Pollinators serve a vital purpose in the environment by helping 90% of the world's flowering species reproduce, and include species such as bees, wasps, flies, butterflies, moths, beetles, and some birds, bats, and small mammals; and,

WHEREAS, The presence of pollinator species is indicative of thriving communities with healthy air, water, soil, food supply, and ecosystems; and,

WHEREAS, National Pollinator Week has been recognized since 2007 in an effort to highlight the importance of native pollinators and increase awareness about the need to protect them; and,

WHEREAS, The Town of Apex continues to support pollinator efforts through participation in the Mayor's Monarch Pledge and with continued certification as a Bee City USA Town since 2020; and,

WHEREAS, The Parks, Recreation, and Cultural Resources Department is proud to present their third annual Pollinator Week event, An Afternoon in the Garden, on June 27th at the Apex Nature Park with a goal of educating the public on the importance of supporting native pollinators.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the week of June 22nd - June 28th, 2026, "Apex Pollinator Week", in the Town of Apex, and encourage residents to show respect to the thousands of pollinators that help keep our Apex environment so healthy and beautiful.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 9th day of June, 2026

Jacques K. Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: June 09, 2026

Item Details

Presenter(s): Chief Ryan Johansen

Department(s): Apex Police Department (APD)

Requested Motion

Receive as information an update on the Automatic License Plate Reader (ALPR) program and provide direction to staff, as appropriate.

Approval Recommended?

N/A

Item Details

The Apex Police Department (APD) plans to provide update on the Automated License Plate Reader (ALPR) program, which has now been in full operation for approximately six months. The system consists of stationary cameras placed along public roadways, capturing rear-facing images of vehicles in plain view. These images allow automated detection of stolen vehicles, wanted individuals, AMBER/SILVER alerts, and vehicles connected to criminal investigations. Images are retained for only 30 days—well below the state’s 90-day allowance—and are searchable solely for legitimate investigative purposes. APD strictly controls access, requires documented case numbers and justification for every search, prohibits federal data sharing, and maintains ongoing internal audits to ensure compliance.

Although still early in deployment, the ALPR program has already demonstrated significant public safety value. In less than half a year, the system has generated more than 1,700 actionable alerts, including 111 stolen vehicles, 300 stolen license plates, 40 criminal warrants, and several missing persons cases. ALPR alerts have contributed to major arrests, including organized retail theft groups, auto theft rings, dangerous fugitives, narcotics traffickers, and serial offenders operating across multiple jurisdictions. Notably, most suspects identified through ALPR were not Apex residents, underscoring the system’s role in intercepting regional criminal activity before it impacts the community.

This presentation seeks to emphasize APD’s commitment to transparency, adherence to constitutional protections, and pledge to balancing public safety with privacy. The department will also highlight its

ongoing public engagement efforts dating back to early 2025, its CALEA-accredited oversight practices, and its established reporting framework for the ALPR program—which, to date, shows zero instances of misuse, unauthorized searches, or any searches related to immigration or abortion enforcement.

Overall, APD reports that ALPR technology is already reducing crime, improving investigative outcomes, and enhancing community safety while maintaining strong privacy safeguards.

Attachments

- PR4-A1: PowerPoint Presentation (PPT): Automated License Plate Reader (ALPR) Program Review





ALPR Program Review and Update

What is ALPR and how does it work?

- ALPR = Automated License Plate Reader
- Network of stationary cameras
 - Fixed – cannot be remotely rotated/manipulated
 - Aimed into traffic lanes
 - To capture rear license plates of passing vehicles
 - Much like those on toll roads
 - Takes photos of rear of vehicles
 - Vehicles in plain view on public right-of-way
 - Does not photograph occupants



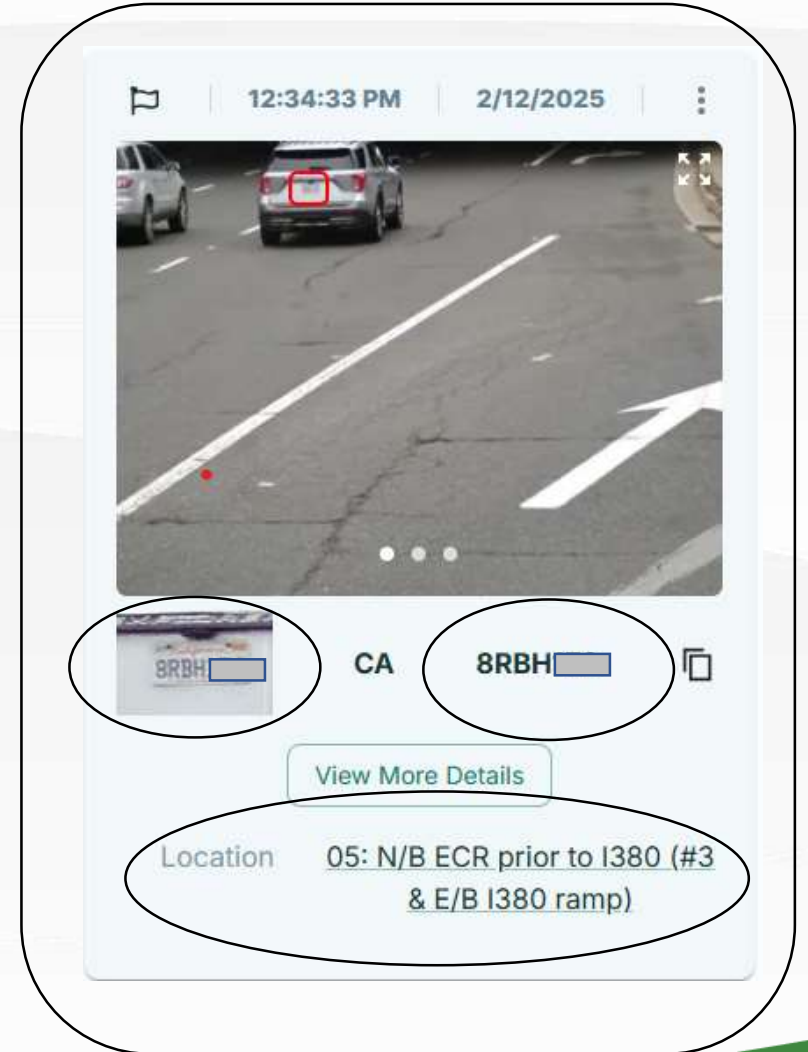
What does our ALPR system do with the photos?

- Reads/determines license plate numbers
- Automatically notifies police of...
 - Stolen vehicles
 - Crime vehicles with stop orders
 - Vehicles associated with: missing persons, AMBER/SILVER alerts, APBs
 - Provides location/direction of travel of vehicle at that moment
- Analyzes vehicle components to discern make/model/color
 - For vehicles with no license plates or cold plates
- Stores images for 30 days
 - Creates a temporary searchable database for police investigators



What does an alert look like?

- “Hit” notification to CPU/phone
 - Only for vehicles in LE databases for stop
 - Includes close up of plate alongside actual plate of the “hit”
 - Dispatch/Officer must confirm match and “hit” before taking any action



How does the ALPR database work?

- Vehicle images captured by cameras are stored in database for 30 days
 - State law allows 90 days, we limit to 30
- When a vehicle is associated with a crime, investigators can search for it in the database
 - Requires case number, offense type, and reason for search
 - Can look for a plate, a make/model/color, or reads on a specific camera during a specific timeframe
 - Cannot search for a person, name, address, or other personal identifying information
- Images automatically purged after 30 days

The screenshot displays a search interface for the ALPR database. At the top, there are tabs for 'Search', 'Search', and 'Lookup'. Below this, the 'Investigative Purpose' section includes a dropdown for 'Offense Type' (with a hint icon) and a text input for 'Case Number' (marked as a required field). A 'Reason' text input is also present. The 'Vehicle Details' section features a 'License Plate' text input, a 'Plate State' dropdown menu, and checkboxes for 'Include Partial Plate', 'Nationwide', and 'Statewide (NC)'. A 'Vehicle Fingerprint' dropdown menu is also available. The 'Location & Time' section includes a 'Location' dropdown menu (currently showing 'My Network(s) Selected') and a 'Map & Devices' button. Below this, there are 'Start' and 'End' time range inputs, both set to '04/10/2026 07:30 AM' and '04/10/2026 09:30 AM' respectively. At the bottom, there are five buttons for time-based filters: 'Last 15 Min', 'Last 2 Hours', 'Last 24 Hours', 'Last 48 Hours', and 'Last 30 Days'.

How does the ALPR database work?

- We own/control images
- Data sharing at our discretion
 - Police agencies only
 - For legitimate law enforcement purposes only
 - Each request approved/denied by APD
 - Single point of contact (civilian)
 - Flock data sharing MOU required
 - Sharing with about 1,000 police agencies
 - Same restrictions apply to them
 - Federal agencies now automatically excluded
 - 2 errant Federal shares caught/cleared in audit

US Postal Inspector's Office / USAFB Police Department

The screenshot displays the ALPR database search interface. At the top, there are tabs for 'Search', 'Search', and 'Lookup'. Below this, the 'Investigative Purpose' section includes a dropdown for 'Offense Type' (with a hint icon) and a text input for 'Case Number' (marked as a required field). A 'Reason' text input is also present. The 'Vehicle Details' section features a 'License Plate' text input, a 'Plate State' dropdown menu, and checkboxes for 'Include Partial Plate', 'Nationwide', and 'Statewide (NC)'. A 'Vehicle Fingerprint' text input is also included. The 'Location & Time' section shows a 'Location' dropdown menu with 'My Network(s) Selected' and a 'Map & Devices' button. Below this, there are 'Start' and 'End' time range inputs, and a row of buttons for time-based filters: 'Last 15 Min', 'Last 2 Hours', 'Last 24 Hours', 'Last 48 Hours', and 'Last 30 Days'.

What the ALPR Program is **NOT**

- It is NOT facial recognition
- It is NOT widespread person surveillance
- It is NOT tied to Personal Identifying Information (PII)
- It is NOT used for traffic enforcement
- It is NOT used for non law enforcement purposes

Why is ALPR important for public safety IN APEX?

- Crime prevention
 - ALPR as an early warning system
 - Notice of the presence of criminal(s) before victimization
 - Stolen vehicles (used in vast majority of our crime sprees)
 - Vehicles recently used in criminal acts
 - Known safety concerns (school and other threat cases)
- Crime deterrence
- Missing/endangered persons
- Criminal investigations
 - Nationally, >70% of crimes involve the use of a motor vehicle
 - In Apex, this number is closer to 80%
 - Vehicle identification is critical evidence in solving crimes
 - Imagine having a license plate and/or vehicle description for 80% of our crimes
 - Especially valuable for crime during light traffic
 - Connecting one crime, to many others



What does the current program look like in Apex?

- First cameras in use as of October 2025, alerts activated December 2025 (less than 6 months of full use)
- Currently have 7 installed cameras
 - Relatively stationary (can be moved but not with regularity)
 - All cover public streets and vehicles traveling in plain view
 - None of these cameras are on DOT roadways
 - Placement based on crime data and key points of ingress/egress
 - Also have 3 “flex” cameras undeployed
 - Reducing to 2 primarily for special events deployment
 - We do not disclose locations because that would make it easier for criminals to avoid them



What does the current program look like in Apex?

- Average of about 60,000 vehicle reads per day
- Over 1,700 official hot list hits
 - 1,100 protection orders
 - 300 stolen license plates
 - 111 stolen vehicles
 - 40 criminal warrants
 - 28 sex offenders
 - 3 missing persons

** As of April 2026*



Just a few of examples of ALPR success in Apex

- Multi-million dollar, multi-year ATM jackpotting case
 - Tren de Aragua gang members from Venezuela
 - Dozens of thefts throughout east and mid-west US
 - Hit Apex ATM and detectives were able to obtain a license plate from an ALPR camera
 - Resulted in location and arrest of multiple suspects within hours
 - Suspects not from Apex



Just a few of examples of ALPR success in Apex

- Thwarted commercial burglaries
 - ALPR alerted officers to a stolen U-Haul truck coming into town
 - Officers saturated the area and located 2 stolen U-Haul trucks
 - Connected to a series of commercial burglary attempts throughout the area using stolen moving trucks
 - Evidence suggested suspects were in Apex for the same
 - Suspects not from Apex



Just a few of examples of ALPR success in Apex

- Arrest of dangerous felon with multiple felony warrants
 - ALPR alerted officers to a vehicle associated with a dangerous wanted felon
 - Officers saturated the area and located the vehicle
 - Driver had several warrants for violent felony offenses and was on the run
 - Suspect not from Apex



Just a few of examples of ALPR success in Apex

- Auto theft ring arrests
 - ALPR alerted officers to a stolen vehicle
 - Officers saturated the area, located the vehicle and attempted to stop it
 - Driver fled and a pursuit ensued into Durham
 - Durham PD ultimately assisted in arrest of multiple suspects
 - Suspects tied to regional auto theft ring
 - Suspects not from Apex



Just a few of examples of ALPR success in Apex

- Thwarted residential burglaries
 - Suspects committed residential and vehicle break ins in Pittsboro (firearms stolen)
 - ALPRs indicated headed eastbound on 64
 - Officers saturated the area, located the vehicle and attempted to stop it
 - Driver fled and a pursuit ensued into Durham
 - Pursuit terminated by officers due to safety
 - Suspects identified by investigators and later arrested
 - Suspects tied to string of break-ins
 - Suspects not from Apex



