



REVISED AGENDA

REGULAR TOWN COUNCIL MEETING

Tuesday, May 13, 2025 at 6:00 p.m.

Council Chambers - Apex Town Hall, 73 Hunter Street

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

Governing Body and Town Senior Executive Leadership

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

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

Town Manager: Randal E. Vosburg

Deputy Town Manager: Shawn Purvis

Assistant Town Managers: Demetria John and Marty Stone

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

COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

CONSENT AGENDA

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

CN1 Annexation No. 790 - Lawrence Property PUD - Olive Chapel Road - 37.98 acres

Allen Coleman, Town Clerk

CN2 Annexation No. 793 - New Hill Commons PUD - 40.72 acres

Allen Coleman, Town Clerk

CN3 Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive - 63.50 acres

Allen Coleman, Town Clerk

CN4 Annexation No. 795 - Courtyards on Wimberly - Wimberly Road - 23.979 acres

Allen Coleman, Town Clerk

CN5 Council Meeting Minutes - Various

Allen Coleman, Town Clerk

CN6 Encroachment Agreement - 2528 Gold Hill Court, New Hill NC

Chris Johnson, Director, Transportation and Infrastructure Development Department

**CN7 Multi-Year Agreement - Wake County and Town of Apex - Municipal Fire Protection -
July 1, 2025 through June 30, 2028**

Tim Herman, Chief, Apex Fire Department

CN8 Ordinance Amendment - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex

Joanna Helms, Director, Economic Development Department

CN9 Property Acquisition - 8421 Humie Olive Road - 1.81 acres

Steve Adams, Real Estate and Utilities Acquisition Specialist, Trans. and Infra. Dev. Dept.

CN10 Tax Report - March 2025

Allen Coleman, Town Clerk

UPDATES BY TOWN MANAGER

REGULAR MEETING AGENDA

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

PRESENTATIONS

PR1 Apex Public School Foundation - Quarterly Peak S.T.A.R. Awards - 3rd Quarter

Councilmember Terry Mahaffey, Sponsor, and

Barbara Conroy Co-Founder and President of Apex Public School Foundation

PR2 Prestigious Peak Service Recognition

Mayor Jacques K. Gilbert

PR3 Proclamation - Asian American, Native Hawaiian, and Pacific Islander Month - May 2025

Mayor Jacques K. Gilbert

PR4 Proclamation - National Police Week and Peace Officer's Memorial Day 2025 - Sunday May 11 through Saturday May 17, 2025

Mayor Jacques K. Gilbert

PR5 Utility Billing Third Party Review Update

Project Manager, Berry Dunn McNeil and Parker, LLC

PR6 Wake Transit Plan Update, Draft Investment Strategy and Phase III Engagement

Benjamin Howell, AICP, Transit Program Manager, Wake County, and

Katie Schwing, Senior Planner - Long Range Transit

PR7 ADDED - Apex Chamber of Commerce Update

David Bohm, Executive Director, Apex Chamber of Commerce

PUBLIC FORUM

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

PUBLIC HEARINGS - *None Scheduled*

NEW BUSINESS

NB1 Apex S-Line Mobility Hub Plan Acceptance

Shannon Cox, Long Range Planning Manager, Planning Department

NB2 Resident Advisory Board Process Updates

Allen Coleman, Town Clerk

CLOSED SESSION

Council will enter into closed session pursuant to:

CS1 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.

NCGS §143-318.11(a)(5):

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

CS2 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.

NCGS §143-318.11(a)(5):

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

CS3 Joanna Helms, Director, Economic Development Department

NCGS §143-318.11(a)(4):

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

CS4 ADDED - Steve Adams, Real Estate and Utilities Sp., Trans. and Infra. Dev. Dept.

NCGS §143-318.11(a)(5):

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

ADJOURNMENT

| Agenda Item | cover sheet

for consideration by the Apex Town Council

REVISED MOTION

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for June 24, 2025, on the Question of Annexation - Apex Town Council's intent to annex 37.98 acres project entitled Lawrence Property PUD, and located on Olive Chapel Road, Annexation No. 790, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

Attachments

- CN1-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN1-A2: Legal Description - Satellite Annexation No. 790 - Lawrence Property PUD
- CN1-A3: Aerial Map - Satellite Annexation No. 790 - Lawrence Property PUD
- CN1-A4: Plat Map - Satellite Annexation No. 790 - Lawrence Property PUD
- CN1-A5: Annexation Petition - Satellite Annexation No. 790 - Lawrence Property PUD





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

Satellite Annexation Petition No. 790
Lawrence Property PUD – Olive Chapel Road – 37.98 acres

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

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

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

This the 13th day of May, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Satellite Annexation Petition No. 790
Lawrence Property PUD – Olive Chapel Road – 37.98 acres

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of May, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Satellite Annexation Petition No. 790
Lawrence Property PUD – Olive Chapel Road – 37.98 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 24th day of June, 2025.

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

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

This the 13th day of May, 2025.

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

AREA TO BE ANNEXED

BEGINNING AT AN IRON PIPE IN THE NORTHEAST CORNER OF LOT "B" SHOWN ON BOOK OF MAPS 2013, PAGE 1123, AND RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS, SAID POINT ALSO HAVING NORTH CAROLINA GRID COORDINATES OF N: 721,945.14 & E: 2,017,525.69, THENCE FROM THE BEGINNING POINT SOUTH 87° 51' 10" EAST FOR A DISTANCE OF 1300.23 FEET TO AN IRON PIPE, THENCE SOUTH 03° 02' 55" WEST FOR A DISTANCE OF 690.74 FEET TO AN IRON PIPE, THENCE SOUTH 46° 19' 48" WEST FOR A DISTANCE OF 366.82 FEET TO AN IRON PIPE, THENCE SOUTH 46° 19' 48" WEST FOR A DISTANCE OF 139.33 FEET TO AN IRON PIPE SET ON THE NORTHERN RIGHT OF WAY OF OLIVE CHAPEL ROAD (60' PUBLIC RIGHT OF WAY), THENCE LEAVING THE NORTHERN RIGHT OF WAY OF SAID ROAD SOUTH 46° 19' 48" WEST FOR A DISTANCE OF 36.78 FEET TO A POINT IN THE CENTERLINE OF SAID ROAD, THENCE WITH THE CENTERLINE OF OLIVE CHAPEL ROAD (60' PUBLIC RIGHT OF WAY) NORTH 79° 01' 05" WEST FOR A DISTANCE OF 78.30 FEET TO A POINT, THENCE LEAVING THE CENTERLINE OF SAID ROAD SOUTH 35° 14' 38" WEST FOR A DISTANCE OF 32.80 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF OLIVE CHAPEL ROAD (60' PUBLIC RIGHT OF WAY), THENCE LEAVING THE SOUTHERN RIGHT OF WAY OF SAID ROAD SOUTH 35° 14' 38" WEST FOR A DISTANCE OF 296.54 FEET TO AN IRON PIPE FOUND, THENCE SOUTH 02° 49' 46" WEST FOR A DISTANCE OF 292.23 FEET TO AN IRON PIPE, THENCE SOUTH 02° 54' 59" WEST FOR A DISTANCE OF 89.79 FEET TO A IRON PIPE SET, THENCE SOUTH 02° 52' 44" WEST FOR A DISTANCE OF 290.45 FEET TO AN IRON PIPE AT THE COMMON CORNER WITH THE UNITED STATES OF AMERICA, THENCE WITH THE COMMON LINE NORTH 40° 08' 17" WEST FOR A DISTANCE OF 701.78 FEET TO A POINT IN THE CENTERLINE OF CREEK AS SHOWN IN BOOK OF MAPS 1992, PAGE 437, AND RECORDED IN THE WAKE COUNTY REGISTER OF DEEDS, THENCE WITH THE CENTERLINE OF THE CREEK NORTH 31° 34' 41" EAST FOR A DISTANCE OF 4.04 FEET TO A POINT, THENCE NORTH 24° 03' 21" EAST FOR A DISTANCE OF 38.27 FEET TO A POINT, THENCE NORTH 33° 37' 56" EAST FOR A DISTANCE OF 41.18 FEET TO A POINT, THENCE NORTH 02° 15' 58" EAST FOR A DISTANCE OF 25.97 FEET TO A POINT, THENCE NORTH 00° 47' 47" WEST FOR A DISTANCE OF 36.57 FEET TO A POINT, THENCE NORTH 43° 48' 08" EAST FOR A DISTANCE OF 28.47 FEET TO A POINT, THENCE NORTH 05° 27' 31" EAST FOR A DISTANCE OF 34.90 FEET TO A POINT, THENCE NORTH 16° 40' 17" WEST FOR A DISTANCE OF 53.91 FEET TO A POINT, THENCE NORTH 00° 00' 00" EAST FOR A DISTANCE OF 22.60 FEET TO A POINT, THENCE NORTH 29° 35' 38" WEST FOR A DISTANCE OF 21.01 FEET TO A POINT, THENCE NORTH 18° 22' 24" WEST FOR A DISTANCE OF 44.41 FEET TO A POINT, THENCE NORTH 14° 46' 33" WEST FOR A DISTANCE OF 48.27 FEET TO A POINT, THENCE NORTH 27° 08' 29" WEST A DISTANCE OF 49.95 FEET TO A POINT, THENCE NORTH 22° 47' 18" WEST FOR A DISTANCE OF 38.50 FEET TO A POINT, THENCE NORTH 03° 11' 04" WEST FOR A DISTANCE OF 40.72 FEET TO POINT ON THE SOUTHERN RIGHT OF WAY OF OLIVE CHAPEL ROAD (60' PUBLIC RIGHT OF WAY), THENCE LEAVING THE SOUTHERN RIGHT OF WAY OF SAID ROAD NORTH 03° 11' 04" WEST FOR A DISTANCE OF 30.37 FEET TO POINT IN THE CENTERLINE OF SAID ROAD, THENCE WITH THE CENTERLINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4306.82 FEET, AN ARC LENGTH OF 144.63 FEET, AND A CHORD BEARING OF NORTH 85° 13' 58" WEST A DISTANCE OF 144.63 FEET TO A POINT, THENCE LEAVING THE CENTERLINE OF OLIVE CHAPEL ROAD (60' PUBLIC RIGHT OF WAY) NORTH 03° 21' 59" EAST FOR A DISTANCE OF 30.00 FEET TO AN IRON PIPE, THENCE NORTH 03° 21' 59" EAST FOR A DISTANCE OF 440.90 FEET TO AN IRON PIPE, THENCE NORTH 03° 21' 59" EAST FOR A DISTANCE OF 498.65 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 37.98 ACRES, MORE OR LESS.



ANNEXATION #
I, ALLEN COLEMAN, OMC, NCCCC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS A TRUE AND EXACT MA OF ANNEXATION ADOPTED THE DAY OF 2023, BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX.
DAY/MONTH/YEAR

ALLEN COLEMAN, OMC, NCCCC, TOWN CLERK

N/F
RETREAT AT CEDAR CROSSING
COMMUNITY ASSOCIATION, INC.
DB 19498 PG 42-53
BM 2022 PG 59-63
PIN 0712629311

N/F
IRON PIPE
N: 721945.14
E: 2017525.69
NAD 83/2011

N/F
SANDRA GAIL GOODMAN TRUSTEE
ALFRED HENRIKSON TRUSTEE
DB 17120 PG 25-31
BM 2016 PG 2125
PIN 0712616775

N/F
JAMES WARREN HARRY TRUSTEE
TERESA SANDRA HARRY TRUSTEE
DB 19208 PG 371
BM 2000 PG 1910
PIN 0712713207

| CURVE TABLE | | | | |
|-------------|----------|----------|-------------|---------|
| CURVE # | DELTA | RADIUS | BEARING | CHORD |
| C1 | 5°22'51" | 4306.82' | S81°34'49"E | 404.31' |
| C2 | 1°55'27" | 4306.82' | S85°13'58"E | 144.63' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | DIRECTION | LENGTH |
| L1 | S79°01'05"E | 78.30' |
| L2 | N03°21'59"E | 30.00' |
| L4 | N35°14'38"E | 32.80' |
| L5 | N02°54'59"E | 89.79' |
| L6 | S31°34'41"W | 4.04' |
| L7 | S24°03'21"W | 38.27' |
| L8 | S33°37'56"W | 41.18' |
| L9 | S02°15'58"W | 25.97' |
| L10 | S00°47'47"E | 36.57' |
| L11 | S43°48'08"W | 28.47' |
| L12 | S05°27'31"W | 34.90' |
| L13 | S16°40'17"E | 53.91' |
| L14 | S00°00'00"E | 22.60' |
| L15 | S29°35'38"E | 21.01' |
| L16 | S18°22'24"E | 44.41' |
| L17 | S14°46'33"E | 48.27' |
| L18 | S27°08'29"E | 49.95' |
| L19 | S22°47'18"E | 38.50' |
| L20 | S03°11'04"E | 40.72' |
| L21 | S03°11'04"E | 30.37' |

- NOTES:
- THE PURPOSE OF THIS PLAT IS TO ANNEX THE PROPERTY SHOWN INTO APEX HORIZONTAL CONTROL ESTABLISHED WITH GPS USING NCGS VRS
 - HORIZONTAL DATUM - NCGPCS (NAD 83/2011)
 - THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
 - AREAS SHOWN ARE BY COORDINATE METHOD.
 - BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83/2011.

TOWN OF APEX
CORPORATE
LIMITS

ADIRONDACK WAY
50' PUBLIC RIGHT-OF-WAY
BM 2022 PG 59-63

N/F
IRON PIPE
N: 721945.14
E: 2017525.69
NAD 83/2011

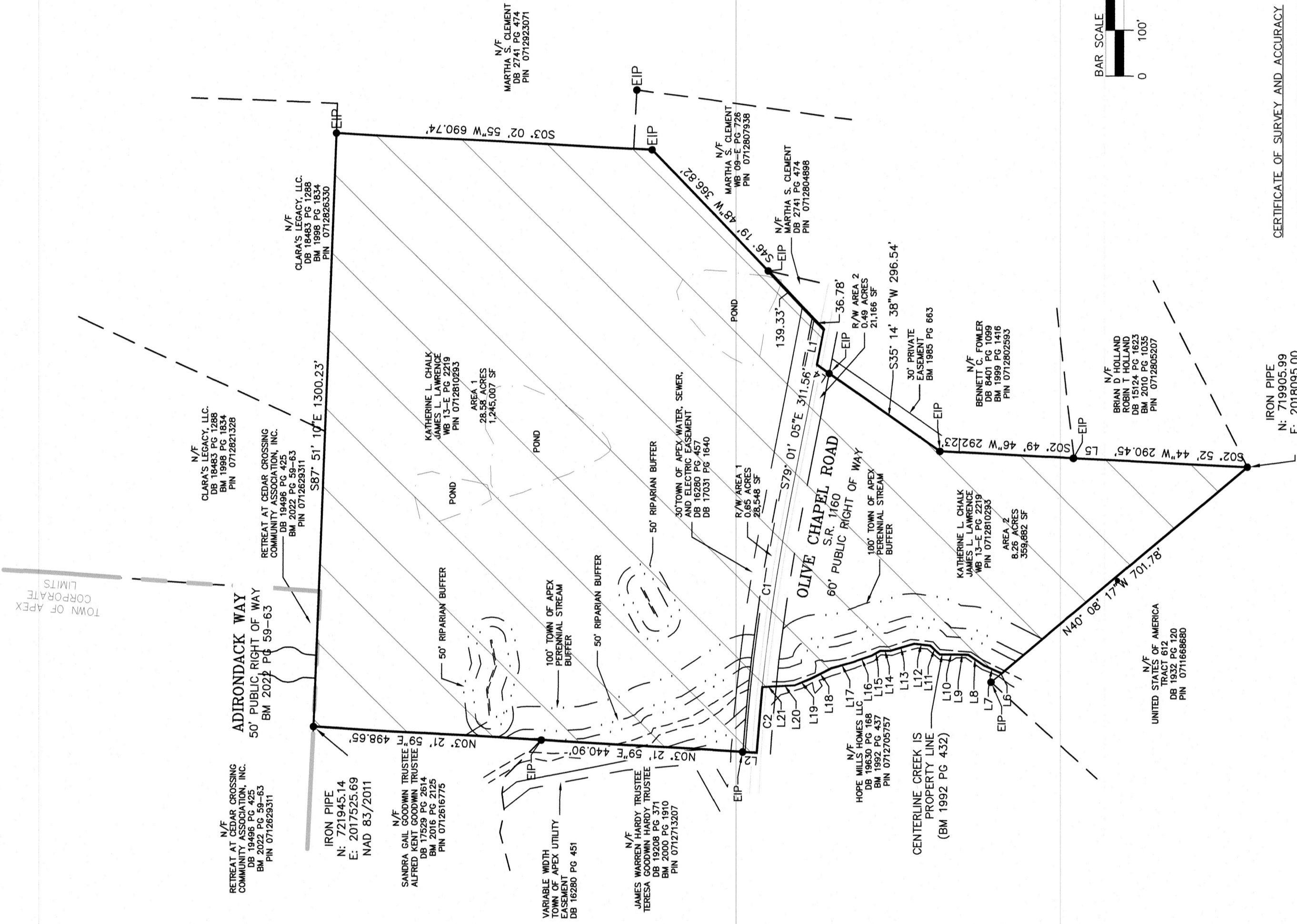
N/F
SANDRA GAIL GOODMAN TRUSTEE
ALFRED HENRIKSON TRUSTEE
DB 17120 PG 25-31
BM 2016 PG 2125
PIN 0712616775

N/F
JAMES WARREN HARRY TRUSTEE
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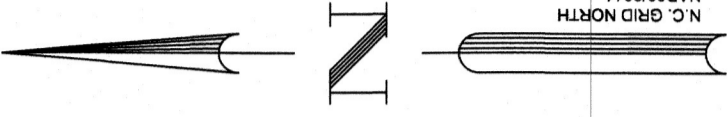
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| L8 | S33°37'56"W | 41.18' |
| L9 | S02°15'58"W | 25.97' |
| L10 | S00°47'47"E | 36.57' |
| L11 | S43°48'08"W | 28.47' |
| L12 | S05°27'31"W | 34.90' |
| L13 | S16°40'17"E | 53.91' |
| L14 | S00°00'00"E | 22.60' |
| L15 | S29°35'38"E | 21.01' |
| L16 | S18°22'24"E | 44.41' |
| L17 | S14°46'33"E | 48.27' |
| L18 | S27°08'29"E | 49.95' |
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 - AREAS SHOWN ARE BY COORDINATE METHOD.
 - BEARINGS FOR THIS SURVEY ARE BASED ON NC GRID NAD83/2011.

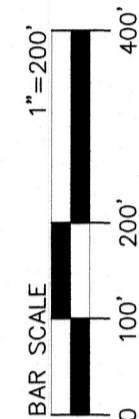


TOTAL AREA OF
ANNEXATION 37.98 AC
INCLUDING R/W



- SYMBOL LEGEND
- - CORNER FOUND (AS NOTED)
- ABBREVIATION LEGEND
- EIP - EXISTING IRON PIPE
 - CP - COMPUTED POINT
 - RBR - REBAR
 - FMON - CONCRETE MONUMENT
 - AXF - AXLE FOUND
 - N/F - NOW OR FORMERLY
 - DB - DEED BOOK
 - P - PLAT
 - POB - POINT OF BEGINNING

- LINE LEGEND
- PROPERTY LINE
 - RIGHT-OF-WAY LINE
 - APEX CORPORATE LIMITS



CERTIFICATE OF SURVEY AND ACCURACY

I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTIONS IN REFERENCES AS SHOWN: INFORMATION FOUND IN REFERENCES SHOWN: THAT THE RATION OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

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

RONALD T. FREDERICK NOPLS: L-4720

10-4-2024

REV - COMMENTS JAS 10-04-2024

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$300; \$200.00 for well/septic failure

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee by one of the following forms of payment:
 - Visa or Master Card (online only);
 - In person: Cash (exact amount only); or
 - Check payable to 'Town of Apex'

ELECTRONIC SUBMITTAL REQUIREMENTS: [GEOCIVIX \(IDT\)](#)

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Planning Department and upload an electronic copy of the application, legal description and Annexation Plat via [GeoCivix](#).
- **REVIEW BY STAFF:** The Planning Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) 18"x24" Mylar annexation plats to the Planning Department by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Planning Department, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Program Coordinator Jessica Sloan at 919-372-7478 or jessica.sloan@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____
Fee Paid \$ _____

Submittal Date: _____
Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

James L Lawrence

Owner Name (Please Print)

(252) 241-5511

Phone

0712810293

Property PIN or Deed Book & Page #

kathy@deegees.com

E-mail Address

Katherine L Lawrence

Owner Name (Please Print)

(252) 241-5511

Phone

0712810293

Property PIN or Deed Book & Page #

kathy@deegees.com

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Bob Zumwalt c/o BGE

Phone: 919-276-0111

Fax: _____

E-mail Address: bzumwalt@bgeinc.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 37.98

Population of acreage to be annexed: N/A

Existing # of housing units: 2

Proposed # of housing units: 57

Zoning District*: PUD

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐

Need sewer service due to septic system failure ☐

Water service (new construction) ☒

Sewer service (new construction) ☒

Receive Town Services ☐

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

James L Lawrence
Please Print

James L Lawrence
Signature

Please Print

Signature

Please Print

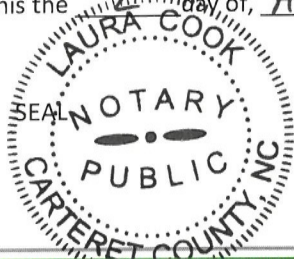
Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF ~~WAKE~~ Carteret

Sworn and subscribed before me, Laura Cook, a Notary Public for the above State and County,
this the 2 day of August, 2024.



Laura Cook
Notary Public

My Commission Expires: 3-4-25

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Katherine Chalk

Please Print

Khal

Signature

Please Print

Signature

Please Print

Signature

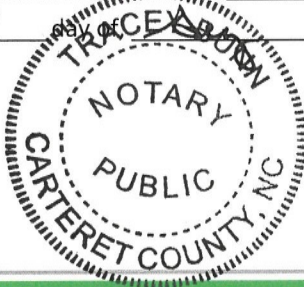
Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Tracey Brown, a Notary Public for the above State and County,
this the 2 day of February, 2024.

SEAL



Tracey Brown
Notary Public

My Commission Expires: Sept. 18, 2037

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 40.72 acres project entitled New Hill Commons PUD, Annexation No. 793, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

Attachments

- CN2-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN2-A2: Legal Description - Annexation No. 793 - New Hill Commons PUD
- CN2-A3: Aerial Map - Annexation No. 790 - New Hill Commons PUD
- CN2-A4: Plat Map - Annexation No. 790 - New Hill Commons PUD
- CN2-A5: Annexation Petition - Annexation No. 790 - New Hill Commons PUD





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

Annexation Petition No. 793
New Hill Commons PUD – 40.72 acres

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

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

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

This the 13th day of May, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 793
New Hill Commons PUD – 40.72 acres

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

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of May, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 793
New Hill Commons PUD – 40.72 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 27th day of May, 2025.

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

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

This the 13th day of May, 2025

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Lying in Buckhorn Township, Wake County, North Carolina, being all of Parcel Identification Numbers 0710835242, 0710837363 , 0710728789 , 0710728789, 0710830487, 0710734325 and 0710724872 and being more particularly described as follows:

Commencing from NGS Monument "Ralph", said monument having NC Grid Coordinates (NAD 83, 2011) Northing: 702481.66 Easting: 2019361.74, thence N78°10'31"W a distance of 753.07' to a 1/2" Existing Iron Pipe (EIP) in the southern line of KD2H, LLC as recorded in Deed Book (D.B.) 19522 Page (Pg.) 2138 and a common corner with Shri Varnii, LLC as recorded in D.B. 17968 Pg. 918, being the Point of Beginning, thence along KD2H southern line the following two (2) courses and distances: 1) N44°45'41" W a distance of 18.35' to a Rebar Set (RBS), 2) S70°04'59" W a distance of 199.83' to a 1/2" Bent EIP on the eastern edge of Lashlee Way, a 60' Private Easement as recorded in Book of Maps (B.M.) 1983 Pg. 110, thence with Lashlee Way the following six (6) courses: 1) S32°16'51" E a distance of 131.39' to a 3/4" EIP, 2) S45°39'37" E a distance of 134.05' to a computed point (CP), 3) S44°11'34" W a distance of 60.00' to a CP, 4) N45°39'37" W a distance of 141.15' to a CP, 5) N32°25'49" W a distance of 144.72' to a Rebar with Cap (RBC), 6) N18°04'17" W a distance of 124.25' to a 3/4" EIP, a common corner with New Hill Baptist Church and Cemetery Trustees as recorded in D.B. 7883 Pg. 739 and Richard C. Burroughs line as recorded in D.B. 13648 Pg. 1873, thence continuing with Burroughs the following five (5) courses and distances: 1) N85°25'05" W a distance of 101.80' to a RBC 2) S04°28'41" W a distance of 119.97' to a 3/4" EIP, a common corner with HB Home Raleigh-Durham, Inc. as recorded in D.B. 19593 Pg. 342, 3) N88°55'05" W a distance of 760.04' to a RBC, 4) N88°55'15" W a distance of 376.10' to a RBC, 5) N00°28'13" E a distance of 460.06' to a RBC, a common corner with KB, Miller and Burroughs, thence with Miller and KB the following two (2) courses and distances: 1) N00°29'07" E a distance of 657.39' to a 1/2" EIP, 2) S87°31'58" E a distance of 1,326.49' to a 1/2" EIP, a common corner with Menage, LLC as recorded in D.B. 19627 Pg. 681 and Miller, thence with Menage the following four (4) courses and distances: 1) S62°21'41" E a distance of 207.13' to a 1/2" EIP, 2) S88°13'19" E a distance of 25.74' to a 5/8" Rebar Found (RBF), 3) S88°13'19" E a distance of 188.24' to a 5/8" RBF on the western right of way of New Hill Olive Chapel Road (Secondary Road 1141), thence S88°13'19" E a distance of 27.50' to a CP in the centerline of New Hill Olive Chapel Road, thence with said centerline the following two (2) courses and distances: 1) S15°05'28" E a distance of 52.21' to a CP, 2) S15°04'23" E a distance of 273.80' to a PK Nail Found (PKF), thence S75°04'05" W a distance of 29.88' to a 5/8" RBF on said western right of way, a common corner with Shri thence with Shri the following three (3) courses and distances: 1) S75°09'13" W a distance of 215.43' to a 1/2" EIP, 2) S11°01'16" W a distance of 321.13' to a 1/2" EIP, 3) S01°26'57" W a distance of 209.96' to a 1/2" EIP, the point of beginning, containing 40.72 Acres more or less.



PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____
Fee Paid \$ _____

Submittal Date: _____
Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

See attached

Owner Name (Please Print)
c/o Alan Maness, Barnett Properties; 919-880-1537
Phone _____

See attached

Property PIN or Deed Book & Page #
amm@barnettprop.com
E-mail Address _____

Owner Name (Please Print) _____

Phone _____

Property PIN or Deed Book & Page # _____

E-mail Address _____

Owner Name (Please Print) _____

Phone _____

Property PIN or Deed Book & Page # _____

E-mail Address _____

SURVEYOR INFORMATION

Surveyor: Eric Moser, Withers Ravenel
Phone: 336-339-4344 Fax: N/A
E-mail Address: emoser@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 40.72 acres
Population of acreage to be annexed: +/- 10
Existing # of housing units: 5
Proposed # of housing units: 110
Zoning District*: PUD-CZ Proposed

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐
Need sewer service due to septic system failure ☐
Water service (new construction) ☐
Sewer service (new construction) ☐
Receive Town Services ☒

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

Ownership Addendum
to Annexation Petition for New Hill Commons

PIN 0710830487

Address: 2513 Lashlee Way
Acreage: 17.11 acres
Owner: Ralph G. Miller Jr.
Deed Book/Page: Estate File
Owner Address: 2509 Lashlee Way, New Hill, NC 27562
Jurisdiction: Wake County
Current Zoning: Residential 40 Watershed (Wake County R-40W)

PIN 0710734325

Address: 2509 Lashlee Way
Acreage: 4.01 acres
Owner: Ralph G. Miller Jr.
Deed Book/Page: Estate File
Owner Address: 2509 Lashlee Way, New Hill, NC 27562
Jurisdiction: Wake County
Current Zoning: Residential 40 Watershed (R-40W)

PIN 0710724872

Address: 2504 Lashlee Way
Acreage: 5.99 acres
Owner: Richard P. Vitek
Deed Book/Page: Estate File
Owner Address: 2504 Lashlee Way, New Hill, NC 27562
Jurisdiction: Wake County
Current Zoning: Residential 40 Watershed (R-40W)

PIN 0710728789

Address: 2508 Lashlee Way
Acreage: 5.77 acres
Owner: Richard S. Burroughs, Trustee of the Richard S. Burroughs Trust
Deed Book/Page: 13648/1873
Owner Address: 2504 Lashlee Way, New Hill, NC 27562
Jurisdiction: Wake County
Current Zoning: Residential 40 Watershed (R-40W)

PIN 0710835242

Address: 8621 Athlete Drive
Acreage: 4.46 acres
Owner: MENAGE LLC, a North Carolina limited liability company
Deed Book/Page: 19627/681
Owner Address: 255 Oak Haven Lane, Apex, NC 27523
Jurisdiction: Wake County
Current Zoning: Residential 40 Watershed (R-40W)

PIN 0710825733

Address: 2537 Lashlee Way

Acreage: 1.22 acres

Owner: KD2H, LLC, a North Carolina limited liability company

Deed Book/Page: 19522/2138

Owner Address: 1976 Old Byre Way, Apex, NC 27502

Jurisdiction: Wake County

Current Zoning: Residential 40 Watershed (R-40W)

PIN 0710837363

Address: 2704 New Hill Olive Chapel Road

Acreage: 1.43 acres

Owner: Annie Ruth Broadwell

Deed Book/Page: Estate File

Owner Address: 2704 New Hill Olive Chapel Road, New Hill, NC 27562

Jurisdiction: Wake County

Current Zoning: Residential 40 Watershed (R-40W)

a portion of PIN 0710824319

Address: 3700 Old US 1 Hwy

Acreage: 0.52 (Lashlee Way; Total Parcel: 3.85 acres; 3.33 acres to be retained by New Hill Baptist Church)

Owner: New Hill Baptist Church & Cemetery Trustees

Deed Book/Page: 7883/739

Owner Address: 3700 Old US 1 Hwy

Jurisdiction: Wake County

Current Zoning: Mixed Office-Residential-Retail Conditional Zoning (MORR-CZ)(19CZ19 approved 11/19/2019)

PETITION FOR VOLUNTARY ANNEXATION

Application #:

Submittal Date:

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Annie Ruth L Broadwell, Trustee of the Broadwell Family Trust

Annie Ruth L Broadwell

Please Print

Signature

TEE

Please Print

Signature

Please Print

Signature

Please Print

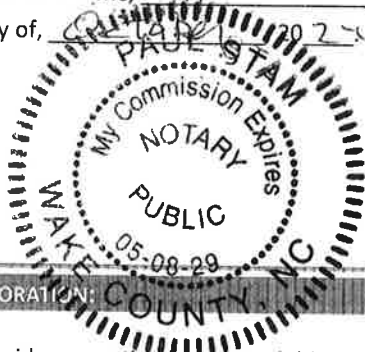
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me,
this the 23 day of,

Paul Stam

a Notary Public for the above State and County,



SEAL

Paul Stam

Notary Public

My Commission Expires:

May 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name N/A

SEAL

Attest:

By:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

RICHARD S. BURROUGHS
Please Print

[Signature]
Signature

Please Print

Signature

Please Print

Signature

Please Print

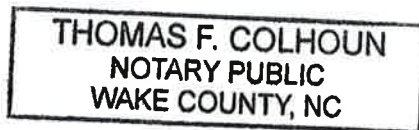
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun Notary Public for the above State and County,
this the 17 day of October, 2024.

Thomas F. Colhoun / Thomas F. Colhoun
Notary Public

SEAL



My Commission Expires: 10/25/2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, KD2H, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 17 day of October, 2024.

Name of Limited Liability Company KD2H, LLC

By: _____

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun, a Notary Public for the above State and County, this the 17 day of October, 2024.

Thomas F. Colhoun
Notary Public

SEAL



My Commission Expires: 10/25/2025

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, Menage LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the 24 day of October, 2024.

Name of Limited Liability Company Menage LLC

By: _____

Justin Kale

Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Khanh Dac a Notary Public for the above State and County, this the 24th day of October, 2024.

SEAL

Khanh Dac
NOTARY PUBLIC
Wake County, NC
My Commission Expires April 01, 2027

Khanh Dac

Notary Public

My Commission Expires: April 1, 2027

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____

Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

SEAL

Notary Public

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Ralph G. Miller Jr.

Please Print

Ralph G. Miller Jr.
Signature

Please Print

Signature

Please Print

Signature

Please Print

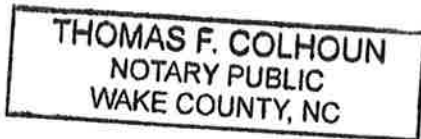
Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Thomas F. Colhoun, a Notary Public for the above State and County,
this the 22 day of October, 2024

Thomas F. Colhoun / Thomas F. Colhoun
Notary Public

SEAL



My Commission Expires: Oct 25, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name N/A

SEAL

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Richard P. Vitek

Please Print


Signature

Please Print

Signature

Please Print

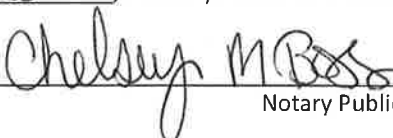
Signature

Please Print

Signature

STATE OF ~~NORTH CAROLINA~~ Michigan
COUNTY OF ~~WAKE~~ Lenawee

Sworn and subscribed before me, Chelsey M Boss, a Notary Public for the above State and County,
this the 25 day of, October, 2024.


Notary Public

My Commission Expires: 10/23/2025

COMPLETE IF A CORPORATION:

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

Corporate Name N/A

SEAL

By: _____

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

In witness whereof, said Non-Profit Corporation has caused this instrument to be executed by its Trustee(s), this
the 16 day of ~~NOVEMBER~~ NOVEMBER, 2024.

Corporate Name NEW HILL BAPTIST CHURCH

SEAL

By: Sharon A. Watson - Trustee
Trustee (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County,
this the 6 day of NOVEMBER, 2024.



Daniel H. Woods
DANIEL H. WOODS Notary Public

My Commission Expires: 11/18/2028

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

In witness whereof, said Non-Profit Corporation has caused this instrument to be executed by its Trustee(s), this
the 6 day of NOVEMBER, 2024.

Corporate Name NEW HILL BAPTIST CHURCH

SEAL

By:

[Signature] - Trustee
Trustee (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H WOODS, a Notary Public for the above State and County,
this the 6 day of NOVEMBER, 2024.