Just a few of examples of ALPR success in Apex

- Fentanyl trafficker arrested
 - ALPR alerted officers to a vehicle with a stop/seizure order
 - Officers saturated the area and located the vehicle
 - Search of the vehicle revealed driver was trafficking in methamphetamine and fentanyl
 - Suspect not from Apex



Just a few of examples of ALPR success in Apex

- Domestic violence protective order violation arrest
 - ALPR alerted officers to a vehicle associated with a suspect wanted for violating a DVPO
 - Vehicle was in the area of victim residence
 - Officers saturated the area and located the vehicle
 - Driver was arrested for warrants and DVPO violation
 - No business in area beyond looking for victim
 - Suspect not from Apex



Just a few of examples of ALPR success in Apex

- Organized retail theft and vehicle theft arrests
 - ALPR alerted officers to a stolen vehicle
 - Officers saturated the area and located the vehicle in Kohl's parking lot, unoccupied
 - Officers set up on vehicle and arrested suspects after they came out of Kohl's with thousands of dollars in stolen property and entered the stolen vehicle
 - Mass of additional stolen property in vehicle
 - ALPR used to connect suspects to several additional retail theft cases
 - Suspects not from Apex

Just a few of examples of ALPR success in Apex

- Arrest of violent felon on the run
 - ALPR alerted officers to a vehicle associated with a wanted felon out of Raleigh
 - Suspect had fled from multiple prior arrest attempts
 - Officers saturated the area and located the vehicle
 - Multiple violent felon arrested for warrants
 - Suspect not from Apex



Just a few of examples of ALPR success in Apex


- Repeat larceny series solved and closed using ALPR
 - Multiple past-occurred larcenies reported to APD
 - Initially, no available video or other physical evidence to work with
 - Investigators used ALPR to determine a potential vehicle involved
 - ALPR search revealed same vehicle in area of dozens of additional crimes in Greensboro, High Point, Kernersville, Durham and Cary
 - Warrants obtained for suspect
 - ALPR alerts used to locate suspect and vehicle
 - Suspect charged with dozens of larcenies and other crimes
 - Suspect not from Apex

What is APD doing to balance safety and privacy?

- 4th Amendment measures
 - Egregious mischaracterization from previous council meeting
 - Why I CHOOSE to mention the 4th Amendment when discussing ALPR
 - The courts are our measuring stick for this critical assessment
- We CHOOSE to retain images for only 30 days (1/3 of state allowance of 90 days)
 - Another egregious mischaracterization from previous council meeting
 - Why I would prefer 90 days, but CHOOSE to keep it at 30
- Data sharing
 - We CHOOSE what agencies we share data with
 - Each share request is independently reviewed by professional staff member
 - Restricted to policing agencies for official law enforcement purposes only
 - Must sign Flock MOU sharing agreement (prevents resharing)
 - We CHOOSE not to share our images/data with federal LE/agencies

What is APD doing to balance safety and privacy?

- Misuse by end users
 - Each search requires right to know/need to know documentation
 - Must enter an official investigative case number, charge being investigated, and plain English reason for search
 - System tracks every search
 - Regular audit practices to ensure compliance
 - Random supervisory spot checks
 - Office of Professional Standards (OPS) audits at regular intervals per policy and CALEA guidance
- Supervisor approval for “custom hot list” entry
 - Submission/approval of form required to input a vehicle
- Civilian Intel Analyst as ALPR Coordinator and OPS as oversight
- Annual Reporting
 - Trend/patterns; program effectiveness; need for policy changes; training needs
 - Also providing this report with only about 6 months of use



of Federal agencies APD is sharing its ALPR data with

0



of APD ALPR searches conducted for immigration enforcement

0

of APD ALPR searches conducted for abortion enforcement

0

of APD ALPR searches conducted other than for official police investigations

0

of APD ALPR searches conducted without case # and reason description

0

of APD ALPR searches conducted in violation of law or policy

0

Addressing mischaracterizations

- Council approved in 2023 but there's been no reporting
 - Contract approved in 2023, but no system deployment until late 2025
 - Program has been full live for only about 6 months
 - Nonetheless, Council has requested and received numerous updates
- Public doesn't know
 - Presented at multiple public meetings prior to my arrival in late January 2025
 - Public presentation February 2025 work session
 - More than 9 months before going live
 - Public presentation May 2025 work session
 - About 6 months before going live
 - Public presentation January 2026 work session
 - About a month after going live
 - Public presentation tonight
 - Thoroughly and openly discussed at more than 30 Chat with the Chief events
 - Thoroughly and openly discussed at multiple Peak Academies and Resident Police Academies

Addressing mischaracterizations

- Department staffing
 - I reported on this extensively in January work session presentation and prior
 - Claim that we are authorized for 143 officers is plainly false, we are authorized for 114
 - We are NOT having trouble attracting people to work here...anymore
- APD doesn't report crime data
 - Plainly false and disingenuous
 - There is a single missing year due to loss of data from the cyber attack (cannot report partial data)
- APD doesn't provide call breakdowns
 - See annual reports on website (minus cyber attack year)
 - 2025 still being generated (challenges of poor CAD/RMS as previously reported)
- Police policing the police
 - Officer of Professional Standards – civilian led

Summary/Closing

- ALPR program is already reducing crime, increasing apprehensions/prosecutions, deterring criminal actors and making our community safer and more secure
- The Supreme Court has repeatedly ruled that this is NOT mass surveillance
- Your police department has been, and continuous to be, highly transparent about this program
- Your police department is an exceedingly professional organization, nationally accredited by CALEA via repeated independent audits and reviews ensuring best practices
- Your police department has access to far more private data than a photo of your license plate, and has for decades (reason for backgrounding and swearing in)
- Your police chief has nearly a decade of experience deploying ALPR programs and balancing security benefits with privacy concerns
- Our ALPR vendor has recently deployed new default settings that mirror what we have done by choice from the start



A Final Thought

- ***We can have honest conversations about policy, technology, and oversight. In fact, we should.***
- ***We are a responsive, service-driven organization, and honest, respectful conversations produce prosperous outcomes.***
 - ***The Transparency Portal is an example: <https://transparency.flocksafety.com/apex-nc-pd>***
- ***Honest, mindful conversations aimed at greater understanding do not come at the expense of the trust, respect, and support we all owe to the men and women who put on this uniform and serve this community with honor every day.***
- ***This community, and this Council have long shown their support for the difficult work that our police officers do, and I would ask that any community member wishing to engage in public discourse do the same.***





Thank you.

Questions?

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING

Meeting Date: June 09, 2026

Item Details

Presenter(s): Jessica Hoffman, Director

Department(s): Budget and Performance Management

Requested Motion

Public Hearing to receive resident input on the Fiscal Year 2026-2027 Annual Operating Budget including proposed economic development expenditures; and consider adoption of the Annual Operating Budget and Capital Improvement Plan (CIP) for Fiscal Year 2026-2027.

Approval Recommended?

N/A

Item Details

The proposed Budget is summarized as follows:

General Fund	122,710,800
Electric Fund	70,613,000
Water/Sewer Fund	35,610,700
Stormwater Fund	3,712,300
Other/Special Funds	29,737,750
<u>TOTAL</u>	<u>261,737,750</u>

The proposed Budget as presented includes an increase of \$0.0175 in the ad valorem tax rate to \$0.3735 per \$100 valuation. There are proposed changes to the electric, water, sewer and solid waste rates.

Pursuant to NCGS 158-7.1, notice is hereby given that said information will be a part of the Annual Budget Public Hearing of the Apex Town Council for the purpose of soliciting comments relative to the following monetary appropriations for economic development purposes:

Economic Development:	637,400
Personnel Salaries & Benefits	135,400
Operations, Training, Supplies & Equipment	3,000
Economic Incentives	220,000
Special Programs - Initiative to promote local spending & awareness	6,000
<u>TOTAL</u>	<u>1,001,800</u>

Project Ordinances fund the following projects for FY2026-2027:

STORMWATER	Amount
Capitata Crossing Stream Stabilization	350,000
Culvert St Drainage Repairs	150,000
Seagrove Dam Repairs	350,000
WATER SEWER	
Abbington Gravity Sewer Extension	920,000
BP5.C001: NCDOT Olive Chapel Road Culvert Replacement	550,000
HL-0007: NC 55 Intersection Improvements Utility Relocation	500,000
Little Beaver Creek Outfall Extension (Apex Friendship HS)	100,000
Old Raleigh Road Water Line & Force Main Replacement	200,000
SCADA System Upgrades	230,000
US 64 & New Hill Olive Chapel Water Line Loop	160,000
UV System Replacement	1,500,000
Water Quality Conservation	120,000
Waterline Gaps (Beaver Creek Commons)	165,000
Waterline Gap Green Level West (American Tobacco Trail)	150,000
WWRWRF	3,774,000
CAWTF	669,300
ELECTRIC	
East Williams Substation	1,925,000
Green Level Substation	500,000
Veridea System Expansion	2,500,000
GENERAL	
Fire Department Administration Building	14,570,000
Fire Station 3 Renovation/Addition	8,100,000
Hughes St. Mixed-Use Development	2,050,000
FY27 Public Safety Radio Replacement	500,000
FY27 SCBA Replacement	200,000
Annual GoApex Transit Improvements	133,705
GoApex New Bus Stop Installations for Routes 1, 2, 3	455,000
FY27 Town Facilities Generator Study	250,000
TRANSPORTATION	
Apex Peakway at Tingen Rd Intersection Improvements	250,000
Richardson Rd at Core Banks St Traffic Signal	100,000

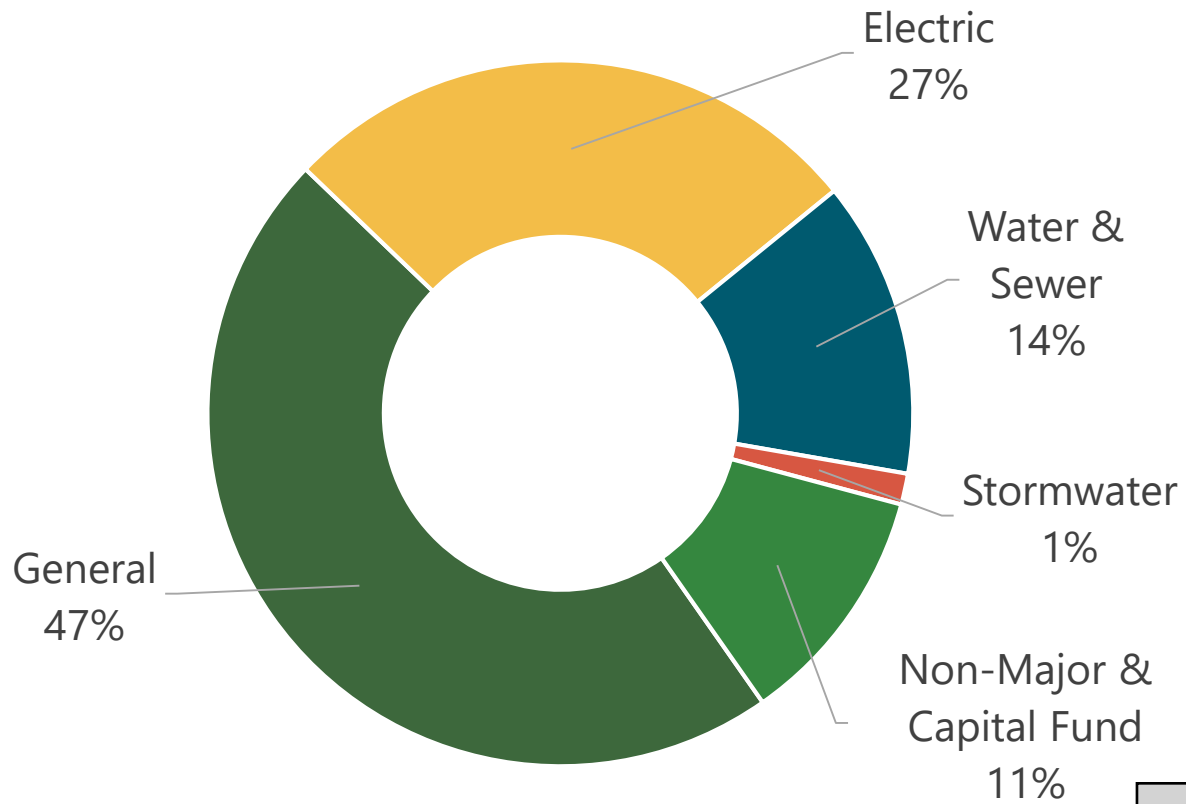
Attachments

- PH1-A1: PowerPoint Presentation - Fiscal Year 2026-2027 Annual Operating Budget
- PH1-A2: Proposal by Mayor Gilbert - Fiscal Year 2026-2027 Annual Operating Budget
- PH1-A3: Notice of Public Hearing - Fiscal Year 2026-2027 Annual Operating Budget
- PH1-A4: Affidavit of Publication - Fiscal Year 2026-2027 Annual Operating Budget Public Hearing
- PH1-A5: Fiscal Year 2026-2027 Budget Ordinance
- PH1-A6: Fiscal Year 2026-2027 Fee Schedule
- PH1-A7: Additional Full-Time (FTE) Positions