[Signature]
DANIEL H. WOODS Notary Public

My Commission Expires: 11/18/2028



Lying in Buckhorn Township, Wake County, North Carolina, being all of Parcel Identification Numbers 0710835242, 0710837363 , 0710728789 , 0710728789, 0710830487, 0710734325 and 0710724872 and being more particularly described as follows:

Commencing from NGS Monument "Ralph", said monument having NC Grid Coordinates (NAD 83, 2011) Northing: 702481.66 Easting: 2019361.74, thence N78°10'31"W a distance of 753.07' to a 1/2" Existing Iron Pipe (EIP) in the southern line of KD2H, LLC as recorded in Deed Book (D.B.) 19522 Page (Pg.) 2138 and a common corner with Shri Varnii, LLC as recorded in D.B. 17968 Pg. 918, being the Point of Beginning, thence along KD2H southern line the following two (2) courses and distances: 1) N44°45'41" W a distance of 18.35' to a Rebar Set (RBS), 2) S70°04'59" W a distance of 199.83' to a 1/2" Bent EIP on the eastern edge of Lashlee Way, a 60' Private Easement as recorded in Book of Maps (B.M.) 1983 Pg. 110, thence with Lashlee Way the following six (6) courses: 1) S32°16'51" E a distance of 131.39' to a 3/4" EIP, 2) S45°39'37" E a distance of 134.05' to a computed point (CP), 3) S44°11'34" W a distance of 60.00' to a CP, 4) N45°39'37" W a distance of 141.15' to a CP, 5) N32°25'49" W a distance of 144.72' to a Rebar with Cap (RBC), 6) N18°04'17" W a distance of 124.25' to a 3/4" EIP, a common corner with New Hill Baptist Church and Cemetery Trustees as recorded in D.B. 7883 Pg. 739 and Richard C. Burroughs line as recorded in D.B. 13648 Pg. 1873, thence continuing with Burroughs the following five (5) courses and distances: 1) N85°25'05" W a distance of 101.80' to a RBC 2) S04°28'41" W a distance of 119.97' to a 3/4" EIP, a common corner with HB Home Raleigh-Durham, Inc. as recorded in D.B. 19593 Pg. 342, 3) N88°55'05" W a distance of 760.04' to a RBC, 4) N88°55'15" W a distance of 376.10' to a RBC, 5) N00°28'13" E a distance of 460.06' to a RBC, a common corner with KB, Miller and Burroughs, thence with Miller and KB the following two (2) courses and distances: 1) N00°29'07" E a distance of 657.39' to a 1/2" EIP, 2) S87°31'58" E a distance of 1,326.49' to a 1/2" EIP, a common corner with Menage, LLC as recorded in D.B. 19627 Pg. 681 and Miller, thence with Menage the following four (4) courses and distances: 1) S62°21'41" E a distance of 207.13' to a 1/2" EIP, 2) S88°13'19" E a distance of 25.74' to a 5/8" Rebar Found (RBF), 3) S88°13'19" E a distance of 188.24' to a 5/8" RBF on the western right of way of New Hill Olive Chapel Road (Secondary Road 1141), thence S88°13'19" E a distance of 27.50' to a CP in the centerline of New Hill Olive Chapel Road, thence with said centerline the following two (2) courses and distances: 1) S15°05'28" E a distance of 52.21' to a CP, 2) S15°04'23" E a distance of 273.80' to a PK Nail Found (PKF), thence S75°04'05" W a distance of 29.88' to a 5/8" RBF on said western right of way, a common corner with Shri thence with Shri the following three (3) courses and distances: 1) S75°09'13" W a distance of 215.43' to a 1/2" EIP, 2) S11°01'16" W a distance of 321.13' to a 1/2" EIP, 3) S01°26'57" W a distance of 209.96' to a 1/2" EIP, the point of beginning, containing 40.72 Acres more or less.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 63.50 acres project entitled Grace Christian School, located at 308 Thorn Hollow Drive, Annexation No. 794, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

Attachments

- CN3-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN3-A2: Legal Description - Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive
- CN3-A3: Aerial Map - Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive
- CN3-A4: Plat Map - Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive
- CN3-A5: Annexation Petition - Annexation No. 794 - Grace Christian School - 308 Thorn Hollow Drive





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

Annexation Petition No. 794
Grace Christian School – 308 Thorn Hollow Drive – 63.50 acres

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

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

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

This the 13th day of May, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 794
Grace Christian School – 308 Thorn Hollow Drive – 63.50 acres

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

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of May, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 794
Grace Christian School – 308 Thorn Hollow Drive – 63.50 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 27th day of May, 2025.

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

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

This the 13th day of May, 2025

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

Beginning at an existing iron pipe on the northern right of way of US Highway 1 (Public R/W), said pipe having NC grid coordinates (NAD 83 – 2011) of North=711,159.19, East=2,041,910.91, thence from said beginning point leaving said right of way North 89°07'39" West 204.54 feet to an existing iron pipe, thence South 00°50'54" West 32.51 feet to an existing iron pipe on the eastern right of way of Veridea Parkway (SR 1153) (Public R/W), thence leaving said right of way South 53°45'59" West 59.92 feet to a new iron pipe on the western right of way of Veridea Parkway (SR 1153) (Public R/W), thence with said right of way South 35°26'42" East 32.08 feet to a point, thence South 36°28'41" East 300.31 feet to a point on the southern right of way of US Highway 1 (Public R/W), thence leaving Veridea right of way and with US Highway 1 right of way South 58°35'42" West 538.65 feet to a point, thence South 58°38'50" West 528.13 feet to a point, thence leaving said right of way North 31°21'10" West 284.19 feet to an existing iron pipe on the northern right of way of US Highway 1, thence leaving said right of way South 89°09'54" West 343.39 feet to a nail at bent existing iron pipe, thence North 00°24'31" East 125.06 feet to an existing iron pipe, thence North 00°23'27" East 1,192.17 feet to a point, thence North 00°23'27" East 237.59 feet to an existing iron pipe, thence South 88°59'53" East 419.11 feet to a new iron pipe on the western right of way of Veridea Parkway (SR 1153) (Public R/W), thence leaving said right of way South 88°59'53" East 70.79 feet to an existing iron pipe on the eastern right of way of Veridea Parkway (SR 1153) (Public R/W), thence leaving said right of way South 89°00'27" East 1,650.14 feet to a new iron pipe on the centerline of Reedy Creek Branch creek, thence with said centerline South 34°36'28" East 7.04 feet to a point, thence South 74°07'22" East 8.04 feet to a point, thence North 36°18'29" East 34.31 feet to a point, thence South 85°26'07" East 9.54 feet to a point, thence South 32°34'42" East 16.94 feet to a point, thence South 04°25'29" West 55.82 feet to a point, thence North 76°58'16" East 29.73 feet to a point, thence South 63°17'20" East 9.74 feet to a point, thence South 22°31'05" East 33.76 feet to a point, thence South 12°41'41" East 54.11 feet to a point, thence South 22°41'04" East 85.30 feet to a point, thence South 14°01'45" East 44.42 feet to a point, thence South 32°37'44" East 29.52 feet to a point, thence South 11°30'23" East 21.52 feet to a point, thence South 31°18'44" East 34.62 feet to an existing iron pipe on the northern right of way of US Highway 1 (Public R/W), thence leaving said centerline of creek and with said right of way South 58°40'20" West 618.89 feet to a point, thence leaving said right of way South 31°19'40" East 263.39 feet to a point on the southern right of way of US Highway 1 (Public R/W), thence with said right of way South 58°42'52" West 414.94 feet to a point, thence leaving said right of way North 31°17'08" West 263.09 feet to the point and place of beginning, containing 63.50 acres (2,765,943 sq ft) more or less.

Photography Prepared by: Town of Apex Planning Department
April 2025
February 2025 Aerial

Tingen Rd

Irongate

Irongate Dr

River Cir

Annexation #794

Veridea Pkwy

US 1 Hwy SB

US 1 Hwy NB

Prince Dead End Rd

RAMP US 1 SB to NC 540 NB

1

0 500 1,000 Feet

PETITION FOR VOLUNTARY ANNEXATION

Town of Apex, North Carolina



ANNEXATION PETITION SUBMISSION: Applications are due by 12:00 pm on the first business day of each month. See the "[Annexation Petition Schedule](#)" on the website for details.

ANNEXATION FEE: \$300; \$200.00 for well/septic failure

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1. A petition submitted pursuant to North Carolina General Statute 160A-58.1 need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. 62-3(23), or electric or telephone membership corporations.

HARD COPY SUBMITTAL REQUIREMENTS:

- Town of Apex Petition for Annexation with original wet ink signatures. No photocopies or scanned images.
- Petition Fee by one of the following forms of payment:
 - Visa or Master Card (online only);
 - In person: Cash (exact amount only); or
 - Check payable to 'Town of Apex'

ELECTRONIC SUBMITTAL REQUIREMENTS: [GEOCIVIX \(IDT\)](#)

- Town of Apex Petition for Annexation
- Written Metes and Bounds Legal Description: Submit original PDF. Scanned documents will not be accepted.
- Electronic plat submittal (18" x 24")

REVIEW AND APPROVAL PROCESS:

- **SUBMITTAL:** Submit hard copy application with original wet signatures (no photo copies or scanned images) and fee to the Planning Department and upload an electronic copy of the application, legal description and Annexation Plat via [GeoCivix](#).
- **REVIEW BY STAFF:** The Planning Department and Development Services Department review the annexation submission. Comments will be sent to the applicant via email.
- **DESIGNATION OF ANNEXATION NUMBER:** The application is assigned an annexation number once the annexation petition is received.
- **ANNEXATION PLAT SUBMISSION:** After the map and legal description are deemed sufficient by the Town of Apex, the applicant is required to submit three (3) 18"x24" Mylar annexation plats to the Planning Department by the due date on the attached Annexation Schedule.
- **1ST TOWN COUNCIL MEETING:** This Town Council Meeting is typically held the second Tuesday of each month. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.
- **LEGAL ADVERTISEMENT:** A legal advertisement will be published on the Town of Apex's website no more than 25 days and no less than 10 days prior to the date of the public hearing.
- **2ND TOWN COUNCIL MEETING/PUBLIC HEARING:** This Town Council Meeting is typically held the fourth Tuesday of each month. The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Apex.
- **RECORDATION:** If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plats recorded at the Wake County or Chatham County Register of Deeds, as appropriate. Wake County or Chatham County will keep one of the recorded plats, one copy will be returned to the Planning Department, and the surveying company is given the remaining recorded Annexation Plat.

FOR WELL AND/OR SEPTIC FAILURES:

If the purpose of the petition is to connect to public water and/or sewer, contact Water Resources Program Coordinator Jessica Sloan at 919-372-7478 or jessica.sloan@apexnc.org to confirm that public water and/or sewer is available to the property. In order to receive public water and/or sewer services from the Town of Apex, refer to the checklist of items below to assist with obtaining one or both of these services:

- Apply for a plumbing permit with the Building Inspections and Permitting Department.
- The plumbing permit and associated costs for water and/or sewer will be included with the permit.

Please refer to the [Town of Apex Fee Schedule](#) for the list of current fees.

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: _____
Fee Paid \$ _____

Submittal Date: _____
Check # _____

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Greater Raleigh Area Christian Education, Inc.

0741-11-9629 & 0741-01-9204

Owner Name (Please Print)

Property PIN or Deed Book & Page #

(919) 747 - 2020
Phone

SBradley@GraceChristian.net
E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

Owner Name (Please Print)

Property PIN or Deed Book & Page #

Phone

E-mail Address

SURVEYOR INFORMATION

Surveyor: Stephen B Mullins

Phone: 919.238.0463

Fax: _____

E-mail Address: smullins@withersravenel.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 63.50
Population of acreage to be annexed: 0
Existing # of housing units: 0
Proposed # of housing units: 0
Zoning District*: RR

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐
Need sewer service due to septic system failure ☐
Water service (new construction) ☒
Sewer service (new construction) ☒
Receive Town Services ☐

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its
Secretary by order of its Board of Directors, this the 19 day of November, 20 24.

Corporate Name

Greater Raleigh Area Christian Education, Inc

SEAL

By:

Eric R...
President (Signature)

Attest:

Jennifer B. S. Jack
Secretary (Signature)

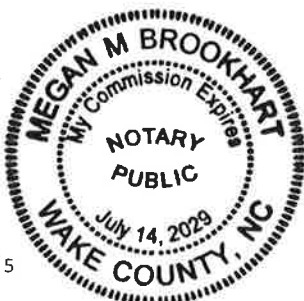
STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Megan M. Brookhart, a Notary Public for the above State and County,
this the 19th day of November, 20 24.

Megan M. Brookhart
Notary Public

SEAL

My Commission Expires: 07/14/2029



PETITION FOR VOLUNTARY ANNEXATION

Application #: _____

Submittal Date: _____

COMPLETE IF IN A LIMITED LIABILITY COMPANY

In witness whereof, _____ a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this the ____ day of _____, 20____.

Name of Limited Liability Company _____

By: _____
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

COMPLETE IF IN A PARTNERSHIP

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

Name of Partnership _____

By: _____
Signature of General Partner

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for May 27, 2025, on the Question of Annexation - Apex Town Council's intent to annex 23.979 acres project entitled Courtyards on Wimberly, located on Wimberly Road, Annexation No. 795, into the Town Corporate limits.

Approval Recommended?

Yes

Item Details

The Town Clerk certifies to the investigation of said annexation.

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

Attachments

- CN4-A1: Resolution Directing the Town Clerk to Investigate Petition
 - Certificate of Sufficiency by the Town Clerk
 - Resolution Setting Date of Public Hearing
- CN4-A2: Legal Description - Annexation No. 795 - Courtyards on Wimberly - 23.979 acres
- CN4-A3: Aerial Map - Annexation No. 795 - Courtyards on Wimberly - 23.979 acres
- CN4-A4: Plat Map - Annexation No. 795 - Courtyards on Wimberly - 23.979 acres
- CN4-A5: Annexation Petition - Annexation No. 795 - Courtyards on Wimberly - 23.979 acres





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

Annexation Petition No. 795
Courtyards on Wimberly – Wimberly Road – 23.979 acres

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

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

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

This the 13th day of May, 2025.

Jacques K. Gilbert
Mayor

ATTEST:

Allen L. Coleman, CMC, NCCCC
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition No. 795
Courtyards on Wimberly – Wimberly Road – 23.979 acres

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

I, Allen L. Coleman, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 13th day of May, 2025.

Allen L. Coleman, CMC, NCCCC
Town Clerk

(Seal)



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

Annexation Petition No. 795
Courtyards on Wimberly – Wimberly Road – 23.979 acres

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

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

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

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on the 27th day of May, 2025.

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

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

This the 13th day of May, 2025

Jacques K. Gilbert, Mayor

ATTEST:

Allen L. Coleman, Town Clerk

Attachment: Legal Description

**Legal Description
Annexation Area
23.979 Acres**

Situated in the State of North Carolina, County of Wake, Township of White Oak, and being all of that 5.37 acre tract conveyed to Stephen F. Lambert and Mackie W. Lambert of record in Deed Book 17127, Page 1888 and all of that 9.74 acre tract conveyed to Mackie Lambert of record in Deed Book 10567, Page 2337 and all of that 8.86 acre tract conveyed to Michael G. Guadagno Trustee Michael G. Guadagno Living Trust of record in Deed Book 16273, Page 1728, and being more particularly bounded and described as follows:

Beginning at an iron pipe found in the easterly right-of-way of Wimberly Road (State Route 1603), being the southeasterly corner of said 8.86 acre tract, the northwesterly corner of a 2.33 acre tract conveyed to Craig A. and Debra Martin Thalhamer of record in Deed Book 4677, Page 819; and having North Carolina State Plane Coordinates (NAD 83—2011 Adjustment): Northing 733629.4520, Easting 2022300.0900;

Thence with the easterly right-of-way of said Wimberly Road, the following courses and distances;

N 43° 03' 46" W, a distance of **77.05 feet** to an iron pin set;

N 44° 25' 36" W, a distance of **193.72 feet** to an iron pin set;

With a curve to the right, having a chord bearing and distance of **N 41° 00' 29" W**, **354.20 feet**, a radius of **2,970 feet**, a central angle of **6° 50' 13"**, and an arc length of **354.41 feet** to an iron pin set;

N 37° 35' 23" W, a distance of **36.49 feet** to an iron pin set;

N 35° 23' 45" W, a distance of **49.81 feet** to an iron pin set;

With a curve to the right, having a chord bearing and distance of **N 28° 46' 09" W**, **175.41 feet**, a radius of **760.00 feet**, a central angle of **13° 15' 13"**, and an arc length of **175.80 feet** to an iron pin set;

N 22° 08' 32" W, a distance of **152.08 feet** to an iron pin set;

N 21° 19' 47" W, a distance of **77.15 feet** to an iron pin set;

With a curve to the right, having a chord bearing and distance of **N 11° 52' 45" W**, **121.51 feet**, a radius of **370.00 feet**, a central angle of **18° 54' 04"**, and an arc length of **122.06 feet** to an iron pin set at the southwesterly corner of a 3.26 acre tract conveyed to Staley C. Smith, Haley S Hoffler, Marlou S. Bacon, and Martha M. Smith of record in Deed Book 14511, Page 1760, the northwesterly corner of said 5.37 acre tract;

Thence, **S 88° 41' 02" E**, with the common line of said 5.37 acre tract, and said 3.26 acre tract, a distance of **1,138.04 feet** to an iron pin found at the southeast corner of said 3.26 acre tract, the southwest corner of a 2.95 acre tract conveyed to The Trails and Estates at Lake Castleberry Community Association, Inc. of record in Deed Book 19320, Page 2228;

Thence, **S 88° 47' 45" E**, with the common line of said 5.37 acre tract, and said 2.95 acre tract, a distance of **76.76 feet**, to an iron pin found at the southeast corner of said 2.95 acre tract, the northeast corner of said 5.37 acre tract, on the westerly line of a 1.58 acre tract conveyed to Staley C. Smith, Haley S Hoffler, Marlou S. Bacon, and Martha M. Smith of record in Deed Book 14511, Page 1760;

Thence, **S 10° 48' 17" E**, with the common line of said 5.37 acre tract, and said 1.58 acre tract, a distance of **19.42 feet**, to an iron pin found at the southeast corner of said 5.37 acre tract, the northeast corner of said 9.74 acre tract;

Thence with the common line of said 9.74 acre tract and said 1.58 acre tract, the following courses and distances;

S 10° 42' 53" E, a distance of **157.86 feet** to an iron pin found;

S 79° 23' 48" W, a distance of **19.99 feet** to an iron pin found;

S 10° 40' 39" E, a distance of **190.07 feet** to an iron pin found at the southeast corner of said 9.74 acre tract, the northeast corner of said 8.86 acre tract, the southwest corner of said 1.58 acre tract, the northwest corner of a 1.40 acre tract conveyed to North Carolina Department of Transportation in Deed Book 6660, Page 194;

Thence with the common line of said 8.86 acre tract and said 1.40 acre tract, the following courses and distances;

S 10° 37' 49" E, a distance of **209.89 feet** to an iron pin set;

N 79° 21' 00" E, a distance of **10.00 feet** to an iron pin set;

S 10° 41' 10" E, a distance of **447.64 feet** to an iron pin found at the southeast corner of said 8.86 acre tract, the southwest corner of said 1.40 acre tract, northeast corner of said 2.33 acre tract;

Thence, **N 88° 26' 07" W**, with the common line of said 8.86 acre tract, and said 2.33 acre tract, a distance of **728.33 feet**, to the **Point of Beginning**, and containing **23.979 acres** of land, more or less, as calculated by the above courses. Subject, to all legal restrictions, easements and/or right-of-way.

The above description was prepared by James D. Whitacre, P.L.S. L-5273 on November 27, 2024. This description is based on existing records from the Wake County Register of Deeds and an actual field survey by Advanced Civil Design, Inc. in October, 2024.

The **Basis of Bearings** used in this description is based upon monuments established by the National Geodetic Survey (NAD 83, 2011 Adjustment) and was determined using GPS equipment and procedures.

All references used in this description can be found at the Register of Deeds, Wake County, North Carolina.

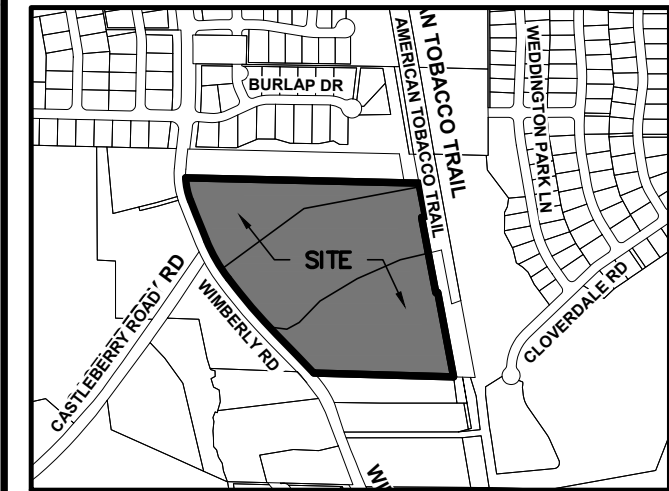
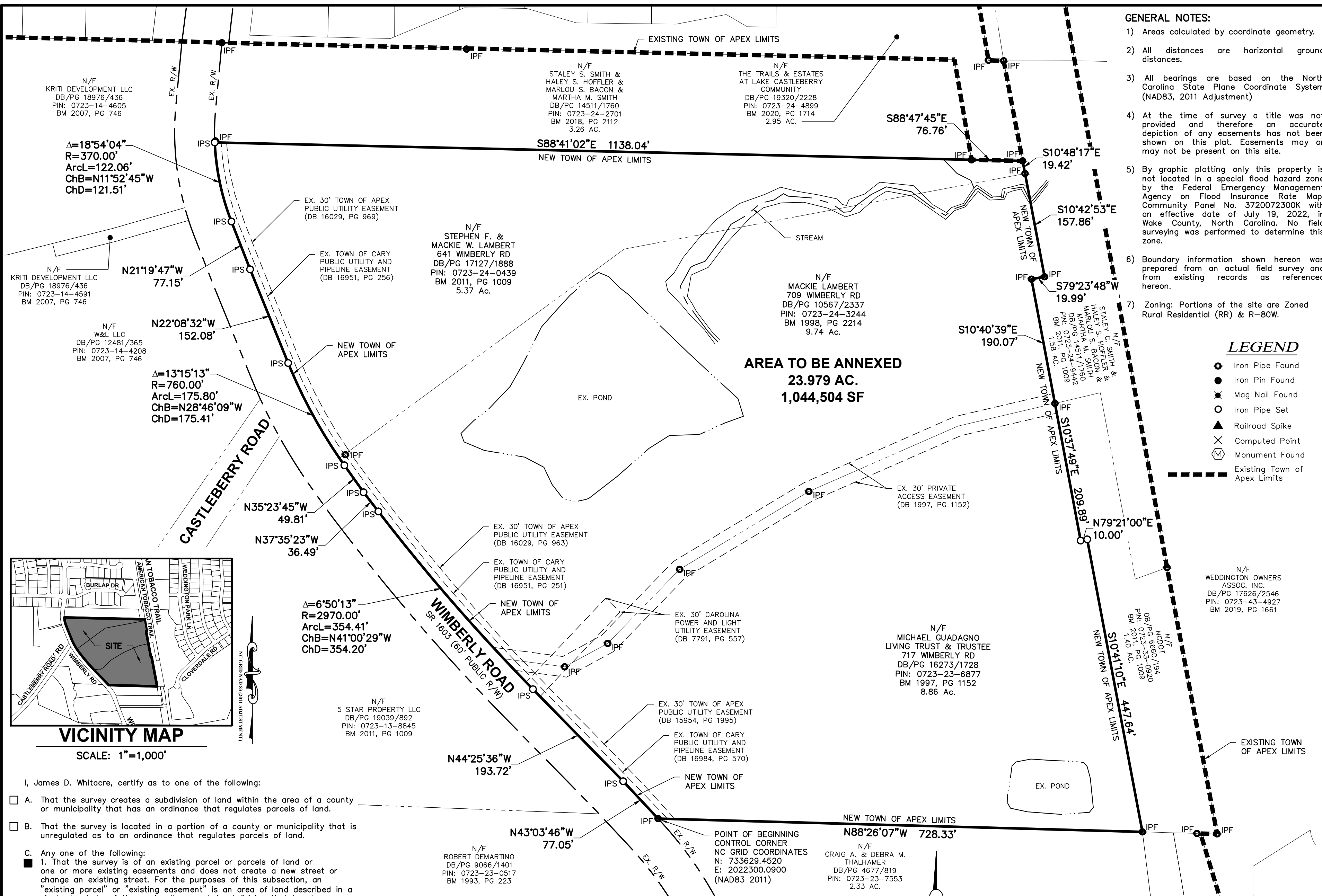
For further description see map entitled Annexation Plat for the Town of Apex prepared by Advanced Civil Design, Inc., James D. Whitacre, P.L.S. L-5273, said map dated _____ and recorded in the Office of the Register of Deeds of Wake County in Book of Maps _____, Page _____.

ADVANCED CIVIL DESIGN, INC.
James D. Whitacre, PE, PLS
51 Kilmayne Drive, Suite 102
Cary, NC 27511
919-460-2024

Photography Prepared by: Town of Apex Planning Department
April 2025
February 2025 Aerial



Annexation #795



VICINITY MAP

SCALE: 1"=1,000'

I, James D. Whitacre, certify as to one of the following:

- ☐ A. That the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☐ B. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- ☐ C. Any one of the following:
- ☒ 1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single, legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.
- ☐ 2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
- ☐ 3. That the survey is a control survey. For the purposes of this subsection, a "control survey" is a survey that provides horizontal or vertical position data for support or control of other surveys or for mapping. A control survey, by itself, cannot be used to define or convey rights or ownership.
- ☐ 4. That the survey is of a proposed easement for a public utility as defined in G.S. 62-3.
- ☐ D. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
- ☐ E. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to provisions contained in (a) through (d) above.

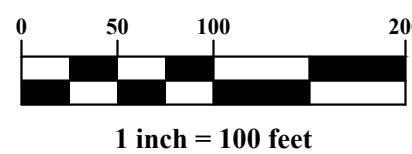
I, James D. Whitacre, a surveyor licensed under the provisions of Chapter 89C of the North Carolina General Statutes, do hereby certify that this Plat was drawn under my supervision from an actual survey made under my supervision from references as noted on said plat. That the ratio of precision as calculated from coordinates is 1/10,000, that the boundaries not surveyed are shown as broken lines plotted from cited references, and that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my hand and official seal this 7th day of April, 2025.

James D. Whitacre
Professional Surveyor L-5273



GRAPHIC SCALE



Town Clerk Certification Statement:

Annexation # _____

I, Allen Coleman, CMC, NCCC, Town Clerk, Apex, North Carolina certify that this is a true and exact map of annexation adopted the _____ day of _____, 20____, by the Town Council. I set my hand and seal of the Town of Apex, _____ Day/Month/Year

Allen Coleman, CMC, NCCC, Town Clerk

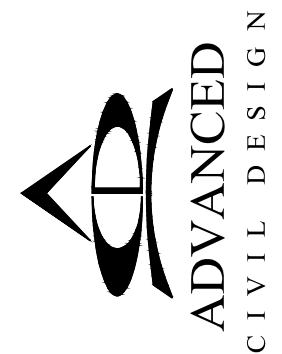
- GENERAL NOTES:**
- 1) Areas calculated by coordinate geometry.
 - 2) All distances are horizontal ground distances.
 - 3) All bearings are based on the North Carolina State Plane Coordinate System (NAD83, 2011 Adjustment)
 - 4) At the time of survey a title was not provided and therefore an accurate depiction of any easements has not been shown on this plat. Easements may or may not be present on this site.
 - 5) By graphic plotting only this property is not located in a special flood hazard zone by the Federal Emergency Management Agency on Flood Insurance Rate Map, Community Panel No. 3720072300K with an effective date of July 19, 2022, in Wake County, North Carolina. No field surveying was performed to determine this zone.
 - 6) Boundary information shown hereon was prepared from an actual field survey and from existing records as referenced hereon.
 - 7) Zoning: Portions of the site are Zoned Rural Residential (RR) & R-80W.

LEGEND

- Iron Pipe Found
- Iron Pin Found
- ✕ Mag Nail Found
- Iron Pipe Set
- ▲ Railroad Spike
- ✕ Computed Point
- Ⓜ Monument Found
- Existing Town of Apex Limits

FIRM # C-2798

51 Kilmayne Drive
Suite 102
Cary, North Carolina 27511
ph 919.481.6290
fax 919.336.5127



SATELLITE ANNEXATION MAP

**FOR THE
TOWN OF APEX**

ADDRESSES: 641, 709 AND 717 WIMBERLY ROAD PINS: 0723-24-0439, 0723-24-3244 and 0723-23-6877
White Oak Township
Wake County, NC

Revisions:

Date: 04/07/2025

Drawn By:
JRR

Scale:
1" = 100'

Project Number:
22-0014-504

Sheet Number:

1 / 1

RECORDED IN BOOK OF MAPS _____, PAGE _____, WAKE COUNTY REGISTRY

PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 795
Fee Paid: \$ 300.00

Submittal Date: 12-5-2024
Check #: CC

TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, ☒ Wake County, ☐ Chatham County, North Carolina.
2. The area to be annexed is ☒ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

OWNER INFORMATION

Mackie W. Lambert & Stephen F. Lambert

Owner Name (Please Print)

919-450-8991

Phone

Mackie Lambert

Owner Name (Please Print)

Phone Michael G. Guadagno, and Michael G. Guadagno, Trustee, or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto.

Owner Name (Please Print)

716-830-6757

Phone

0723240439

Property PIN or Deed Book & Page #

stevelambert379@gmail.com

E-mail Address

0723243244

Property PIN or Deed Book & Page #

E-mail Address

0723236877

Property PIN or Deed Book & Page #

mquadagnoassociates@gmail.com

E-mail Address

SURVEYOR INFORMATION

Surveyor: Jack Royal c/o Advanced Civil Design

Phone: 919.535.4058

Fax: _____

E-mail Address: jroyal@advancedcivildesign.com

ANNEXATION SUMMARY CHART

Property Information

Total Acreage to be annexed: 23.979
Population of acreage to be annexed: _____
Existing # of housing units: 0
Proposed # of housing units: 61
Zoning District*: PUD-CZ

Reason(s) for annexation (select all that apply)

Need water service due to well failure ☐
Need sewer service due to septic system failure ☐
Water service (new construction) ☒
Sewer service (new construction) ☒
Receive Town Services ☐

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

PETITION FOR VOLUNTARY ANNEXATION

Application #: 795

Submittal Date: 12-5-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Mackie W. Lambert

Please Print

Mackie W. Lambert

Signature

Mackie Lambert

Please Print

Mackie Lambert

Signature _____

Please Print

Signature

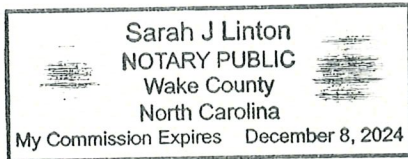
Please Print


Signature _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Sarah J Linton, a Notary Public for the above State and County,
this the 27th day of, November, 2024.

SEAL




Notary Public

Notary Public

My Commission Expires: December 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

President (Signature)

Secretary (Signature) _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires:

PETITION FOR VOLUNTARY ANNEXATION

Application #: 795

Submittal Date: 12-5-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Stephen F. Lambert

Please Print

[Signature]
Signature

Please Print

Signature

Please Print

Signature

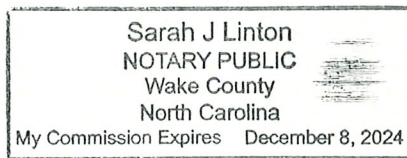
Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Sarah J Linton, a Notary Public for the above State and County,
this the 27th day of November, 2024.

SEAL



[Signature]
Notary Public

My Commission Expires: December 8, 2024

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____
President (Signature)

Attest:

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

PETITION FOR VOLUNTARY ANNEXATION

Application #: 795

Submittal Date: 12-10-2024

COMPLETE IF SIGNED BY INDIVIDUALS:

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

Michael G. Guadagno, and Michael G. Guadagno, Trustee, or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto

Please Print

Signature

Please Print

Signature

Please Print

Signature

Please Print

Signature

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Sworn and subscribed before me, Patricia L. Bryans, a Notary Public for the above State and County, this the 4th day of December, 2024.

Notary Public

SEAL
PATRICIA L. BRYANS
Notary Public, State of New York
No. 01BR6030920
Qualified in Niagara County
Commission Expires September 20, 2025

My Commission Expires: September 20, 2025

COMPLETE IF A CORPORATION:

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

Corporate Name _____

SEAL

By: _____

Attest: _____

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

Notary Public

SEAL

My Commission Expires: _____

AFFIDAVIT OF OWNERSHIP

Application #: 795

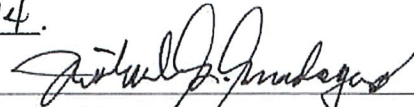
Submittal Date: 12-5-2024

Michael G. Guadagno, and Michael G. Guadagno, Trustee or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto

The undersigned, (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 717 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated January 16, 2016, and recorded in the Wake County Register of Deeds Office on January 25, 2016, in Book 16273 Page 1728.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on January 25, 2016, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on January 25, 2016, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 28th day of November, 2024.



(seal)

Michael G. Guadagno, and Michael G. Guadagno, Trustee, or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto

Type or print name

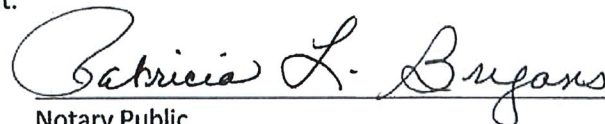
STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned, a Notary Public in and for the County of Niagara, hereby certify that Michael Guadagno, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's _____, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

PATRICIA L. BRYANS
Notary Public, State of New York
No. 013R6030920
Qualified in Niagara County
Commission Expires September 20, 2025

[NOTARY SEAL]



Notary Public

State of North Carolina

My Commission Expires: 9/20/2025

AGENT AUTHORIZATION FORM

Application #:

795

Submittal Date:

12-5-2024

Michael G. Guadagno, and Michael G. Guadagno, Trustee, or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto

is the owner* of the property for which the attached

application is being submitted:

- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☒ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☒ Other: Annexation Petition

The property address is:

717 Wimberly Rd., Apex NC 27523

The agent for this project is:

Jason Barron

☐ I am the owner of the property and will be acting as my own agent

Agent Name:

Jason Barron

Address:

434 Fayetteville Street, Suite 2200, Raleigh, NC 27601

Telephone Number:

(919) 590-0371

E-Mail Address:

jbarron@morningstarlawgroup.com

Signature(s) of Owner(s)*

Michael G. Guadagno

Michael G. Guadagno, and Michael G. Guadagno, Trustee, or his successors in trust, under the MICHAEL G. GUADAGNO LIVING TRUST AGREEMENT, dated December 21, 2015, and any amendments thereto

Type or print name

11-28-2024

Date

Type or print name

Date

Attach additional sheets if there are additional owners.

*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

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

- April 8, 2025 - Regular Town Council Meeting Minutes
- April 15, 2025 - Town Council Work Session Minutes
- April 22, 2025 - Regular Town Council Meeting Minutes

Approval Recommended?

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

Item Details

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

Attachments

- CN5-A1: **DRAFT** Minutes - April 8, 2025 - Regular Town Council Meeting Minutes
- CN5-A2: **DRAFT** Minutes - April 15, 2025 - Town Council Work Session Minutes
- CN5-A3: **DRAFT** Minutes - April 22, 2025 - Regular Town Council Meeting Minutes



DRAFT MEETING MINUTES

**TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, APRIL 8, 2025
6:00 PM**

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, April 8th, 2025 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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

<https://www.youtube.com/watch?v=AKSez2jbuF0>

[ATTENDANCE]

Elected Body

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

Town Staff

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

All other staff members will be identified appropriately below

[COMMENCEMENT]

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

Mayor Gilbert said that there was ministries and faith organization attending and invited Pastor John McDonald of World Seasons Ministries to deliver the invocation and for a moment of peace. He then led those in attendance with the Pledge of Allegiance.

[CONSENT AGENDA]

A **motion** was made by **Councilmember Killingsworth**, seconded by **Councilmember Mahaffey**, approve the Consent Agenda as presented.

VOTE: UNANIMOUS (5-0)

CN1 Advisory Board Attendance Report 2025 - Quarter 1

Council voted to accept the resident advisory board attendance reports for quarter one, which includes January, February, and March, of calendar year 2025.

CN2 Agreement - Utilities Infrastructure Reimbursement Agreement - Chatham County and Town of Apex - Apex Gateway Partnership Project (CONT-2025-099)

Council voted to approve a Utilities Infrastructure Reimbursement Agreement between Chatham County and the Town of Apex for a one-time reimbursement of \$300,000 of public infrastructure costs (paid to the Town of Apex), and authorize the Town Manager or their designee, to execute on behalf of the Town.

CN3 Annexation No. 789 - Chinese Christian School - Secluded Acres Road - 4.72 acres (REF: RES-2025-014, RES-2025-015, and OTHER-2025-030)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for April 22, 2025, on the Question of Annexation - Apex Town Council's intent to annex 4.72 acres project entitled Chinese Christian Mission Church, and located on Secluded Acres Road, Annexation No. 789, into the Town Corporate limits.