FY 2026-2027 Budget Overview

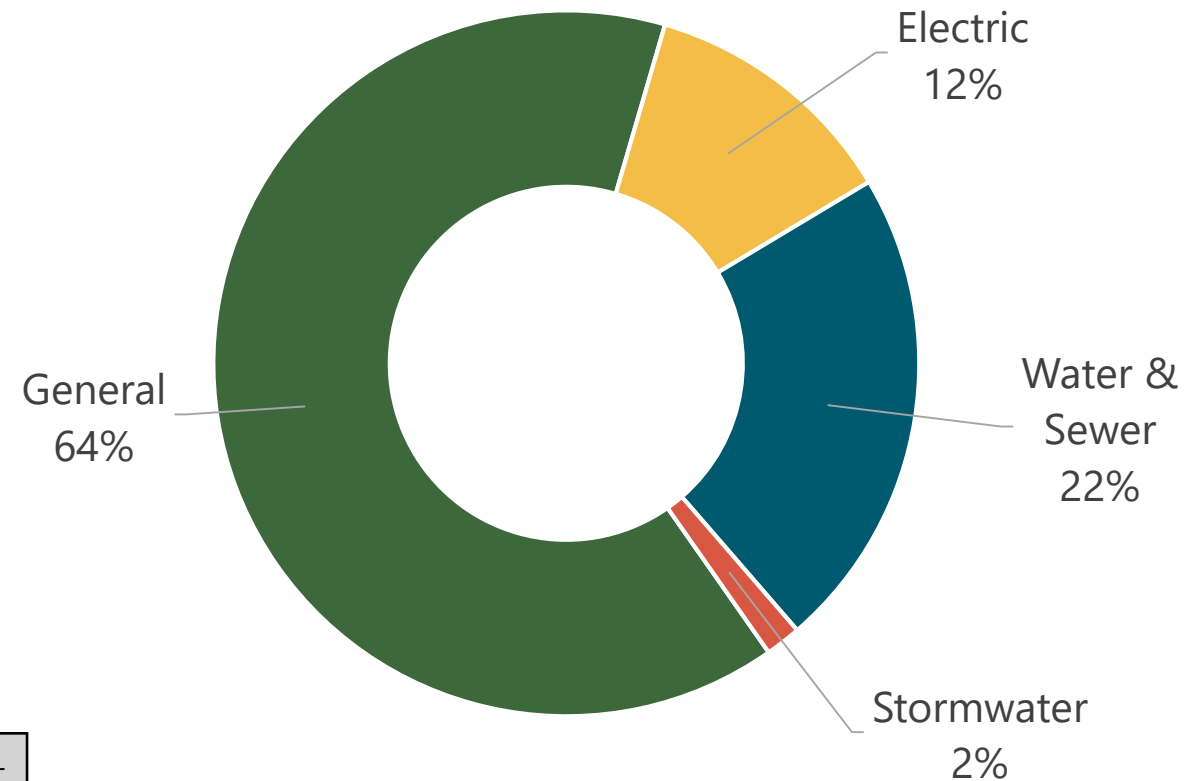
OPERATIONAL & SMALL CAPITAL

\$261.74M



PROJECT FUNDS

\$41.42M



General Fund

TOTAL BUDGET: \$122.71M

+6.55% from FY26

TAX RATE: 37.35¢

+1.75¢ from FY26



Projects

\$14.67M

Capital
Equipment,
Improvements &
Projects



Debt Service

\$16.04M



Personnel

+15.5 FTEs

8 Public Safety

3 Parks & Recreation

2 Development Services

2.5 Internal Services

(IT, Finance, E - Page 210 - Development)



Vehicle Tag Fee

\$30



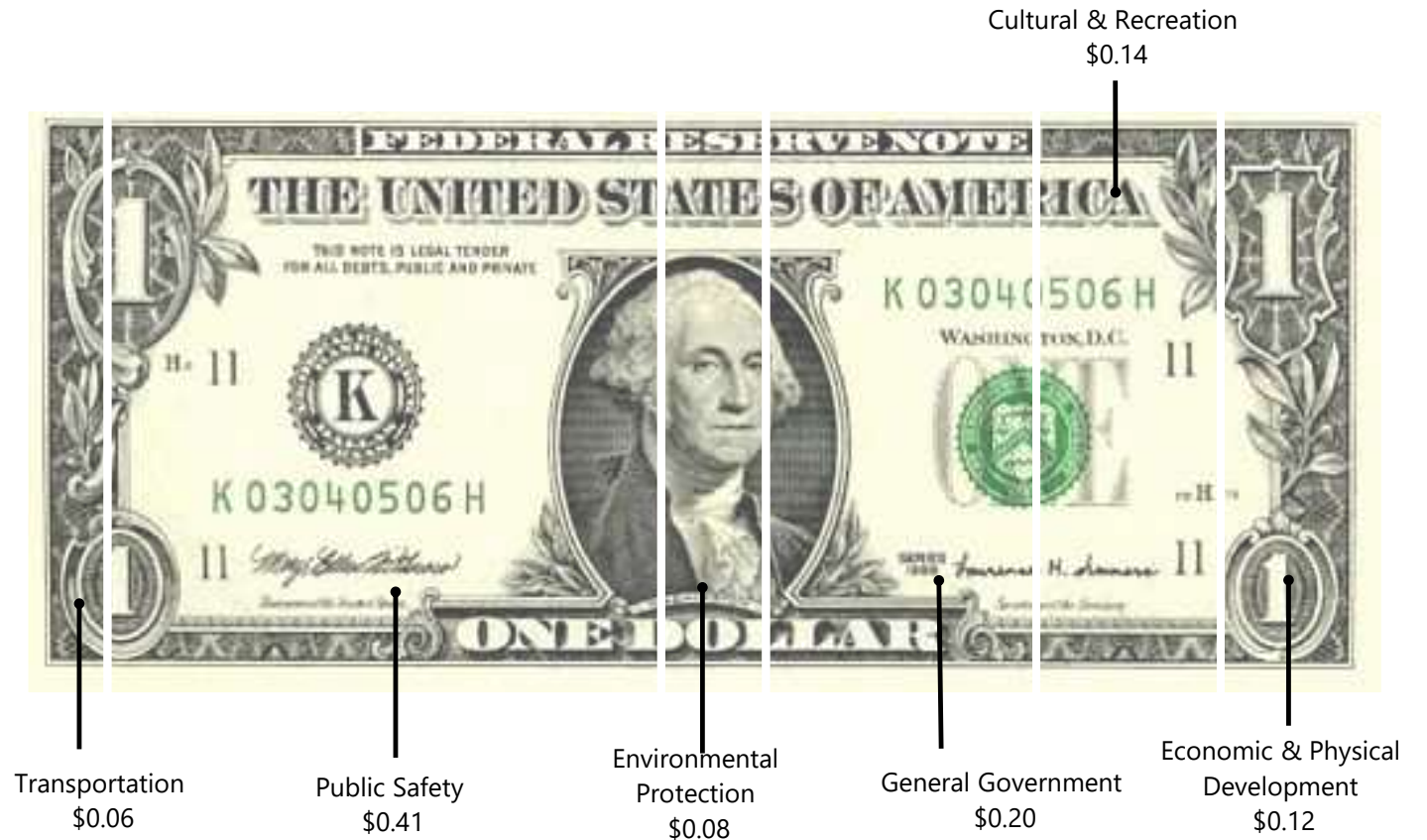
Solid Waste Fees

Yard Waste:
+\$3.05

Tax Rate

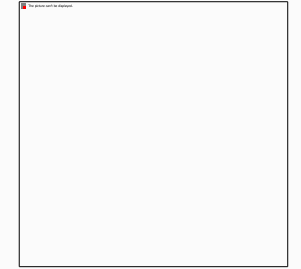
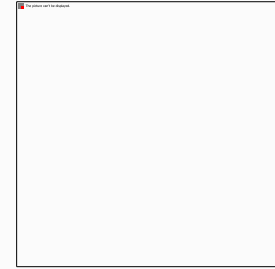
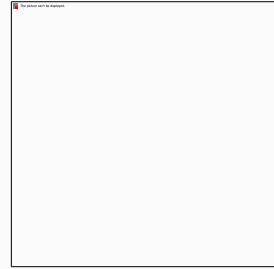
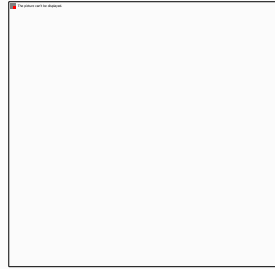
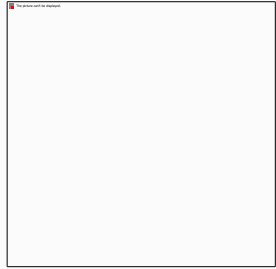
General Fund Function Per Dollar

TAX RATE
37.35¢
per \$100



Economic Development

TOTAL BUDGET: \$1,001,800



Personnel
Salaries &
Benefits

\$637,400

Operations,
Training,
Supplies, &
Equipment

\$135,400

Professional
Services:
Potential Site
Development

\$3,000

Economic
Incentives

\$220,000

Special
Programs:
Promote Local
Spending &
Awareness

\$6,000

Electric Fund

TOTAL BUDGET

\$70.61M

+10.25% from FY26



Projects

\$9.76M

Capital Equipment,
Improvements, &
Projects



Debt Service

\$609k



Personnel

+1 FTE

Crew Field Supervisor



Electric Rates

Base Rate +\$1.75

kWh Charge +6.25%

+\$10.26/month
for avg. customer
(1,150 kWh/month)

Water & Sewer Fund

TOTAL BUDGET

\$35.61M

+13.91% from FY26



Projects

\$6.13M

Capital Equipment,
Improvements, &
Projects



Debt Service

\$3.90M



Personnel

+1 FTE

Electronics Technician



Water & Sewer Rates

+4% base & volume

+\$3.40/month
for avg. customer
(5,000 gal./month)

Stormwater Fund

TOTAL BUDGET

\$3.71M

-4.16% from FY26



Projects

\$790k

Capital Equipment,
Improvements, &
Projects



Debt Service

\$0



Stormwater Rates

No Change

5 Residential Tiers

Non-Residential: \$5
per ERU (2,700 ft.²)

Wake County Municipal Cost Comparison

Morrisville	\$5,150
Apex	\$5,304
Raleigh	\$5,491
Rolesville	\$5,494
Cary	\$5,565
Wake Forest	\$5,644
Knightdale	\$5,668
Wendell	\$5,708
Holly Springs	\$5,797
Garner	\$5,861
Fuquay-Varina	\$6,289
Zebulon	\$6,358

Town	Tax Base % R/C	Tax Base	Proposed Tax Rate	Annual Taxes	Solid Waste	Water/Sewer	Vehicle Fee	Storm-water	Electric	Annual Total
Morrisville	46/54	9.72B	0.3500	\$1,645	\$0	\$1,172	\$30	\$50	\$2,252	\$5,150
Apex	83/17	20.91B	0.3860	\$1,755	\$320	\$1,053	\$30	\$60	\$2,085	\$5,304
Raleigh	60/40	118.2B	0.3720	\$1,748	\$342	\$1,016	\$30	\$102	\$2,252	\$5,491
Rolesville	91/9	2.67B	0.4000	\$1,880	\$315	\$1,016	\$30	\$0	\$2,252	\$5,494
Cary	72/28	51.2B	0.3775	\$1,774	\$336	\$1,172	\$30	\$0	\$2,252	\$5,565
Wake Forest	77/23	12.08B	0.4200	\$1,974	\$300	\$1,016	\$30	\$44	\$2,279	\$5,644
Knightdale	62/38	5.05B	0.4400	\$2,068	\$220	\$1,016	\$30	\$81	\$2,252	\$5,668
Wendell	81/19	3.89B	0.4200	\$1,974	\$360	\$1,016	\$30	\$75	\$2,252	\$5,708
Holly Springs	72/28	14.61B	0.3435	\$1,614	\$271	\$1,555	\$25	\$78	\$2,252	\$5,797
Garner	58/42	10.4B	0.5450	\$2,562	\$0	\$1,016	\$30	\$0	\$2,252	\$5,861
Fuquay-Varina	80/20	11.48B	0.3780	\$1,777	\$288	\$1,942	\$30	\$0	\$2,252	\$6,289
Zebulon	56/44	2.88B	0.5770	\$2,712	\$347	\$1,016	\$30	\$0	\$2,252	\$6,358

Assumptions

- Tax base residential vs. commercial ratio provided by [Wake County](#) as of January 1, 2025
- Property taxes using \$470,000 home value (April 2026's Wake Median Price) & data supplied by municipalities.
- Water/Sewer based on 5,000-gallon usage, ¾" meter size, inside the city limits & does not include irrigation.
- Stormwater based on 2,000 ft.² of impervious surfaces.
- Electric assumes Duke Energy unless member of NCEMPA & based on 1,150 kW/month in energy use.
- Proposed tax rates are subject to change.

Rate Impact

Average Apex Residential Customer				
Service	Current	Proposed	Monthly Change	Annual Change
Sanitation <i>Garbage, Recycling, & Yard Waste</i>	\$23.62	\$26.67	\$3.05	\$36.60
Water <i>5,000 gallons</i>	\$30.39	\$31.60	\$1.21	\$14.52
Sewer <i>5,000 gallons</i>	\$53.99	\$56.18	\$2.19	\$26.28
Electric <i>1,150 Kwh</i>	\$163.47	\$173.73	\$10.26	\$123.12
Total of Services	\$271.47	\$288.18	\$16.71	\$200.52
Taxes <i>\$600,000 single-family home (Average Apex Family Home Value)</i>	\$2,136.00	\$2,241.00	\$8.75	\$105.00
Total Impact			\$25.46 <i>Per Month</i>	\$305.52 <i>Per Year</i>

*FY25-26 tax rate \$0.356 → FY 26-27 proposed tax rate \$0.3735 - Page 217 -

Alternative Option

Tax Rate: 37.35 cents

**0.82¢ → 1¢ Increase to
Community Investment Fund
+\$372,000**



Apex Peakway Southwest Widening

**Additional Operating Reductions
-\$372,000**

Smart Cities Parking Phase 2	\$140,000
Smart Cities Drone	\$56,000
Travel and Training	\$36,000
Additional Inspector Position	\$140,000



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Media Contact:

Allen Coleman, Town Clerk to the Apex Town Council

FOR IMMEDIATE RELEASE

PUBLIC NOTICE

TOWN OF APEX | BUDGET PUBLIC HEARING

FISCAL YEAR 2026-27

ANNUAL OPERATING BUDGET AND CAPITAL INVESTMENT PLAN

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A copy of the proposed Budget is available for public inspection on the Town’s website at www.apexnc.org/budget or in the Office of the Town Clerk. The Town Clerk’s Office is open Monday through Friday from 8:00 a.m. until 5:00 p.m. The proposed budget is summarized as follows:

General Fund	122,710,800
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Water/Sewer Fund	35,610,700
Stormwater	3,712,300
Other/Special Funds	29,090,950
TOTAL	261,737,750

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Continued on next page. . .



"The Peak of Good Living"

OFFICE OF THE TOWN CLERK

TOWN OF APEX NORTH CAROLINA

Economic Development:

Personnel Salaries & Benefits:	637,400
Operations, Training, Supplies and Equipment:	135,400
Professional Services - Potential site development:	3,000
Economic Incentives	220,000
Special Programs – Initiative to promote local spending & awareness:	6,000
TOTAL	1,001,800

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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
42887	IPL0343312	Legal Ad - IPL0343312		2.0	128.0L

ATTENTION: TOWN OF APEX IP
 PO BOX 250
 APEX, NC 27502-2312
 Apex.Invoices@apexnc.org

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:
 05/24/26 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

Sherry Chasteen



Sherry Chasteen

Amanda Rodela



Sworn to and subscribed before me on

May 25, 2026, 10:22 AM ET



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

PUBLIC NOTICE
TOWN OF APEX | BUDGET PUBLIC HEARING
FISCAL YEAR 2026-27
ANNUAL OPERATING BUDGET AND CAPITAL INVESTMENT PLAN
MEDIA CONTACT: APEX TOWN CLERK ALLEN COLEMAN

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###

IPL0343312
May 24 2026

**Town of Apex, North Carolina
FY 2026 – 2027 Annual Budget**

Budget Ordinance

BE IT ORDAINED by the Town Council of the Town of Apex, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

Section 1: General Fund

General Fund Revenues	
Ad Valorem Taxes	\$59,344,600
Other Taxes and Licenses	\$26,317,700
Unrestricted Intergovernmental Revenues	\$5,135,000
Restricted Intergovernmental Revenues	\$6,012,700
Permits and Fees	\$3,185,200
Sales and Services	\$10,811,200
Investment Earnings	\$2,250,000
Miscellaneous Revenues	\$1,012,000
Other Financing Sources	\$4,680,000
Fund Balance Appropriation	\$3,962,400
Total Revenues	\$122,710,800
General Fund Expenditures	
Governing Body	\$355,100
Clerk	\$827,610
Town Manager's Office	\$2,889,940
Human Resources	\$3,467,290
Information Technology	\$6,561,660
Legal Services	\$968,170
Economic Development	\$1,001,800
Communications	\$1,152,960
Budget & Performance Management	\$1,071,245
Finance	\$1,536,260
Community & Neighborhood Connections	\$1,397,840
Planning	\$5,750,525
Public Works	\$19,689,015
Police	\$28,641,855
Fire	\$21,297,450
Transportation & Infrastructure Development	\$4,039,935
Inspections & Permitting	\$4,047,025
Parks, Recreation, & Cultural Resources	\$16,615,120
Other Uses	\$1,300,000
Contingency	\$100,000
Total Expenditures	\$122,710,800

As required by General Statutes Chapter 158-7.1(a), the appropriations made for the purpose of economic development in Section I of the Ordinance have been determined by the Town Council to increase employment opportunities and add value to the tax base for the Town of Apex through industry recruitment, retention, and other support activities.

Section 2: Electric Fund

Electric Fund Revenues	
Investment Earnings	\$150,000
Miscellaneous Revenues	\$25,000
Charges for Service	\$63,258,000
Other Operating Revenues	\$7,180,000
Total Revenues	\$70,613,000
Electric Fund Expenditures	
Electric Operations	\$70,613,000
Total Expenditures	\$70,613,000

Section 3: Water & Sewer Fund

Water & Sewer Revenues	
Charges for Service	\$31,900,000
Investment Earnings	\$430,000
Miscellaneous Revenues	\$114,700
Other Operating Revenues	\$113,000
Fund Balance Appropriated	\$2,600,000
Other Financing Sources	\$453,000
Total Revenues	\$35,610,700
Water & Sewer Expenditures	
Water & Sewer Operations	\$35,610,700
Total Expenditures	\$35,610,700

Section 4: Stormwater Fund

Stormwater Fund Revenues	
Stormwater Fees	\$3,000,000
Erosion & Site Inspection Fees	\$165,000
Investment Earnings	\$90,000
Fund Balance Appropriated	\$457,300
Total Revenues	\$3,712,300
Stormwater Fund Expenditures	
Stormwater Operations	\$3,712,300
Total Expenditures	\$3,712,300

Section 5: Grants & Special Revenue Fund

Grants & Special Revenue Fund - Revenues	
Police Revenues	\$4,500
Asset Seizures	\$2,500
Miscellaneous Revenue	\$1,500
Police Contributions	\$10,500
Fire Dept. Donations	\$700
Fines and Penalties	\$8,200
Play It Forward Donations	\$3,000
Total Revenues	\$30,900
Grants & Special Revenue Fund - Expenditures	
Police State Funds	\$4,500
Police Federal Funds	\$2,500
Police Donations	\$12,000
Fire Donations	\$700
Fines & Forfeitures to Public Schools	\$8,200
Play-it-Forward	\$3,000
Total Expenditures	\$30,900

Section 6: Affordable Housing Fund**Affordable Housing Fund Revenues**

Ad Valorem Taxes	\$2,051,300
Interest Earned	\$50,000
Fund Balance Appropriated - Budget	\$1,729,850
Total Revenues	\$3,831,150

Affordable Housing Fund Expenditures

Salaries	\$370,400
Group Insurance	\$61,800
FICA	\$28,100
General Retirement	\$56,000
401K General	\$18,600
Workers Comp	\$600
Travel and Training	\$7,050
Lease Payments	\$33,600
Contracted Services	\$750,000
Professional Services - Legal	\$55,000
Affordable Housing Incentive	\$400,000
Transfer to General Capital Projects	\$2,050,000
Total Expenditures	\$3,831,150

Section 7: Health & Dental Fund₁**Health & Dental Fund Revenues**

Health Premiums	\$10,427,200
Spouse/Dependent Health	\$2,074,700
FSA/HAS Employee Contribution	\$270,000
OPEB Contribution	\$470,000
Retiree Contribution	\$156,400
Dental Premiums	\$380,000
Spouse/Dependent Dental	\$236,700
Vision Premiums	\$90,000
Total Revenues	\$14,105,000

Health & Dental Fund Expenditures

Health Claims	\$9,677,400
Dental Claims	\$587,500
Other Insurance Expenditure	\$470,000
FSA/HAS Reimbursements	\$270,000
Admin Fees - Health	\$1,841,600
Admin Fees - Dental	\$29,200
Health Claims - Retirees	\$928,400
Group Insurance - Retirees	\$106,000
Admin Fees - Retiree	\$104,900
Vision	\$90,000
Total Expenditures	\$14,105,000

1. In accordance with NCGS 159-13.1, the Town adopts the Financial Plan for the Health and Dental Fund to provide health and dental coverage to employees and retirees. Payments to the fund are included in the annual budget of the other funds.

Section 8: Cemetery Fund

Cemetery Fund Revenues	
Sales & Services	\$200,000
Investment Earnings	\$1,000
Total Revenues	\$201,000

Cemetery Fund Expenditures	
Reserved for Future Expenditures	\$201,000
Total Expenditures	\$201,000

Section 9: General Debt Service Fund

General Debt Service Fund Revenues	
Ad Valorem Taxes	\$16,039,900
Total Revenues	\$16,039,900

General Debt Service Fund Expenditures	
Debt Service - Principal	\$7,309,460
Debt Service - Interest	\$2,853,470
Reserved for Future Expenditures	\$5,876,970
Total Expenditures	\$16,039,900

Section 10: System Development Fee Fund

Water & Sewer Capital Reserve Fund Revenues	
Capital Reimbursement Fees - Water	\$2,000,000
Capital Reimbursement Fees - Sewer	\$3,000,000
Total Revenues	\$5,000,000

Water & Sewer Capital Reserve Fund Expenditures	
Transfer to Water & Sewer Project Fund	\$4,780,000
Reserved for Future Expenditures	\$220,000
Total Expenditures	\$5,000,000

Section 11: Recreation Capital Reserve Fund

Recreation Capital Reserve Fund Revenues	
Subdivision Recreation Fees	\$2,500,000
Total Revenues	\$2,500,000

Recreation Capital Reserve Fund Expenditures	
Reserved for Future Expenditures	\$2,500,000
Total Expenditures	\$2,500,000

Section 12: Transportation Capital Reserve Fund

Transportation Capital Reserve Fund Revenues	
Motor Vehicle Licenses	\$1,488,000
Total Revenues	\$1,488,000

Transportation Capital Reserve Fund Expenditures	
Transfer to General Fund	\$1,350,000
Reserved for Future Expenditures	\$138,000
Total Expenditures	\$1,488,000

Section 13: Electric Debt Service Fund

Electric Debt Service Fund Revenues	
Transfer from Electric Fund	\$609,700
Total Revenues	\$609,700

Electric Debt Service Fund Expenditures	
Debt Service - Principal	\$444,000
Debt Service - Interest	\$165,700
Total Expenditures	\$609,700

Section 14: Water & Sewer Debt Service Fund

Water & Sewer Debt Service Fund Revenues	
Transfer from Water Sewer Fund	\$3,896,100
Total Revenues	\$3,896,100

Water & Sewer Debt Service Fund Expenditures	
Debt Service - Principal	\$3,323,680
Debt Service - Interest	\$572,420
Total Expenditures	\$3,896,100

Section 15: Levy of Taxes

There is hereby levied a tax at the rate of thirty seven point thirty five cents (\$0.3735) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising the revenue listed Ad Valorem Taxes 2026-2027 in Section 1: General Fund, Section 6: Affordable Housing Fund, and Section 9: General Debt Service Fund of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$20,909,800,690 and an estimated rate of collection of 98.9%.

Section 16: Fees & Charges

There is hereby established, for Fiscal Year 2026-2027, various fees and charges as contained in the Fee Schedule attached to this document. All mileage reimbursements for the use of personal vehicles shall be the same as the allowable IRS rate in effect on the date of travel. All daily and monthly subsistence schedules previously adopted shall remain in effect.

Section 17: Elected Official Compensation

Pursuant to NCGS 160A-64 and acceptance by each member, elected official annual compensation will increase following the same market adjustment amount as all other staff. Compensation shall be amended as follows: Mayor - increase of 3% from \$22,078 to \$22,741; Mayor Pro-Tem - increase of 3% from \$16,302 to \$16,791; Council Member - increase of 3% from \$15,692 to \$16,163. Monthly stipend remain unchanged at Mayor/\$319.58, Mayor Pro Tem/\$259.83, Council Member/\$256.25.

Section 18: Special Authorization of the Budget Officer

- a) The Budget Officer shall be authorized to reallocate fund appropriations among the various objects of expenditure as they deem necessary, provided such reallocations do not increase or decrease the total budget for any fund.
- b) The Budget Officer shall be authorized to amend this budget as necessary to fulfill all obligations evidenced by a purchase order outstanding on June 30, 2026.

Section 19: Use of the Budget and the Budget Ordinance

This Ordinance and the budget document shall be the basis for the financial plan of the Town of Apex for Fiscal Year 2026-2027. The Budget Officer shall administer the budget and the Finance Director shall establish records which are in agreement with the budget, this ordinance, and the appropriate statutes of the State of North Carolina.

Section 20: Distribution

Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director of the Town of Apex so that they may keep this ordinance on file for their direction and disbursement of funds.