CN4 Annexation No. 801 - Apex Light Industrial - 0 Creekbird Road - 3.19 acres (REF: RES-2025-016, RES-2025-017, and OTHER-2025-031)

Council voted to adopt a Resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk, and to adopt a Resolution Setting the Date of a Public Hearing for April 22, 2025, on the Question of Annexation - Apex Town Council's intent to annex 3.19 acres project entitled Apex Light Industrial, and located on Creekbird Road, Annexation No. 801, into the Town Corporate limits.

CN5 Council Meeting Minutes - Various

Council voted to approve Meeting Minutes from the following meetings:
February 12, 2025 - Town Council Retreat Day One
February 13, 2025 - Town Council Retreat Day Two
March 11, 2025 - Regular Town Council Meeting Minutes

CN6 Encroachment Agreement - 1461 Hasse Avenue (REF: CONT-2025-100)

Council voted to approve an Encroachment Agreement between the Town of Apex and property owner, Pulte Home Company, LLC, to install a driveway that will encroach 84 square

feet (SF) onto the Public Drainage Easement, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN7 Encroachment Agreement - Huxley Open Space - 0 Hasse Avenue (REF: CONT-2025-101)

Council voted to approve an Encroachment Agreement between the Town of Apex and property owner, Pulte Home Company, LLC, to install a sidewalk that will encroach 9 square feet (SF) onto the Public Drainage Easement and to authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN8 Fiscal Policy Guideline Amendments - Budget Targets, Debt Targets, Fund Balance, Cash and Investments, and Utility Fund Targets (REF: PLCY-2025-004)

Council voted to approve the amendments to the Fiscal Policy Guidelines for the Town of Apex.

CN9 Human Resources (HR) Policy Updates - Town Personnel Policies - Define Immediate Family and Clarify Secondary Employment with the Town (REF: PLCY-2025-005)

Council voted to amend the Personnel Policies for the Town of Apex effective April 08, 2025.

CN10 Property Acquisition - 0 Pristine Water Drive - 0.9468 acres (REF: CONT-2025-102)

Council voted to approve the acquisition of property located at 0 Pristine Water Drive (Recombination Plat Pin No 0741-93-8441 and 0741-93-2178) in Apex, North Carolina, for a purchase price of \$15,000.00, to authorize the Town Attorney or Town Manager make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN11 Property Acquisition - 0 Tingen Road - 5.5926 acres (REF: CONT-2025-103)

Council voted to approve the acquisition of property located at, 0 Tingen Road (PIN No. 0731-70-6441) in Apex, North Carolina, for a purchase price of \$135,000.00, to authorize the Town Attorney and Town Manager to make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

[UPDATES BY TOWN MANAGER]

Town Manager Vosburg gave updates on the following:

- **Housing Plan Update** - Resident Roundtables, April 13th 2:00 p.m. - 3:00 p.m. and 5:30p-7:00 p.m. at Apex United Methodist Church
- **Pig Fest** - April 11th and 12th at Apex Town Hall (new location due to Saunders lot construction)
- **Budget Work Session** - Next week at 3:30 p.m. in the Council Chambers
- **Good Friday** - April 18th Town Hall is closed
- **Bid openings - Solar Bid Opening** - Thursday, April 10th; Tunstall House, bids due May 8th

- 1 - **Telecommunicators Week** - April 13th - 19th (Proclamation to follow)
- 2 - **Advisory Board Recruitment** - Information on Town website, search for Advisory
- 3 Boards and the Town Clerk's office can assist with applications or any questions.
- 4 - **Utility Bill Review Update** - Simulation is complete for cycle 1, and data is currently
- 5 being compared. A simulation is planned for next week for cycle 2 and a data
- 6 comparison is planned for the following week and then we will brief the Council and
- 7 Public Communication will go out. A finalized report is expected in about 3 weeks. He
- 8 said from there, they would brief Council individual, then brief the public on the
- 9 findings.

10
11 **Mayor Gilbert** thanked Town Manager Vosburg and asked if there were any questions,
12 and with no questions he moved to Presentations.

13
14 **[PRESENTATIONS]**

15
16 **PR1 ADDED - Special Recognition - Cub Scout Pack 312**

17
18 **Mayor Gilbert** asked Councilmember Mahaffey to speak about the Cub Scouts'
19 special recognition.

20
21 **Councilmember Mahaffey** said that there was a special award for the Cub Scout Pack
22 312. He said that the Pack had won the NC Cardinal District Pinewood Derby held on March
23 1st. He invited them up to accept the award and take pictures.

24
25 **PR2 Proclamation - Child Abuse Prevention Month 2025 - April 2025 (REF: PRO-**
26 **2025-010)**

27
28 **Mayor Gilbert** and the rest of Council read the Child Abuse Prevention Month
29 Proclamation in unity.

30
31 **Mayor Gilbert** invited Danica Coleman, Town of Apex Police Department Victim
32 Advocate, Karen Morant, Wake County Western Health and Human Services Director to
33 receive the proclamation.

34
35 **PR3 Proclamation - National Public Safety Telecommunications Week 2025 - April 13**
36 **through April 19, 2025 (REF: PRO-2025-011)**

37
38 **Mayor Gilbert** and the rest of the Town Council, read the Proclamation for National
39 Public Safety Telecommunications Week 2025. He then invited up James, Nehaus,
40 Emergency Communications Center Manager, Shawn Williams, Kylie Rhodes, Jerrica Cole,
41 Kim Wylie, Harley Ciccarelli, Janera Cumbo, and Priestly Law to receive the proclamation and
42 take pictures.

PR4 Proclamation - Nepal Day 2025 - Saturday, April 19, 2025 (REF: PRO-2025-012)

Mayor Gilbert and the rest of the Town Council, read the Proclamation for Nepal Day 2025 He then invited Niveeta Sharma, Bikash Shakya, Bikram Gautam, Dadin Pandey and Ishwor Dhakall to come up and accept the proclamation and take pictures.

Niveeta Sharma with NCNC spoke about the honor of representing the Nepali community in North Carolina. She spoke about the significance of April, and they are celebrating the new year of 2082 on the Nepali calendar. She invited everyone to the Nepal parade and celebration on April 19th.

PR5 Think Apex Awards - 2025

Mayor Gilbert invited Brianne Gill to give the presentation.

Brianne Gill, Community Engagement Manager, Comm. Dev. And Neighborhood. Conn. Department thanked all for the Think Apex Award. She gave the following presentation and awards for the contributions being made to the Apex Community.

[SLIDE 1]



1 [SLIDE 2]



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3 [SLIDE 3]



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5 [SLIDE 4]



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1 [SLIDE 5]



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3 [SLIDE 6]



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5 [SLIDE 7]



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1 [SLIDE 8]



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3 [SLIDE 9]



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5 [SLIDE 10]



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1 [SLIDE 11]



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3 [SLIDE 12]



4
5 [SLIDE 13]



6

[SLIDE 14]



Ms. Gill thanked the Town of Apex and all for coming and congratulated all of the nominees and winners. She said that she would like to encourage all to continue to embrace and foster a local mindset by being intentional about supporting and investing in the unique qualities of Apex. She invited all of the winners up for pictures. I

Mayor Gilbert congratulated all of the winners and thanked Ms. Gill for putting all of this together. He then moved to the Regular Agenda.

[REGULAR MEETING AGENDA]

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

VOTE: UNANIMOUS (5-0)

Mayor Gilbert then moved the meeting to Public Forum.

[PUBLIC FORUM]

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

First to speak was **Dawn Cozzolino** of 3623 Bosco Road:

"Good Evening Mayor Gilbert and Town Council. Tonight, I want to make sure that the community is aware of the Wake County Public Schools. They're going to be having public budget hearing meetings; these are all happening tonight in Cary and over the next week. So just some background, Superintendent Robert Taylor has proposed over a \$60 million budget increase over last year's budget, and this is, due to, or as he stated, was due to, over

1 the four new schools that are being built or in construction in progress, new school
2 enrollment, and employee benefits. So, this would be an opportunity for folks, for everyone
3 to be heard and provide their input, on behalf of our community and our students. He didn't
4 sugarcoat it either. And he said that hard cuts will need to be made. So, understand, you
5 know, these budgets don't have much fixed, they're all fixed costs. There's really no
6 discretion. So, the hard cuts are going to come in terms of people losing jobs and other
7 resources that won't be provided. So, as I mentioned, Cary's hosting this meeting tonight, but
8 there are three other meetings I hope you can join and take part in, the next meeting, and
9 they all take place between 6:15 and 8:15 at night, April 11th at Fuquay-Varina Middle, April
10 16th at Abbotts Creek Elementary and that's in Raleigh, and April 23rd at Southeast Raleigh
11 YMCA, and that's in Raleigh again. So, no Apex in here. So, you know, maybe next time.
12 Back to how this fits with the Town Council. So, when you continue approving all growth,
13 okay, the developers and all growth, you do in fact increase the town revenues, and that's an
14 important thing to grow the town. However, the burden also increases in other areas, and I
15 want to bring that to your attention. So those areas are traffic, congestion, and of course yes,
16 the schools are impacted, because we have school caps and we have school reassignments.
17 And that's really too much disruption, for kids in their development years to go through and
18 to the families and communities that love them. So please reconsider when you're approving
19 developments that you're not exploding beyond the means of our roads and our schools.
20 Thank you."

21
22 **Mayor Gilbert** thanked the speaker and called the next speaker.

23
24 The next to speak was **Reverend Kara Matthews** of 3509 Pony Soldier Drive:

25 "Would the other housing advocates who are joining me tonight please raise their
26 hands? Okay. I'm concerned about the lack of affordable housing choices in Apex. I believe
27 that solving the problem requires that elected officials, town staff, and community members
28 collaborate on creative approaches to increase housing choices that are affordable for all
29 low- to moderate-income households. That is, households with annual incomes of less than
30 \$30,000 and up to 80% of the area median income, which in 2024 was about \$78,000 for a
31 family of two and \$98,000 for a family of four. One of the gifts of serving as a pastor is being
32 invited into the sacred goggles of people's hearts. We are never guaranteed entrance into
33 people's stories. And so, when God allows us sacred space whereby someone trusts us
34 enough to tell their story, we know that we are on hallowed ground. I have the profound
35 privilege of working with survivors of human trafficking and domestic violence. I am in awe of
36 their strength, candor, and resilience. And with each day, they place one foot in front of the
37 other and find fortitude where others might not. They deal with complex trauma, and one of
38 the ongoing issues for them is to place that trauma in the background and not allow it to
39 creep into their daily interactions and lives. It's not easy, as you might well imagine. I'm here
40 tonight to share some of their stories and their plight to obtain affordable housing. Survivor A
41 moved into a beautiful home with her daughter and had access to one of our amazing

1 schools in Apex. Unfortunately, she became infirm with COVID during the time when many of
2 us did, and as a result, she was not able to work for a couple of weeks, which meant that she
3 was not receiving compensation from her employer. When she finally returned to work, she
4 was so delinquent in her bills that she just couldn't see a way out. She had even
5 contemplated returning to her trafficker regardless of the risk that it posed to her. Sadly, this
6 family was evicted. The survivor is now living 40 minutes away from her child's school and
7 makes the commute each morning and each afternoon so that her child can remain in the
8 school. Survivor B was living unhoused for about six months. The survivor began working with
9 an organization to embark upon moving into one of the apartment complexes we have in
10 Apex. Unfortunately, the survivor had an immensely difficult day. Survivors can experience
11 pop-up trauma anytime and anyplace. It can be an ordinary experience that erects a
12 traumatic event, and it leaves them completely disassociating and unable to cope with the
13 present reality. This caused a cessation of everything. The survivor missed work, and without
14 a couple of days of income, the apartment moved further away from becoming a true reality.
15 And the survivor said, "The rent is just too high, so I think I'll just stay where I am." She's now
16 subject to being trafficked again, because of course, living unhoused makes her incredibly
17 vulnerable. My final story for tonight is Survivor C, who is another single mom with two
18 children. They were in an apartment in Apex, and it was perfect for the family. But each year,
19 the landlord would increase the rent, and it finally got to the point where they just couldn't
20 stay there anymore. They relocated to another place, but she said it reminded her of the
21 place where she was trafficked. So recently, she and her children relocated yet again, and the
22 community is 45 minutes away. But she said it doesn't trigger her trauma, and the rent is
23 affordable. In each of these cases, they wanted to be in Apex because of the quality of life,
24 but the affordability was not plausible for them. I do hope that we as a community can work
25 together to create affordable housing, because our community does represent some truly
26 extraordinary opportunities for individuals who would otherwise be unseen. Thank you."

27 **Mayor Gilbert** thanked the speaker and called the next speaker.
28

29 The next to speaker was **Mark Stohlman** at 225 Flat Rail Trail of Cary:

30 "Good evening, Mayor Gilbert and Town Councilmembers. It's an honor to be here,
31 I'm Mark Stohlman. I live at 225 Flat Rail Trail in the beautiful suburb of Apex called Cary. So,
32 Morrisville kicked me out a few years ago, been living downtown Cary for the last four and a
33 half years now. But before I say that I would like to thank you all. Those proclamations you, I
34 love the way you did it, they were heartfelt, they meant a lot, particularly the Nepal Day. It's a
35 good group of people and, I was always honored to help with that also. So, thank you very
36 much. And lastly, not lastly, but thank you also for the cricket pitch that you put up in Jaycee
37 Park. I try to get Mayor Gilbert out there to play a couple times. We'll get you out there, we'll
38 get you hitting those boundaries before you know it. But, anyway, thanks again for your
39 service. I'm actually here tonight to talk about a little lighter subject. I'm a little humbled

1 following the school budget discussions and affordable housing. And this is maybe a little bit
2 of a lighter subject, but I think it's pretty important for the town and its future, and that's the
3 social district that you're contemplating. Cary's had a social district for the last year and a half.
4 My neighborhood literally goes up to the boundary of it. I am at the social district line in the
5 Town of Cary and I just wanted to set your expectations on what you may or may not expect
6 or what will happen when this social district goes into effect. There are probably 50 to 60
7 social districts in North Carolina right now. It's very popular. I don't blame you guys for
8 looking at it. It's a lot of fun to have. It's a great selling point for the town. There's music
9 involved and have those things.. The reality is, living next door to the social district, just
10 expect a couple things. As good as your Apex citizens are, a lot of them will ignore the
11 boundaries, they'll ignore the times, they'll bring their own drinks into your social district. So, I
12 kind of want to say, expect all those things. It's very difficult for your police department to
13 police everyone walking outside the boundaries, to police every cup, to police every hour of
14 the day. It's 12 hours should be enough, but believe it or not, people want to drink at 9:00 in
15 the morning and at midnight, that sort of thing. So, you may have a temptation, as frustrating
16 as it is, you'll hear from your citizens, you'll hear about all these things I just mentioned, you
17 may have the temptation just to say, you know, the heck with the boundaries, the whole town
18 is social district now. You know, drinking for all, everything's... I advise you think against that,
19 don't let that be your first inclination, you know, work with your citizens, work with your
20 police. Try to get that enforcement, I think early enforcement would, would have made a
21 difference in Cary, get that message across early, you don't have to fine people. You don't
22 have to be mean about it. Just tell them, you know, you're two blocks from the social district,
23 maybe step back into it, that sort of thing. Anyway, good luck with your deliberations on that,
24 it is a lot of fun to have a social district outside your door, but with it comes a lot of
25 responsibilities and some few crazy people. So, be careful what you vote for in a couple
26 weeks and hope you have very good luck with it. Thank you."

27 **Mayor Gilbert** thanked Mr. Stohlman and his service in Morrisville and called the next
28 speaker.
29

30 The next to the speaker was **Ed Gray** of 1004 West Sterlington Place:

31 Good evening, everyone, colleagues, Mayor. I'm taking this unusual step of being on
32 this side of the dais to make a couple of points, because I think there's three important things
33 that we need to remind ourselves occasionally. The first thing is that this opportunity to
34 communicate is something that is really important, and I know that this is something that I
35 know all of us up there truly believe in, but we want to encourage more of this engagement.
36 We want to encourage more folks to come to these meetings, to engage and have these
37 conversations. It's part of our First Amendment right, it's part of our freedom of speech, and
38 it's something that we feel very strongly about as a community. But most importantly, we,
39 when we're sitting up there, strongly believe in your ability to exercise that right of free

1 speech, so I know it can be frustrating for some who come to talk and we may not respond or
2 we may not answer or we may not make comment, but that's in pure deference just to those
3 who are speaking here, engaging in that freedom of speech, and making sure that we're not
4 trampling on that freedom of speech regardless of what that speech is and many times that
5 speech can be critical of us. Which brings me to my second point. I know that, you know,
6 there's been a lot of conversations about, the cyber incident that we had, and I will be the first
7 to tell you that, you know, I remember around July 4th when we got that call that it was
8 happening, and I remember the leadership that was, initiated by the Mayor on this issue, the
9 leadership initiated by all of you to help handle this issue and to be clear, these are
10 international incidents involving foreign actors that are at the purpose of trying to disrupt
11 how we operate, and it's important to understand that, and you guys took that seriously, and I
12 think it's important for someone to say thank you for that. Because I know that it's very difficult
13 to remember that we're not just talking about the impact on our utility billing, and we know
14 that that has had a severe impact on many folks but it's also important to remember that our
15 public safety was not impacted. Our public responders were able to respond to scenes even
16 though their computers were the focus of the attack. Our Fire Department was able to make
17 responses and respond to accidents and people. Why? Because this town took it seriously
18 enough to address. So, I want to say thank you for those efforts and particularly I want to
19 thank Mayor Gilbert for his leadership on that, because these are the basic things that make
20 towns happen. And the fact that we didn't lose lives when there was a targeted attack on us, I
21 think it is a testament as to how we were able to address it. We didn't do it perfectly, I'll be
22 the first person to tell you that we could have done some things better, that's right, but I will
23 say that I think it's encouraging to know that regardless of how we handled the billing, no one
24 has had their power turned off. Not one person. There are a lot of people who owe us
25 money, but not one person has had their power turned off. And that brings me to my last
26 point. It's important that although we have the right to come up here and say what we want, I
27 do think it's really critical that those of us who are in this position keep in mind that maybe
28 playing politics with these severe and serious issues isn't appropriate. So, I want to say thank
29 you to all of you for the hard work that you do. And I want to say thank you to all of you who
30 are here for being here, because it's your voice that we want to hear. Thank you, Mayor.
31 Thank you, Council."

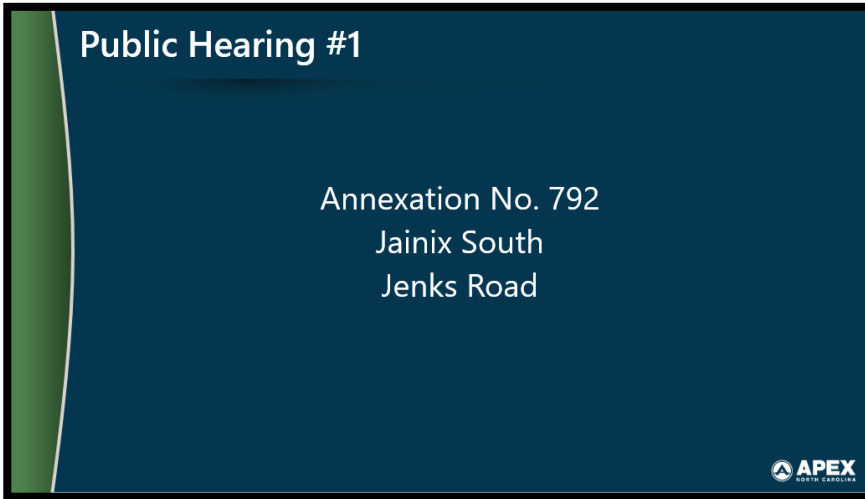
32 **Mayor Gilbert** thanked the speaker and moved to Public Hearings.

[PUBLIC HEARINGS]

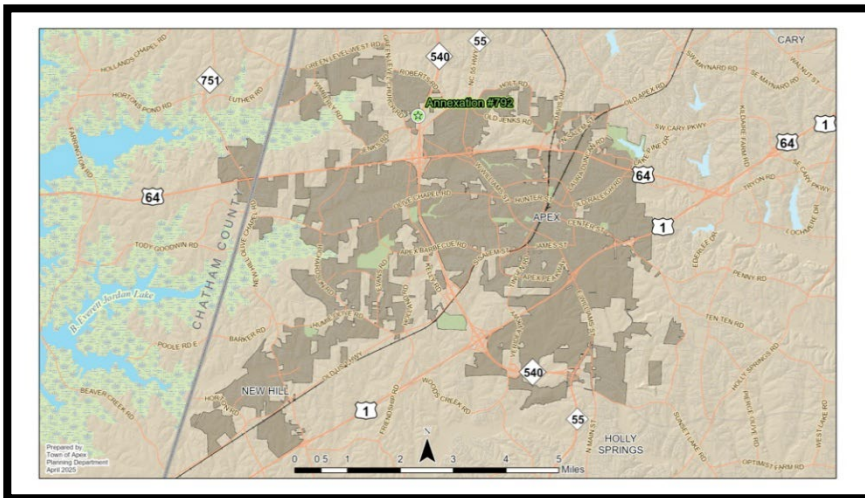
PH1 Annexation No. 792 - Jainix South - Jenks Road - 7.243 acres (REF: ORD-2025-021)

Dianne Khin, Director, Planning Department gave the following presentation:

[SLIDE 1]



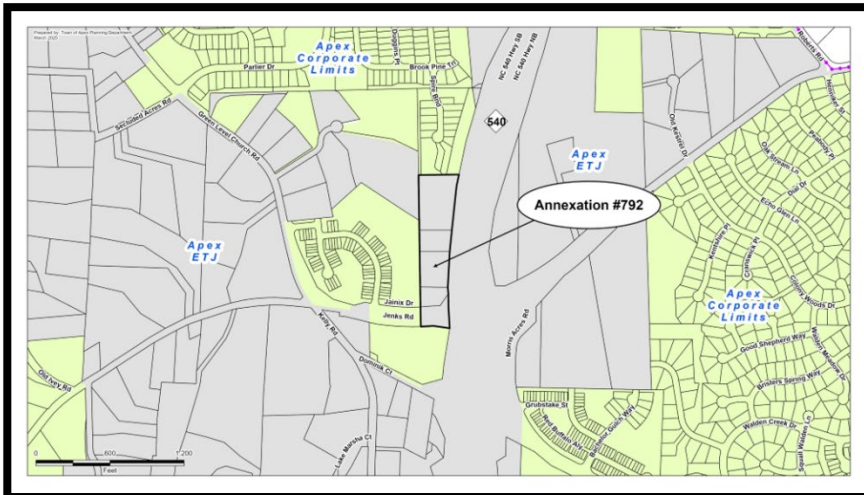
[SLIDE 2]



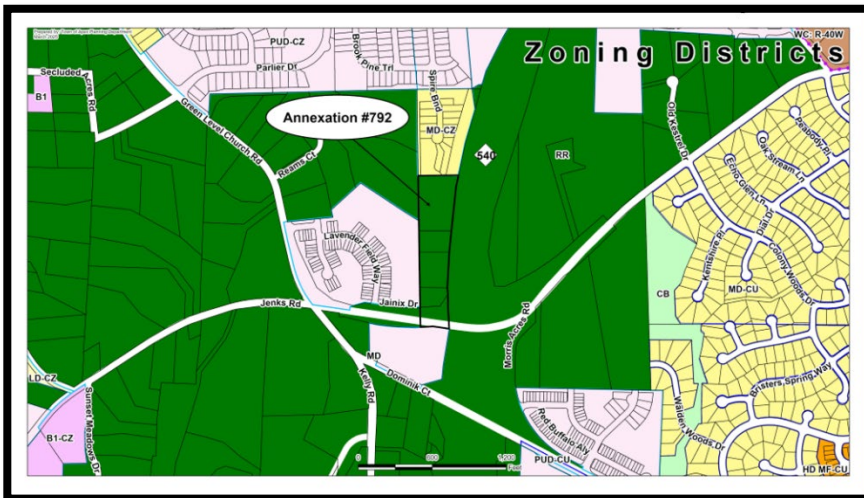
1 [SLIDE 3]



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3 [SLIDE 4]



4
5 [SLIDE 5]



6

1 **Mayor Gilbert** opened up for Public Hearing and with no one signed up to speak, he
2 closed Public Hearing and brought it back to Council for discussion and a possible motion.

3
4 A **motion** was made by **Councilmember Killingsworth** and seconded by **Mayor Pro**
5 **Tempore Gray**, to adopt an Ordinance on the Question of Satellite Annexation - Apex Town
6 Council's intent to annex 7.243 acres, commonly referred to as Jainix South, located on Jenks
7 Road, Satellite Annexation No. 792, into the Town Corporate limits.

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

9
10 **PH2 Unified Development Ordinance (UDO) Amendments - Signs - March/April 2025**
11 **(REF: ORD-2025-022)**

12
13 **Bruce Venable**, Planner II, Planning Department said that this was an applicant driven
14 amendment request and would address signs in the ordinance. He gave the following
15 presentation:

16
17 **[SLIDE 1]**



1 [SLIDE 2]

Amendment #1

Requested by East West Partners

Amendments to Sec. 8.7 Signs in order to add projecting signs as a permitted permanent sign type in all zoning districts and to set standards for such signage.

Background: The applicant, East West Partners, is requesting amendments to the Unified Development Ordinance (UDO) to permit projecting signs as a permanent sign type for all uses in all zoning districts. This sign type is currently only permitted within the Small Town Character Overlay District. The applicant collaborated with Planning Staff on the proposed standards. These standards will provide an additional signage option for residential, commercial, industrial, and office/institutional uses.

2
3 [SLIDE 3]

Amendment #1

Requested by East West Partners

Planning Board:

- At its March 10, 2025, meeting, the Town of Apex Planning Board unanimously voted to recommend approval

Updates since the Planning Board meeting on 03/10/2025:

- During the Planning Board review of the amendment, a member asked a question regarding the number of signs in Sec. 8.7.1.A.20.d. The wording presented in that report was:
Projecting signs shall be limited to one (1) per tenant with frontage on a street; or if on a corner lot, one (1) projecting sign per tenant per facade with street frontage.
- To address the concern, staff has amended the text as shown in the proposed text below. Staff reviewed this change with the applicant and they are in agreement.
The number of projecting signs shall be limited to one (1) per ground-floor public entrance with frontage on a street; or if on a corner lot, one (1) projecting sign per ground-floor public entrance per facade with street frontage.

4
5 [SLIDE 4]

Amendment #1

Requested by East West Partners

8.7 Signs

...

8.7.1 Permitted Signs: Location, Size, and Number

Table 8.7.1

P = allowed with permit X = not allowed V = allowed without permit

| Sign Type | Conditions | Residential Uses | Commercial Uses | Industrial Uses | Office & Institutional Uses | Illumination ¹ |
|-----------------------|------------|------------------|-----------------|-----------------|-----------------------------|---------------------------|
| Permanent Sign Types | | | | | | |
| 20 Projecting | 8.7.1.A.20 | P | P | P | P | Yes |
| Sign Design and Color | | | | | | |

¹Subject to Sec. 8.7.4.C Uniform Color Scheme, 8.6 Exterior Lighting, and 8.7.6.B Sign Illumination.

6

1 [SLIDE 5]


Amendment #1
Requested by East West Partners

A) Permanent Sign Types

...

20) Projecting Signs
A sign affixed to a building or wall in such a manner that its leading edge extends more than 12 inches beyond the surface of said building or wall and meets the conditions below:

- a) Projecting signs shall maintain a minimum vertical clearance of nine (9) feet and shall not project higher than the building height, roof line, or parapet wall.
- b) Projecting signs may only be used as an alternative to a wall sign. In no instance shall a single tenant have a projecting sign, and a wall sign located on the same building façade.




2
3 [SLIDE 6]

Amendment #1
Requested by East West Partners

c) The maximum sign area permitted for such sign shall be determined by the mounting height of the top of the sign as listed in Table 8.7.1.A.20 below.

| Projecting Sign Location | Maximum Sign Area |
|--|-------------------|
| Ground Floor | 12 square feet |
| Between ground floor and secondary story | 18 square feet |
| Between second story and third story | 32 square feet |
| Third story and above | 48 square feet |

d) The number of projecting signs shall be limited to one (1) per ground-floor public entrance with frontage on a street; or if on a corner lot, one (1) projecting sign per ground-floor public entrance per facade with street frontage.



4
5 [SLIDE 7]

Amendment #1
Requested by East West Partners

- e) The outside edge of the projecting sign shall not project more than five (5) feet beyond the façade of the building.
- f) Also subject to Sec. 8.7.4 Sign Design and Color, 8.7.5 Master Sign Plan Requirement, Sec. 8.7.3 Sign Area Measurement, and 8.7.6.B Sign Illumination.
- g) Projecting signs in compliance with the above regulations may project into the air rights of a public right-of-way if approval for such encroachment is obtained from the governmental authority having jurisdiction over improvements in the public right-of-way prior to the approval of the sign permit.


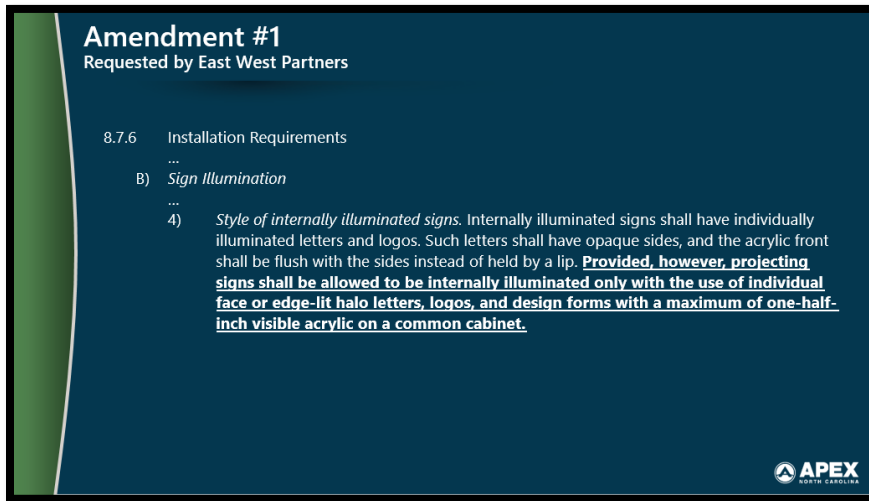


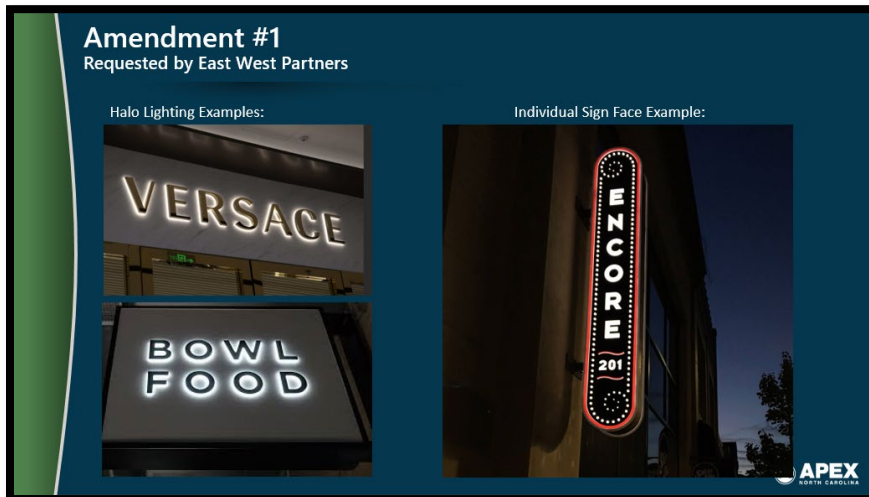
Figure 8.7.1.A.20 Examples of projecting sign types.

6

1 **[SLIDE 8]**



2
3 **[SLIDE 9]**



4
5 **Mayor Pro Tempore Gray** asked if the applicant agreed with the number of signs that
6 there could be on the same floor.

7 **Mr. Venable** said yes that the applicant was in full agreement.

8 **Mayor Gilbert** opened up the Public Hearing and closed it with no one signed up to
9 speak. He brought this back to the Council for discussion and a possible motion.

10
11 A **motion** was made by **Councilmember Zegerman** and seconded by **Mayor Pro**
12 **Tempore Gray**, to approve the Unified Development Ordinance (UDO) Amendment related
13 to signs - March/April 2025.

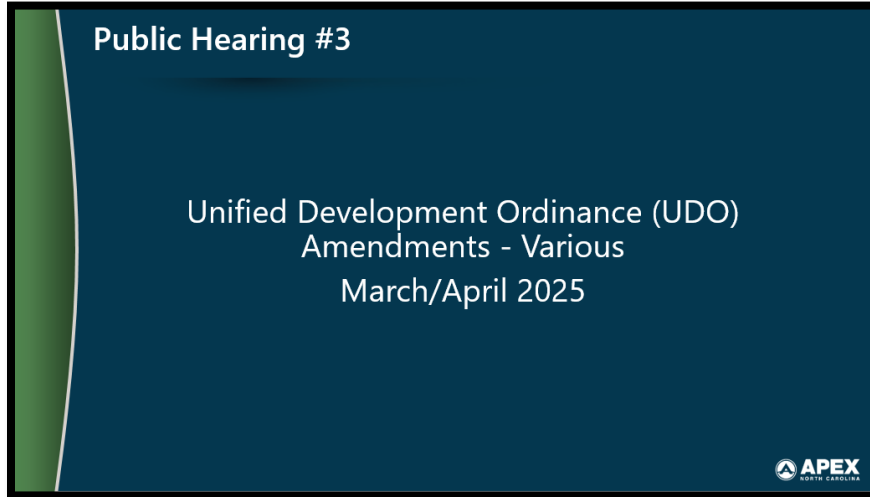
14
15 **VOTE: UNANIMOUS (5-0)**

16
17 **PH3 Unified Development Ordinance (UDO) Amendments - Various - March/April**
18 **2025 (REF: ORD-2025-023)**

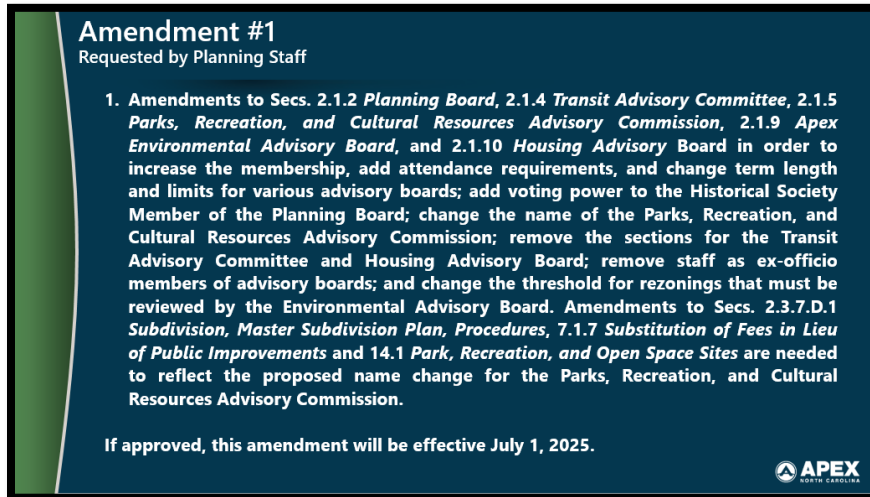
Amanda Bunce, Current Planning Manager, Planning Department presented the first two amendments.

Bruce Venable, Planner II, Planning Department presented the last amendment.

[SLIDE 1]



[SLIDE 2]



1 **[SLIDE 3]**

Amendment #1
Requested by Planning Staff

2.1.2 Planning Board
...
B) Membership

1) *Number.* The Planning Board shall consist of ~~nine (9)~~ **10** voting members and one (1) non-voting member youth representative as defined in the Resident Advisory Board Administrative Policy.

2) *Composition of the Members*

a) Composition between Town and ETJ. The composition of membership between the Town and ETJ shall be as follows:
...

ii) ETJ membership shall be based on the proportionality of population between the Town and the ETJ. This shall be determined by estimating the total population in the ETJ as a percentage of the population in the Town's corporate limits and the ETJ and multiplying this percentage by ~~nine (9)~~ **10** (the total required voting membership), rounding up to the next whole number. Members appointed from the ETJ shall be residents of the ETJ and citizens of Wake County.