Adopted this the 9th of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen Coleman, Town Clerk

Approved as to form:

Laurie Hohe, Town Attorney



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-15

200 - General Capital Project Fund

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

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

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

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

Type	Increase/(Decrease)	Amended Fund Totals
Grants (State/Federal/County)	588,705.00	1,105,676.00
Interest Earned	-	701,570.00
Interest Earned - Debt Proceeds	-	42,400.00
Bond Proceeds	22,670,000.00	36,030,000.00
Bond Premium	-	88,700.00
Installment Purchase Agreement	-	8,700,000.00
Transfer from Affordable Housing Fund	2,050,000.00	2,050,000.00
Transfer from General Fund	950,000.00	23,761,734.00
Transfer from Electric Fund	-	1,174,400.00
Transfer from W/S Fund	-	1,361,310.00
Transfer from Cemetery Fund	-	1,121,000.00
Total Revenues		\$76,136,790

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

Type	Increase/(Decrease)	Amended Fund Totals
General Capital Project Expenditures	26,258,705.00	76,136,790
Total Expenditures		\$76,136,790

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

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

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

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

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

Adopted this the 9th day of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-16

210 - Transportation Capital Project Fund

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

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

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

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

Type	Increase/(Decrease)	Amended Fund Totals
Grants (State/Federal)	-	21,640,989
Interest Earned	-	1,347,600
Interest Earned - Debt Proceeds	-	335,650
Developer Reimbursement	-	150,250
Payments in Lieu of Streets	-	65,000
Town of Cary Reimbursement	-	750,412
Bond Proceeds/Premium	-	60,906,265
Transfer from General Fund	350,000	21,692,378
Transfer from Transportation Capital Reserve	-	8,239,373
Total Revenues		\$115,127,917

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

Type	Increase/(Decrease)	Amended Fund Totals
Transportation Capital Project Expenditures	350,000	115,127,917
Total Expenditures		\$115,127,917

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

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

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

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

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

Adopted this the 9th day of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-14

320 - Electric Capital Project Fund

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

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

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

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

Type	Increase/(Decrease)	Amended Fund Totals
Interest Earned	-	593,274
Interest Earned - Debt Proceeds	-	148,000
Bond Proceeds	1,500,000	13,700,000
Transfer from Electric Fund	3,425,000	16,435,183
Transfer from W/S Fund	-	108,363
Total Revenues		\$30,984,820

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

Type	Increase/(Decrease)	Amended Fund Totals
Electric Capital Project Expenditures	4,925,000	30,984,820
Total Expenditures		\$30,984,820

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

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

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

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

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

Adopted this the 9th day of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-13

420 - Water/Wastewater Capital Projects Fund

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

SECTION 1: The project authorized by this ordinance consists of water and wastewater capital projects.

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

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

Type	Increase/(Decrease)	Amended Fund Totals
State Grants	-	400,000
Interest Earned	-	1,645,936
Transfer from Water/Wastewater Fund	4,258,300	21,322,200
Transfer from Water/Wastewater Capital Reserve Fund	4,780,000	55,498,959
Transfer from System Development Fee Fund	-	14,055,405
Total Revenues		\$92,922,500

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

Type	Increase/(Decrease)	Amended Fund Totals
Water/Wastewater Capital Projects Expenditures	9,038,300	92,922,500
Total Expenditures		\$92,922,500

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

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

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

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

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

Adopted this the 9th day of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk



Town of Apex

CAPITAL PROJECT ORDINANCE AMENDMENT 2026-17

510 - Stormwater Capital Project Fund

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

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

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

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

Type	Increase/(Decrease)	Amended Fund Totals
Grants (State/Federal)	-	1,407,236
Interest Earned	-	703,700
Transfer from Stormwater Fund	675,000	675,000
Transfer from Water Sewer Fund	175,000	175,000
Total Revenues		\$2,960,936

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

Type	Increase/(Decrease)	Amended Fund Totals
Stormwater Capital Project Expenditures	850,000	2,960,936
Total Expenditures		\$2,960,936

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

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

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

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

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

Adopted this the 9th day of June, 2026.

Attest:

Jacques K. Gilbert, Mayor

Allen L. Coleman, CMC, NCCCC, Town Clerk



Town of Apex, North Carolina Fee Schedule - Effective 7/1/2026

Schedule subject to change upon approval by Town Council

TAXES & FEES			
Tax Rate	\$0.3735 /\$100	valuation of property	Vehicle Fee (pursuant to NCGS 20-97 (b1) \$30/vehicle
DOCUMENT / COPY FEES			
Copying up to 11" x 17" (black and white)	\$0.10/sheet	Document Recording / E-Recording	At cost
Copying and maps up to 11" x 17" (color)	\$0.40/sheet		
MISCELLANEOUS			
Cemetery	Resident	Non – Resident	Military Rate*
– Cemetery Plots	\$800	\$1200	\$640 (resident) \$960 (non-resident)
– Columbarium Niches	Single Urn: \$1,700	Double Urn: \$2,300	\$1,360 / \$1,840
*20% cemetery discount. Military rate applies to current and retired military personnel only			

Development Fees

PUBLIC RIGHT-OF-WAY CLOSURE			
<i>Submit request and fees to Administration</i>			
Right-of-Way Closure Application Fee	\$100	Right-of-Way Closure Processing Fee	\$600
Due with request/application/non-refundable		Due prior to Council considering request; refundable if request is withdrawn prior to advertising.	
DEVELOPMENT SUBMITTAL FEES			
<i>For Zoning/Subdivision/Site Activity - Calculated and collected by the Planning Department</i>			
Administrative Adjustment	\$150	Sign, Master Plan	\$200
Administrative Approval (Small Town Character Overlay)	No Charge	Sign, Permanent	\$75+\$10/add'l sign
Annexation Petition	\$300; \$200 for well/septic failure	Sign, Temporary, Commercial	\$50
Appeal (Board of Adjustment)	\$650	Sign, Temporary Non-commercial	No charge
Certificate of Zoning Compliance (CZC) ₁	\$125	Site Inspections (Non-residential lot) ₂	\$500
		Site Inspections (Residential lot) ₃	\$50
Consultant Fees	As required	Site Plan, Major	\$1,500+\$10/acre
Development Name Change	\$500	Site Plan, Minor	\$1,100 + \$30/acre
		Special Use Permit	\$700
Exempt Site Plan – enlargement of a structure or parking area	\$400	Temporary Use Permits (Non - Event):	\$100
Exempt Site Plan –TOA Neighborhood Beautification Grant Improvement	No charge	Temporary Use Permits (Event):	
Home Occupation	\$50	For Profit \$75	For Profit Express Review \$100
Late Fee – Site Plans/Master Subdivision Plan/PUD/Rezoning/Conditional Zoning (and resubmittals)	\$350	Non-Profit \$0	Non-Profit Express Review \$25
Master Subdivision Plans Residential & Non-Residential	\$1,000 + \$10/lot	Text Amendments (UDO)	\$600
Planned Development (PUD-CZ, TND-CZ, MEC-CZ) & Sustainable Development (SD-CZ)	\$2,000 + \$25/acre	Transportation Impact Analysis Review ₄	
PUD-CZ, TND-CZ, MEC-CZ, OR SD-CZ revision not requiring full TRC Review	\$800	Sites, Subdivisions & PUDs	\$1,000 + \$10/acre
Plat, Easement & Exempt	\$200	Revised Sites, Subdivisions & PUDs	\$500
Plat, Master Subdivision Final	\$300 + \$10/lot	Tree Protection Fencing Inspection (Site Plan):	
Plat, Recombination	\$200	- less than 2 acres:	\$100
		- 2-15 acres:	\$150
Plat, Site Plan Final	\$300	-15 up to 25 acres:	\$300
Pond Drainage Plan	\$500	-25+ acres:	\$400
		Tree Protection Fencing Inspection (Master Subdivision Plan):	
Re-submittal Fees – Site Plans and Master Subdivision Final Plats: at 3 rd submittal; Master Subdivision Plans; at 4 th submittal	½ Original Fee	- up to 15 acres:	\$150
		- 15-50 acres:	\$300
Rezoning/Conditional Zoning	\$700 + \$25/acre / \$1,000 + \$25/acre	- 51+ acres:	\$600
		Tree Removal Plan	\$500
Sustainable Development Conditional Zoning (SD-CZ)	\$1,600+\$10/acre	Variance Permit	\$650
		Zoning Verification Letter	\$125
<i>1. No charge for the 1st tenant in a new building 2. Charged at Site Plan Final Plat 3. Charged at permit 4. Projects inactive for 1 year require new TIA & full submittal fee</i>			

RECREATION FEES₁

For New Residential Developments Assessed after 1/1/2026 - Collected by the Planning Department

Housing Type	Fee Per Unit	Acreage Per Unit	Decimal Multiplier
Single Family Detached	\$4,295.35	1/30 acre	0.0333
Single Family Attached	\$2,892.96	1/45 acre	0.0223
Multi-Family Attached	\$2,547.13	1/51 acre	0.01964

Existing Town ordinances require either the dedication of open space for public recreation or the payment of a fee in lieu per unit. The requirement regarding land dedication or fee in lieu will be based, in large part, on the Town's adopted Parks, Recreation, Greenways, and Open Space Master Plan. Recommendations regarding the acceptance of land or fee in lieu are made to the Town Council by the Parks, Recreation, and Cultural Resources Advisory Commission.

1. Annually on January 1, the fee amount shall be automatically adjusted in accordance with UDO §14.7.1(B).

ENCROACHMENT AGREEMENT

Submit to Development Services

Encroachment agreement preparation and recording	\$250 + eRecording Fee at Cost
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CONSTRUCTION FEES/BONDS

Calculated and collected by Development Services

Bond Administration Fee:	- Cash/check: \$150	- Surety Bond/Letter of Credit \$350	- Reduction/Amendment \$100
Fee in Lieu Administration Fee:			\$250
Construction Plan Submittal Fees (Subdivisions)			\$900 + \$10/Lot
Construction Plan Submittal Fees (Sites, Utility Extensions, etc.)			\$900 + \$15/Sheet
Re-submittal Fees – Construction Plans (3 rd submittal and every other subsequent submittal (3 rd , 5 th , 7 th , etc.)			1/2 Original Fee
Late Fee – Construction Plan Submittal and Resubmittal			\$350
Construction Plan Revisions (after initial approval)			\$100/sheet (up to 1/2 original re-submittal fee)
Pump Station Review			\$2,500
Water System Management Plan Hydraulic/Fire Flow Analysis			\$750
Downstream Sewer Analysis			\$750
Water Extension Permit Application			\$200
Sewer Extension Permit Application			\$480
Water and/or Sewer Extension Permit Amendment			\$100 each
Exception Request (Utilities/Stormwater/Traffic)			\$250 each per Standard
Infrastructure Extension Record Drawing Review (1 st & 2 nd reviews)			\$250
Infrastructure Extension Record Drawing Review (3 rd , 5 th , 7 th , etc. reviews)			\$150
Infrastructure Extension Record Drawing Review (after initial approval/field changes)			\$100

Construction Inspection Fees:

Water Lines	\$2.00 per linear foot	Fire Lanes	\$2.00 per linear foot
Sewer Lines	\$2.00 per linear foot	Sidewalks/Side Path/Greenways	\$2.00 per linear foot
New Streets (public)	\$2.00 per linear foot per lane	Infill/Outparcel Lots	\$350 per lot
Curb & Gutter (All New/replaced public)	\$0.60 per linear foot	Driveway, residential	Per Building Permit Schedule
Storm Drains (public)	\$2.00 per linear foot	Driveway, not ready	Per Building Permit Schedule
Pump Station Inspection	\$1,500 each	Driveway, reinspection	Per Building Permit Schedule
Performance Bonds	125% of cost of uninstalled Improvements		
Standard Greenway Reinspection Fee	\$100		
Job Not Ready for Inspection or Installation of Greenway	\$150		
Greenway – Final Acceptance Start of Warranty/End of Warranty	\$100		

*Repairs to damages water/sewer lines caused by construction shall be billed to the responsible party and include the cost of materials + 10% and current equipment and labor rates.

STORMWATER PLAN REVIEW & INSPECTION FEES/BONDS

Submit to Development Services

Project Size (disturbed acres)	Stormwater Plan Review Fee
< 0.5 acre	\$100
1 – 5 acres	\$750
5 - 50 acres	\$750 +\$65 per additional disturbed acre
<p>\$750 base review fee for projects disturbing up to 5 acres. Add \$65 per additional disturbed acre beyond 5 acres. Development projects that disturb less than 1 acre of land are <u>not</u> subject to the stormwater plan review fees since they are exempt from stormwater controls. The stormwater plan review fee will be limited to a maximum of 50 acres.</p>	
SCM Maintenance Bond	25% of cost of installed and approved Infrastructure
SCM Performance Bond	125% of cost of uninstalled Improvements
SCM Inspection	\$1,000 per SCM
SCM As Built Revision (after initial approval)	\$250
Floodplain Development Permit	\$250
Floodplain Development Permit – FEMA Map Revision (LOMR)	\$1,000
Riparian Buffer Authorization	
Riparian Buffer Determination	

SOIL AND EROSION CONTROL FEES/GUARANTEES

Submit to Development Services

Application for S&E Plan Approval	\$600 per disturbed acre
Future Lot Grading*	\$60 per acre of remaining building lot acreage
S&E Performance Guarantee**	\$2,500 per disturbed acre

*The future lot grading fee provides coverage under an erosion control permit and ensures compliance with NPDES stormwater regulations. Only the additional land disturbance associated with future building lots needs to be included.

**Performance guarantee must be in the form of a certified check, cash, or irrevocable letter of credit approved by the Town. The performance guarantee is due prior to the Town issuing a Letter of S&E Plan Approval and may be fully refunded after the issuance of the certificate of completion.