...

2

3

[SLIDE 4]

Amendment #1
Requested by Planning Staff

c) One (1) ~~non-voting~~ member of the Planning Board shall be a member of the Apex Historical Society and may reside either within or outside the Town's corporate limits. However, the Town Council is not authorizing the Planning Board to operate as a historic preservation commission pursuant to NCGS 160D-303.

d) All members of the Planning Board, except the non-voting ~~member from the Apex Historical Society~~ youth representative, shall have voting power on all matters of business.

...

4) *Appointment.* Members shall be appointed as follows:
...

d) The non-voting ~~member~~ youth representative of the Planning Board shall be recommended by the Mayor and appointed by the Town Council.

4

5

[SLIDE 5]

Amendment #1
Requested by Planning Staff

5) *Terms.* Members shall be appointed for terms of two (2) years, except for the youth representative who shall be appointed for a term of one (1) year. No member of the Planning Board may serve more than five (5) ~~three (3)~~ consecutive two (2) year terms with the exception of the youth representative who may serve no more than two (2) consecutive terms.

6) *Removal.* Any member of the Planning Board shall be removed for cause (~~neglect of duty, malfeasance, misconduct, or failure to faithfully attend meetings~~) by the Town Council upon written charge as defined in the Resident Advisory Board Administrative Policy.

...

6

Page 22 of 35


- Page 81 -

1 **[SLIDE 6]**

Amendment #1
Requested by Planning Staff

C) Officers

- 1) *Chair and vice-chair.* The chair and vice-chair of the Planning Board shall be appointed by the ~~m~~Mayor from the **voting** members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be one **(1)** year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than four **(4)** consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings before the Planning Board. In the absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a simple majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.
- 2) *Secretary.* The Planning Director **or designee** shall serve as Secretary of the Planning Board and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the Planning Board, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the Planning Board members voting. In addition, the Secretary shall maintain all records of the Planning Board meetings, hearings, proceedings, and correspondence, as public records in the offices of the Planning Department.



2
3 **[SLIDE 7]**


Amendment #1
Requested by Planning Staff

D) Quorum
No meeting of the Planning Board shall be called to order, nor may any business be transacted by the Planning Board, without a quorum consisting of the majority of the Planning Board's membership excluding vacant seats and the non-voting member **youth representative**.

...

H) Meetings
Meetings of the Planning Board shall be held monthly to consider matters properly before the Board. Additional meetings may be called by the ~~C~~chair or in writing by ~~five~~ **six (6)** members of the Board. All meetings and public hearings shall be held in the Town in a place accessible and open to the public.

...




4
5 **[SLIDE 8]**

Amendment #1
Requested by Planning Staff

2.1.4 Transit Advisory Committee **Reserved**

A) ~~Powers and Duties~~
The Transit Advisory Committee shall have the following powers and duties under the provisions of this Ordinance:

- 1) ~~Review transit plans and services.~~ Review proposed local transit plans, policies, capital improvements, and service changes, and provide recommendations regarding revisions and/or approval. Review regional transit plans, policies, capital improvements, and proposed services changes relevant to the Town of Apex and provide recommendations regarding revisions and/or approval.
- 2) ~~Recommendations to Mayor and Town Council.~~ Recommend to the Mayor and Town Council local transit plans, policies, capital improvements, and service changes.
- 3) ~~Provide information to the Mayor and Town Council.~~ Provide information to the Mayor and Town Council regarding transit customer experience and stakeholder opinions and needs.




1 **[SLIDE 9]**

Amendment #1
Requested by Planning Staff

B) —Membership

- 1) *Number.* The Transit Advisory Committee shall consist of nine (9) members. Up to three (3) members may be ex-officio, non-voting members consisting of Town staff. No member of the Town Council shall serve on the Transit Advisory Committee.
- 2) *Appointment.* Members shall be recommended by the Mayor and appointed by the Town Council.
- 3) *Initial establishment.* At the initial establishment of the Transit Advisory Committee, three (3) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years, and all remaining members shall be appointed for a term of one (1) year. Thereafter, new appointments for terms of three (3) years shall be made. No member of the Transit Advisory Committee may serve more than three (3) consecutive three (3) year terms with the exception of ex-officio members.
- 4) *Removal.* Any member of the Transit Advisory Committee shall be removed for (neglect of duty, malfeasance, misconduct, or failure to faithfully attend meetings) by the Town Council upon written charge and after a public hearing.
- 5) *Filling of vacancy.* Vacancies shall be filled by the same method as the original appointment. Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term by the same method as the original appointment.
- 6) *Voting.* All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.4.E Conflict of Interest.
- 6) *Voting.* All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.4.E Conflict of Interest.




2
3 **[SLIDE 10]**

Amendment #1
Requested by Planning Staff

C) —Officers

- 1) *Chair and vice-chair.* The chair and vice-chair of the Transit Advisory Committee shall be appointed by the mayor from the members of the Committee and confirmed by the Town Council. The term of the chair and vice-chair shall be for one (1) year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than four (4) consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of proceedings before the Transit Advisory Committee. In absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.
- 2) *Secretary.* The Planning Director or designee shall serve as the Secretary of the Transit Advisory Committee and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the Transit Advisory Committee, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the Transit Advisory Committee members voting. In addition, the Secretary shall maintain all records of the Transit Advisory Committee meetings, hearings, proceedings, and correspondence as public records in the offices of the Planning Department.



4
5 **[SLIDE 11]**

Amendment #1
Requested by Planning Staff

D) —Quorum

No meeting of the Transit Advisory Committee shall be called to order, nor may any business be transacted by the Transit Advisory Committee, without a quorum consisting of the majority of the Transit Advisory Committee's membership, excluding vacant seats, being present.

E) —Conflict of Interest

Per 160D-109(b), Transit Advisory Committee members shall not vote on any advisory decision regarding a development regulation adopted pursuant to this Chapter where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. Any member who has an interest in a matter under consideration by the Transit Advisory Committee shall declare such interest prior to the vote of the Committee and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Committee on the matter prior to its vote.

F) —Staff

The Planning Department shall be the professional staff to the Transit Advisory Committee.

G) —Rules of Procedure


The Transit Advisory Committee shall, by a majority vote of the entire membership, adopt rules and regulations governing its procedure as it may consider necessary or advisable.

H) —Meetings

Meetings of the Transit Advisory Committee shall be held quarterly to consider matters properly before the Committee. Additional meetings may be called by the Chair or in writing by a majority of the Committee.

I) —Compensation

The members of the Transit Advisory Committee shall serve with compensation as authorized by Town Council in the annual budget.



1 **[SLIDE 12]**


Amendment #1
Requested by Planning Staff

2.1.5 Parks, ~~and Recreation, and Cultural Resources Advisory Commission~~ **Board**

A) Powers and Duties
The Parks, ~~and Recreation, and Cultural Resources Advisory Commission~~ **Board** shall have the following powers and duties under the provisions of this Ordinance:
...

B) Rules Governing ~~Commission~~ **Board**
The professional staff of the ~~Commission~~ **Board** shall be the Parks, Recreation, and Cultural Resources Department. The rules governing the other responsibilities and procedures of the Parks, ~~and Recreation, and Cultural Resources Advisory Commission~~ **Board** are established in Sec. 15-4, Code of Ordinances, Town of Apex, North Carolina.

C) Compensation
The members of the Parks, ~~and Recreation, and Cultural Resources Advisory Commission~~ **Board** shall serve with compensation as authorized by Town Council in the annual budget.



2
3 **[SLIDE 13]**

Amendment #1
Requested by Planning Staff

2.1.9 Apex Environmental Advisory Board

A) Powers and Duties
The Environmental Advisory Board shall have the following powers and duties under the provisions of this Ordinance:
...

2) Review, with applicants, during the staff review phase of a proposal, certain requests for conditional rezoning and recommend zoning conditions to the applicant and Town Council that will mitigate anticipated impact to the natural environment as a result of the project under consideration. The following conditional rezoning requests shall be exempt from review by this Board:


a) Rezoning to amend zoning conditions which have no environmental impact on a site including but not limited to revisions to architectural standards, building height, setbacks, and uses;

b) Rezoning to resolve nonconformities;

c) Rezoning of one (1) acre **10 acres** or less; and

d) Rezoning within the Small Town Character Overlay District.

...



4
5 **[SLIDE 14]**

Amendment #1
Requested by Planning Staff


2.1.10 ~~Housing Advisory Board~~

A) ~~Powers and Duties~~
The ~~Housing Advisory Board~~ shall have the following powers and duties under the provisions of this Ordinance:

1) ~~Recommendations to Mayor and Town Council. Recommend to the Mayor and Town Council, policies and funding recommendations related to affordable housing.~~

2) ~~Housing Advocacy to Mayor, Town Council, and Planning Board. Advise the Mayor, Town Council, and Planning Board on housing advocacy efforts related to affordable housing.~~

3) ~~Housing Annual Report. Assist in the creation of the housing annual report.~~




1 **[SLIDE 15]**

Amendment #1
Requested by Planning Staff

B) Membership

- 1) Number. The Housing Advisory Board shall consist of nine (9) members. The Housing Advisory Board shall include one (1) Planning Board member and one (1) Town Council member. The Planning Board member and Town Council member shall be non-voting members.
- 2) Appointment. Members shall be recommended by the Mayor and appointed by the Town Council.
- 3) Initial establishment. At the initial establishment of the Housing Advisory Board, four (4) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years, one Planning Board non-voting member shall be appointed for a term of one (1) year and one Town Council non-voting member shall be appointed for a term of one (1) year. Thereafter, new appointments for terms of three (3) years shall be made with the exception of the Planning Board non-voting member and Town Council non-voting member which shall remain on a term of one (1) year. No member of the Housing Advisory Board shall serve more than nine (9) consecutive years after being appointed with the exception of the Planning Board non-voting member and Town Council non-voting member which shall serve no more than three (3) consecutive years after being appointed.
- 4) Removal. Any member of the Housing Advisory Board shall be removed for cause (neglect of duty, malfeasance, misconduct, or failure to faithfully attend meetings) by the Town Council upon written charge and after a public hearing.
- 5) Filling of vacancy. Vacancies shall be filled by the same method as the original appointment. Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term by the same method as the original appointment.
- 6) Voting. All regular members shall vote on any issue unless they have been disqualified pursuant to Sec. 2.1.10.E Conflict of Interest.



2
3 **[SLIDE 16]**


Amendment #1
Requested by Planning Staff

C) Officers

- 1) Chair and vice-chair. The chair and vice-chair of the Housing Advisory Board shall be appointed by the Mayor from the members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be for one (1) year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than three (3) consecutive terms. Vacancies within a term shall be filled by the same method as the original appointment. The chair shall decide all points of order on procedure, and shall take such action as shall be necessary to preserve the order and integrity of all proceedings before the Housing Advisory Board. In absence of the chair, the vice-chair shall act as chair and shall have all powers of the chair. In the absence of both the chair and vice-chair, an acting chair shall be selected for that meeting by a majority of those members present. The acting chair shall have the authority and responsibilities of the chair for that meeting.
- 2) Secretary. The Housing Program Manager or designee shall serve as the Secretary of the Housing Advisory Board and shall keep minutes of all proceedings. These minutes shall be a summary of all proceedings before the Housing Advisory Board, which shall include the vote of all members upon every consideration, and be attested to by the Secretary. The minutes shall be approved by a majority of the Housing Advisory Board members voting. In addition, the Secretary shall maintain all records of the Housing Advisory Board meetings, hearings, proceedings, and correspondence as public records in the offices of the Planning Department.

D) Quorum

No meeting of the Housing Advisory Board shall be called to order, nor may any business be transacted by the Housing Advisory Board, without a quorum consisting of the majority of the Housing Advisory Board's membership, excluding vacant seats, being present.



4
5 **[SLIDE 17]**

Amendment #1
Requested by Planning Staff

E) Conflict of Interest

Any member who has an interest in a matter under consideration by the Housing Advisory Board shall declare such interest prior to the vote of the Board and abstain from voting on the question. The member declaring the interest is not exempted from participation in the discussions of the Board on the matter prior to its vote.

F) Staff

The Planning Department shall be the professional staff to the Housing Advisory Board.

G) Rules of Procedure


The Housing Advisory Board shall, by a majority vote of the voting membership, adopt rules and regulations governing its procedure as it may consider necessary or advisable.

H) Meetings

Regular meetings of the Housing Advisory Board shall be held quarterly to consider matters properly before the Board. Special Board meetings may also be called on an as needed basis. The chair, vice-chair, or any two (2) members of the Board may at any time call a special Board meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. A special Board meeting may also be called or scheduled by vote of the Board in open session during another duly called meeting.

I) Compensation

The members of the Housing Advisory Board shall serve with compensation as authorized by Town Council in the annual budget.



1 **[SLIDE 18]**

Amendment #1
Requested by Planning Staff

2.3.7 Subdivision

...

D) Master Subdivision Plan

1) *Procedures*


...

b) Additionally, the Parks, Recreation, and Cultural Resources Director shall also provide a copy of any Master Subdivision Plan for residential development to the Parks, ~~and Recreation, and Cultural Resources Advisory Commission~~ **Board** which shall review the application and provide comments to the TRC about whether the proposed Master Subdivision Plan complies with the standards of Sec. 2.3.7.D.2 Standards.

7.1.7 Substitution of Fees in Lieu of Public Improvements

...

B) In the case of required parks, recreation, and open space facilities, the ~~Parks, Recreation, and Cultural Resources (PRCR) Advisory Committee~~ **Parks and Recreation Advisory Board** shall recommend whether dedication of land is feasible in a given plat and consistent with the Town's development plan, or rather, if fees in lieu should be paid, or if some dedication/fee combination is appropriate. See Article 14: Parks, Recreation, Greenways, and Open Space.



2
3 **[SLIDE 19]**

Amendment #1
Requested by Planning Staff

14.1 PARK, RECREATION, AND OPEN SPACE SITES

14.1.1 Dedication Generally; Fee in Lieu of Dedication Generally; Construction of Public Recreation Facilities with Fee-in-Lieu Monies Generally

...

B) As an alternative to the dedication of a portion of such land by the developer, and where it is recommended by the Parks, ~~and Recreation, and Cultural Resources (PRCR) Advisory Commission~~ **Board** and determined by the Town Council that a dedication of land is not feasible in a given development or incompatible with the Town's plan, the developer may be allowed to:

...


14.1.4 Standards for Town Council's Choice Between Land Dedication, Payment of Fee-in-Lieu, Construction of Public Recreation Facilities with Fee-in-Lieu Monies, or Combination Thereof

A) Whether the Town Council accepts the land dedication, elects to require payment of fee-in-lieu or construction of public recreation facilities with fee-in-lieu monies, or some combination thereof, shall be determined by consideration of the following:

...

2) The recommendations of the ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board**;

...



4
5 **[SLIDE 20]**


Amendment #1
Requested by Planning Staff

14.1.5 Procedure for Determination of Choice Between Land Dedication, Payment of Fee-in-Lieu, Construction of Public Recreation Facilities with Fee-in-Lieu Monies, or Combination Thereof; Performance Guarantees

The procedure for determining whether the subdivider is to dedicate land, pay a fee-in-lieu, construct public recreation facilities with fee-in-lieu monies, or some combination thereof, shall be as follows:

A) Action of Town

After a proposal by the developer as indicated in Sec. 14.1.5.B below, the ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board** shall recommend, and the Town Council shall determine as a part of PD Plan approval or prior to TRC approval of a Master Subdivision Plan or Minor or Major Site Plan, whether to require a dedication of land, payment of a fee-in-lieu, construction of public recreation facilities with fee-in-lieu monies, or some combination thereof, pursuant to the standards in Sec. 14.1.4 *Standards for Town Council's Choice Between Land Dedication, Payment of Fee-in-Lieu, Construction of Public Recreation Facilities with Fee-in-Lieu Monies, or Combination Thereof*.



1 **[SLIDE 21]**

Amendment #1
Requested by Planning Staff


The procedure shall be as follows:

- 1) Planned Development (PD) Plans. At the time of the PD plan review, staff shall review and provide comments and a recommendation to the ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board**. The ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board** recommendation shall be provided to the Town Council at the time of public hearing for the PD Plan. The per-unit acreage and/or fee-in-lieu will be set as of the Town Council approval date for the PD Plan.
- 2) Master Subdivision and Minor and Major Site Plans. Unless set at the time of PD Plan approval, at the time of Master Subdivision Plan or Minor or Major Site Plan review, staff shall review and provide comments and a recommendation to the ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board**. The ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board** recommendation shall be provided to the Town Council prior to approval of such plans. The per-unit acreage and/or fee-in-lieu will be set as of the approval date of the Master Subdivision Plan or Minor or Major Site Plan.

14.1.8 Use of Land by Town; Sale of Land by Town; Use of Funds Received in Lieu of Dedication

...

B) *Sale of Land*
The Town shall have the right to sell any land dedicated to the Town for neighborhood park and recreation purposes on finding by the ~~PRCR Advisory Commission~~ **Parks and Recreation Advisory Board** that a particular piece of property is not feasible or compatible with the Parks, Recreation, Greenways and Open Space Master Plan.




2
3 **[SLIDE 22]**

Amendment #2
Requested by Planning Staff

2. Amendments to Secs. 2.2.7 *Neighborhood Notice* and 2.2.11 *Public Notification* in order to increase the minimum distance for all neighborhood and public hearing notices from 300 feet to 500 feet. If approved, this amendment will be effective July 1, 2025.

2.2.7 Neighborhood Notice

A) Notification Letter
The petitioner of a Minor Site Plan for uses that do not require a neighborhood meeting as outlined in Sec. 2.2.7.B Neighborhood Meetings, and which are located within ~~300~~ **500** feet of a residential land use and have not had a rezoning approval in the previous two (2) years, shall be required to send a letter to all property owners and tenants abutting and located within ~~300~~ **500** feet of the land subject to the application, to any neighborhood association that represents citizens within that notification area, and to the Town of Apex Planning Department at least 14 days prior to the submittal of the Minor Site Plan. The letter shall include the developer's and authorized agent's contact information and an explanation of the proposed project, and shall follow the guidelines in the Neighborhood Notification Letter Packet, including the procedure for requesting the notification address list from Town GIS staff.



4
5 **[SLIDE 23]**


Amendment #2
Requested by Planning Staff

B) Neighborhood Meetings

...

3) Notification
The applicant shall provide notification of the neighborhood meeting a minimum of 14 calendar days in advance of the meeting by mail, to all property owners and tenants abutting and located within ~~300~~ **500** feet of the land subject to the application, to any neighborhood association that represents citizens within that notification area, and to the Town of Apex Planning Department. The applicant shall request this notification list from Town GIS staff per the guidelines in the Neighborhood Meeting Packet. When less than an entire parcel of land is subject to the proposed zoning map amendment, the ~~300-500~~-foot notification area shall be measured from the property line of that entire parcel.

...



1 **[SLIDE 24]**

Amendment #2

Requested by Planning Staff

2.2.11 Public Notification

...

B) Written (Mailed) Notice

When the provisions of this Ordinance require that written or mailed notice be provided, the Planning Director shall be responsible for preparing the written notice and mailing the written notice. Notice shall be mailed to all property owners subject to the application, all property owners and tenants abutting and located within 300 **500** feet of the land subject to application, and any neighborhood association that represents citizens within the notification area unless otherwise specified in this Ordinance. However, as an alternate form of notification, NCGS 160D-602(b) may be used when a zoning map amendment proposes to change the zoning designation of more than 50 properties, owned by at least 50 different property owners, and the Town elects to use the expanded published notice provided for in that subsection.

2
3 **[SLIDE 25]**

Amendment #2

Requested by Planning Staff

Written notice shall be provided at the last addresses listed for such property owners on the county tax abstracts and all tenant and neighborhood association addresses on record with the Planning Department. Town GIS staff shall provide the applicant with a list of all property owners of land subject to the application, all property owners and tenants abutting and located within 300 **500** feet of the land subject to application, and any neighborhood association that represents citizens within the notification area. Notice shall be deemed mailed by its deposit in the United States mail, first class, properly addressed, postage paid. The applicant shall be responsible for providing the Planning Director with first class stamped envelopes (postage metering is not acceptable) addressed to all property owners subject to the application, all property owners and tenants abutting and located within 300 **500** feet of the land subject to application, and to any neighborhood association that represents citizens within the notification area.

The Planning Director shall be responsible for preparing an affidavit affirming that the mailed notice met the requirements of Sec. 2.2.11.A *Content*. The affidavit shall be conclusive that notice has been given pursuant to the terms of the subsection. When less than an entire parcel of land is subject to the proposed zoning map amendment, the entire parcel shall be used to determine abutting owners and the 300 **500**-foot notification area. Properties are "abutting" even if separated by a street, railroad, or other transportation corridor.

...

4
5 **[SLIDE 26]**

| Municipality | Notification Distance | Recipients |
|---------------|---|--|
| Garner | 800 feet | Property owners and tenants (E911 addresses) for all meetings |
| Cary | 800 feet (above ordinance requirement of 100 feet) | Property owners only (from county tax records); tenants not included but may be considered for future improvements |
| Wake Forest | 500 feet | Property owners only; neighborhood meeting info may be posted on Nextdoor within ½ mile |
| Raleigh | 500 feet (standard); 1,000 feet (for second neighborhood meeting, if triggered) | Property owners and tenants |
| Holly Springs | 500 feet | Public hearing: Property owners only; Neighborhood meetings: Property owners, HOAs, and tenants when owner's address differs from property address |
| Morrisville | 500 feet | Property owners only |
| Rolesville | 500 feet (previously 200 feet) | Property owners only |
| Fuquay-Varina | 200 feet | Property owners only (for annexations, rezonings, and special use permits) |
| Knightdale | 200 feet | Property owners only (for all hearing types) |
| Wake County | Abutting properties only (per NCGS § 160D-602) | Property owners only |

1 [SLIDE 27]



2
3 **Mr. Venable** continued with the rest of the presentation.

4 [SLIDE 28]

Amendment #3
Requested by Planning Staff

3. Amendments to Sec. 2.3.6 Site Plan to allow for linear utility, infrastructure, and public works projects submitted by the Town to go directly to construction plans after a pre-application meeting.

2.3.6 Site Plan
...
C) Exemptions
...
2) The following development or activities shall be exempted from the requirements of this Section:
...
d) Utilities, **infrastructure**, and public works projects. Utilities, **infrastructure**, and public works projects, including, but not limited to, road improvements, **sidewalk improvements**, utility improvements, above ground utility boxes, bus shelters, and co-location of communication equipment. A linear utility, infrastructure, or public works project submitted by or on behalf of the Town of Apex or a bus stop project submitted by or on behalf of the Town of Apex or other public transit agency, shall not be required to receive administrative approval prior to submitting Site Construction Plans. However, a pre-application meeting, in accordance with Sec. 2.2.6 Pre-Application Meeting, shall be held prior to the submittal of Site Construction Plans.

APEX
NORTH CAROLINA

5

1 **[SLIDE 29]**



2 **Mr. Venable** asked if there were any questions.

3
4
5 **Mayor Gilbert** opened up the Public Hearing and closed it with no one signed up to
6 speak. He brought this back to the Council for discussion and a possible motion.

7
8 A **motion** was made by **Councilmember Gantt** and seconded by **Councilmember**
9 **Zegerman**, to approve Unified Development Ordinance (UDO) Amendments - Various -
10 March/April 2025.

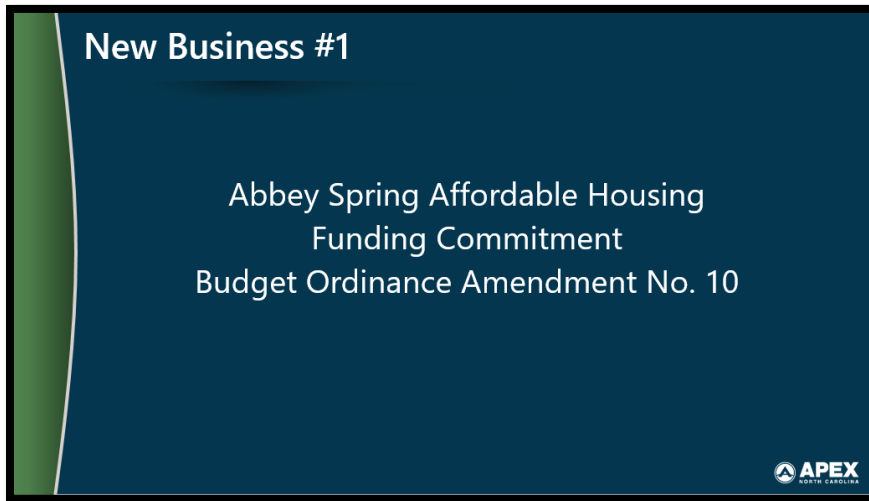
11
12 **VOTE: UNANIMOUS (5-0)**

13
14 **[NEW BUSINESS]**

15
16 **NB1 Abbey Spring Affordable Housing Funding Commitment - Budget Ordinance**
17 **Amendment No. 10 (REF: ORD-2025-020)**

18
19 **Lamont Taylor**, Housing Services Manager, Community Dev. and Neighborhood.
20 Conn. Dept. gave the following presentation:

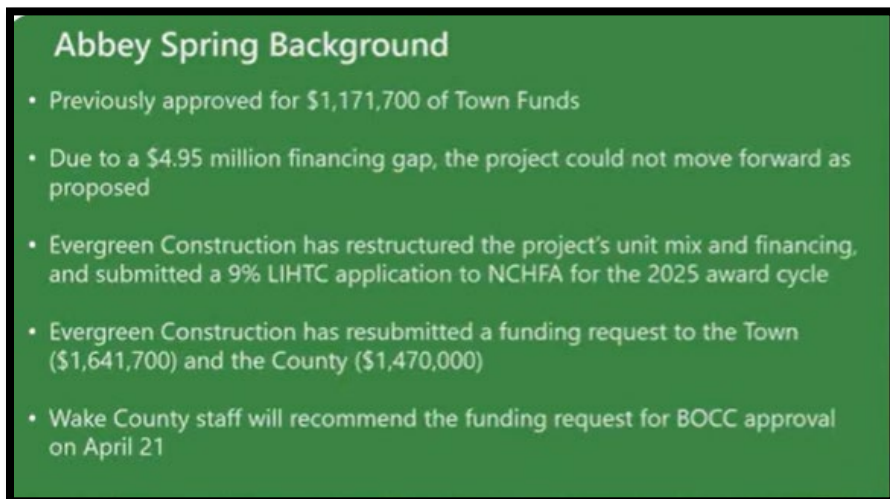
1 [SLIDE 1]



2
3 [SLIDE 2]



4
5 [SLIDE 3]



6

1 [SLIDE 4]

| Abbey Spring Unit Mix | | | |
|---|---------------|------------|--------------|
| The proposed development includes the following unit mix in compliance with the Low-Income Tax Credit Program's established rent limits and affordability levels. | | | |
| Unit Type | Income Target | Unit Count | Monthly Rent |
| 1BR | 30% AMI | 7 | \$654 |
| 2BR | 30% AMI | 7 | \$797 |
| 1BR | 50% AMI | 7 | \$1,079 |
| 2BR | 50% AMI | 7 | \$1,297 |
| 1BR | 60% AMI | 14 | \$1,279 |
| 2BR | 60% AMI | 14 | \$1,547 |

2
3 [SLIDE 5]

| Town Funding Considerations | |
|--|--|
| Funding for the grant and the loan would come from the Affordable Housing Fund (AHF). | |
| <ul style="list-style-type: none"> Town of Apex Parks and Recreation Fee Reimbursement: Grant in the amount of \$171,700 as an investment in the project. Town of Apex Loan Terms: Construction-to-permanent loan of \$1,470,000 at 2% interest with a 30-year term, with varying annual payments based on projected available cash flow. The units will remain affordable for a minimum of the 30-year loan term. | |

4
5 [SLIDE 6]

Abbey Spring Recommendation

- Authorize the commitment of \$1,641,700 to the project
- Authorize the associated budget amendments and transfers of funds of up to \$1,641,700 for the project from available funding in the Affordable Housing Fund

| Proposed Development | Total Units | Total Town Funding Request | Unit AMI % Level | | | Rent Ranges |
|----------------------|-------------|----------------------------|------------------|-----|-----|-----------------|
| | | | 30% | 50% | 60% | |
| Abbey Spring | 56 Senior | \$1,641,700 | 14 | 14 | 28 | \$654 - \$1,547 |

6

1 **Mayor Gilbert** asked if there were any questions.

2 **Councilmember Gantt** asked for clarification of the differences in the request to the
3 County and Town and how the numbers were arrived at.

4 **Mr. Taylor** said that the original request included a grant for Parks and Rec fee
5 reimbursement and was included in the 2nd request as well. He said if you add those together
6 that you would get to that \$1 million.

7 **Councilmember Gantt** said that this was the 2nd time there was a request and asked
8 if it happened a third time would there be a reason to fully say yes or no rather than
9 continuing with brining it back and changing things.

10 **Mr. Taylor** said that this project was challenged financially due to infrastructure and
11 site improvements that weren't anticipated originally, and it created a \$4.95 million gap, and
12 it necessitated the need to reduce the units down from 84 to 56. He said this is a very
13 reasonable per-unit request.

14 **Councilmember Gantt** asked if there was more knowledge of infrastructure needed
15 at this time.

16 **Mr. Taylor** said that was correct.

17 **Councilmember Mahaffey** clarified that this is a new request and not on top of the
18 previous request.

19 **Mr. Taylor** said that is correct.

20 **Councilmember Mahaffey** asked who does the loans.

21 **Mr. Taylor** said that it is done in-house, and they work with their finance team to
22 ensure compliance.

23 **Councilmember Zegerman** said that he is in full support with this project with the 30
24 to 60% of AMI range. He said this is an inventory that is lacking in Apex.

25 **Councilmember Mahaffey** said that seeing projects like this being over 50 units that
26 makes a measurable difference.

27 **Councilmember Killingsworth** said that having discussions about affordability was
28 difficult in 2017 and they have come a long way since that time. She said that finding
29 affordable housing is very individual and depends on individual income. She said it is
30 wonderful to have different ranges of incomes, but all ranges should be able to find housing
31 that is affordable.

32
33 A **motion** was made by **Mayor Pro Tempore Gray** and seconded by **Councilmember**
34 **Zegerman**, to approve the Abbey Spring Affordable Housing Funding Commitment, and
35 associated Budget Ordinance Amendment No. 10.

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

38 **[CLOSED SESSION]**
39

1 A **motion** was made by **Mayor Pro Tempore Gray**, and seconded by
2 **Councilmember Gantt**, to enter into closed session pursuant to NCGS §143-318.11(a)(5)
3 and NCGS §143-318.11(a)(3) for the two items listed.

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

6 Council entered into closed session at **7:34 p.m.**
7

8 **CS1 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev.**
9 **Dept.**

10 **NCGS §143-318.11(a)(5):**

11 "To establish, or to instruct the public body's staff or negotiating agents concerning the
12 position to be taken by or on behalf of the public body in negotiating (i) the price and
13 other material terms of a contract or proposed contract for the acquisition of real
14 property by purchase, option, exchange, or lease;
15

16 **CS2 Laurie Hohe, Town Attorney**
17 **RE: Town of Apex v. Mills**

18 **NCGS §143-318.11(a)(3):**

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

22 **Council** returned to open session at **7:54 p.m.**
23

24 **Mayor Gilbert** asked if there was any other business.

25 **Councilmember Mahaffey** said that he would like to make a motion.
26

27 A **motion** was made by **Councilmember Mahaffey**, seconded by **Councilmember**
28 **Killingsworth** to appoint Councilmember Terry Mahaffey as a voting member on behalf of
29 Apex for the League of Municipalities Election.
30

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

33 **[ADJOURNMENT]**

34 **Mayor Gilbert** adjourned the meeting at y: **7:55 PM.**

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_____.

DRAFT MEETING MINUTES

TOWN OF APEX TOWN COUNCIL WORK SESSION TUESDAY, APRIL 15, 2025 3:30 P.M.

The Apex Town Council met for a work session on Tuesday, April 15, 2025 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:

CLERK NOTE: While this meeting took place at Apex Town Hall, part one was conducted in the Town Council Chambers on the 2nd Floor and part two was conducted in the training rooms A and B on the 3rd Floor.

Part 1 - <https://www.youtube.com/watch?v=N5S3jfUiCIU>

Part 2 - <https://www.youtube.com/watch?v=BFJiDFzZGsc>

[ATTENDANCE]

Elected Body

Mayor Jacques K. Gilbert (presiding)

Mayor Pro-Tempore Ed Gray

Councilmember Brett Gantt

Councilmember Audra Killingsworth

Councilmember Terry Mahaffey

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.

[COMMENCEMENT]

Mayor Gilbert called the meeting to order at 3:35 p.m., welcomed everyone, and led everyone in the pledge of allegiance.

[FY 2025-2026 MANAGER'S RECOMMENDED BUDGET PRESENTATION]

Town Manager Vosburg gave the following presentation:
[SLIDE 1]



[SLIDE 2]



1 [SLIDE 3]

Building Community Value
A Welcoming Community
FY24-25 Accomplishments

- Street Hockey Rink
- Neighborhood Improvement Grants
- Upgraded Crosswalk Beacons
- Cricket Pitch at Jaycee Park
- Pickleball / Tennis Court Resurfacing at Kelly Road Park



2
3 [SLIDE 4]

Building Community Value
High Performing Government
FY24-25 Accomplishments

- New in-house training programs
- Expansion of lobbying efforts
- ERP Transition (phase 2)
- General government debt model and consultations
- Digital Asset Management tool



4
5 [SLIDE 5]

Building Community Value
Environmental Leadership
FY24-25 Accomplishments

- Town Facility Solar Initiative
- Plant the Peak Program Expansion
- Pollinator Habitat Certification Program
- EV Charger Upgrades and Additions
- LED Street Light Conversion
- Environmental Programs Position
- Environmental Center Planning Kick-off



6

1 [SLIDE 6]

Building Community Value
Responsible Development
FY24-25 Accomplishments

- Safe Routes to School Program Expansion
- Affordable Housing Plan Update
- Housing Land Purchase
- Comprehensive Plan Update
- Pavement Management & ADA Improvements

2
3 [SLIDE 7]

Building Community Value
Economic Vitality
FY24-25 Accomplishments

- Downtown Parking Mitigation
- Downtown Façade Grant Program
- Economic Development Incentives
- Little Beaver Creek Gravity Sewer Extension Design
- Electric System Expansion

4
5 [SLIDE 8]

Recommendation Considerations

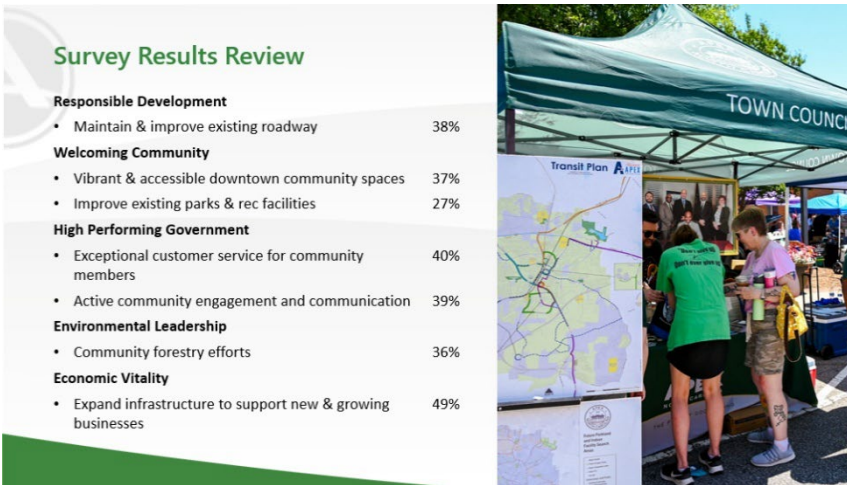
- Game Plan Apex
- Budget Priorities Survey

BUDGET PRIORITIES SURVEY
Fiscal Year 2025-2026

GAME PLAN APEX
A Strategic Playbook for the Next Five Years

6

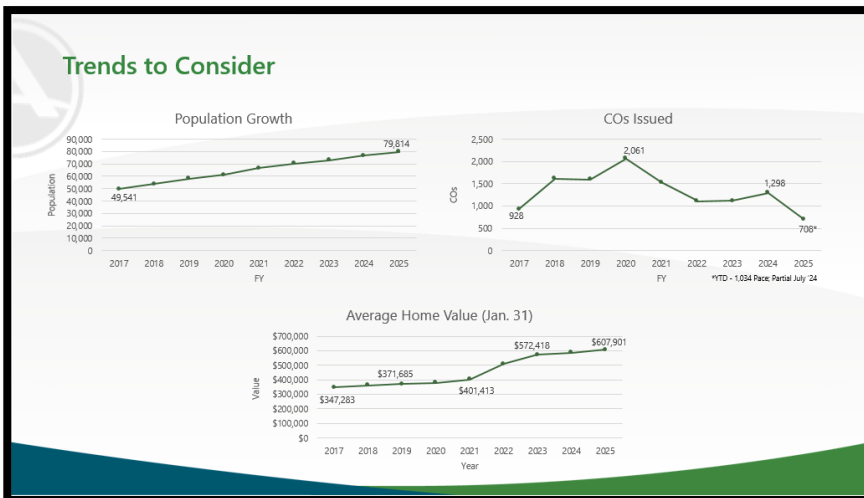
1 [SLIDE 9]



2
3 [SLIDE 10]




4
5 [SLIDE 11]



1 **[SLIDE 12]**

FY25-26 Budget Challenges: Revenues

- Property Tax
 - Drop in County Tax Collection Rate
 - Record number of appeals (1,100 pending)
 - Vehicle value projections – uncertainty how market will affect
 - 15 bills introduced in NCGA that could have impact on property taxes beginning in FY27
- Sales Tax
 - Retail sales slowing, except for grocery sales reflecting inflation
 - Federal level decisions – creating uncertainty and volatility in market



2
3 **[SLIDE 13]**

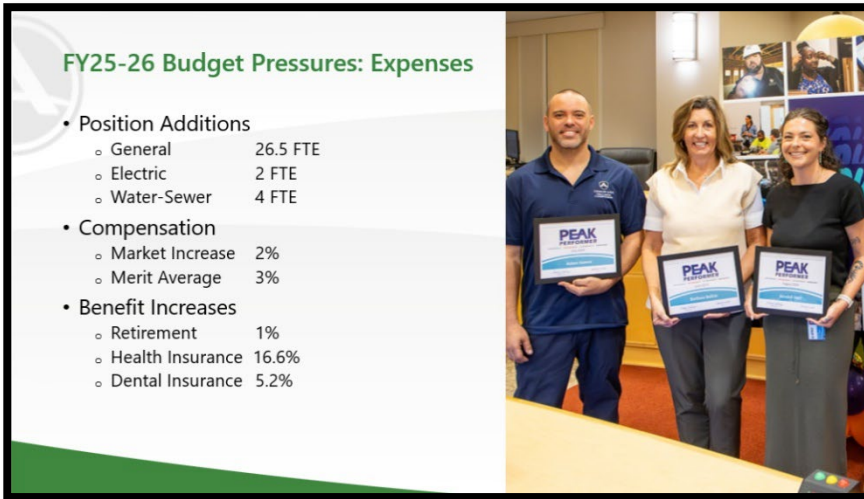
FY25-26 Budget Pressures: Expenses

- Equipment & Supplies Inflation
 - LED lights, pipe, building materials
- Bids Exceeding Engineer Estimates
 - Tunstall House +33%
 - Jones St. Improvements +40%
- Long Lead Times for Equipment & Vehicles
 - Fire Engine 2+ years
 - Transformers 2 years
 - Electric Meters 5 months

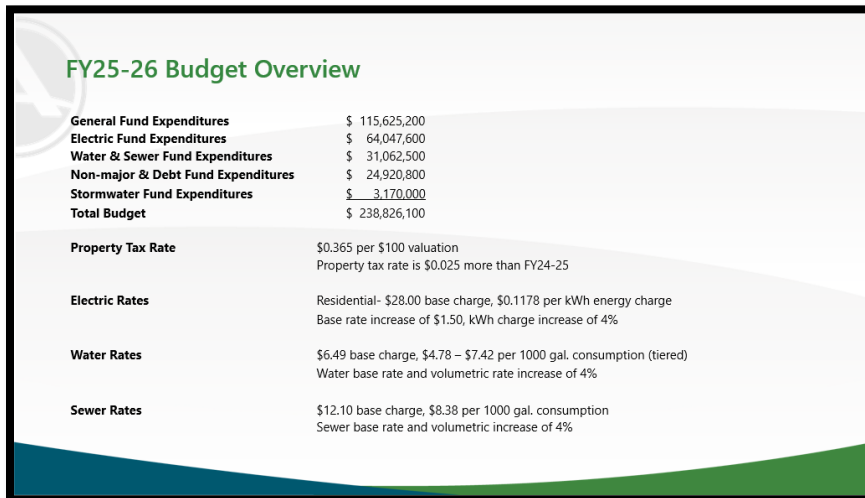


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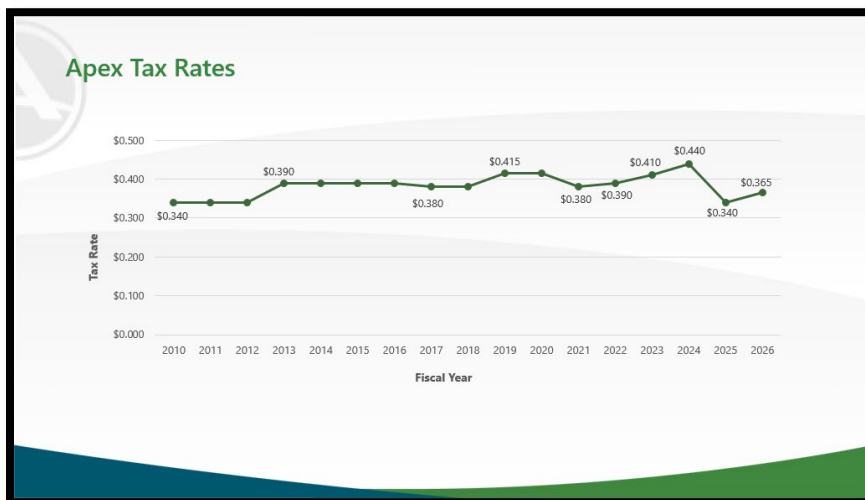
1 **[SLIDE 14]**



2
3 **[SLIDE 15]**

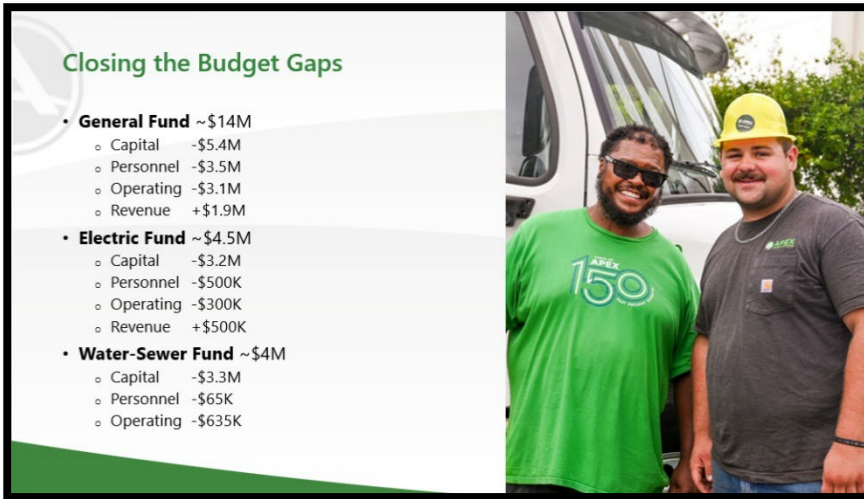


4
5 **[SLIDE 16]**

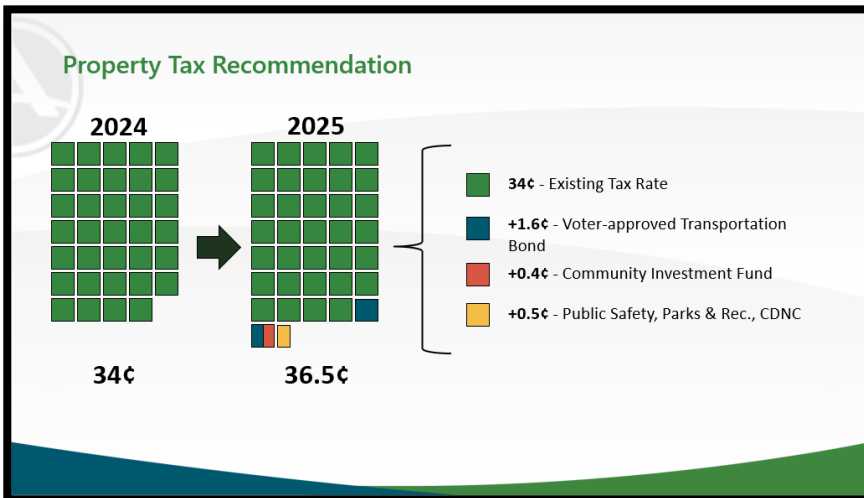


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1 **[SLIDE 17]**



2
3 **[SLIDE 18]**



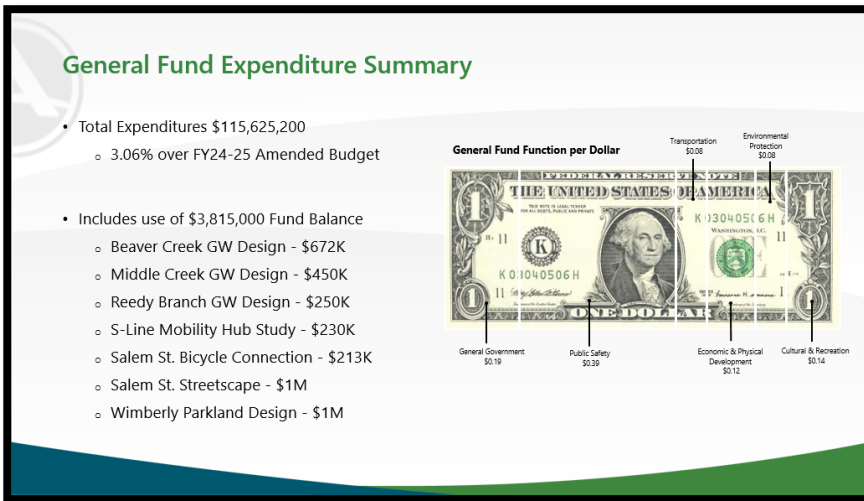
4
5 **[SLIDE 19]**

Tax Rate Change Effect for Residents

Tax rate increase
\$.025

| Home Value | Property Tax Rate Comparison | | | | Change (CY-Rec.) | Per Month |
|------------|------------------------------|---------|---------|---------|---------------------|--------------|
| | \$0.34 | \$0.356 | \$0.36 | \$0.365 | | |
| \$400k | \$1,360 | \$1,424 | \$1,440 | \$1,460 | \$100 | \$8.33 |
| \$500k | \$1,700 | \$1,780 | \$1,800 | \$1,825 | \$125 | \$10.42 |
| \$600k | \$2,040 | \$2,136 | \$2,160 | \$2,190 | \$150 | \$12.50 |
| \$700k | \$2,380 | \$2,492 | \$2,520 | \$2,555 | \$175 | \$14.58 |
| \$900k | \$3,060 | \$3,204 | \$3,240 | \$3,285 | \$225 | \$18.75 |

1 **[SLIDE 20]**

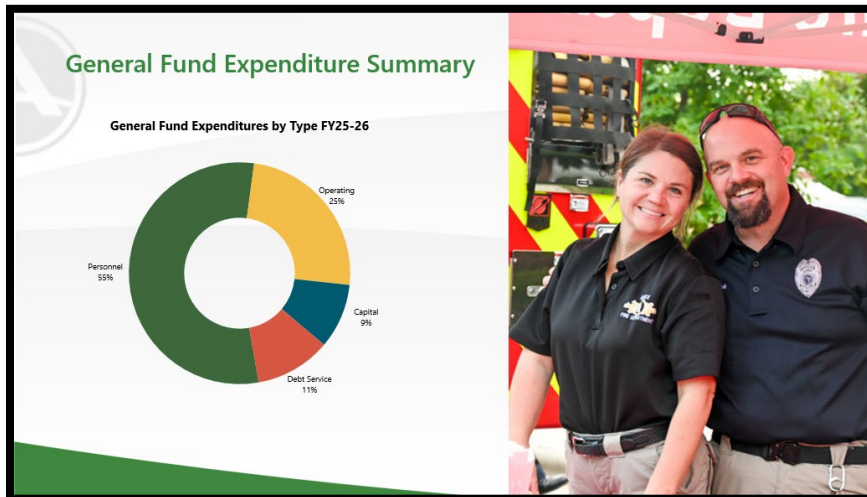


2

3 **Councilmember Gantt** asked about the S-line being unfunded.

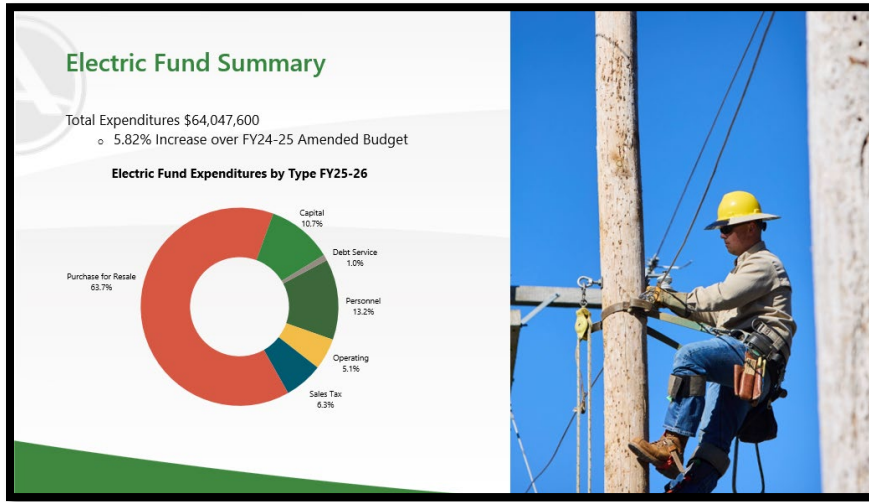
4 **Town Manager Vosburg** said that Assistant Town Manager Stone would address that.

5 **[SLIDE 21]**



6

1 **[SLIDE 22]**



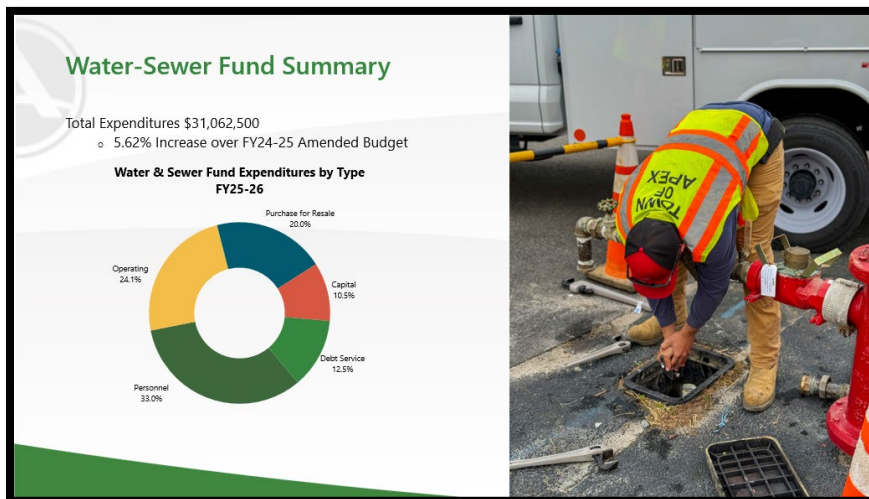
2
3 **[SLIDE 23]**

Electric Rate Change Effect for Residents

- Base rate increase \$1.50
- Energy rate increase 4%

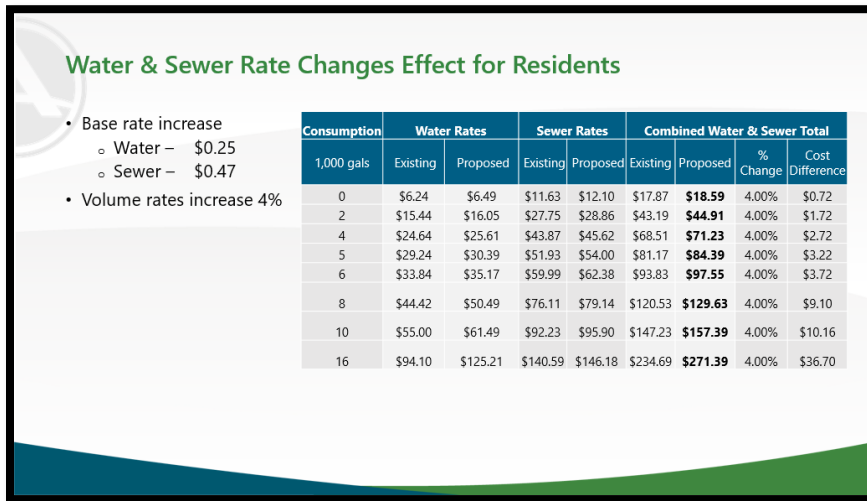
| Apex Residential Customers | | | |
|----------------------------|--------------------|---------------------|----------------|
| Kwh | Current Avg/ Month | Proposed Avg/ Month | Monthly Change |
| 950 | \$134.14 | \$139.91 | \$5.78 |
| 1,150 | \$156.80 | \$163.47 | \$6.68 |
| 1,250 | \$168.13 | \$175.25 | \$7.13 |
| 1,350 | \$179.46 | \$187.03 | \$7.58 |

4
5 **[SLIDE 24]**

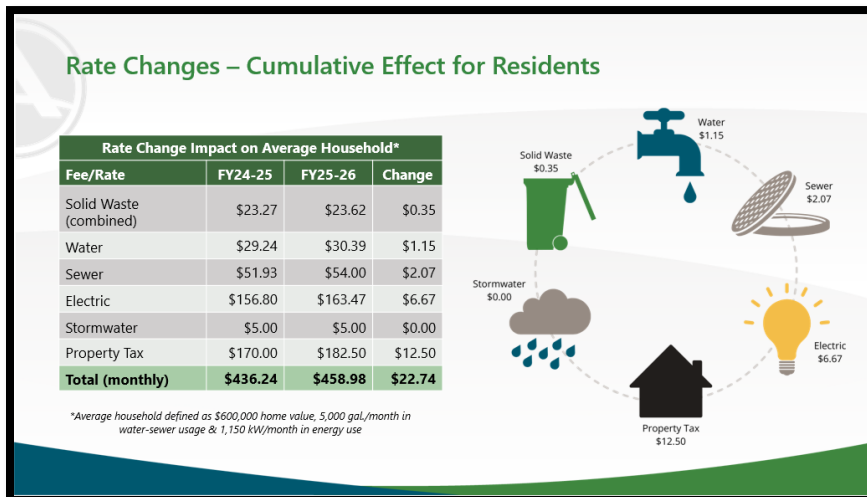


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1 **[SLIDE 25]**

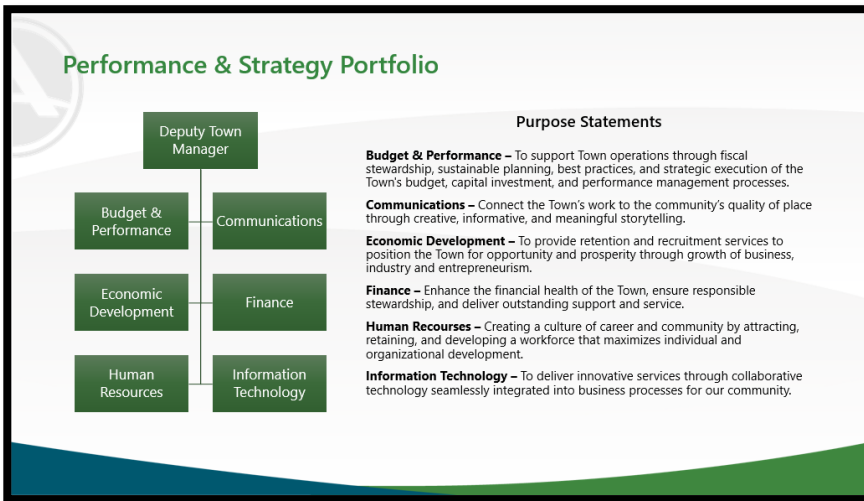


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3 **[SLIDE 26]**

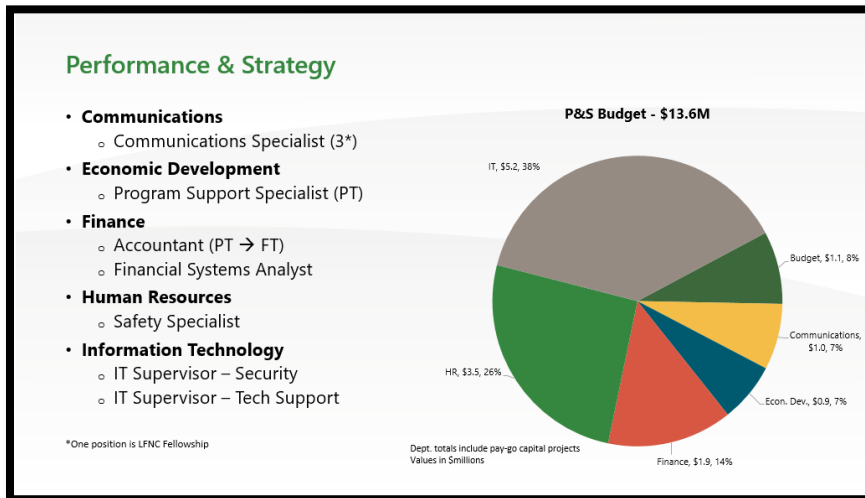


4
5 **Town Manager Vosburg** asked Shawn Purvis, Deputy Town Manager, to present the
6 Performance & Strategy Portfolio.

1 [SLIDE 27]



2
3 [SLIDE 28]



4
5 [SLIDE 29]

Performance & Strategy: Projects & Programs

| | |
|---------------------------------|---------|
| • Smart Technology/AI | \$200K |
| • Cyber Security Enhancements | \$127K |
| • Employee Health & Safety | \$31.5K |
| • Employee Education Assistance | \$25K |

6

Councilmember Gantt asked if these were additional projects.

Deputy Town Manager Purvis said that these are additional.

[SLIDE 30]

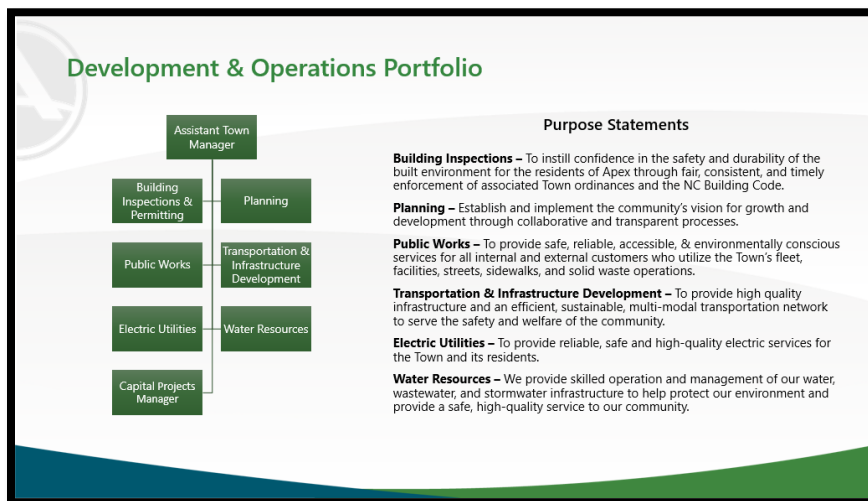


Councilmember Gantt asked if the training and initiatives were cut back after negotiations.

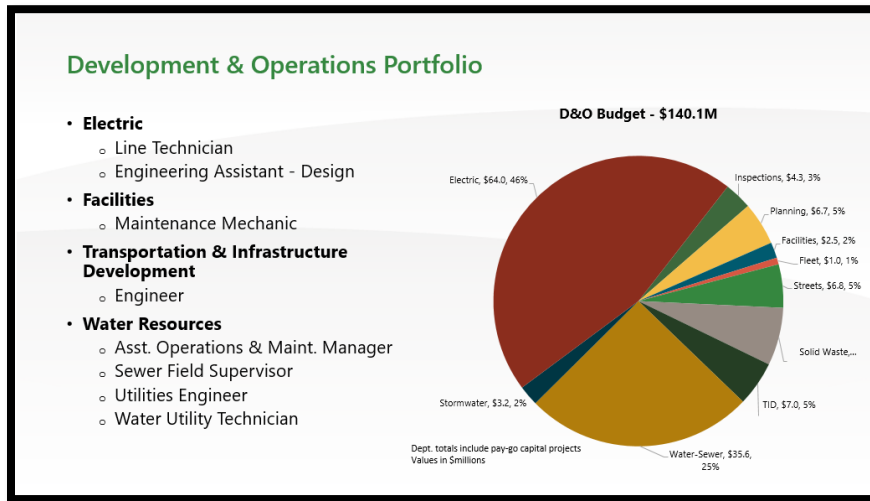
Deputy Town Manager Purvis said yes that they had worked with the departments.

Town Manager Vosburg then asked Marty Stone, Assistant Town Manager, to come to give the presentation for the Development & Operations Portfolio.

[SLIDE 31]



1 **[SLIDE 32]**



2
3 **[SLIDE 33]**

Development & Operations Portfolio: Projects & Programs

| | | | |
|------------------------------------|----------|---------------------------------|-----------|
| • Electric System Expansion | \$5.5M | • Olive Chapel-BBQ Intersection | \$256K* |
| • Annual Pavement Management | \$3.625M | • Rear Loader Addition | \$240K |
| • Green Level Substation | \$2M | • Abington Gravity Sewer Ext. | \$220K |
| • UV System Replacement | \$1.5M | • S. Salem Bike Connection | \$212.5K* |
| • Apex Peakway N. Widening | \$1.2M | • Crosswalk Beacon Replacement | \$210K |
| • Little Beaver Creek Gravity Ext. | \$1.1M | • Vision Zero Programs | \$160K |
| • Salem St. Streetscape | \$1M | • Vision Zero Projects | \$150K |
| • Leaf Truck Replacement | \$360K | • Seagroves Farm Dam Repair | \$100K |
| • Howell Road Water Line | \$270K | • Pleasant Plains Access Study | \$75K* |

*Town Contribution, Additional Grant Funds for Project

4
5 **Councilmember Gantt** asked about the projects that are partial for this year and are
6 going to be in next year's budget.

7 **Assistant Town Manager Stone** said that these are the monies needed for this year
8 for the current phase of the project. He said that they looked at projects that would not
9 happen this year so that funding would not be included in this year's budget.

[SLIDE 34]

| Development & Operations Portfolio: Unfunded Opportunities | |
|--|----------|
| • Pavement Management Backlog* | \$5M |
| • Jesse Drive Phase I Construction* | \$4.35M |
| • Lake Pine Dam Replacement | \$1.6M |
| • Load Management Switch Replacement | \$1.565M |
| • Staff Positions** | \$995K |
| • Streetlight Upgrade to LED | \$750K |
| • Solar Initiative | \$670K |
| • S-Line Mobility Hub Study | \$230K |
| • Training Opportunities | \$122K |
| • CSX Switching Relocation Phase II | \$120K |

* Project cost is part of transportation bond
**Includes 5 new requests and 1 existing FTE that will not be funded in FY25/26

Councilmember Gantt asked about potential timeframes on the switching yard.

Assistant Town Manager Stone said that it was a CAMPO-led study, and he was not sure but could ask.

Councilmember Killingsworth asked if these types of studies would want to close crossings to increase speed.

Assistant Town Manager Stone said that would be a good assumption and that could come into play.

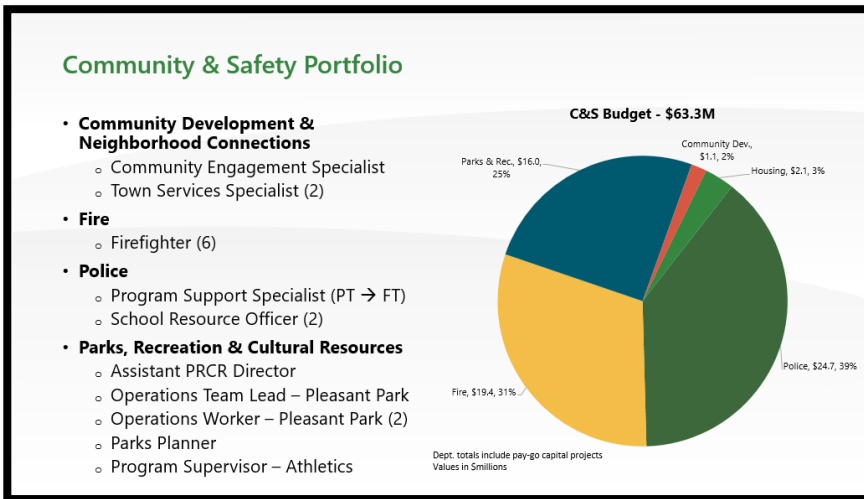
[SLIDE 35]



Town Manager Vosburg invited Demetria John, Assistant Town Manager, to give the presentation on the Community & Safety Portfolio.

Assistant Town Manager John introduced her team and gave the following presentation:

1 **[SLIDE 36]**



2
3 **[SLIDE 37]**

Community & Safety Portfolio: Projects & Programs

| | | | |
|------------------------------|--------|------------------------------|----------|
| • Beaver Creek GW | \$672K | • Fire Engine | \$1.25M* |
| • Kidstowne Playground | \$200K | • Fire Station 3 Renovations | \$6M* |
| • Middle Creek GW | \$450K | • PD Drone Program | \$197.5K |
| • Public Art Master Plan | \$25K | • PD Wellness Program | \$175K |
| • Reedy Branch GW | \$250K | | |
| • Wimberly Parkland Design | \$1M | | |
| • Apex Cares Housing Rehab | \$750K | | |
| • CommUniversity | \$7K | | |
| • Housing Education Campaign | \$30K | | |
| • Neighborhood Grants | \$30K | | |

*Debt Financing

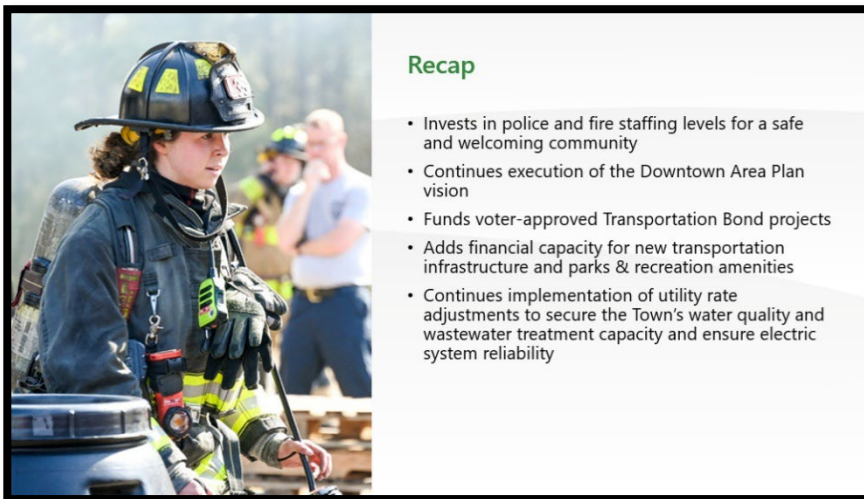
4
5 **[SLIDE 38]**

Community & Safety Portfolio: Unfunded Opportunities

| | |
|------------------------------------|--------|
| • New Positions | \$1.6M |
| • Training Opportunities | \$26K |
| • Small Pick-Up Truck | \$80K |
| • Cricket Batting Cage | \$55K |
| • Driving Simulator | \$220K |
| • Street Hockey Cover & Playground | \$200K |
| • Annual Greenway Allocation | \$300K |

6

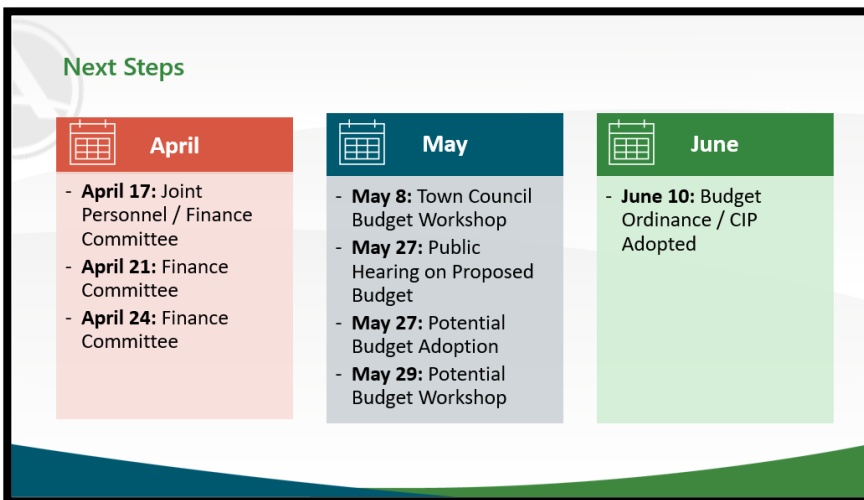
1 **[SLIDE 39]**



Recap

- Invests in police and fire staffing levels for a safe and welcoming community
- Continues execution of the Downtown Area Plan vision
- Funds voter-approved Transportation Bond projects
- Adds financial capacity for new transportation infrastructure and parks & recreation amenities
- Continues implementation of utility rate adjustments to secure the Town's water quality and wastewater treatment capacity and ensure electric system reliability

2
3 **[SLIDE 40]**



Next Steps

| April | May | June |
|--|---|--|
| <ul style="list-style-type: none">- April 17: Joint Personnel / Finance Committee- April 21: Finance Committee- April 24: Finance Committee | <ul style="list-style-type: none">- May 8: Town Council Budget Workshop- May 27: Public Hearing on Proposed Budget- May 27: Potential Budget Adoption- May 29: Potential Budget Workshop | <ul style="list-style-type: none">- June 10: Budget Ordinance / CIP Adopted |

4
5 **Mayor Gilbert** said that he liked this process and the presentation. He asked if there
6 were any questions from Councilmembers.

7 **Councilmember Killingsworth** said she was glad about the transparency and
8 openness of discussion and that it gives the picture of what is happening behind the scenes
9 that is typically not seen, and she appreciates the recommendations.

10 **Mayor Pro Tempore Gray** said that this gives more of a perspective and direction and
11 the opportunity to give Council what the departments need. He thanked the Town Manager
12 and other staff for putting this together.

13 **Councilmember Gantt** said that the unfunded items in the past had scenarios within
14 half-cent increments of tax rate options and asked if they would be doing that this year.

15 **Town Manager Vosburg** said that it had not been planned yet but they would bring
16 that information to them if they wanted.

17 **Councilmember Mahaffey** said that he was looking forward to seeing the budget
18 book and he thanked the departments for the work on the budget. He said that a lot of

sacrifices are being made, and he would keep that in mind while this budget was being contemplated.

Mayor Gilbert declared the meeting in recess at **4:45 p.m.** and stated the meeting would continue in 15 minutes on the 3rd Floor in Training Rooms A and B.