COMMERCIAL BUILDING PERMIT FEES

Calculated and collected by Building Inspections and Permitting

NEW STRUCTURES, ADDITIONS AND ALTERATIONS (Base Fee) 1,2,3

Total Gross Building Floor Area of Construction	Fee Computation	
0 - 500	Per Trade (see schedule below)	1. Alterations to existing structures, with no footprint increase, are charged at a rate of .60 of the Permit Fee or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. 2. Permits for "shell" buildings are charged at a rate of .60 of the Permit Fee, based upon a Business Occupancy, or the minimum per trade fee based upon the Single Trade Fee Schedule, whichever is greater. Area within the building shell, which is intended to be occupied, will have the permit fees for the occupied area computed per footnote #1 above. 3. Additional Miscellaneous Fees, listed below, will be added to the permit fees as applicable.
501 - 5,000	A x B = Permit Fees	
5,001 - 10,000	(A x B X .80) + (1,000 X B) = Permit Fee	
10,001 - 15,000	(A x B X .70) + (3,000 X B) = Permit Fee	
15,001 - 20,000	(A x B X .60) + (4,500 X B) = Permit Fee	
20,001 - above	(A x B X .50) + (6,500 X B) = Permit Fee	
A=Total Gross Building Floor Area	B= Fee Per Square Foot Based Upon Occupancy	

Single Trade Fee Schedule		Fee Per Square Foot of Floor Area Based on Occupancy					
	Fee	Occupancy	Fee	Occupancy	Fee	Occupancy	Fee
Building/Pool/Hot Tub Building	\$150	Assembly	\$0.55	Factory/Industrial	\$0.40	Mercantile	\$0.50
Electrical/Pool/Hot Tub Electrical	\$75	Business	\$0.60	Hazardous	\$0.50	Residential	\$0.55
Mechanical/Pool/Hot Tub Mechanical	\$75	Educational	\$0.60	Institutional	\$0.60	Storage/Utility	\$0.30
Plumbing/Pool/Hot Tub Plumbing	\$75						
Grading	\$75						

MISCELLANEOUS FEES

Administrative Adjustment	\$75
Change of General Contractor	\$50
Conditional Electrical Power Inspection (Apex and Duke)	Optional Inspection
Conditional Mechanical Systems Inspection	Optional Inspection
Demolition (All Trades)	\$150
Dumpster Enclosure	\$150 (Single Trade Building)
Electric Vehicle Parking	\$75 per site (No fee when at an existing development)
Elevator	\$75 per elevator
Fire Alarm	\$75
Fire Pumps, each	\$250
Fire Sprinkler System	\$0.03 per square feet
Fire Suppression	\$75
Grease/Oil Interceptor	\$75
Hood Suppression	\$75
Irrigation System	See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)
Refrigeration	\$75
Retaining Wall Permit	\$1 per linear foot
Sales/Construction Trailer/Modular Classroom	Per Single Trade Fee Schedule
Sign – New	\$150 + \$75 if electrical needed
Site Lighting	\$75
Solar PV System	\$300
Spray Paint Booth, each	\$150
Storage Tank, each	\$50 Plus Associated Single Trade Fees
Temporary Power (Town of Apex)	\$125
Water and Sewer Capital Reimbursement Fees and Water Meters	Refer to Capital Reimbursement Fee Schedule (pg 6)
Work Without a Permit	Double Permit Fees
Stop Work Order	\$150 (May Require Extra Trip Fee)
Expired Permit	½ Cost of Original Permit Fee

PLAN REVIEW FEES (Non-refundable)

Per Trade (Not applied toward cost of permit)	\$100 (no fee for Electric Vehicle Parking at an existing development)
Plan Modification (Not applied toward cost of permit)	½ Review Fee or ½ per trade fee for single trade modifications
Re-review fee (Not applied toward cost of permit)	½ Review Fee @ 3 rd , 5 th , 7 th , etc.
Re-stamp Plans, Per Trade	\$75
Retaining Wall, per submitted grouping (at least one per project/subdivision)	\$100

EXPRESS PLAN REVIEW (2 hr. min) *

		ADMINISTRATIVE FEES	
First Hour	\$1,000	Duplicate Building Record Card	\$10
Each additional 15 minutes	\$250	General Records Research, Archive Files	\$3/page
Cancellation Fee (3 days prior notice)	\$200	Records Research, Current Files over 10 pages	\$0.50/page

*when service is available

INSPECTION FEES			
Water Resources Certificate of Occupancy - Water/Sewer Final	\$100	Job not ready for inspection or installation of tap, meter, etc.	\$150
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Driveway, Water, and/or Sewer)	\$100	Cancelled Inspection fee (not cancelled by 8:00 am of scheduled day)	\$100
Previous violations not corrected (all trades)	\$150		
ONE AND TWO FAMILY DWELLING PERMIT FEES			
<i>Calculated and collected by Building Inspections and Permitting</i>			
NEW STRUCTURES (Single Family/Duplex/Townhomes)		\$/SQ. FT.	MIN/\$/UNIT
3,000 Gross SF and Less		\$0.35	\$500
> 3,000 Gross SF: (3000SF x \$0.35/SF) + (Additional SF x \$0.35/SF x .75) = Permit Fee		Per Formula	
ADDITIONS/ALTERATIONS 800 SQUARE FEET AND GREATER		\$/SQ. FT.	MIN/\$/UNIT
Building	\$0.19	\$150	
Electrical	\$0.09	\$75	
Plumbing	\$0.09	\$75	
Mechanical	\$0.09	\$75	
ADDITIONS/ALTERATION LESS THAN 800 SQUARE FEET		MIN/\$/UNIT	
Building		\$150	
Electrical		\$75	
Plumbing		\$75	
Mechanical		\$75	
ACCESSORY STRUCTURES		MIN/\$/UNIT	SINGLE TRADE FEE SCHEDULE
Decks, Sheds, Roof Additions & Detached Garages, 400 sq. ft. or less		\$75	Building/Pool/Hot Tub Building \$150
Decks, Sheds, Roof Additions & Detached Garages > 400 sq. ft.		\$150	Electrical/Pool/Hot Tub Electrical \$75
Trellis (Attached to a structure)		\$75	Mechanical/Pool/Hot Tub Mechanical \$75
Retaining Wall Plan Review		\$100	Plumbing/Pool/Hot Tub Plumbing \$75
Retaining Wall		\$1 per linear foot	Grading \$75
MISCELLANEOUS			
Administrative Adjustment		\$75	
Change of General Contractor		\$75	
Change of Lot		\$75	
Demolition (All Trades)		\$150	
Driveway		\$100/lot	
House Moved		\$375	
Irrigation		See Irrigation Meters (pg 5) + Capital Reimbursement Fees (pg 6)	
Mobile Home (All Trades)		\$150	
Modular Home (All Trades)		\$375	
Solar PV System		\$300	
Temporary Power (Town of Apex Only)		\$125	
Work Without Permit		Double Permit Fees	
Expired Permit		½ Cost of Original Permit Fee	
PLAN REVIEW FEES (Non-refundable)			
Initial Fee for New Single Family and Townhome Construction (Not applied to cost of permit)		\$110	
Initial Fee All Other Construction (Not applied toward cost of permit)		\$100	
Plan Modification Fee (Not applied toward cost of permit)		½ Review Fee	
Re-review Fee (Not applied toward cost of permit)		½ Review Fee @ 3 rd , 5 th , 7 th , etc.	
Re-stamp Plans		\$60	

INSPECTION FEES	
Water Resources Certificate of Occupancy - Water/Sewer Final	\$250
Standard re-inspection fee (Building, Electrical, Mechanical, Plumbing, Water, and/or Sewer)	\$100
Job not ready for inspection or installation of tap, meter, etc.	\$150
Previous Building, Electrical, Mechanical, Plumbing violations not corrected	\$150
EXPRESS PLAN REVIEW (2 HOUR MINIMUM) – When service is available	
First Hour	\$600 + \$150 each additional 15 minutes
Cancellation Fee without (3 days prior notice)	\$200

ELECTRICAL UNDERGROUND AND SERVICE LATERAL FEES			
<i>Calculated by the Electric Department</i>			
Primary Facilities: <i>Collected by Electric Department</i> All charges are calculated at time of installation. *Any tariffs imposed on materials will be added at time of bill determination		Service Laterals: <i>Collected by Building Inspections Permitting</i> Charges are for the first 100 feet of service length. An excess footage charge, if applicable, is billed separately by the Electric Utilities Division at \$7.76/foot over 100 feet.	
Single-Family*	\$3,498/lot	Single-Family*	\$776/service lateral
Townhomes*	\$2,403/unit	Townhomes*	\$776/service lateral
Apartments/Condos	Cost determined at submittal request	Apartment	Cost determined on an individual basis, based on the quantity and location of service delivery and infrastructure required.
EV Chargers	Cost determined at submittal request		

WATER TAPS AND METER FEES**

Submit Tap fees to Water Resources and Water Meter fees to Building Inspections and Permitting

Fees are based on 60 foot right-of-way roads and lateral lengths less than 100 feet. Special cases, wider rights-of-way, special or complex boring and items not shown shall be at cost.

Size	Base Cost	Add Bore	Add Street Cut	Meter Only*
¾ inch	\$2,300	\$1,000	\$1,500	\$315
1 inch	\$2,600	\$1,000	\$1,500	Cost + 10%
1 ½ inch	N/A	N/A	N/A	Cost + 10%
2 inch	N/A	N/A	N/A	Cost + 10%
3 inch and larger	N/A	N/A	N/A	Cost + 10%

*If meter setter is not readily accessible or not functional when town staff arrives onsite, the meter will not be installed. Owner will be required to reschedule and pay fee as noted under "Inspection Fees" section (pgs 3 and 4) of this document. The Town will reschedule work within 7 days of receipt of the "Inspection Fees".

SEWER TAPS**

Size	Base Cost	Add Bore	Add Street Cut
4 inch	\$2,500	Not available	\$1,500

**The Town of Apex does not install water or sewer taps for commercial development or new residential construction.

WATER BACTERIOLOGICAL SAMPLE FEE

Samples collected by Water Resources Department. Fees collected by Development Services \$250

SEWER AND STORMWATER RE-INSPECTION FEES

Submit to Water Resources Department

Sewer and Storm drain re-inspection fee \$325 remobilization fee plus \$0.25 per linear foot over 1,000'

IRRIGATION METERS

*Submit to Building Inspections & Permitting (Irrigation meter **required** for ALL irrigation systems)*

	Single-Family Residential (Includes duplex and townhomes)	Multi-Family and Commercial
Permit Fee	\$75	\$75
Meter Fee	Based on meter size; see "Water Meter Fees" (pg 6)	Based on meter size; see "Water Meter Fees," (pg 6)
Meter Tap	\$800 (See condition 7 below)	See condition 6 below
Capital Reimbursement Fees	Based on meter size; see "Capital Reimbursement Fees" (pg 6)	Based on meter size; see "Capital Reimbursement Fees" (pg 6)

Conditions:

- All irrigation meters will require payment of capital reimbursement fees.
- NCGS requires a second meter for in-ground irrigation systems and that systems be protected by an approved backflow preventer.
- A plumbing permit is required for installation of the system from the meter to the backflow preventer.
- All associated fees will be collected by the Building Inspections & Permitting Department prior to issuance of a permit.
- All other non-single family customers (subdivision entrances and commercial sites) require a second meter.
- The Water Resources – Water & Sewer Utility Operations Division will only install the tap for meters for existing single-family customers; all other taps must be installed by a private contractor and inspected by Water Resources Infrastructure Inspections Division.
- Single family Meter Tap Fee includes installing a split tap at an existing meter. If the split tap is already installed, see "Meter Only" fees under the "Water Taps & Meter Fees."

WATER AND SEWER CAPITAL REIMBURSEMENT FEES

Calculated and collected by Inspections and Permitting & Planning

The purpose of Capital Reimbursement Fees are one-time capital charges assessed against new development as a way to provide or cover a proportional share of the costs of capital facilities. These treatment facilities provide the system capacity that each new development will demand when connected to the water and sewer systems. Additional fee assessments shall be required of nonresidential customers who, after paying a Capital Reimbursement Fees fee, expand their service requirements. A 75% grant may be available in the Central Business District.