[DEBT MODELING FOR WATER AND WASTEWATER TOWN UTILITY]

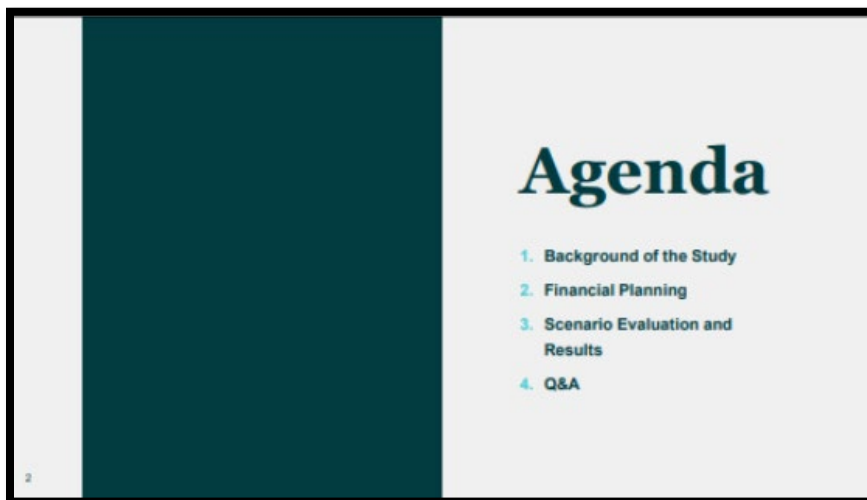
Mayor Gilbert reconvened the meeting at **5:00 p.m.**

Interim Finance Director Jessica Murphy-Rhem introduce **Will Kerr**, Raftelis Financial Consulting Inc. to give the following presentation

[SLIDE 1]



[SLIDE 2]



1 [SLIDE 3]

Background of the Study

- Raftelis & Town Staff collaborated on a Financial Planning Study for the Water & Sewer System
- Utilized billing data, operating expense records, growth assumptions, and the Town's Capital Improvement Plan (CIP)
- Goal is to establish a plan – “What can we afford?”

3

2
3 [SLIDE 4]

Financial Plan

- Goal
 - › Model yearly cash flow and reserve balances and calculate rates
- Key Cost Drivers
 - › Cost Escalation
 - › CIP / Capital Needs
- Revenue Drivers
 - › Customers and usage
 - › Rate increases
 - › System development fees
- Financial policies are the balancing mechanism

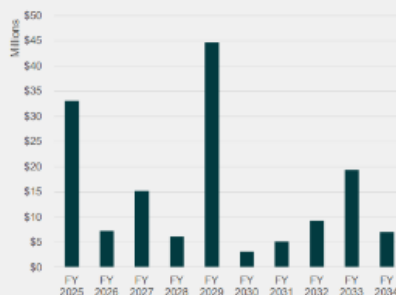


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4
5 [SLIDE 5]

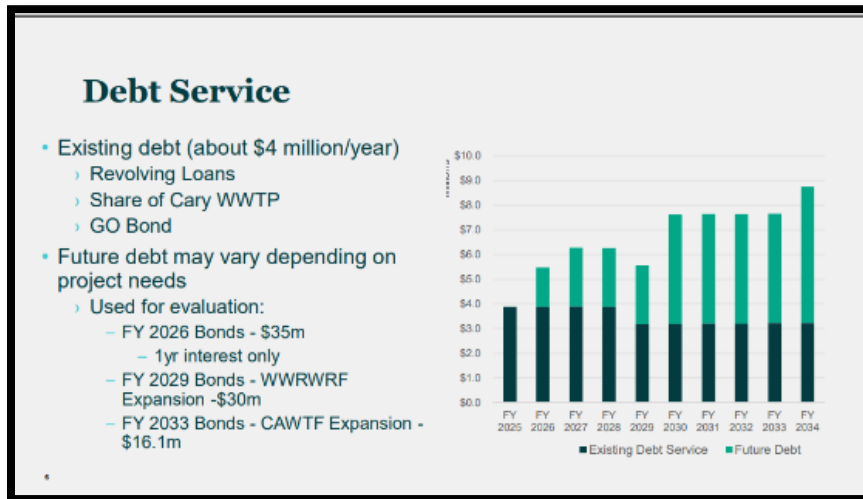
Capital Planned Improvements

- Total 10-year CIP: **\$150.4m**
- Major Projects:
 - › \$40 million for Big Branch Pump Station
 - Some funding already set aside
 - › \$28.9 million for WWRWF Expansion to 30 MGD
 - Cost share likely to increase
 - › \$16.1 million for CAWTF Expansion



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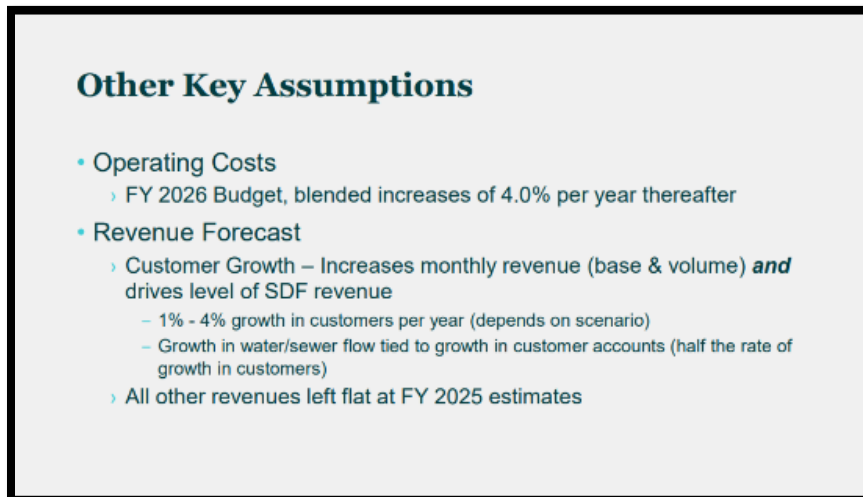
[SLIDE 6]



Councilmember Mahaffey asked what the deal bond was for water and sewer.

Deputy Town Manager Purvis said that they could look it up. It depends on if that was the best interest rate that they could get at that time. He said it pre-dated everyone on staff now.

[SLIDE 7]



Councilmember Mahaffey asked what flexibility there is instead of the STF rates.

Deputy Town Manager Purvis said there is a prescription for how they have to be derived from the utility side.

Town Attorney Hohe said the calculation had the requirements built into it.

Councilmember Mahaffey asked if there was any flexibility in that calculation.

Assistant Town Manager Stone said that there are combined methods, for example looking at future projects that adds capacity. He gave an overview of what additional capacity would look like, and estimating costs based on capacity added.

Councilmember Mahaffey said that the STF fund is occasionally revisited.

Assistant Town Manager Stone said that they have to be revisited every 5 years, but they can be revisited at any time.

Councilmember Gantt asked what factors affect the forecasts. He said that land use choices may affect the growth.

Mr. Kerr said land use planning doesn't affect it and it is simpler from top level.

Councilmember Gantt asked if the factors are real and whether they would have more town homes for single family homes in the future.

Mr. Kerr said yes density and use would have an impact in that regard. He said there are a lot of factors because there are other revenues.

Councilmember Gantt asked if the different growth models could be one aspect.

Mr. Kerr said that it would consider large water users when working with infrastructure planning and larger operations like manufacturing plants are a different level for water demand.

[SLIDE 8]

Scenario Evaluation Process

- Key Variables
 - › Growth and SDF revenues
 - › Capital project timing
 - › Rates and rate increases
- Financial Planning Targets
 - › Debt Service Coverage = 1.5x Total Debt
 - › Days Cash on Hand = 365 Days
 - › Based on input from the Town's Financial Advisor to Achieve Aa/AA
 - Double A Rating Standard for NC Bonds for High-Quality Issuers Like Apex

[SLIDE 9]

Summary of Results

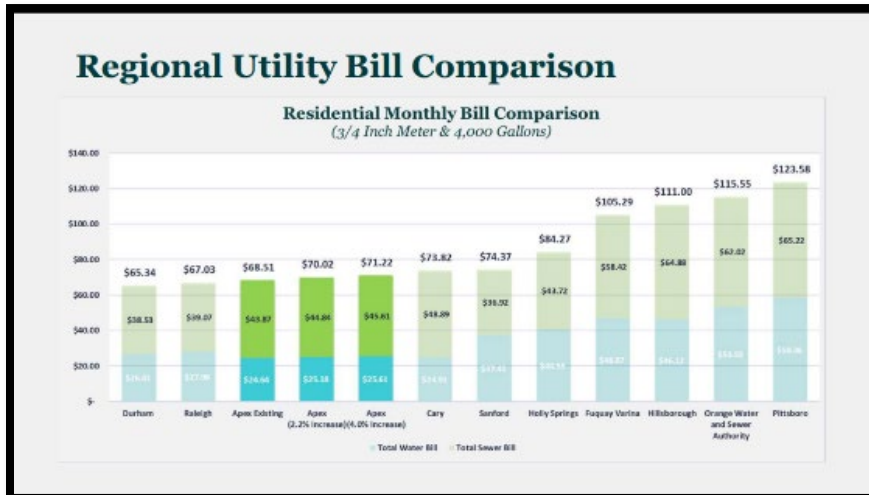
| Scenario | Account Growth | CIP Funded (\$M) | Debt Funding (\$M) | Annual Rate Increase |
|-------------|----------------|-------------------|--------------------|----------------------|
| Scenario 1A | High – 4% | \$150.4 (100%) | \$81.1 (54%) | 2.2% |
| Scenario 1B | Moderate – 3% | \$149.2 (99%) | \$81.1 (54%) | 4.0% |
| Scenario 1C | Moderate – 2% | \$128.1 (85%) | \$81.1 (64%) | 4.0% |
| Scenario 1D | Low – 1% | \$85.9 (57%) | \$49.1 (57%) | 4.0% |

1 [SLIDE 10]

Summary of FY26 Residential Bill Impacts

| User | Monthly Usage (Gallons) | Current Bill | FY2026 Proposed Bills | | FY2026 Proposed Bill Increase | |
|-----------------|-------------------------|--------------|------------------------------------|--|------------------------------------|--|
| | | | Scenario 1A (High Customer Growth) | Scenario 1B-D (Moderate-Low Customer Growth) | Scenario 1A (High Customer Growth) | Scenario 1B-D (Moderate-Low Customer Growth) |
| Small User | | | | | | |
| Water Bill | 2,500 | 17.74 | 18.13 | 18.44 | 0.39 | 0.70 |
| Wastewater Bill | | 31.78 | 32.48 | 33.04 | 0.70 | 1.26 |
| Combined Bill | | \$ 49.52 | \$ 50.61 | \$ 51.48 | \$ 1.09 | \$ 1.96 |
| Average User | | | | | | |
| Water Bill | 4,000 | 24.64 | 25.18 | 25.61 | 0.54 | 0.97 |
| Wastewater Bill | | 43.87 | 44.84 | 45.61 | 0.97 | 1.74 |
| Combined Bill | | \$ 68.51 | \$ 70.02 | \$ 71.22 | \$ 1.51 | \$ 2.71 |
| Large User | | | | | | |
| Water Bill | 6,000 | 33.84 | 34.58 | 35.17 | 0.74 | 1.33 |
| Wastewater Bill | | 59.99 | 61.32 | 62.37 | 1.33 | 2.38 |
| Combined Bill | | \$ 93.83 | \$ 95.90 | \$ 97.54 | \$ 2.07 | \$ 3.71 |

2
3 [SLIDE 11]



4
5 [SLIDE 12]

Thank you!

Contact:
Will Kerr / 704 247 3231 / wkerr@raftelis.com

6

1 [SLIDE 13]



**MSRB REGISTERED
MUNICIPAL
ADVISOR**

Raffelis is a Registered Municipal Advisor within the meaning as defined in Section 15B (e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule).

However, except in circumstances where Raffelis expressly agrees otherwise in writing, Raffelis is not acting as a Municipal Advisor, and the opinions or views contained herein are not intended to be, and do not constitute "advice" within the meaning of the Municipal Advisor Rule.

2
3 [SLIDE 14]

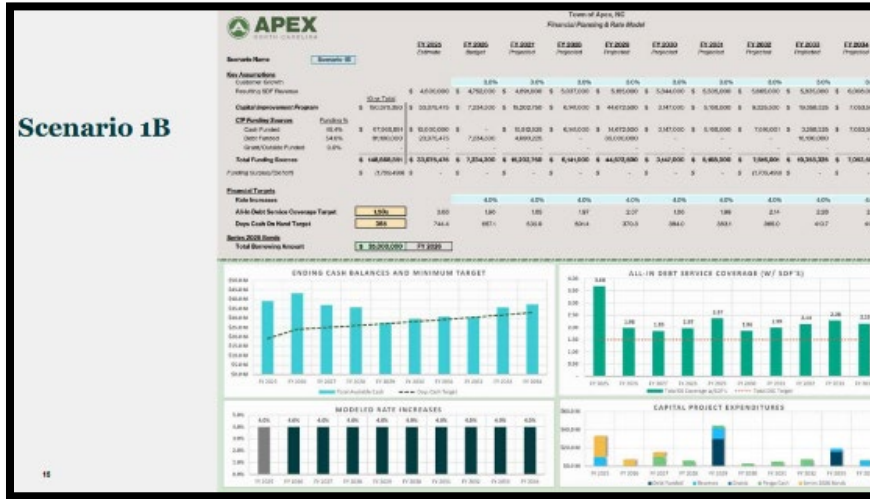


4
5 **Councilmember Gantt** asked what the average growth over the past 10 years was.

DRAFT | APRIL 15, 2025 TOWN COUNCIL WORK SESSION MEETING MINUTES

Mr. Kerr said about 6%. He said this scenario is a bit more conservative than that.

[SLIDE 15]



[SLIDE 16]



[SLIDE 17]



Councilmember Gantt asked if slow growth meant that the projects would get deleted because they wouldn't be needed as soon.

Mr. Kerr said that is one of the limits that they are up against because they don't have a CIP that is dynamic and adjusts itself. He said that it is more of a thought exercise and trying to look at the long-term picture.

Councilmember Killingsworth said this was more of an objective understanding of how growth affects us and how stopping growth would affect us.

Interim Director Murphy-Rhem said that the policies helped shape the projections and the all-in debt coverage ratio in Scenario 1D were 1.5 times lower around FY27, so with this scenario the target would not be met in the metrics. She said this was a very conservative scenario.

Councilmember Gantt asked if the model from Planning would be going down over time in the growth rate.

Deputy Town Manager Purvis said that the real-life growth model is 80% residential. He said that the hope was that there was some non-residential growth. He said that in the scope of this and what has already been built or coming that they are comfortable with the 3% range, and that the peak should be in a couple of years based on what is coming.

Director Deaton said that there is variability with the price of projects and 10 years in the future prices will change and go up.

Former Director Morrison said that this is a planning document, and it's not set in stone and can be reviewed annually.

Councilmember Mahaffey said that he favored scenario 1A. He said that as costs are rising, and project costs are increasing, it may be good to do an STF evaluation every 5 years. He asked if the last study could be sent out again.

Mr. Kerr asked if there were any other questions.

Interim Director Murphy-Rhem said that scenario 1A is the lowest impact and they are looking for some guidance from Council.

DRAFT | APRIL 15, 2025 TOWN COUNCIL WORK SESSION MEETING MINUTES

Mayor Gilbert suggested 1A and called for a show of hands to see which councilmembers supported option 1A as presented by the consultant.

The following councilmembers said 1A: Mayor Pro-Tempore Edward Gray, Councilmember Audra Killingsworth, and Councilmember Terry Mahaffey.

Councilmember Gantt suggested 1B.

Mayor Gilbert said that it sounded like the majority was 1A.

Councilmember Gantt said that it is hard to know how new developments would play out.

[ADJOURNEMENT]

Mayor Gilbert adjourned the meeting at **5:48 p.m.**

Jacques K. Gilbert
Apex, Mayor

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

Submitted for approval by Apex Town Clerk Allen Coleman

Minutes approved on _____ of _____, 2025.

DRAFT MEETING MINUTES
TOWN OF APEX
REGULAR TOWN COUNCIL MEETING
TUESDAY, APRIL 22, 2025
6:00 PM

The Apex Town Council met for a Regular Town Council Meeting on Tuesday, April 22nd, 2025 at 6:00 PM in the Council Chambers at Apex Town Hall, located at 73 Hunter Street in Apex, North Carolina.

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

<https://www.youtube.com/watch?v=AKSez2jbuF0>

[ATTENDANCE]

Elected Body

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

Town Staff

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

All other staff members will be identified appropriately below

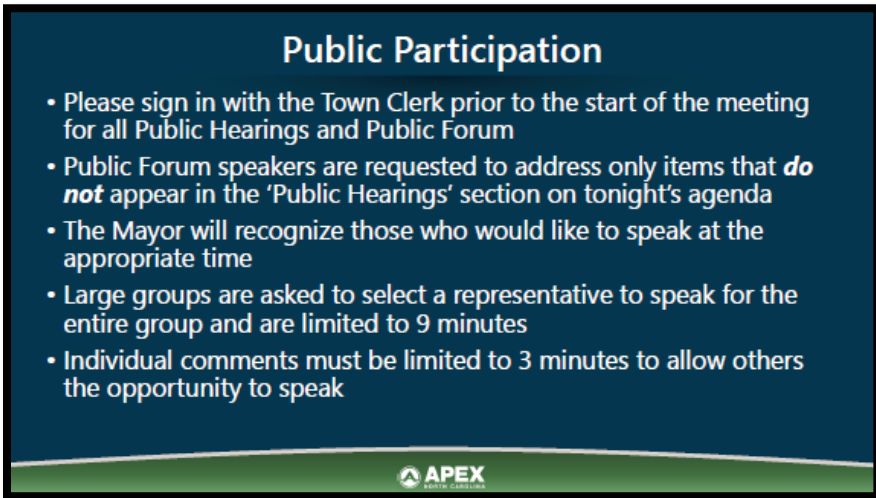
[COMMENCEMENT]

Mayor Gilbert called the meeting to order at **6:00 p.m.** and welcomed all those in attendance. He said that tonight they would be paying tribute to Samantha Faith Mele, an Apex High School student who was killed in a car accident. He invited those in attendance to join in a moment of silence in memory of Samantha. He asked the community to keep her family, friends, and school in their thoughts and prayers.

[SLIDE 1]



[SLIDE 2]



[CONSENT AGENDA]

Mayor Gilbert noted that there was an update to an attachment for Consent Item 8, Resolution Opposing House Bill 765.

Mayor Pro Tempore Gray requested that Consent Item 6 be pulled from the Consent Agenda to make updates to the proposed map for the social district and consult with Legal, and bring it back to Council at the May 13, 2025 Regular Meeting.

Town Manager Vosburg confirmed that should still allow staff time to meet the planned start date of June 07, 2025.

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Mahaffey**, to approve the Consent Agenda, with the removal of Consent Item 6 to return on May 13th, 2025, and the update to the attachment for Consent Item 8.

VOTE: UNANIMOUS (5-0)

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CN1 Agreement - Magnet Forensics Software - Digital Evidence Examination - effective May 10, 2025 through May 09, 2026 (REF: CONT-2025-104)

Council voted to approve a license agreement with Magnet Forensics, effective May 10, 2025 through May 9, 2026, to examine digital evidence with mobile, cloud, and digital resources, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN2 Budget Ordinance Amendment No. 11 - Mills Property Acquisition (REF: ORD-2025-024)

Council voted to approve Budget Ordinance Amendment No. 11 appropriating funds for the Mills property acquisition in Downtown Apex.

CN3 Council Meeting Minutes - Various

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

March 18, 2025 - Town Council Work Session Minutes

March 25, 2025 - Regular Town Council Meeting Minutes

CN4 Memorandum of Understanding (MOU) between Town of Apex and Thales Academy - Emergency Evacuation Plan and Accommodations - effective through April 30, 2030 (REF: CONT-2025-105)

Council voted to approve a Memorandum of Understanding (MOU) between the Town of Apex and Thales Academy, effective May 01, 2025 through April 30, 2030, for the purpose of emergency evacuation and special accommodations.

CN5 Multi-Year Contract - LexisNexis - Legal Research Software - May 1, 2025 through April 30, 2028 (REF: CONT-2025-106)

Council voted to approve a multi-year Subscriber Amendment and Addendum with LexisNexis for legal research software, effective through April 30, 2028, and authorize the Apex Town Attorney to execute the same.

~~**CN6 Ordinance Amendment - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establishment of Social District Downtown Apex - Effective June 07, 2025**~~

~~Joanna Helms, Director, Economic Development Department~~

CN7 Ratify Amendment - Hazen and Sawyer, P.C. - Design Services Agreement Big Branch Force Main and Pump Station No. 2 (REF: CONT-2025-107)

Council voted to ratify an amendment to the existing Design Services Agreement between the Town of Apex and Hazen & Sawyer, P.C. for design of the Big Branch Pump Station and Force Main No. 2.

CN8 Resolution in Opposition of House Bill 765 - Local Govt. Development Regulations Omnibus (REF: RES-2025-018)

Council voted to adopt a Resolution in Opposition of House Bill 765, An Act to Reform Local Government Development Regulations in This State, and direct the Town Clerk to provide a certified copy of this resolution to all elected representatives representing the Town of Apex in the North Carolina General Assembly, and All Wake County Municipal Mayors, Town Councilmembers, and Town Clerks and request their support of this legislation.

CN9 Resolution Supporting Abandonment of a Portion of Chapel Ridge Road by North Carolina Department of Transportation (NCDOT) (REF: RES-2025-019)

Council voted to Approve a Resolution Supporting Abandonment of a Portion of Chapel Ridge Road (SR 1197, Wake County) by the North Carolina Department of Transportation (NCDOT).

CN10 Software License Agreement - Cellebrite Inc. - Digital Forensics Subscription - June 21, 2025 through June 20, 2026 (REF: CONT-2025-108)

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Council voted to approve a license agreement with Cellebrite Inc, effective June 21, 2025 through June 20, 2026, to examine digital evidence with mobile, cloud, and digital resources, and authorize the Town Manager, or their designee, to execute on behalf of the Town.

CN11 Tax Report - February 2025 (REF: OTHER-2025-035)

Council voted to approve the Apex Tax Report dated March 20, 2025.

CN12 Unified Development Ordinance Amendments (UDO) - March/April 2025 - Signs - Statement of the Town Council (REF: OTHER-2025-033)

Council voted 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 April 8, 2025 related to signs.

CN13 Unified Development Ordinance Amendments (UDO) - March/April 2025 - Staff - Statement of the Town Council (REF: OTHER-2025-034)

Council voted 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 April 8, 2025 proposed by staff.

[UPDATES BY TOWN MANAGER]

Town Manager Vosburg gave updates on the budget timelines, including the Finance Committee Meeting on April 24th, the Budget Work Session on May 8th, the Budget Public Hearing at the May 27th Regular Council Meeting, an if-needed Budget Work Session May 29th, and a planned Budget Adoption on June 10th. He said EarthFest was coming up this weekend, along with ThinkApex Day on Saturday. He said PeakFest will be held on May 3rd in Downtown. He added that Randall Haskins and Victorian Simmons with Communications received awards from the NC City and County Communicators Conference. He introduced Nora Skinner, the Town's new Environmental Programs Coordinator. Finally, he mentioned the Utility Billing update, and that they expect to have preliminary results available to review from the Third-Party Reviewer.

[PRESENTATIONS]

PR1 Proclamation - Apex Earth Day - Saturday, April 26, 2025 (REF: PRO-2025-013)

Mayor Gilbert and Town Council read the Earth Day Proclamation in unity. Mayor Gilbert invited Nora Skinner and Don Reaves, Sustainability Coordinator, to receive the Proclamation. He also invited John Garrison, Vice Chair of the Environmental Advisory Board as well.

PR2 Proclamation - Civilian Law Enforcement Professionals Week - Sunday, April 20 through Saturday, April 26, 2025 (REF: PRO-2025-014)

Mayor Gilbert and Town Council read the Civilian Law Enforcement Professionals Week Proclamation in unity. Mayor Gilbert invited Chief Johansen and Town of Apex Civilian Law Enforcement Professionals to receive the Proclamation.

PR3 Proclamation - National Tennis Month 2025 - May 2025 (REF: PRO-2025-015)

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Mayor Gilbert and Town Council read the National Tennis Month Proclamation in unity. He invited Laura Weygandt, Executive Director of the Western Wake Tennis Association, and Barbara Sinapoli, WWTB Board Member, to receive the Proclamation.

Ms. Weygandt said tennis was arguably the healthiest sport to play, and she said they were fortunate to have great support from the Town Council and the Parks and Recreation Department.

PR4 Proclamation - Public Service Recognition Week - Sunday, May 4 through Saturday, May 10, 2025 (REF: PRO-2025-016)

Mayor Gilbert and Town Council read the Public Service Recognition Week Proclamation in unity. Mayor Gilbert invited Members of the Employee Extension Team up to receive the award.

Mariah Maheswaran, Co-Chair of the Employee Extension Team, said it was a new team designed to provide employee recognition, foster ideas across departments, and provide employee feedback to Town Council. She thanked the Town Council and Community for support of its employees.

Deputy Town Clerk Ashley Gentry also recognized Joshua Killian, the other Co-Chair of EXT, who could not be at the meeting.

PR5 Proclamation - Safe Drinking Water Week 2025 - Sunday, May 5 through Saturday, May 11, 2025 (REF: PRO-2025-017)

Mayor Gilbert and Town Council read the Safe Drinking Water Week Proclamation in unity. Mayor Gilbert then invited up members of the Water Resources Department to receive the Proclamation.

Water Resources Director Michael Deaton said his team works incredibly hard, and the work they do is vital to the quality of the water supply and health of the community. He thanked the Town Council and community.

PR6 Proclamation - Think Apex Day - Saturday April 26, 2025 (REF: PRO-2025-018)

Mayor Gilbert and Town Council read the Safe Drinking Water Week Proclamation in unity. He then invited Community Engagement Manager, Brianne Gill, and Department Director Marla Newman to receive the proclamation.

[REGULAR MEETING AGENDA]

A **motion** was made by **Councilmember Gantt**, seconded by **Mayor Pro Tempore Gray**, to approved the Regular Meeting Agenda as presented.

VOTE: UNANIMOUS (5-0)

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[PUBLIC FORUM]

Mayor Gilbert opened Public Forum, and invited up the first speakers.

First to speak was **Jessica Nance** of 600 Bladestone Court, and **Marina Galaka** 2412 Pecan Ridge Way:

"I'm concerned about the lack of affordable housing options here in Apex. I believe that solving this problem requires that elected officials, town staff, and community members collaborate on creative approaches that are affordable to all lower to moderate income households. That is households with annual incomes of less than 30,000 dollars, and up to 80% of the area median income, which in 2024 was 98,000 per family of 4. You'll hear in a moment from my dear friend Marina about her family's abrupt departure from their home in Ukraine, devastated by war, to their life with my family in Apex for 2 and a half years. Her story includes a struggle to find their own home, one that they could afford, closer to their kid's schools, their jobs, and their support network. After you hear her story, we ask you to consider the following. As elected officials, you have the responsibility and the power to make change. I ask for your leadership in this effort in 4 key ways: The first, building socioeconomic equity into the 2025 Affordable Housing Plan by requiring and ensuring that those who need affordable housing are the primary residents providing input into the plan, so you can recognize that there may be loss of trust between lower-income residents and town officials, and take steps to rebuild that trust. Move community engagement sessions into the communities most effected. Give power to their voices, back up their input with direct allocation of funding. Consider affordable housing as a core value in all zoning, planning, and policy actions. Make all decisions with this in mind, will it help or will it hurt in moving the needle for affordable housing. Third, set aside additional funding to support affordable housing choices, funding that is directly and 100% dedicated to funding for units dedicated to households making less than 80% of Ami and below. And lastly, ensure more integrated affordable housing, not clustering small units in targeted neighborhoods and segregated apartment complexes. Thank you so much, and now I am pleased to introduce you to my dear friends, Marina."

Ms. Galaka continued: "I am from Ukraine, from the eastern part, from a beautiful city Kharkiv, which is situated only 20 miles from the Russian border. Life there was beautiful, people there know how to love, how to be good friends, and they just know how to live a good, happy life. My family never was planning to move to another country, we were just happy to be at home. But one morning 2 years ago in February my husband woke me up around 4 AM, telling me that Russia started the war, that there was explosions all over the city, and that I don't have time to process this, we need to leave. My son was sleeping in another room, he was 9 years old, his backpack was all ready for school with homework done. My daughter was 2, she was sleeping too, so we had to wake them up early, I didn't have time to pack all of our stuff, some toys, some clothes, and we left. We had a car so we just started driving West, the goal was to drive far from the Russian border. So we ended up in Czech Republic, and we stayed there with some friends for a month, when one of my friends contacted me, her name is Laura, she lives in Raleigh, I met her during my college year in Ukraine when I was doing orphanage ministry, she came with a mission trip, so I haven't seen her for 15 years, and she contacted me on Facebook, telling me to please take your family to come to my house and we will figure it out and help you. It was a hard decision to make, but she was the only one who offered, and this is what we did. And it's hard to believe, but we landed in Raleigh on April

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22nd three years ago, so I met my friend's husband, who is a great teacher, and Laura used to work in Church. Their house is not big, but they opened the door, and me and my family started living there. We started to take care of all of our paperwork, work permits, and realized that it's not that easy, it took my husband 6 months to get his work permit, and only in October he started working. Of course, we couldn't live with my friend for a very long time, and we were very grateful for what she said, and we started looking for opportunities to rent something, and I'm not talking about a house, maybe about a condo or apartment, but very quickly understood that we can't afford it. My husband started working as an electrician assistant just to have money for groceries, and it truly helped us, but it was pretty desperate time, we couldn't see any future of how to stay here. So, then it happened that through some friend's Jessica's family heard about us, and they offered us to live with them, and we have lived with them for 2 years and 2 months. And last summer, we were ready to move from Jessica, and we started to rent our own place in Apex, without her help, I honestly don't see a good ending of our story because with all of the effort, with all the desire, unfortunately there are things in life that are too complicated, so what she has done was priceless, and I am forever thankful for that. This 2 years that we spent with this family were very special to us because emotionally we're having a very hard time, moving here and starting living here, and now we feel much better, and we're in such a good place surrounded by kindness and support of all the local people, and thank you so much for this opportunity I have to speak, and one more time I really want to thank Jessica for what she has done for me, and I want to thank you all for this wonderful community of Apex for all of your kindness and all your support, and my family feels it every day. And of course, there is no place like home, but if you can't live at home, you better live in the most wonderful place to live in America, the little Town of Apex. Thank you."

Next to speak was **Ceil Masella** of 2093 Tordelo Place:

"Good Evening Mayor and members of the Town Council, thank you for allowing me to speak to you tonight. I am president of the Madison at Evans Creek HOA. I have a lot to say with a small amount of time, so hold on. We're a small community of 39 homes, and 4 very large SCMs, I'll refer to them as ponds. Two of them are bioretention ponds, which are very expensive to maintain and repair. They have a filtration system installed, about 2 feet down, made specific stones and sand, and needs to be replaced every 20+ years. The price we were given 2 years ago was \$70,000 per pond. Our resident paid dues of 1,000 dollars per year per home, we have no amenities. Our entire budget goes towards necessities like pond maintenance, landscaping, and bills. The builders started the ponds in 2015. In 2019, we started engaging with town Water Resources with regard to ponds which had not been approved yet. For a long time, they were extremely cooperative with answering all of our questions, because of the financial burden of 4 ponds for 39 homes, we wanted to be sure that each pond was in the best condition possible when it was turned over to us. We had an engineering inspection done on all of the ponds at our expense so we would know their condition. The inspection revealed that there were slopes that were too soft in each pond, but bioretention pond 2, which is the first picture on your packet, had especially weak slopes. This means they were not built correctly and would likely not hold up. Rebuilding them is very expensive, all of the ponds had slopes that were steeper than the approved designed plans designated, we gave our inspection report to Water Resources and the builder to make them aware. I'm not sure the difference it made,

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1 because in late 2020 the town inspected and passed all of the ponds. We were there, the inspection
2 was what I would consider negligent at best, and I shared that with them. Prior to the inspection, the
3 builder's design engineer had to fill out forms called as-built supplements, in which he personally
4 certified that all sloped were built according to Apex standards. We knew they were not. Fortunately,
5 the approval process dictated that the builder needed us to sign off on slopes that were steeper
6 than the plans showed, so we refused and the approval process was not finalized. The builder would
7 have to correct the steepness of the slopes. Our concerns regarding soft slopes led us to the
8 decision to do geotechnical testing of a few of the questionable slopes at our expense, and it was
9 expensive, it's those big tubes they use to get samples from the slope to analyze. We tested 9 spots.
10 Testing showed that the slopes did not have the right soil, or the right compaction, and were not
11 built according to state and local standards. Proof positive that they were bad. We shared with the
12 town and the builder, the town said that the builder engineer certified them, so they weren't really
13 interested in our testing. Fast forward to today, 3 ponds have recently been completed and
14 approved, they are much better than they were when we first encountered them. Bioretention pond
15 2 still needs to be rebuilt. Given that it was all built by the same construction company, we are
16 suspect of the integrity of the rest of the pond. That was all background for our main complaint. If
17 you go down to exhibit number 4, it cites the state law that was written when the project was
18 submitted. The same law exists today. There must be a ten-foot maintenance buffer around the
19 perimeter of each pond. As indicated in the law, which is cited on your packet, that perimeter
20 maintenance buffer, must be included in the original drawings. If you look at drawing, which is
21 number 2, it's not there. The wetlands weren't shown as required either, but that would have opened
22 up a whole bucket of worms. So, none of our ponds have the required buffer. I think you'll agree that
23 the state law was not paid attention to. We not only don't have a 10-foot buffer in bio 2, but if you
24 look at the 2 photos in exhibit 3, you will see that the steep east outside slope, and that's the one
25 that's very soft, practically overlaps the wetlands. That's where the buffer is supposed to be. You can
26 see we can't get through there. The builder is going to place fabric and rip rap on that slope to
27 stabilize it, if that rip rap slides how can we possibly repair it? You're not allowed to disturb the
28 wetlands. Given what we know about bioretention pond number 2, we are very concerned about
29 what's going to be handed over to us. If there are required repairs in that pond and we need large
30 or heavy equipment to make them, we do not have the required buffer to do the job. We were told
31 by our landscapers and our pond engineer that repairs where they really need that buffer will be
32 much more expensive, it is incomprehensible that we would left in such a state of affairs. It violates
33 the ordinance in Apex, the State regulations, and due to the presence of the wetlands, the Jordan
34 Watershed regulations, which requires a greater buffer than 10 feet. Look at exhibit number 2, that's
35 a drawing of the pond. The pond should really be partially on lot 13 where there is a house. The
36 Town of Apex should be protecting their tax-paying residents. When I call the State level agencies
37 they just say that Apex have to follow State laws, and refer us back to the local agency. This HOA
38 should not be penalized by being denied the protection of laws that provide a work buffer. The town
39 allowed homes to be built where ponds should have been. Why should this association bear the
40 burden of mistakes made by the town and the builder. We have to have an engineer certify that all
41 ponds are in tip-top shape annually, through a highly critical inspection process/. How ironic that we
42 are mandated to follow that requirement, when we weren't protected by the requirements of the
43 state of North Carolina. I'm asking this Town Council to please help us and use your voice to
44 advocate on our behalf. If you look at Exhibit 2, you will see that there is an area north of the pond,

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that is designated as RCA. I would ask you to help us have that area reclassified, and have the pond reconfigured to allow us better access. If that's not feasible, then I ask you help to change the wording of the operations and maintenance agreement. The last page of your packet has the cover sheet of that agreement, which we must follow as new owners. The town handed out that agreement and the builder agreed to it. We had no input whatsoever. It designates us as 100% financially responsible for all violations and repairs in the ponds moving forward. That should not be the case where the repair is dependent on the absent buffer. Someone needs to share that burden of higher repair costs. This association honestly cannot afford to lay out expenses that are the fault of the town's inability to follow the rules of law, and on that diagram, do you see where the RCA is, to the right of the pond? If you notice, going directly above the pond, there is actually a high slope here, there is a bunch of trees. There is a note that says those are RCA trees that need to remain there. The builder actually has to remove those trees if we don't agree to that steep slope, so that leads me to believe that that RCA can be reclassified in some way, shape, or form.

Next to speak was **Beth Bland** of 3724 Friendship Road:

"I've spoken out at previous council Meeting concerning the information being shared out to the residents of Apex via the Town Council. You only share what you want the residents to know, and not everything that has taken place. By omitting information, you are manipulating the residents of Apex, who don't have time to fact check you, or to educate themselves. So, an example, today is Earth Day. And the Town is celebrating with Earth Fest, the town is promoting a tree planting celebration with members of Tree CAP. I would like to point out the history of Apex Tree CAP. It was a volunteer Board of residents who advocated for Apex trees and enabled Apex to claim and promote Apex's designation as a Tree City USA. For those of you who don't know, the Town Council voted on December 17th, 2024 to officially dissolve Apex Tree CAP. The volunteers were notified two days later. So, despite the Town Council dissolving Apex Tree CAP over 4 months ago, you have chosen to mislead the public by leaving the Tree CAP webpage up on the Town's website, and you are using the feel-good notion of a tree planting demonstration during Earth Fest, even though Apex Tree CAP no longer exists. So, it's an example of what you have chosen to omit. It seems rather pertinent to point this out on Earth Day. Thank you.

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

"Mayor and Town Council, good evening. As a part of Earth Fest, we must talk about what's happening to trees in Apex. For my neighbors who don't know Apex history, in 2018 Apex participated in a stormwater study, that highlighted Apex's need to increase its urban forest to better manage stormwater, to reduce heat islands which put pressure on the Apex electric grid, to improve air quality, and our overall quality of life. Some of this Council was in office in 2017, and the majority of this Council was in office in 2019, yet nothing has been done with these recommendations. For my neighbors who didn't read the 2023 Apex Tree Canopy Assessment, they may not know that Apex lost more trees than any other community in the last decade. The dismal results did not prompt this Council to create a plan for better protections, or for restoration, but rather takes steps such as disbanding Tree CAP from development. To be clear, Apex resource conservation areas

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ordinances are much like Trail Mix, they're full of a bunch of things. Apex allows many things in the RCA area that are not compatible with trees, such as sewer, power lines, and sidewalks, leaving much less space for trees than the 35% that is touted, and frankly is used to mislead the public. Furthermore, instead of using tree protections, we see Apex Public Projects such as Pleasant Park, with very few trees, that provide little to no shade for those visiting the park. Or we see the town's plan to remove 18 acres of trees for the planned Big Branch Force Main, with no plans to replant any of these trees elsewhere in our affected community. Or we see the town celebrating the development of Veridea, which will lead to the majority of 1100 Acres to be clear cut. The Council's actions ignoring the Apex study data, disbanding Tree CAP, asserting that the RCA actually protects trees when it doesn't. These actions have the effect of misleading and taking advantage of our neighbors who don't have time to fact check or advocate for better protections. Our environment deserves better, and I know you can do more. Thank you."

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

"Good evening Mayor and Town Council. I want to first thank Jessica from Apex's traffic safety for providing with the Traffic Impact Analysis and answering all of my questions. Me and my neighbors are very concerned that the Town of Apex is not hearing us on protecting the safety of the Friendship and New Hill Communities. As we continually experience traffic accidents or near missed. NCDOT and Apex are committed and actually pledged support for Vision Zero, it's a very critical objective. And this seems in contract with how Apex is highly developing high-density development all around us. So, I've promised you that I would do a traffic study, analysis of all the impacts in our area, and I have that tonight. So, let me talk about first the background on the assumptions. So, this is any of the approved or under construction projects in the area, this is old US 1, Highway 1, Veridea on one side, Depot 499 on the north side. Includes growth factors, includes the size of those housing, includes the commercial square footage., It also includes discussion on services levels. And I will say that most of them that I looked at had an F in at least one category, congestion, which would cause accidents of course, risky driving, that kind of thing. Basically, it says West of 540, there is going to 58,000 new cars every day on the road, and that's not talking about school caps or reassignment. You look East of this, there's 26,000 at Depot 499, the kicker is Veridea at 240,000. So, I don't know how the roads can possibly handle this, and we deserve some safety in our area, and I would like you to reach out, and I look forward to your response on this. Thank you."

Mayor Gilbert thanked all those who came out to speak, and moved the meeting on to Public Hearings.

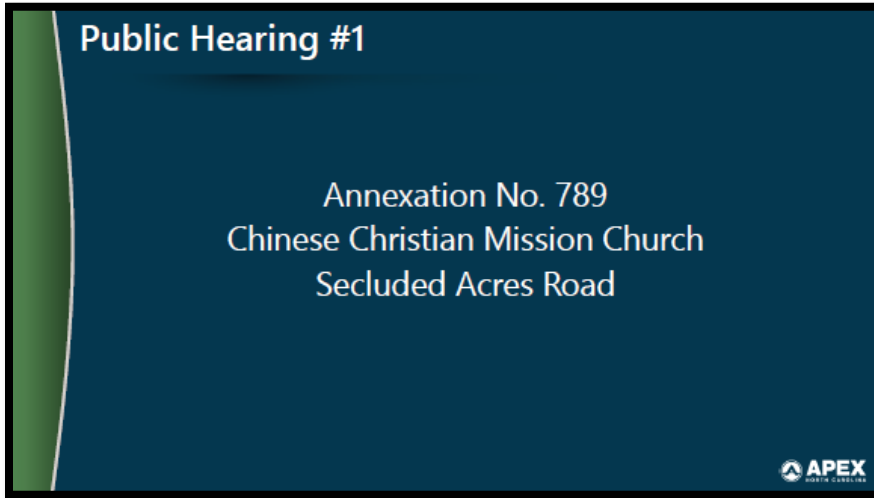
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[PUBLIC HEARINGS]

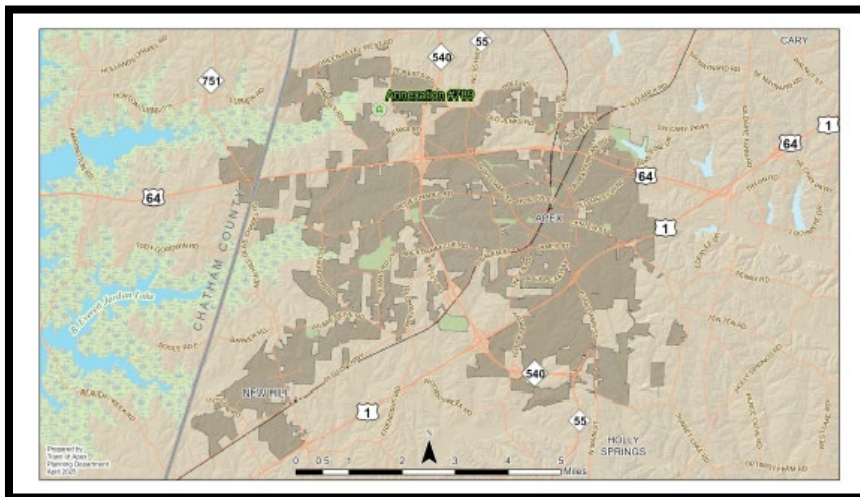
PH1 Annexation No. 789 - Chinese Christian Mission Church - Secluded Acres Road - 4.72 acres (REF: ORD-2025-026)

Dianne Khin, Planning Director, gave the following presentation:

[SLIDE 3]



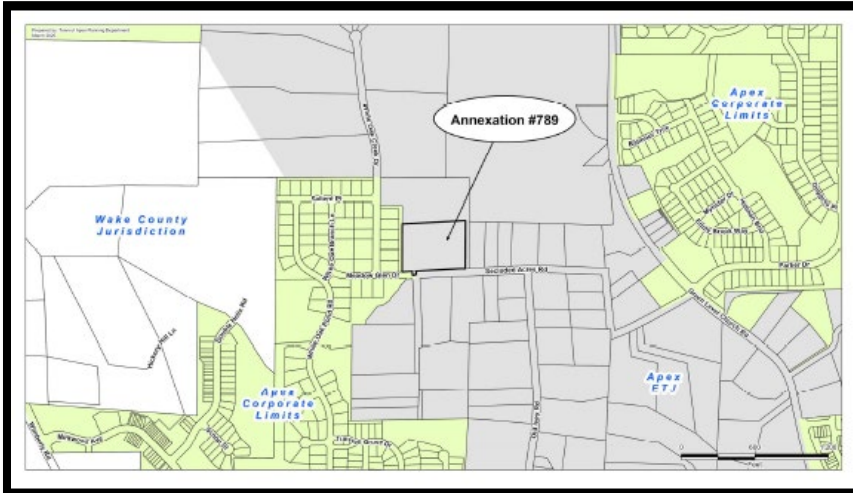
[SLIDE 4]



[SLIDE 5]



[SLIDE 6]



[SLIDE 7]



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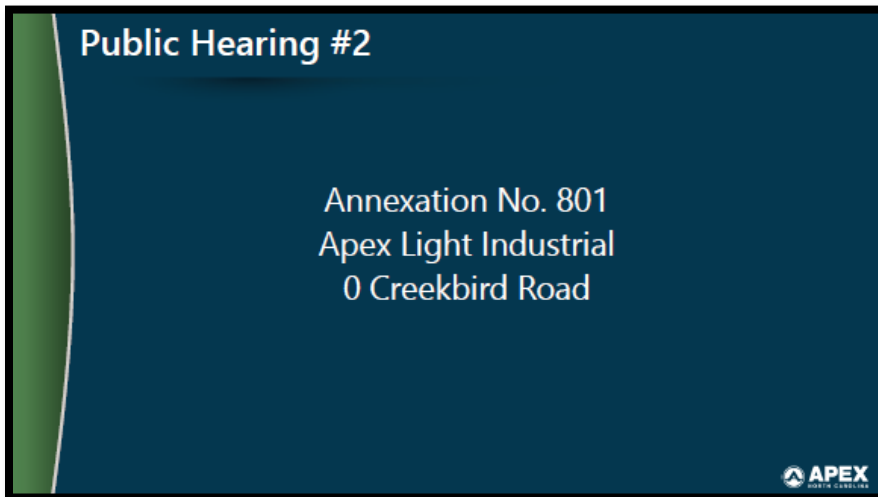
Mayor Gilbert opened Public Hearing for this item. With no one signed up, he closed Public Hearing and moved the item back to Council.

A **motion** was made by **Councilmember Killingsworth**, seconded by **Councilmember Zegerman**, to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 4.72 acres, commonly referred to as Chinese Christian Mission Church, located on Secluded Acres Road, Annexation No. 789, into the Town Corporate limits.

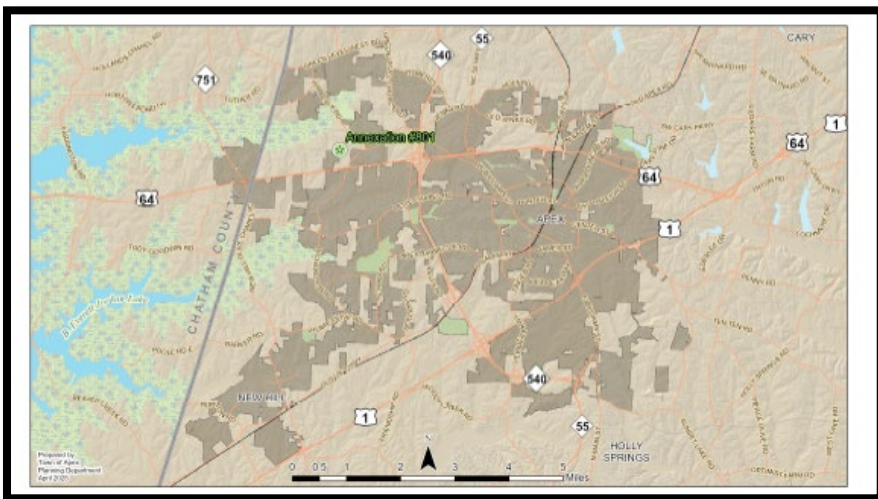
VOTE: UNANIMOUS (5-0)

PH2 Annexation No. 801 - Apex Light Industrial - 0 Creekbird Road - 3.19 acres (REF: ORD-2025-027)

Dianne Khin, Planning Director, gave the following presentation:
[SLIDE 8]



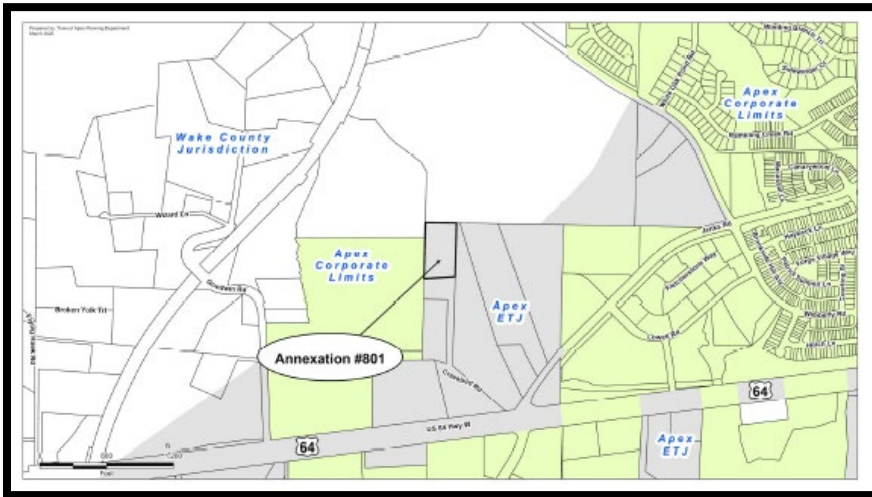
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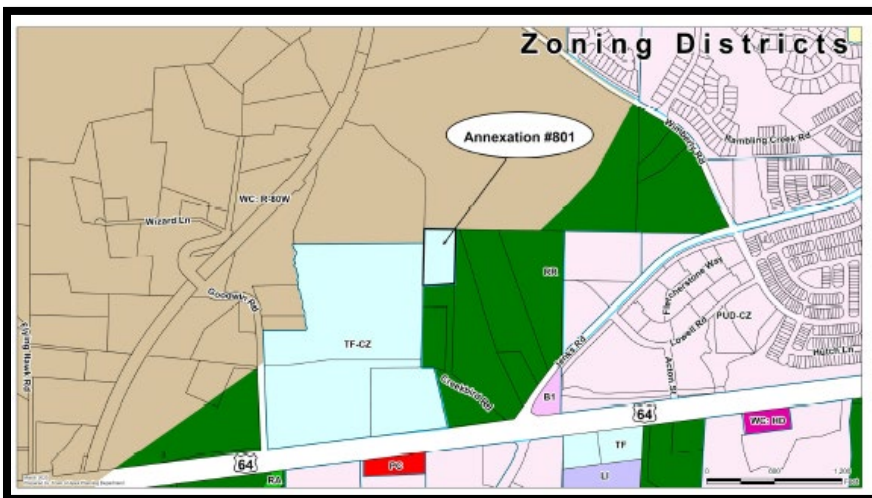
[SLIDE 10]



[SLIDE 11]



[SLIDE 12]



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Mayor Gilbert opened up Public Hearing for this item. With no one signed up, he closed Public Hearing and moved the item back to Council.

A **motion** was made by **Councilmember Zegerman**, seconded by **Councilmember Gantt**, to adopt an Ordinance on the Question of Annexation - Apex Town Council's intent to annex 3.19 acres, commonly referred to as Apex Light Industrial, located on Creekbird Road, Annexation No. 801, into the Town Corporate limits.

VOTE: UNANIMOUS (5-0)

NEW BUSINESS

NB1 Town of Apex Environmental Education Center Update

Daniel Edwards, Capital Projects Management, introduced Lindsey Greitch and Lindsey Thompson, with Ginsler, to present the following presentation.

[SLIDE 1]



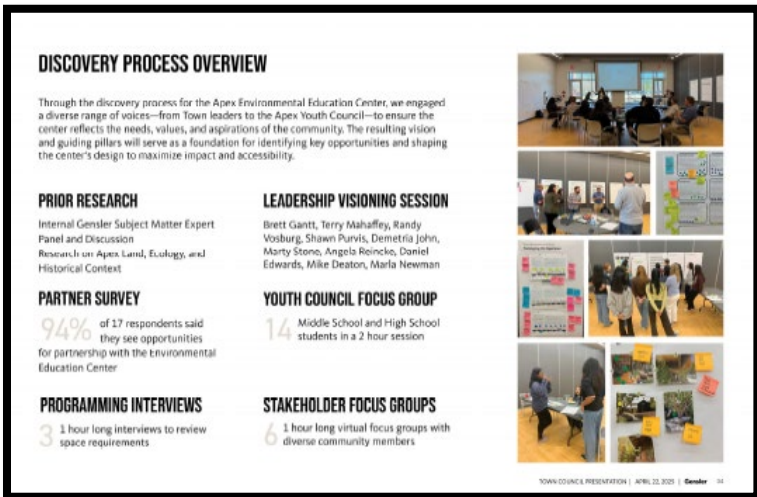
[SLIDE 2]



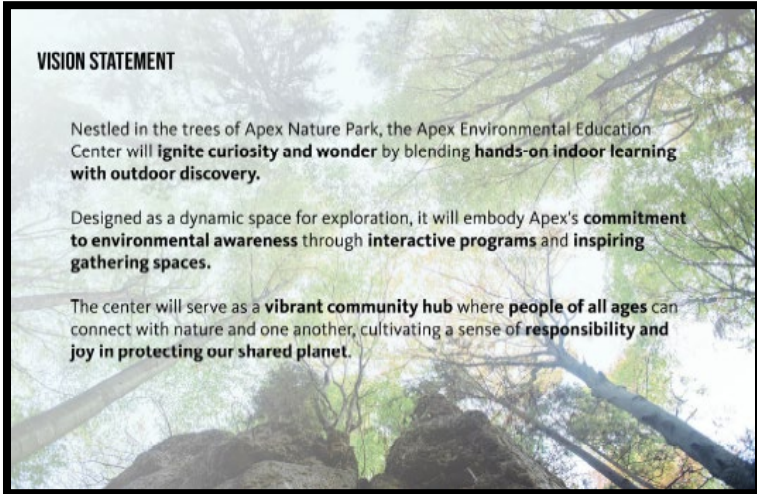
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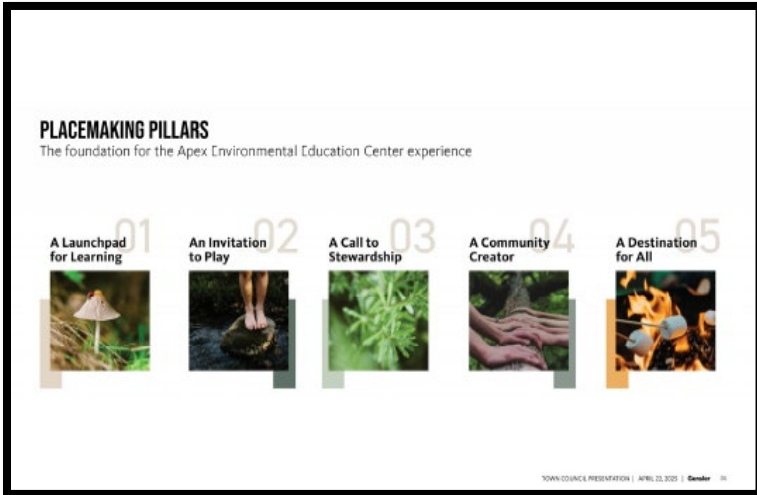
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[SLIDE 5]



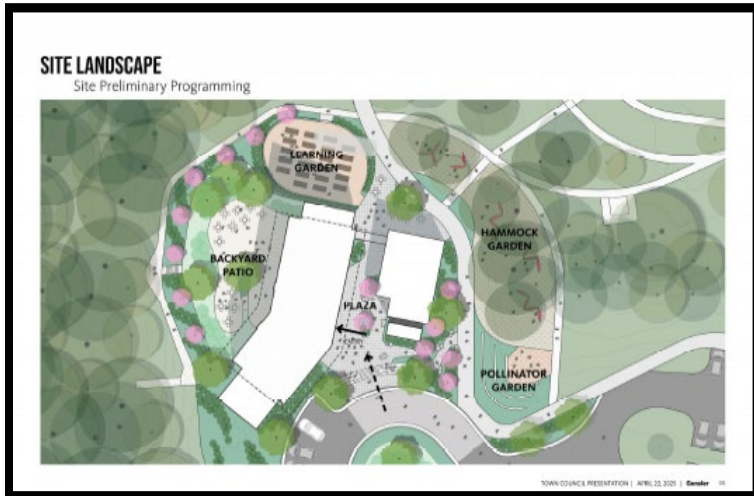
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[SLIDE 7]



[SLIDE 8]



[SLIDE 9]



[SLIDE 10]



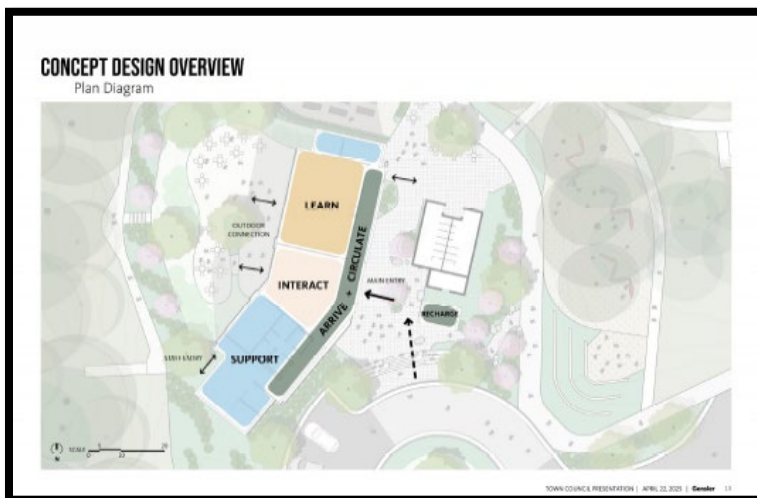
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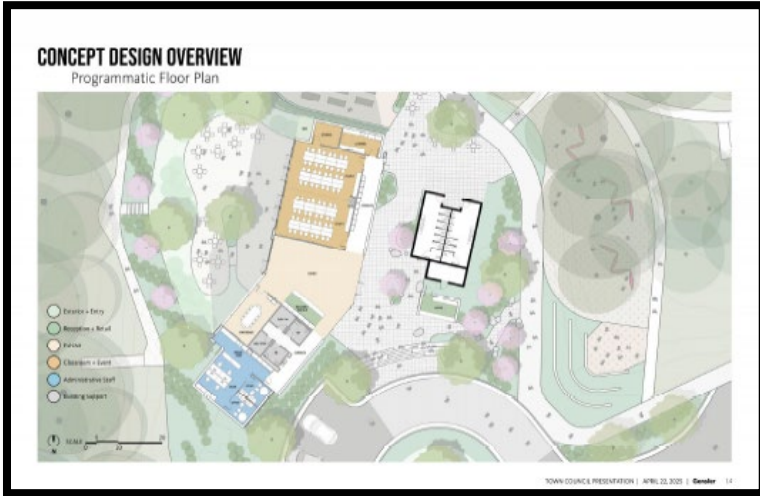
[SLIDE 12]



[SLIDE 13]




[SLIDE 14]



[SLIDE 15]

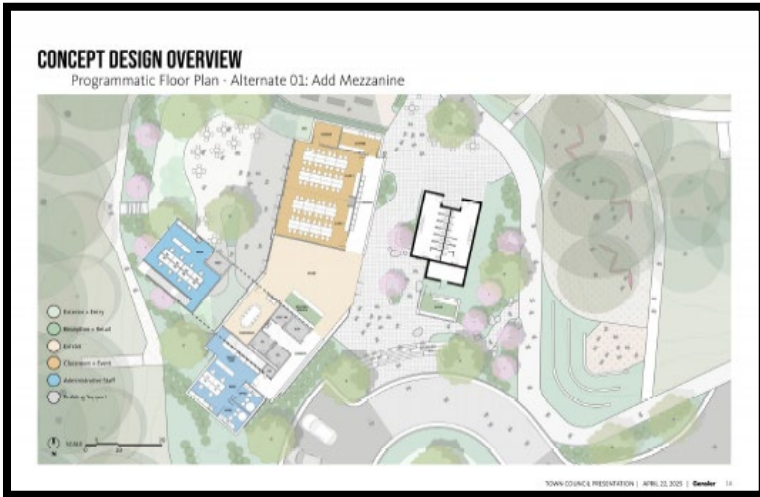
PRICING ESTIMATE

| | |
|--|--------------------|
| Site | \$490,100 |
| Building | \$4,285,500 |
| Soft Costs | \$438,600 |
| Furniture | \$194,000 |
| Total Project Cost | \$5,408,200 |
| <hr/> | |
| Alternate 01: Add Mezzanine | \$774,400 |
| Alternate 02: Add Coffee Kiosk | \$74,100 |
| Alternate 03: Add Solar Array | \$475,000 |
| Alternate 04: Add Geothermal System | \$275,500 |
| Alternate 05: Add Cistern System | \$108,750 |
| Total Project Cost + Alternates | \$7,115,950 |



TOWN COUNCIL PRESENTATION | APRIL 22, 2025 | Consider 15

[SLIDE 16]



[SLIDE 17]



[SLIDE 18]



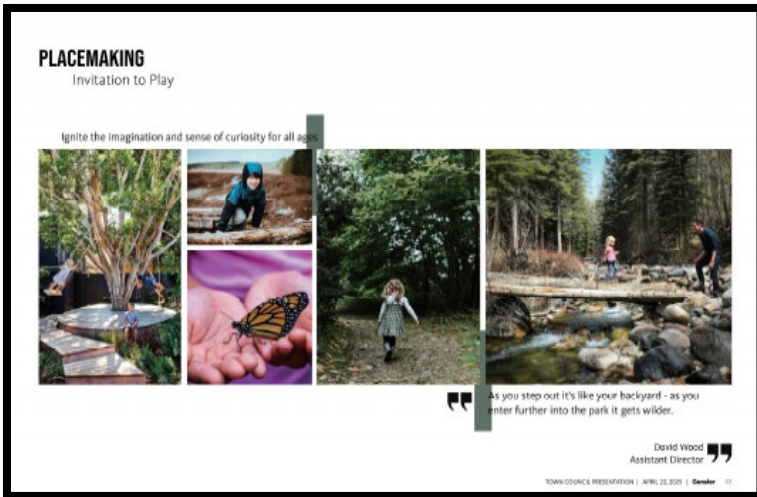
[SLIDE 19]



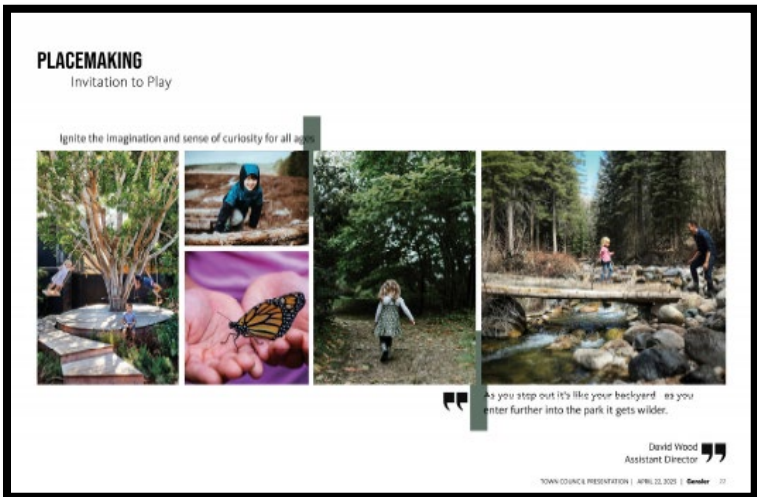
[SLIDE 20]



[SLIDE 21]



[SLIDE 22]



[SLIDE 23]

PLACEMAKING
A Call to Stewardship

Lead, educate, & activate stewardship for the environment



“ We want other communities to look to Apex for inspiration going above and beyond everyone else. ”

Shawn Purvis
Deputy Town Manager

TOWN COUNCIL PRESENTATION | APRIL 22, 2025 | **Genstar** 23

[SLIDE 24]

PLACEMAKING
Community Creator

Nurture meaningful connections & foster engagement among diverse groups



“ It should be a hub for different nature organizations, Audubon and other groups, a centralized home. ”

Hora Skinner
Environmental Programs Coordinator

TOWN COUNCIL PRESENTATION | APRIL 22, 2025 | **Genstar** 24

[SLIDE 25]

PLACEMAKING
Destination for All

Bring people together to build lasting memories

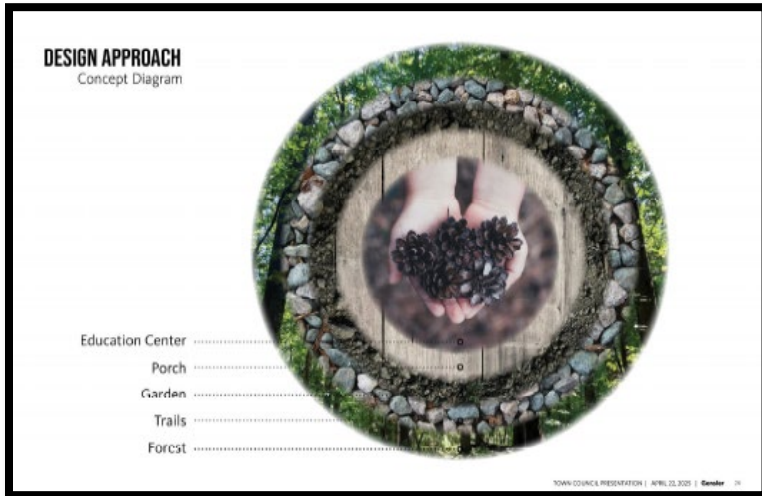


“ It should create a sense of belonging, shared experience with accessibility for all. ”

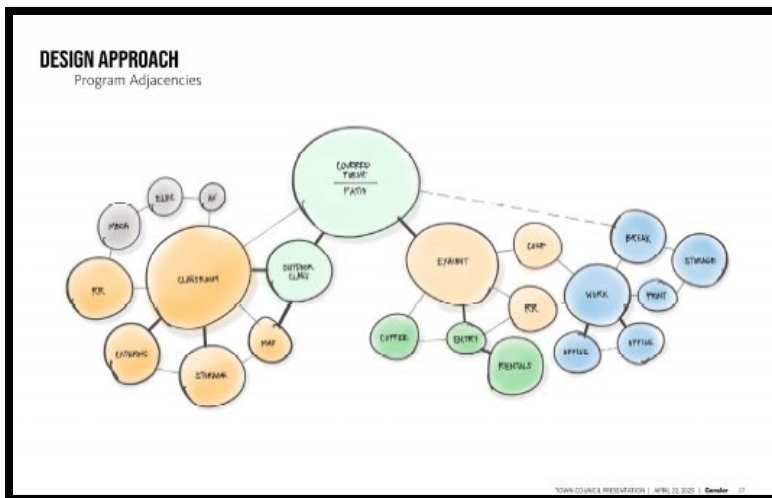
Demetria John
Assistant Town Manager

TOWN COUNCIL PRESENTATION | APRIL 22, 2025 | **Genstar** 25

[SLIDE 26]



[SLIDE 27]



[SLIDE 28]

CONCEPT DESIGN OVERVIEW
Program Summary

| Program | Location | Area (sq ft) | Notes |
|--------------------------|----------------------------|--------------|---|
| Administration | Administration Building | 1,200 | Includes reception, office, and storage. |
| Classroom | Classroom Building | 2,400 | Includes classroom, storage, and restrooms. |
| Outdoor Classroom | Outdoor Classroom Building | 1,200 | Includes outdoor classroom, storage, and restrooms. |
| Workshop | Workshop Building | 1,200 | Includes workshop, storage, and restrooms. |
| Storage | Storage Building | 1,200 | Includes storage, restrooms, and utility. |
| Support Spaces | Support Spaces Building | 1,200 | Includes support spaces, restrooms, and utility. |
| Trails | Trails | 1,200 | Includes trails, restrooms, and utility. |
| Forest | Forest | 1,200 | Includes forest, restrooms, and utility. |

TOWN COUNCIL PRESENTATION | APRIL 22, 2025 | **Draft** 28

DRAFT | APRIL 22, 2025 REGULAR TOWN COUNCIL MEETING MINUTES

1 **Mayor Gilbert** asked about the seating in the classroom and event area.

2 **Ms. Thompson** said it held about 32 people with tables and chairs.

3 **Councilmember Mahaffey** said this was part of the original vision of the Nature Park, and
4 said he was excited about the concepts. He asked about the programming.

5 **Ms. Thompson** said the plan is to focus on Piedmont ecology, through engaging things such
6 as the learning garden. She said the idea is for residents to learn things they can take back to their
7 own homes and the environments they live in.

8 **Councilmember Zegerman** asked if they planned to have this site host field trips, and if the
9 town could support that kind of thing programming wise.

10 **Director Setzer** said one of the primary focuses was on students and schools for the project.
11 He said they would need to look at whether they would want to focus on hosting camps there, or
12 focusing more on field trips, as it may be a matter of space. He said they are also running out of
13 camp space at the Community Center, but they could still host trips as well.

14 **Councilmember Mahaffey** said he was excited there would be an amenity schools could go
15 to. He said there was also space for existing staff at the Apex Nature Park.

16 **Councilmember Zegerman** asked about the space created for staff.

17 **Ms. Thompson** said the initial plans have 4 work stations, 2 offices, and 8 places that can
18 support working in the mezzanine. She said for the mezzanine cost, that would require sprinklers,
19 stairs, and an elevator.

20 **Councilmember Mahaffey** asked about if they were to raise the ceiling for that would it be
21 utilized or open space.

22 **Ms. Greitch** said they could look at opportunities to expand the mezzanine.

23 **Councilmember Mahaffey** said it may be good to extend that to look over the park. She said
24 this coming in will help the surrounding aspects of the park as well.

25 **Councilmember Gantt** said it looks like the mezzanine may block some of the light on that
26 part of the building.

27 **Ms. Greitch** said they don't believe it would block anything, and they raised the roof to allow
28 some additional light from there as well.

29 **Councilmember Zegerman** asked if there was an option to build out at ground level. He
30 said his main concern was having a two-story building and it being less attractive.

31 **Ms. Thompson** said there are some site challenges with topography, but they can study what
32 may be possible by extending or looking at a basement level.

33 **Councilmember Zegerman** said he thinks the staff space would be best on the north, and he
34 would like to see some additional options for how they can implement more staff space.

35 **Ms. Greitch** asked why he thought the staff space would be better on the north side.

36 **Councilmember Zegerman** said he thinks it would be better to have the staff space less
37 visible from the entrance, since the other portion would be more open and welcoming with the
38 façade and larger glass.

39 **Councilmember Gantt** asked about the flow of walking traffic. He confirmed most of the
40 parking would be to the right of the facility.

41 **Mayor Pro Tempore Gray** said he was curious as to why alternatives 3, 4 and 5 were
42 included there and not in the base price.

DRAFT | APRIL 22, 2025 REGULAR TOWN COUNCIL MEETING MINUTES

1 **Ms. Thompson** said they wanted to be transparent about the costs of the project, and that
2 these were just estimates at this stage. She said they wanted to show the potential costs if they
3 wanted to add on to what the team was proposing.

4 **Mayor Pro Tempore Gray** said he loves the concepts.

5 **Councilmember Killingsworth** said they are always going to need more office space and
6 more programming space. She doesn't think the town should even consider only having one story
7 here. She said they should use it to help bolster the programming space and office space. She said
8 there may be an idea to add basement space as well, but she thinks they should get all the space
9 they can here.

10 **Councilmember Zegerman** asked about the coffee kiosk, and asked about who would
11 operate it.

12 **Director Setzer** said he would foresee contracting that space.

13 **Ms. Greitch** said it seemed like Council wanted to see additional options to help maximize
14 space, and they could come back with additional plans and cost estimates.

15 **Councilmember Gantt** asked if some of the alternatives could be added in after the building
16 was constructed.

17 **Ms. Thompson** said some of them, like geothermal, would be best to add in as a basis of
18 design. Some things like the Solar Array can be designed in mind, but not fully installed.

19 **Councilmember Zegerman** said they should at least proceed with the possibility of having
20 those things added.