Meter Size (inches)	Water Fee	Sewer Fee	Total Fees
¾	\$1,788	\$4,290	\$6,078
1	\$2,980	\$7,150	\$10,130
1.5	\$5,960	\$14,300	\$20,260
2	\$9,536	\$22,880	\$32,416
3	\$19,072	\$45,760	\$64,832
4	\$29,800	\$71,500	\$101,300
6	\$59,600	\$143,000	\$202,600
8	\$95,360	\$228,800	\$324,160
10	\$250,320	\$600,600	\$850,920
12	\$315,880	\$757,900	\$1,073,780

Utility Rates & Fees

CUSTOMER DEPOSITS			
Residential Electric Deposit	\$200	Commercial Deposit	2 times monthly average for service location or minimum of \$200*
Residential Water Deposit	\$50		
*NCGS 160A-314 (a); North Carolina Utilities Commission Guidelines: R8-33			
FEES			
Application/Service Initiation Fee	\$15	Pretreatment Program Charges	
Returned Check/Draft Fee	\$25	- Permitted Flow (per 1,000 gallons)	\$0.33
Non-Payment Service Fee	\$25	Surcharge Rates (monthly)	
After Hours Service Fee	\$150	- BOD exceeding 300 mg/L	\$0.50 per lb.
Late Fee for Charges Unpaid by Due Date	1% of unpaid balance	TSS exceeding 250 mg/L	\$0.218 per lb.
Extension Fee	\$0	- Total Phosphorous exceeding 6 mg/L	\$7 per lb.
Reconnect Disconnected Meter	\$25	- Ammonia Nitrogen exceeding 25mg/L	\$2 per lb.
Backflow Testing	At cost		
PFAS 1633 Method	\$450 each		
Meter Testing Fees		Analytical Testing Charges	
Meter Test Fee (one test per year at no cost; additional reads are charged only if the meter read is correct)	\$100	- BOD	\$30
Meter Test (under 2 inch meter)	\$50	- TSS	\$17
Meter Test (2+ inch meter)	At cost + 10 %	- Ammonia	\$22
Damaged Water Meter*	\$53 + cost of meter	- COD	\$35
Damaged ERT Holder Replacement Fee*- Full	\$134 + Labor	- Cyanide	\$33
Damaged ERT Holder Replacement Fee* - Partial	\$51 + Labor	- Oil & Grease	\$65
Pedestal Replacement (Electric)*-	\$149 + cost of pedestal	- Total Phosphorus	\$27
Trip Charge (Electric)	\$300	- Total Nitrogen	\$51
Septic Tank Pump Fee (per 1991 annexation agreements; only available in certain locations)	At cost	- Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Molybdenum, Nickel, Selenium, Silver, Zinc	\$20 each
		-1,4-Dioxane	\$390 each

SOLID WASTE FEES			
Yard Waste Collection	\$10.88/month	Residential Roll-Out Cart	\$10.35/month
Recycling (Per Bin or Cart)	\$5.44/month	Mattress / Box Spring Disposal*	\$15 for each item
Bulk Trip Fee	\$30	Bulk Items > 2	\$15 for each item
*Mattress / Box Spring Disposal charge is in addition to the bulk trip fee; \$45 minimum			
Residential Excess or Yard Waste Special Collection:			
Level 1-2 Cubic Yards	\$80/occurrence	Level 3-6 Cubic Yards	\$240/occurrence
Level 2-4 Cubic Yards	\$160/occurrence		
*Special Collection or Excess fees are established in 2 cubic yard increments with a maximum allowable collection of 10 cubic yards per occurrence			

STREET SIGN FEES			
Replacement sign costs			
- Street sign only (1 blade)	\$37	- Street sign replacement + install	\$152
- Street sign only (2 blades)	\$74	- Stop sign replacement + install	\$105.75
- Stop Sign only	\$28	- Street/Stop sign combination + install	\$180
* Original installation of all safety, regulatory, and street signs is the responsibility of the developer prior to plat.			

STORMWATER FEES	
Stormwater fees are effective January 2022. (Tier 5 effective January 1, 2024). Stormwater utility fees are based on the total amount of impervious surface on an individual lot or parcel.	
Residential - Detached single-family homes, a duplex, or a manufactured home located on an individual lot or parcel.	
Tier 1: 400-1,500ft ²	\$1.50
Tier 2: 1,501-3,000ft ²	\$5.00
Tier 3: 3,001-4,000ft ²	\$7.50
Tier 4: 4,001ft ² -5,400ft ²	\$10.00
Tier 5: >5,400ft ²	\$5.00 per ERU (Total Impervious Area/2,700ft ² * \$5)
Non-Residential - Parcels that contain more than two residential units, public/private institutional buildings, commercial buildings, parking lots, churches, etc.	
	\$5.00 per ERU (Total Impervious Area/2,700ft ² * \$5)
*ERU (Equivalent Residential Unit) is the GIS analysis of average impervious surface (rooftops, driveways, sidewalks, parking lots) per residential property. Approximately 2,700ft ² .	
*Properties with less than 400ft ² of impervious surface are exempt.	

WATER & SEWER RATES			
Water Rates		Inside Town Limits	Outside Town Limits
Water Base Charge		\$6.75	\$13.50
Water Volumetric Rates (per 1,000 gallons)			
Commercial		\$4.97	\$9.95
Residential	Tier 1: 0 - 6,000 gal	\$4.97	\$9.95
	Tier 2: 6,001 - 12,000 gal	\$5.72	\$11.44
	Tier 3: > 12,000 gal	\$7.71	\$15.42
<i>*Farmpond Area: Per Interlocal Agreements with the Town of Cary, the Apex special published rate shall be based on the Cary published residential base rate and per thousand gallons plus an Apex charge of \$2 per thousand gallons.*</i>			
Wholesale Water Base Charge		\$6.75	Wholesale Water Volumetric Rates (per 1,000 gallons) \$4.97
Sewer Rates		Inside Town Limits	Outside Town Limits
Sewer Base Charge		\$12.58	\$25.16
Sewer Volumetric Rates (per 1,000 gallons)			
Commercial & Residential		\$8.72	\$17.43
Colvin Park/White Oak *		\$13.69	N/A
<i>*Per the Alternative Sewer Agreement, "the Apex special published rate shall be based on the Cary published residential rate per thousand gallons plus an Apex charge of \$2 per thousand gallons."</i>			
Wholesale Sewer Base Charge		\$12.58	Wholesale Sewer Volumetric Rates (per 1,000 gallons) \$8.72
Flat Rate Sewer		\$65.00/month	
Irrigation Rates		Inside Town Limits	Outside Town Limits
Irrigation Base Charge		\$6.72	\$6.75
Irrigation Volumetric Rates (per 1,000 gallons)		\$7.71	\$15.42
Bulk Water			
Hook Up Fee (per connection)		\$20	Hydrant meter
Volumetric Rates (per 1,000 gallons)		\$7.74	- Set up/Relocate/Pickup \$60/event - Rental Fee \$20/day

ELECTRIC RATES					
Service	Base Charge	Energy Charge (per kWh) All			
Residential	\$29.75	\$0.1252			
Service	Base Charge	Energy Charge (per kWh) ALL			
Small General Service	\$35.06	\$0.1266			
Service	Base Charge	Energy Charge (per kW)			
		On Peak	Off Peak	Bilateral Credit On Peak	Bilateral Credit Off Peak
Residential-Time of Use-TOU	\$29.75	\$0.2591	\$0.0688	\$0.1701	\$0.0412
Small General Service-TOU	\$35.06	\$0.2546	\$0.0702	\$0.1701	\$0.0406
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW) ALL	
Medium General Service	\$100.94	\$0.0970		\$10.20	
Medium General Service-TOU	\$100.94	\$0.0918		\$15.23	
Large General Service	\$196.56	\$0.0774		\$13.68	
Large General Service-TOU	\$196.56	\$0.0755		\$15.85	
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Large General Service-Coincident Peak	\$387.81	\$0.0592		\$26.11	\$5.20
Electric Vehicle (EV) Charging Rates					
Service	Base Charge	Energy Charge (per kWh) ALL		Demand Charge (per kW)	
				All Coincident Demand	All Excess Demand
Town-Owned Public Chargers*	N/A	\$0.20			
Commercial Public Chargers	\$360	\$0.0536		\$23.63	\$4.71
<i>* charging during peak hours is throttled to reduce charging speed to 3.5 kW or slower</i>					

ELECTRIC RATES			
Outdoor Lighting			
Standard Lighting Service Basic Rate The basic rate does not include the monthly charges for additional facilities, outdoor lighting poles, underground service, or any contribution required under this Schedule.			
Sodium Vapor Units* Obsolete – no longer installed	Wattage (Nominal)	Monthly Charge	Monthly kWh
5,800 lumen-semi	70	\$8.23/Fixture	29/Fixture
9,500 lumen-semi	100	\$9.15/Fixture	46/Fixture
9,500 lumen-enclosed/post/flood	100	\$10.42/Fixture	46/Fixture
27,500 lumen-enclosed	250	\$18.67/Fixture	99/Fixture
27,500 lumen flood	250	\$19.86/Fixture	109/Fixture
50,000 lumen-enclosed	400	\$25.17/Fixture	152/Fixture
50,000 lumen flood	400	\$27.55/Fixture	168/Fixture
LED Units			
Acorn Fixture (Obsolete, no new installs)	51	\$22.51/Fixture	20/Fixture
Shoebox – 1	61	\$22.22/Fixture	24/Fixture
Shoebox – 2	151	\$32.27/Fixture	56/Fixture
Area Light	51	\$17.86/Fixture	20/Fixture
Cobrahead – 1	51	\$21.91/Fixture	20/Fixture
Cobrahead – 2	151	\$32.27/Fixture	56/Fixture
Lantern – 1 w/ Lens (Obsolete, no new installs)	51	\$24.35/Fixture	20/Fixture
Lantern – 2 w/o Lens	51	\$28.48/Fixture	20/Fixture
Special Contract Lights <i>(residential dedicated public streets outside corporate limits)</i>		Monthly Charge	
Wood		\$2.71/pole	
18' Fiberglass		\$7.36/pole	
Square metal		\$27.85/pole	
*Maintenance only; no new installs			
Underground (UG) Service: For Underground service, the monthly bill will be increased by \$3.50 per pole or, in lieu thereof, a one-time contribution of \$175.17 per pole. The monthly UG charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The UG charge will be waived if the lighting facilities are installed during the installation of the main electric facilities. The monthly pole charge defined below will also be applicable to underground service.			
Additional Facilities			
1. Multiple area lighting fixtures may be installed per pole subject to town review and approval. The monthly charge for each additional fixture will be the charge in accordance with the Monthly Rate for that fixture.			

VENDOR FEES			
Obtain Permit from the Town of Apex Police Department			
Solicitor/Peddler/Park Concessioner*		Transient/Mobile Food Vendors	
30-day Permit	\$50	Annual Permit	\$150
90-day Permit	\$100	*Anyone selling anything, including food, in a Town of Apex Park must obtain a Park Concessions Permit.	
180-day Permit (Park Concessions Only)	\$175		
<ul style="list-style-type: none"> • Solicitor - Anyone going door-to-door to take orders for products, share information or seek donations. • Peddler – Anyone transporting goods door-to-door for sale (i.e. ice cream truck). • Park Concessioner – Anyone selling merchandise, food, and or beverages in a town park. • Transient Vendor - Anyone selling goods or services from a temporary business location (i.e. parking or vacant lot). • Mobile Food Vendor - Anyone selling food and/or beverages from a readily movable food unit 			

FIRE DEPARTMENT FEES

Submit request and fees to Customer Service

Periodic Fire Inspection Fees		Other Fire Inspection Fees:	
1-2,500 sqft	\$0	Fire Flows	\$75
2,501-5,000 sqft	\$75	Water Flow Testing	\$200
5,001 – 10,000 sqft	\$100	Witness Flow Testing	\$100
10,001 – 25,000 sqft	\$150	After Hours Commercial Fire Inspection	\$250 per hour, min 3 hours
25,001 – 50,000 sqft	\$200	Private Fire Hydrant Maintaining	
50,001 – 100,000 sqft	\$250	1 st Compliance	\$250
100,001 – 500,000 sqft	\$300	2 nd Compliance	\$500
>500,000 sqft	\$350	3 rd Compliance	\$1,000
Re-Inspections		Misc. Test	\$50
1 st Reinspection	\$75	False Alarm Fines (per Calendar Year)	
2 nd Reinspection	\$0	4 false alarms	\$150
3 rd Reinspection	\$150	5 false alarms	\$200
4 th Reinspection	\$200	6 + false alarms	\$250 each
	\$25/day per violation	Fire Alarm System Malfunction	
Periodic Fire Inspection Fees: Apartments, Hotel/Motel, & Condominiums		1 st Occurrence	No Fee
Each Building with: 3-10 Units	\$25	2 nd Occurrence	\$250
Each Building with: 11-20 Units	\$75	3 rd Occurrence	\$500
Each Building with: 21-30 Units	\$100	4 th Occurrence	\$1,000/ occurrence
Each Building with: 31-50 Units	\$125	Miscellaneous:	
Each Building with: 51-100 Units	\$150	ABC License Application Inspection	\$75
Each Building with: 100+ Units	\$200	Work & Modification Without Plan Submittal and Approval	\$500
Reinspection Fees: Apartments, Hotel/Motel, & Condominiums		Fire Service Fees: Public Education	\$75 per 30 personal min. of 2 hours
1 st Reinspection	\$0	Employer Mandated Training	\$800 for 1 st 2 Hours, plus additional \$200 per 15 minute increment
Subsequent 2 nd and 3 rd Re-Inspection Fees per Building	\$150	Expedited Fire Plan Review Fee	
Fire Inspections Violation Fines:			
Imminent hazard violation	\$250		
Hazardous Materials Consumable Items	At Cost		
Construction, Operational, and Activity Fire Permit Fees:			
Fee includes initial inspection and one additional inspection. Permit fee cap of \$500 is applied to any customer with more than 7 permits applied for within 365 days.			
Aerosol Products	\$100	Industrial Ovens	\$100
Amusement Buildings	\$100	Lumber Yards/Woodworking Plants	\$100
Blasting	\$400 per 30 day period	Liquid or Gas Vehicles Inside of an Assembly Building	\$100
Carnivals and Fairs	\$100	Magnesium	\$100
Combustible Dust Production Operations	\$100	Miscellaneous Combustible Storage	\$100
Combustible Fibers	\$100	Motor Fuel-Dispensing Facilities	\$100
Company Stand by Fee	\$100	Open Burning	\$100
Compressed Gases Storage, Use, and Handling	\$100	Open Flames and Torches	\$100
Covered Mall Building	\$100	Organic Coatings	\$100
Cutting and Welding	\$100	Outdoor Assembly Event	\$100
Cryogenic Fluids	\$100	Places of Assembly	\$100
Dry Cleaning Plants	\$100	Place of Assembly: Nightclubs	\$100
Energy Storage Systems	\$200	Plant Extraction Systems	\$100
Exhibits and Trade Shows	\$100	Pit Burning	\$100
Explosive Materials	\$100	Private Fire Hydrants	\$100
Flammable & Combustible Liquids	\$100	Public Fireworks Display	\$100
Flammable & Combustible Liquids (Storage, Use, Handling, Dispensing from Tanks, Vehicle or Equipment on Construction Sites)	\$100	Pyroxylin Plastics	\$100
Floor Finishing	\$100	Refrigeration Equipment	\$100
Fruit Crop Ripening Facility	\$100	Repair Garages	\$100
Fogging Hazardous Chemicals	\$100	Rooftop Heliports	\$100
Fumigation & Insecticidal Fogging	\$100	Spraying or Dipping	\$100
Fumigation & Thermal Insecticide	\$100	Storage of Scrap Tire & Tire By-Products	\$100
Hazardous Materials	\$250	Tank Installation/Removal	\$180/ tank
High-Piled Storage (Mandatory Permit)	\$100	Temporary Sleeping Units for Disaster Relief Workers	\$100
Hot Work Operations	\$100	Tents/Membrane Structure/Temporary Stage Canopies	\$100
HPM Facilities	\$100	Tire Rebuilding Plants	\$100
Hot Works	\$100		

PARKS & RECREATION

Fees are paid to Parks, Recreation & Cultural Resources

Use Fees	Resident	Non-Resident		Resident	Non-Resident
Fishing Licenses			Senior Exercise Pass (55+)	\$0 for unlimited	\$20 for 10 visits
-12 years & Under	\$0	\$10/year	Fitness Center Pass (18-54)	\$10 for 10 visits	\$30 for 10 visits
-13-54 years old	\$0	\$25/year	Fitness Center Pass (age 55+)	\$0	\$20 for 10 visits
-55+	\$0	\$6/year	Open Gym Pass – Basketball/Volleyball/Senior Pickleball (for 10 visits)		
-Guest Pass	\$0	\$5/visit	-Age 0-7		\$10 for 10 visits
Dog Park Passes			-Age 8-17	\$0	\$5
-Single Dog	\$30	\$60	-Age 18-54	\$5	\$20
-Multiple Dogs	\$50	\$100	-Age 55+	\$10	\$30
-Additional Passes	\$10/pass	\$10/pass	Vessel Permits (Jan-Dec)	\$0	\$20 for 10 visits
			Lost Card (Gym, Dog, Exercise Fitness)	\$5/year	\$40/year

Pleasant Park Tournament Packages	Package Cost
Full Day Event (cost per field)	\$800/day
Additional field preparation	\$100/field
Use of Scoreboard (cost per field)	\$50/half day, \$100/day
Use of Team Rooms (cost per room)	\$150/day
Use of Referee Room	\$100/day
Signature Field 4-Hr Game Package	\$600
Pickleball Event all-day Rental (6 courts)	\$650/day

Facility Rentals
All reservations for 100 persons or more require Director approval and may require additional attendants, police and other requirements as deemed necessary by APRCR. Primetime is designated as weekends (Friday-Sunday) and will be a 35% higher fee than weekdays and Non-Primetime is designated as weekdays (Monday-Thursday). Non-residents will be charged a rental rate that is 50% higher than the standard resident rate for the exclusive use of town facilities.

	Non-Primetime		Primetime	
	Resident	Non-Resident	Resident	Non-Resident
Facility Deposit (Refundable)	\$250	\$250	\$250	\$250
After Hours Attendant Fee	\$50/hour	\$50/hour	\$50/hour	\$50/hour
Extra Table Fee	\$5/table	\$5/table	\$5/table	\$5/table
Community Center				
Summit Room	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Summit Room Projector Fee	\$15/hour	\$15/hour	\$15/hour	\$15/hour
Pinnacle Room	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Zenith Room	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Catering Kitchen	\$24/hour	\$36/hour	\$32/hour	\$49/hour
Arts & Crafts Room	\$24/hour	\$36/hour	\$32/hour	\$49/hour
Gym-Whole	\$75/hour	\$113/hour	\$101/hour	\$152/hour
Senior Center				
Salem Meeting Room (108)	\$100/hour	\$150/hour	\$135/hour	\$203/hour
Saunders Meeting Room (110)	\$100/hour	\$150/hour	\$135/hour	\$203/hour
Seaboard Meeting Room (112)	\$100/hour	\$150/hour	\$135/hour	\$203/hour
Kitchen Room (120)	\$30/hour	\$45/hour	\$41/hour	\$61/hour
Chatham Classroom (131)	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Friendship Classroom (133)	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Arts & Crafts Room (202)	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Hunter Exercise Room (210)	\$30/hour	\$45/hour	\$41/hour	\$61/hour
Hughes Exercise Room (215)	\$30/hour	\$45/hour	\$41/hour	\$61/hour
Salem, Saunders, & Seaboard	\$1,200/4 hours	\$1,800/4 hours	\$1,620/4 hours	\$2,430/4 hours
Projector Fee (108,110, or 112)	\$15/hour	\$15/hour	\$15/hour	\$15/hour
Large Projector (108,110, & 112)	\$30/hour	\$30/hour	\$30/hour	\$30/hour
Pleasant Park				
Pleasant Park Meeting Room	\$50/hour	\$75/hour	\$68/hour	\$101/hour
Halle Cultural Arts Center				
Auditorium & Stage	\$100/hour	\$150/hour	\$135/hour	\$203/hour
Sound/Light Booth	\$74/hour	\$111/hour	\$100/hour	\$150/hour
Overnight Storage	\$50/night	\$75/night	\$68/hour	\$101/hour
Studio Gallery	\$74/hour	\$111/hour	\$100/hour	\$150/hour
Studio A	\$50/hour	\$75/hour	\$68/hour	\$101/hour
4 Hour Auditorium Package	\$600	\$900	\$810	\$1,215
4 Hour Gallery Package	\$400	\$600	\$540	\$810
Piano (separate \$200 dollar deposit required)	\$25/hour	\$25/hour	\$25/hour	\$25/hour
Portable Projector Fee	\$15/hour	\$15/hour	\$15/hour	\$15/hour
Shelter Rentals (3 Hour Blocks)				
Apex Community Park – Small	\$100/block	\$150/block	\$135/block	\$203/block
Apex Community Park – Large	\$150/block	\$225/block	\$203/block	\$304/block
Hunter Street Park – Small	\$100/block	\$150/block	\$135/block	\$203/block
Jaycee Park – Small	\$100/block	\$150/block	\$135/block	\$203/block
Kelly Road Park – Small	\$100/block	\$150/block	\$135/block	\$203/block
Nature Park – Small	\$100/block	\$150/block	\$135/block	\$203/block
Nature Park – Large	\$150/block	\$225/block	\$203/block	\$304/block
Pleasant Park Amenity Shelter – Large	\$150/block	\$225/block	\$203/block	\$304/block
Pleasant Park Shelter - Large	\$150/block	\$225/block	\$203/block	\$304/block

	\$100/block	\$150/block	\$135/block	\$203/block
Seagroves Farm Park - Small Amphitheater (1/2 day)	\$125	\$188	\$169	\$253
Amphitheater (full day)	\$250	\$375	\$338	\$506
Field & Court Rentals¹				
Athletic Field–Natural Turf (no lights)	\$40/hour	\$40/hour		
Athletic Field–Natural Turf (w/ lights)	\$60/hour	\$60/hour		
Athletic Field–Synthetic Turf (no lights)	\$100/hour	\$100/hour		
Athletic Field–Synthetic (w/ Lights)	\$120/hour	\$120/hour		
Street Hockey Court	\$40/hour	\$40/hour		
Scoreboard Rental (Per Field/Court)	\$100/day	\$100/day		
Other Amenity Rentals				
Tennis Courts	\$15/hour/court	\$22.50/hole/court		
Pickleball Courts	\$15/hour/court	\$22.50/hole/court		
Sand Volleyball Court	\$15/hour/court	\$22.50/hole/court		
Disc Golf Course	\$45/hour	\$67.50/hour		
Disc Golf Course (1/2 day)	\$125	\$190		
Disc Golf Course (full day)	\$250	\$375		
1. For long term field reservations, an initial minimum of payment of \$1,000 will be required to secure the reservation (or full amount if less than \$1,000). Once reservation requests are approved by the Town, the group will be given a due date for payment. Subsequent monthly payments must take place no later than 30 days before all rental dates in the upcoming month.				
Rental Withdrawal				
Cancellation				
- Less than 7 business days prior to rental		No credit or refund in any amount excluding rental deposit		
- 7-59 business days prior to rental		50% refund ₂		
- 60 or more business days prior to rental		90% refund ₂		
Date Change Request				
- Less than 7 business days prior to rental		No date change requests accepted ₁		
- 7 or more business days prior to rentals		All fees and deposits may be transferred ₄		
1. Including rentals made within 7 business days of the rental date		2. Reschedule dates may occur no later than 30 calendar days from original.		
3. Issued upon written request		4. Subject to room availability and the availability of required staff.		
Waivers & Discounts				
In recognition of occasional financial barriers for community-serving groups, a limited waiver policy has been established for facility rental fees. Fees may be waived or reduced by the Director of Parks, Recreation and Cultural Resources upon completion of the appropriate form per the approved Waiver policy.				
- One waiver per organization per calendar year may be granted up to 100% of the fee				
- This waiver cap applies to all types of requests, including:				
o Non-profit organizations conducting community fundraisers on Town property				
o Civic groups or other mission-aligned organizations requesting reduced fees for non-revenue generating community events				
Non-Profits				
- Non-profit organizations are able to receive a 25% discount for facility rentals Monday through Thursday.				
- Non-profit organizations that propose to use public recreation facilities for fundraising will only be allowed one fundraising event in a 12-month period.				
- Non-profit proposals require approval by the director of Parks, Recreation and Cultural Resources.				

Special Event Vendor Fees – Town Events Fee		
Apex 501C3		\$0/day
Commercial Business		\$100/day
Commercial Small Business (as defined in Special Event Policy)		\$50/day
Food Truck		\$100/day
Alcohol		\$300/day
Community Special Event Fees		
Item	Description	Fee
Application Fee	To be submitted with every For-Profit application	\$50 per event
Water Barricades	Includes water. Used for streets.	\$50 per barricade
A-Frame Barricade	For light blockades. Not for traffic	\$10 per barricade
Power	Temporary and permanent electric boards	\$100 per unit / per day
External Building Power	If you plug into a Town building	\$100 per building / per day
Water	Temporary hose connection, food vendor water, dunk tank	\$50 per day
Trash Cans	Landfill trash and recycling trash	\$10 per can / per day
Utility Sinks	Includes connection	\$50 per sink / per day
Large Blockade Vehicle or Police Vehicle		\$200 per vehicle / per day
Police Off-Duty	Required for an event with alcohol	\$52 per hour / per officer
Police Personnel		\$70 per hour / per officer
Public Works Personnel		\$45 per hour / per person
Parks Operations Personnel		\$45 per hour / per person
Saunders Street Lot	Lot in front of the Police Station	\$100 per day
Templeton Street Lot	Lot near The Halle	\$100 per day
Town Hall Lot	Lot directly in front of Town Hall	\$100 per day
Community Center Gazebo Lot	Lot in front of the Community Center with the gazebo	\$100 per day
Community Center ATM Lot	Lot to the right of the Community Center with the ATM	\$100 per day
Senior Center Lot	Lot next to the Senior Center	\$50 per day
Town Arc Lot	Arc shaped lot between Town Hall and the Community Center	\$50 per day
Park Parking Lots	Any Town of Apex park parking lot	To be determined per event
The Depot Lot and Plaza	Depot parking lot and outdoor plaza	\$100 per day
Town Campus Courtyard	Does not include any parking lots	\$200 per day
Town Campus Stage	Does not include Arc Lot	\$1,500 per day

**Town of Apex, North Carolina
FY 2026-2027 Annual Budget**

New Position Recommendations

General Fund					
Department	Position	Rec.	Annual Salary & Benefits	Operating & Capital Costs	Total Costs
4220 - Information Technology	IT Analyst	1	132,782	5,418	138,200
4240 - Economic Development	Program Support Specialist	0.25	23,107	-	23,107
4400 - Finance	Billing and Collections Specialist I	0.25	21,560	2,500	24,060
	Accounts Payable Technician	1	92,428	4,400	96,828
5005 - Facility Services	Facilities Project Specialist	1	123,264	56,293	179,557
5100 - Police	Lieutenant	1	166,715	147,293	314,008
	Police Officer	6	713,029	794,658	1,507,687
5300 - Fire	Fire Inspector	1	129,989	61,868	191,857
5400 - Transportation & Infrastructure Development	Engineering Plan Reviewer	1	99,171	14,350	113,521
6200 - Parks & Recreation	Recreation Program Specialist 1	1	114,531	6,043	120,574
	Athletics & Grounds Worker (Downtown)	1	86,241	78,260	164,501
	Athletics & Grounds Team Leader - Greenways	1	106,520	137,340	243,860
Fund Total		15.5	\$1,809,337	\$1,308,423	\$3,117,760

Enterprise Funds					
8230 - Sewer Maintenance	Electronics Technician	1	117,149	103,168	220,317
8300 - Electric	Crew Field Supervisor	1	158,807	270,368	429,175
Fund Total		2	275,955	373,536	649,491

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: June 09, 2026

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(1):

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

Attachments

- N/A