21 **Mr. Edwards** said they would like to have a decision from Council on moving forward with
22 design.

23 **Councilmember Mahaffey** encouraged Council to move forward with all of the addition
24 options. He said it will just end up coming back up for additional costs down the road.

25 **Councilmember Gantt** said some of the things may not be worth it if they payback period is
26 too long.

27 **Assistant Town Manager Stone** said it seemed like Council did not have a design they
28 could fully approve right now. He said they will need to go back and look at the options, and advised
29 to be sure not to overbuild for the parking that is out there. He said he would include the additions
30 in the proposal, but they could be evaluated at the time of the project a year or more out based on
31 the costs and available funds. He said he thinks they need to work with the design team more and
32 come back to Council with more options. He said they want to be sure they have the design
33 approved before fully proceeding.

34 **Mayor Pro Tempore Gray** said this was an update, and they didn't necessarily need a
35 motion at this time.

36 **Councilmember Gantt** asked about the analysis of parking with differences in programming
37 additions and staffing additions.

38 **Assistant Town Manager Stone** said they would look at both and bring information on that
39 back as well.

40 **Councilmember Mahaffey** said they also may run the risk of needing to add parking to
41 support what gets added here.

42 **Councilmember Killingsworth** said she thinks any buildings should be designed to help the
43 space needs.

DRAFT | APRIL 22, 2025 REGULAR TOWN COUNCIL MEETING MINUTES

Councilmember Mahaffey said this is their last chance to support the Nature Park in this way, so they need to get it right.

Town Manager Vosburg said with the direction given, the costs for this will go up. He said they could potentially look at phasing the project if that was feasible. He asked Ginsler the timeframe of when they could produce a new proposal with the feedback from Council.

Ms. Greitch said she would estimate about 2-3 months.

Councilmember Mahaffey said he would like this to specifically address the space needs of Nature Park staff. He added he was also happy that this first estimate was under the cost allocated in the CIP.

Councilmember Zegerman said he wanted to note that there may be an option to look at the maintenance building on site to expand that and help address staff space needs.

Director Setzer said any additions there would need to come with additional parking. He said he would not recommend adding anything to that building, as there are restrictions in that area of the park.

Councilmember Mahaffey asked about storage needs.

Director Setzer said in the long-term plan, they are looking at no longer using that building, and building a facility across the street where they can add parking.

Councilmember Mahaffey asked about if there have been discussions with NCDOT to pave the portions of Apex Barbecue where people park.

Director Setzer said they haven't discussed with DOT, but they have had help from PD to enforce that there.

Councilmember Killingsworth asked about the restroom size.

Ms. Thompson said they are oversized single-occupancy for family use.

Mayor Gilbert thanked the team, and said they would see them back again when they had the next update.

A **motion** was made by **Mayor Pro Tempore Gray**, seconded by **Councilmember Killingsworth**, to enter into Closed Session pursuant to NCGS §143-318.11(a)(5) for three items as listed on the meeting agenda.

VOTE: UNANIMOUS (5-0)

[CLOSED SESSION]

Council entered into Closed Session at **7:49 p.m.**

CS1 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.
NCGS §143-318.11(a)(5):

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

DRAFT | APRIL 22, 2025 REGULAR TOWN COUNCIL MEETING MINUTES

CS2 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.

NCGS §143-318.11(a)(5):

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

CS3 Steve Adams, Real Estate and Utilities Acquisition Sp., Trans. and Infra. Dev. Dept.

NCGS §143-318.11(a)(5):

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

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

[ADJOURNMENT]

Mayor Gilbert adjourned the meeting at **8:30 p.m.**

Jacques K. Gilbert
Mayor

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

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

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Chris Johnson, Director

Department(s): Transportation and Infrastructure Development

Requested Motion

Motion to approve an Encroachment Agreement between the Town of Apex and property owners, Prakash Munirajulu and spouse, Nirmala Narasimha, for a concrete driveway that will encroach 112 square feet (SF) onto the Public Sanitary Sewer Easement and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Yes

Item Details

Approve Encroachment Agreement between the Town and proper owners, Prakash Munirajulu and spouse, Nirmala Narasimha, for the property described as a Residential Lot, Wake County Pin # 0720-36-0918, Book of Maps 2023, Page 02199, Lot 326, 2528 Gold Hill Court, New Hill, NC 27562, Wake County Register of Deeds. Grantee wishes to install a driveway that will encroach 112 square feet (SF) onto the Public Sanitary Sewer Easement.

Attachments

- CN6-A1: Encroachment Agreement - 2528 Gold Hill Court, New Hill NC
- CN6-A2: Exhibit A: Survey - 2528 Gold Hill Court, New Hill NC



After Recording Mail To: Development Services
 Town of Apex
 PO Box 250
 Apex, NC 27502

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, being made this _____ day of _____, 2025, by and between Prakash Munirajulu and spouse, Nirmala Narasimha hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0720-36-0918** by the Wake County Revenue Department and more particularly described as **Lot 326** of the subdivision known as **Friendship Station Sections 4 – 6, Phase 6** as shown on that certain plat recorded in **Book of Maps 2023, Page 02199**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2528 Gold Hill Court, New Hill, NC 27562**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **Town of Apex Public Sanitary Sewer Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Sanitary Sewer Easement**".

WHEREAS, Grantees wish to install certain improvements more particularly described as a **concrete driveway that will encroach 112 square feet (SF) onto the Public Sanitary Sewer Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Sanitary Sewer Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantees and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantees, and Grantees' successors and assigns at Grantees' sole risk and expense, to encroach into the **Public Sanitary Sewer Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantees are responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantees agree to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantees shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager
Town of Apex
PO Box 250
Apex, NC 27502

To Grantees: Prakash Munirajulu and Nirmala Narasimha
2528 Gold Hill Court
New Hill, NC 27562

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Sanitary Sewer Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Sanitary Sewer Easement**, then Grantees shall cause such removal to be made at Grantees' sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Sanitary Sewer Easement**. In the event that the Grantees fail to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Sanitary Sewer Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Sanitary Sewer Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Sanitary Sewer Easement**.

11. Grantees agree to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantees fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, during the life of this Encroachment Agreement, agree to procure or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantees shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. Both Grantees and the Town shall be named as insured parties by endorsement of the policy. In the event of any change in the insurance policy, Grantees shall give the Town thirty (30) days' notice of such change. Should Grantees fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantees shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantees shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to the **Residential Lot**, or by assumption of said obligations by an incorporated party approved by the Town. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees' obligations possesses adequate financial resources and ownership interest, and Grantees' delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantees' duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantees and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In testimony whereof, said Grantees and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEES

Prakash Munirajulu

By: _____ (SEAL)

Nirmala Narasimha

By: _____ (SEAL)

STATE OF NORTH CAROLINA

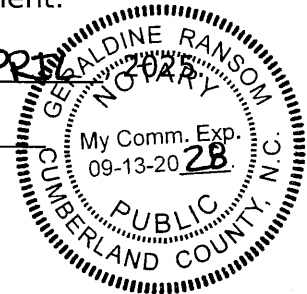
COUNTY OF WAKE [county in which acknowledgement taken]

I, do hereby certify that Prakash Munirajulu, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15th day of APRIL, 2025.

Geraldine Ransom
[Signature of Notary Public]

My Commission Expires: 09/13/2028



STATE OF NORTH CAROLINA

COUNTY OF WAKE [county in which acknowledgement taken]

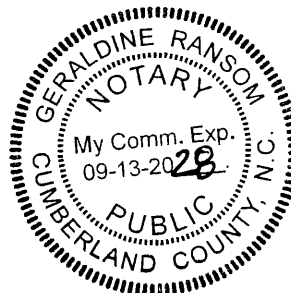
I, do hereby certify that Nirmala Narasimha personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 15th day of APRIL, 2025.

Geraldine Ransom

[Signature of Notary Public]

My Commission Expires: 09/13/2028



TOWN OF APEX

Randal E. Vosburg, AICP, CPM
Town Manager

(Corporate Seal)

ATTEST:

Allen Coleman, CMC, NCCCC
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____ [county in which acknowledgement taken]

I, _____, a Notary Public of _____
County, North Carolina, certify that **Allen Coleman** personally came before me this day and acknowledged
that he is the **Town Clerk** for the **Town of Apex, a North Carolina Municipal Corporation**, and that by
authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its
Town Manager, sealed with its corporate seal and attested by him as its **Town Clerk**.

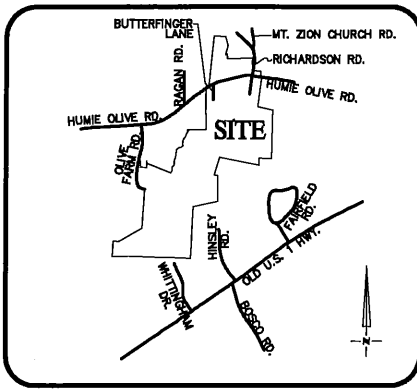
Witness my hand and official stamp or seal, this _____ day of _____, 2025.

[Signature of Notary Public]

(Seal)

My Commission Expires: _____

Exhibit A



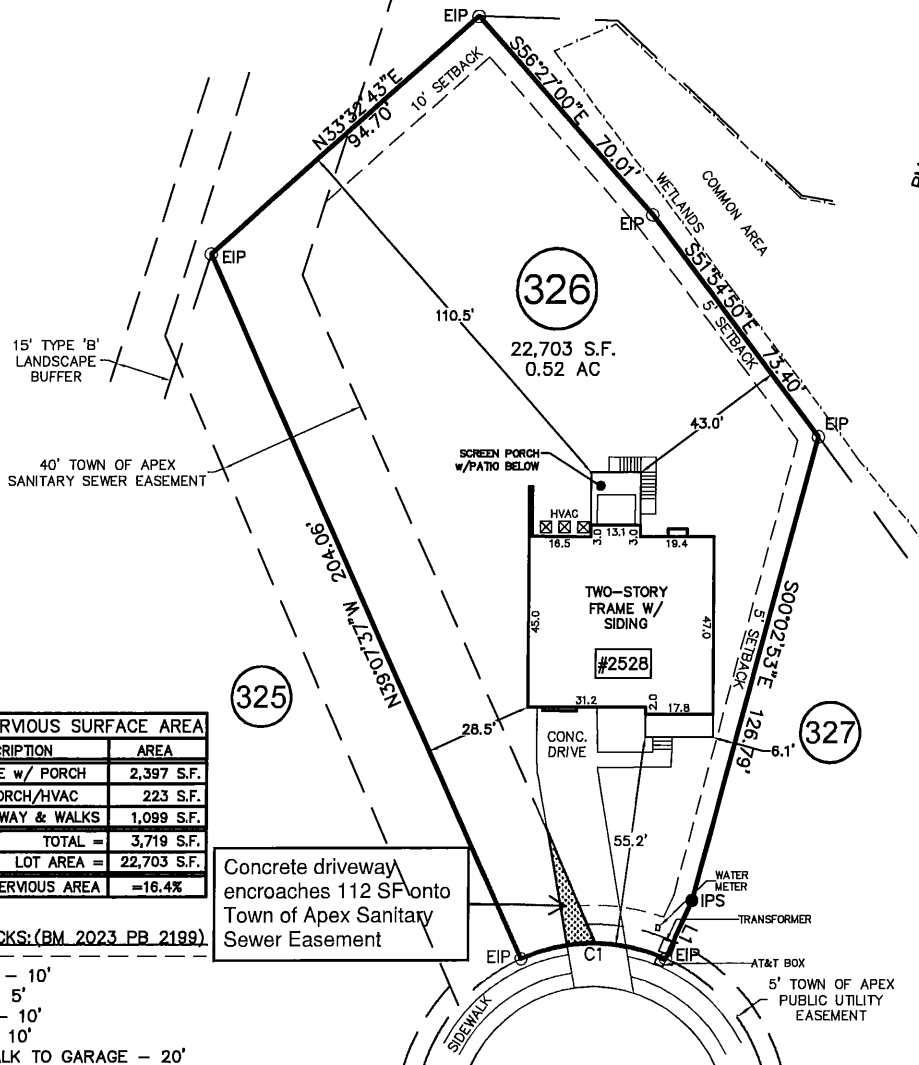
VICINITY MAP
Not To Scale

NOTE:
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT
BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED FOR
COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINES
- CLOSURE EXCEEDS 1 INCH IN 10,000 FT.
- IPS ● - IRON PIN SET
- EIP ○ - EXISTING IRON PIPE
- CP ○ - COMPUTED POINT
- DB - DEED BOOK
- PB - BOOK OF MAPS/PLAT BOOK
- PG - PAGE

#2528 STREET ADDRESS



| IMPERVIOUS SURFACE AREA | |
|-------------------------|-------------|
| DESCRIPTION | AREA |
| HOUSE w/ PORCH | 2,397 S.F. |
| SC PORCH/HVAC | 223 S.F. |
| DRIVEWAY & WALKS | 1,099 S.F. |
| TOTAL = | 3,719 S.F. |
| LOT AREA = | 22,703 S.F. |
| % IMPERVIOUS AREA | =16.4% |

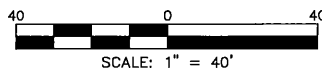
SETBACKS: (BM 2023 PB 2199)

FRONT - 10'
SIDE - 5'
REAR - 10'
RCA - 10'
SIDEWALK TO GARAGE - 20'

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S09°08'39"W | 18.74' |

| CURVE | RADIUS | ARC LENGTH | CH LENGTH | CH BEARING |
|-------|--------|------------|-----------|-------------|
| C1 | 47.00' | 39.59' | 38.43' | N75°00'32"E |

THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE
DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND
RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED



**RESIDENTIAL
LAND SERVICES, PLLC.**

1917 Evans Road
Cary, North Carolina 27513
Phone (919) 378-9316
Firm License # P-0873

PHYSICAL SURVEY

FOR

#2528 GOLD HILL COURT

LOT 326, FRIENDSHIP STATION, SECTION 4-6, PHASE 6

Buckhorn Township, Wake County, North Carolina

PROPERTY OF: PRAKASH MUNIRAJULU & NIRMALA NARASIMHA

MAP BOOK 2023 PG 2197-2203 DEED REFERENCE

- Page 156 -

DRAWN:

MC

CHECKED: JLS

DATE: OCTOBER 3, 2024

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Timothy Herman, Fire Chief

Department(s): Fire

Requested Motion

Motion to approve a multi-year agreement between the Town of Apex and Wake County, effective July 1, 2025 through June 30, 2028, to provide Fire Protection Services in the unincorporated areas of the district (Hipex District) and authorize the Town Manager, or their designee, to execute on behalf of the Town.

Approval Recommended?

Item Details

This is a three-year Fire Protection Agreement between Wake County and the Town of Apex which enables the Apex Fire Department to provide services in unincorporated Wake County for agreed upon compensation through the cost-share program.

Attachments

- CN7-A1: Municipal Fire Protection Agreement - Municipal Fire Protection - July 1, 2025 through June 30, 2028
- CN7-A2: Fire Protection Agreement Appendices - Municipal Fire Protection - July 1, 2025 through June 30, 2028



MUNICIPAL FIRE PROTECTION AGREEMENT

Town of Apex



FY2026 – FY2028

Table of Appendices

| Title | Appendix |
|--------------------------------------|-----------------|
| Fire Insurance and Response District | A |
| Mutual Aid Agreement | B |
| Automatic Aid Agreement | C |
| FEMA Disaster Services | D |
| Business Associate Agreement | E |
| Contract Amendments | F |
| Body Armor SOG | G |

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT, made and entered into this the 1st day of, July 2025, by and between WAKE COUNTY, hereinafter referred to as the “County”, and the Town of Apex, hereinafter referred to as the “Town”;

RECITALS:

- A. WHEREAS, North Carolina General Statutes §69-25.5 provides that the board of county commissioners may provide for fire protection in a fire protection district by contracting with any incorporated city or town; and
- B. WHEREAS, North Carolina General Statutes §153A-233 additionally provides that a county may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law;
- C. WHEREAS, the Town agrees to contract with Wake County to provide fire protection services; and
- D. WHEREAS, North Carolina General Statutes §159-13 et seq. provides that the county budget ordinance may be in any form that the Board of County Commissioners of any County deems most efficient in enabling it to make the fiscal policy decision embodied therein and provides for a fund for each special district whose taxes are collected by the county; and
- E. WHEREAS, the Town is a municipal corporation authorized to establish, organize, equip, maintain, and furnish fire protection services and other services authorized by its charter to the citizens of its district pursuant to N.C.G.S. 160A-291; and
- F. WHEREAS, the Hipex Fire Insurance and Response District(s) of Wake County have boundaries defined by the most current description on file maintained by the Wake County Geographic Information Services in the Department of Fire Services Office, as illustrated by the map contained in Appendix A; and
- G. WHEREAS, the Town has secured equipment, land and buildings for the operation of Fire Station(s); and
- H. WHEREAS, Wake County presently levies and collects a special tax and is responsible for appropriating the funds derived there from for fire protection in Wake County; and
- I. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection for and within the described District.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

Section 1. RECITALS INCORPORATED

The recitals above are part of this Agreement and incorporated herein by reference.

Section 2. USE AND AMOUNT OF SERVICE TAX LEVIED

Wake County agrees to make funds, equipment, facilities and/or personnel available to the Town, from the proceeds of the tax levied from the special fire protection service tax district. The amount of such service tax levy shall be determined by the Board of the County Commissioners from year to year. The County will collect the funds from the special tax as may be levied as provided by law. For each fiscal year, the funds provided from the service tax district shall be based on the needs projected in the budget request jointly submitted by the Town and the County staff to the County Commissioners and as approved by and deemed necessary by the County Commissioners for furnishing fire protection and emergency services within the District.

Special fire district tax funds levied and collected by the County and paid to the Town by the County to provide fire protection pursuant to G.S. 69-25.5 shall be used solely for fire department operations, fire protection and emergency services in the Hipex Insurance and Response Districts as shown in Appendix A and other areas of response as dispatched and to meet the standards established by this Agreement.

Section 3. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account shall be maintained by the County for the receipts from the special tax levied for the service tax district. Out of this account:

- 3.1. The County will pay the retained fees for system-wide services provided in the unincorporated areas of the County, including forestry, fire training, communications (including WECO), County computer-aided dispatch fees for County areas no matter dispatched from Raleigh-Wake or Cary, 800 MHZ radio system and hazardous materials response, and any other fees that may be recommended by the Wake County Fire Commission, herein referred to "Fire Commission "and approved by the County.
- 3.2. The County will pay the approved total appropriations for the Town, as calculated according to the cost share methodology in Section 16, in equal monthly payments to

said Town in the third week of each month, provided that prior to and as a condition of payment, the Town has submitted such funding request to the Fire Commission in a line item budget format for the Fire Commission's review and recommendation, and the County's Board of Commissioners has reviewed and approved said funding request.

Section 4. SERVICE TAX REVENUES IN EXCESS OF APPROPRIATIONS

Any fire protection service tax district revenues collected annually in excess of the approved total appropriations and retained County fees shall be maintained in the separate account established by the County. The Wake County Fire Commission shall make recommendations to the County for distribution of these revenues. The Wake County Board of Commissioners will issue final approval of distribution.

Section 5. SERVICES FURNISHED BY THE COUNTY

The County shall furnish the following services to the contracting Town for the term of this Agreement:

- 5.1. such vaccinations as are deemed necessary for all full time, part time and volunteer members of the Town's fire department by the County's contracted medical provider in order to maintain such fire protection or special services throughout the County. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16
- 5.2. fire investigation and emergency scene assistance services as requested, and
- 5.3. annual Fitness for Duty medical examinations for Town fire department's fire suppression personnel
 - 5.3.1. Fitness for duty medical exams shall follow NFPA 1582 standards and evaluate the employee's physical ability to perform the essential functions of their job classification. Exams must conform to the Wake County Medical Exam Guidelines or best industry standards as found on the Wake Fire Services website under general documents. Cost for exams, provided by the County's contracted medical provider, shall be paid by the Town with reimbursement provided by the county. Reimbursement shall be for the cost of the exam multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16
 - 5.3.2. Towns shall have the option of obtaining fitness for duty medical exams for their fire suppression personnel through the department's own medical provider.

- 5.3.3. In such event, physical exam costs eligible for reimbursement shall not exceed the County exam cost, as established through bid process. The actual reimbursement paid by the County shall equal the qualifying exam cost multiplied by the Town's Final Fiscal Year Cost Share Percentage (FFYCSP) as determined in Section 16.
- 5.3.4. Exams provided by Town fire department's medical provider must conform to the Wake County Medical Exam guidelines as found on the Wake County Fire Services website under general documents.
- 5.3.5. To be eligible for reimbursement, Town shall follow Wake County Fire Tax District Medical Program guidelines as outlined in the Wake County Medical Exam guidelines.

Section 6. SERVICES FURNISHED BY TOWN

The Town will furnish fire protection and other emergency services as determined and approved by the Town's governing body and as contracted for by the Board of Commissioners within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 28 of this Agreement. The Town shall furnish said fire protection without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. Wake County Fire Services Director or designee approval is required to utilize County Assets outside of the County for any purposes other than mutual aid and automatic aid responses or other agreements. This requirement shall not prohibit the Town from billing for certain services, including but not limited to inspection services, false alarm responses, and hazardous materials mitigation responses, based on a fee schedule or other cost recovery program, provided that such fee schedule has been approved by the governing body.

Section 7. BOOKS AND RECORDS

The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town. The Town agrees that it will supply such financial books, records, staff and information or verification as may be reasonably requested by the County. The Town shall maintain an accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement at a minimum as required by law.

Section 8. ANNUAL REPORT

The Town shall provide to the County an annual audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards for the preceding fiscal year as soon as the Town's audit is completed by the Town's auditor, according to the legally established deadlines for municipalities.

In the event that the audit, management letter or self-reporting reveals any reportable and/or material issue(s) with regard to accounting processes; compliance with laws, regulations, or agreement provisions; fraud or abuse; or other financial mismanagement, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

Should the Town fail to submit its audit report, unaudited financial statements, and/or any requested follow up documentation to the County within 30 days from time of submittal to the LGC pursuant to G.S. 159-34., the County may suspend all funds immediately until the audit, financial statements, or documentation is delivered as set forth above, except that the County's Director of Finance may grant a reasonable submittal extension if the Town is unable to deliver the audit, financial statements or documentation for reasons beyond the control of the Town.

Section 9. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said statute in conducting any decision-making process required by the terms of this Agreement.

Section 10. NON-COMPLIANCE BY TOWN

If the County has a reasonable belief that the Town has violated any provision of this Agreement, the County will provide the Town written notice of the possible noncompliance and initiate an audit to verify compliance. If the County determines that the Town has failed to render the fire protection and services as provided in this Agreement or has otherwise operated in a manner that violates the provisions of this Agreement, then the County shall give the Town ninety (90) days advance written notice that the funds allocated are subject to suspension and shall additionally provide a list of the improvements needed for compliance. If during the said ninety (90) day period, the Town makes improvements satisfactory to the County, no suspension shall occur. During the ninety (90) day period, the Town is not relieved of their responsibility to provide fire protection and emergency services in a manner otherwise consistent with the terms of this Agreement. If after the ninety (90) period, the Town has failed to make satisfactory improvements to comply with this Agreement, then the County may suspend any or all of the monthly payment of funds allocated to the Town pursuant to Section 2 herein.

Section 11. AUTHORITY TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteer, part-time or full-time members or other withdrawal or loss of ability to deliver services, the Town shall immediately so notify the County, at which time the Town authorizes the County or its agents to suspend the monthly payment to the Town and the Town authorizes the County, as limited by this Section, to use such Town facilities and equipment as are necessary to maintain the delivery of fire services in the Town's contracted county unincorporated service area (to the extent the Town exercises operational control and/or ownership interest over such facilities and equipment), so that an interruption of the Town's ability to deliver fire services will not interfere with the standards of fire protection service provided for in this Agreement. Notwithstanding anything to the contrary in this Section, the County and Town recognize and agree that the Town has an obligation to continue to provide fire protection services within the Town's corporate limits and that existing Town facilities and equipment are necessary and intended for such purposes and therefore no use of Town facilities or equipment by the County shall interfere with, hinder, impede, prevent, or compromise the Town's ability to continue to provide fire protection services within the Town's corporate limits even if the Town ceases to provide services to the county unincorporated service area. The Town's fire chief shall have sole discretion in determining the use and operation of Town facilities and equipment during any period in which the Town is not providing services to the county unincorporated area.

Should such use become necessary, upon the request of the Town, the County and the Town's governing body will jointly select an independent third-party trustee who will regularly evaluate the County's use of such Town facilities, equipment and resources on behalf of the Town. The Wake County Fire Tax District and the Town will be responsible for paying the trustee fees associated with the study. The Town's cost will be based on the current cost share amount at the time of the request. During the time that the Town is unable to provide services, the governing body of the Town shall cooperate with the Fire Commission. The Fire Commission shall determine if the Town is able to resume delivery of reliable service.

Section 12. FINANCIAL COMPLIANCE

The Town acknowledges that it is a local government subject to the provisions of N.C.G.S. Chapter 159, Article 3, "The Local Government Budget and Fiscal Control Act" and agrees to comply and conform with all provisions of said statute in conducting any budget and financial activities required by the terms of this Agreement.

Section 13. DISCONTINUATION OF TOWN'S FIRE OPERATIONS

In the event of voluntary (e.g. reorganization or restructuring of services) or involuntary (e.g. bankruptcy or failure to appropriate funding) of the Town's Fire Operations, the Town's inability to provide fire protection services to the district, or the termination of this Agreement, all assets and equipment that have been acquired using solely County funds shall be returned to the County.

- 13.1. Real property (including equipment) owned by the Town that was acquired using partial County funding shall either be sold, and the proceeds distributed between the Town and County based upon the original funding Agreement, or the Town shall pay the County an amount equal to their share (based upon the proportions of the original funding Agreement) of the fair market value of the property, which shall in no event be less than the tax value of the property.

Section 14. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Department Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement, provided that all appropriations must be used for furnishing fire protection within said district, and amendments providing for any expenditure that establishes a new operating expense that will extend beyond the current fiscal year shall conform with the requirements of N.C.G.S. Chapter 159, Article 3 "The Local Government Budget and Fiscal Control Act and the requirements of N.C.G.S. Chapter 143, Article 3 "Purchases and Contracts", and N.C.G.S. 143 Article 8 " Requirements for Certain Building Contracts " which apply to the Town as a local unit of government.

Section 15. TOWN'S BUDGET PREPARATION

The Town agrees that it shall continue to use the County's electronic financial reporting method, furnished by Wake County for budget preparation and presentation purposes only, based upon the County's "chart of accounts" which provides accurate documentation of all of its receipts and disbursements, including (but not limited to) those related to the funds subject to this agreement, and the Town and County will use the product(s) of that reporting system in the development and analysis of the budget for FY 2023 and subsequent fiscal years.

Section 16. COST SHARE METHODOLOGY

- 16.1. Annually, as part of the budget process, the County shall calculate the percentage of Town Fire Department's annual operating budget of which the County shall base the Town's annual fiscal year's appropriation on. At Town's request, the County agrees to

provide reasonable substantiation and additional financial information to permit the Town to audit the County's cost share calculation. The Town and County shall communicate prior to budget submission on potential budget increases outside of uncontrollable expenses.

16.2. The cost share percentage (CSP) shall be calculated by using the ratio of County versus Municipal portions of the following elements:

16.2.1. Geographic area (GA) – geographic area (in square miles) of the fire insurance district in relation to the geographic area of the municipal corporate limits.

16.2.2. Total property valuation (TPV) – property valuation, as determined by Wake County Tax Administration Department, of the fire insurance district in relation to the property valuation of the municipality.

16.2.3. Total heated square footage (THSF) – total heated square footage of structures within the fire insurance district in relation to the total heated square footage within the municipality.

16.2.4. Fire Department service demand (FDSD) – The workload (calls for service) of the fire department within the fire insurance district in relation to the fire department's workload within the municipality.

16.2.5. Total population (TP) – population as determined by the Wake County Department of Community Services. The population estimates are done by isolating "residential units" from the wake county parcel data and selecting the total parcels for each fire insurance district. The total units are summed then multiplied by the occupancy rate and average person per household based off of US census information.

16.3. Each data element shall carry the following weight in calculation of the overall cost share percentage:

16.3.1. Geographic area – 7.5 %

16.3.2. Total property valuation – 20.0%

16.3.3. Total heated square footage – 7.5%

16.3.4. Fire Department service demand – 35.0%

16.3.5. Total population – 30.0%

16.4. Data for each element shall be derived from the following sources on January 1 of each calendar year.

16.4.1. Geographic area - Wake County GIS shape file of municipal corporate limits and fire insurance district (current as approved by NCDOT)

16.4.2. Total property valuation - Wake County Department of Tax Administration

16.4.3. Total heated square footage - Wake County Department of Tax Administration

16.4.4. Fire Department service demand

- Annual dispatch incident data from Raleigh Wake Emergency Call Center (RWECC) and Town of Cary Emergency Call center (if needed) for last completed calendar year.
- Responses for out-of-county incidents shall not be included in cost share calculations
- Incident responses to any county unincorporated region shall be counted as a "county" response (Responses to the Town of Wendell shall be credited as a "county" response)
- Incident responses within this contracted cost shares municipal boundaries shall count as a "municipal" response. Responses to other municipal boundaries shall not be counted as a municipal response to departments providing automatic or mutual aid.

16.4.5. Total population - Wake County Department of Community Services

16.5. Calculation of **Final Fiscal Year Cost Share Percentage** (FFYCSP) shall be based on a rolling average of the last three calendar year's CSPs. Fiscal year appropriations shall be based on the approved Wake County Fire Department municipal operating budget multiplied by the FFYCSP.

16.6. Municipal staffing levels funded by county cost share shall be based on approved Wake County Fire Commission staffing levels. County cost share funded municipal fire positions exceeding approved staffing levels but in existence prior to 2017 shall be grandfathered. The funding of additional staffing levels will be consistent with data driven reports that are in accordance with Wake County Long Range Plan Standards & Guiding Principles for on scene personnel in the unincorporated areas of Wake County based on response minimums and Effective Response Force as required. Staffing levels unfunded by Wake County that can be shown to contribute to the arrival of the

required staffing levels and Effective Response Force, should be considered for cost share funding first prior to adding additional staffing levels for the Municipal Department. Requested Staffing expansions that address other system needs included but not limited to, geographic coverage, service demand workload, and response time goals that are consistent with Wake County Standards & Principles should be considered for funding by Wake County Fire Services, Wake County Fire Commission and Wake County Board of Commissioners.

16.7. Wake County Fire Services and Emergency Management along with Wake County Budget & Management Services shall meet with Town representatives during the budget process to properly vet requested budget Increases that are considered controllable or new operational expenditures outside of additional staffing requests and/or items that are a part of the Wake County Fire Tax District Capital Replacement program. Uncontrollable budget increases such as, but not limited too; utility increases, fuel increases, insurance increases, retirement system changes, etc. shall be approved based on documentation provided. If the total submitted budget is below the County's modeled target base (5% increase based on previous fiscal year operating appropriation), the associated funding requested will be included in the Fire Tax District operating budget for consideration. For expansions that cause more than a 5% increase to the total budget submitted, the County and Municipality must agree to the expansion. All budget increases are ultimately at the discretion of the recommending body of the Wake County Fire Commission and contingent upon approval of the Wake County Board of Commissioners.

16.8. The calculated FFYCSP shall be applied to the municipal fire department's operating budget, as reviewed and approved by Wake County Fire Services. Items excluded from cost share calculations include:

16.8.1. 800 MHz Radio costs

16.8.2. Computer Aided Dispatch costs (RWECC or Cary Dispatch)

16.8.3. NC Forestry – Wildfire Prevention costs

16.8.4. Tone and Voice Pager Maintenance costs

16.8.5. Hazardous Materials Response Program costs

16.8.6. RWECC Dispatch Service costs

16.8.7. Mobile Data Terminal (MDT) connectivity fees

16.8.8. First Due Pre-plan Module

16.8.9. ESO- Emergency Reporting Software

- Wake County will pay 100% of the annual fees for the following modules from ESO Solutions, Inc: Incidents, CAD integration, Electronic Health Record, Personnel Management, Assets, Checklists, Activities, Scheduling.

16.9. Cost sharing of Capital purchases

16.9.1. The county provides for the following cost sharing of municipal capital expenditures:

- Firefighter Personnel Protective Equipment (PPE) – The county utilizes an RFP process to obtain bid prices for PPE purchases. PPE purchased by the Town will be reimbursed up to the current Wake County PPE bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Self-Contained Breathing Apparatus (SCBA) The county utilizes an RFP process to obtain bid prices for SCBA purchases. SCBA purchased by the Town will be reimbursed up to the current Wake County SCBA bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Thermal Imaging Cameras (TIC) - The county utilizes an RFP process to obtain bid prices for TIC purchases. TICs purchased by the Town will be reimbursed up to the current Wake County TIC bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Cardiac Defibrillators (Defib) - The county utilizes an RFP process to obtain bid prices for Defib purchases. Defibs purchased by the Town will be reimbursed up to the current Wake County Defib bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Large firefighting vehicles (LFFV) - The county utilizes an RFP process to obtain bid prices for LFFV purchases. LFFVs purchased by the Town will be reimbursed up to the current Wake County LFFVs bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Small firefighting vehicles (SFFV) - The county utilizes an RFP process to obtain bid prices for SFFV purchases. SFFV purchased by the Town will be reimbursed up to the current Wake County SFFV bid price multiplied by the Town’s FFYCSP according to the established Wake County replacement schedule.
- Facility renovations and repairs – The county will reimburse the Town for facility renovations and repairs which have been recommended by the Wake County

Fire Commission and approved by the Wake County Board of Commissioners in the annual budget process. Reimbursement shall be the actual cost of the renovation/repair multiplied by the FFYCSP.

- Mobile Data Terminals – The County will communicate with the Town and identify replacement cycles for all associated equipment to operate Mobile Data Terminals. Wake County will invoice the Town for its cost share portion of the replacements.
- Annual Apparatus Payment Option - Starting with the FY 24 Fire Tax District Budget process, as an alternative to 16.9.1.5 and 16.9.1.6 herein, any Town traditionally paying cash for apparatus may instead opt to enter a new apparatus agreement with the County for all of the Town's LFFV and SFFV upon the following conditions:
 - a. Town receives an annual capital apparatus payment based on predicted modeled cost of apparatus with yearly adjustments on cost share percentage (The updated cost share % and annual payment will be provided and mutually agreed upon during the budget process each year).
 - b. Town may purchase apparatus on the Town's timeline instead of the County's apparatus schedule.
 - c. All Apparatus from the Town shall be removed from the County's apparatus replacement schedule.
 - d. County shall pay for 100% of the cost of brush trucks and tankers.
 - e. Agreement shall encompass all large firefighting vehicles and small firefighting vehicles including administrative vehicles.
 - f. Town cannot switch back to the old system after the new apparatus agreement is established.
 - g. When the Town sells each LFFV and SFFV at its end of useful life, the County shall receive the cost share percentage of the sale, which shall be based on the sale in the year that the vehicle was purchased.
 - h. All apparatus must be insured in accordance with the requirements set forth in Section 17 of the Agreement.
- Body Armor - The county utilizes an RFP process to obtain bid prices for Body Armor purchases. Body Armor purchased by the Town will be reimbursed up to the current Wake County Body Armor bid price multiplied by the Town's FFYCSP according to the established Wake County replacement schedule.

16.9.2. New station construction

- Wake County cost share participation on a new municipal fire stations shall be considered based on the Fire Commission adopted policies and funding matrix adopted in November of 2020.
- The final cost share determined percentage will be calculated utilizing the cost share metrics that are applicable to the station's coverage area based upon the most recent 6-month period that is calculated in either January or July of the calendar year.
- The new calculated percentage shall not move plus or minus more than 5% from the original calculated percentage that was determined during the initial request and memorialized in a Memorandum of Agreement.
- The County's final cost share determined percentage will be calculated within 60 days of scheduled groundbreaking.
- Wake County's cost-share financial obligation in support of a new facility will be paid in annual installments of no less than 10 years to the municipality on a schedule that coincides with the terms of the loan.
- Total funding provided by Wake County as a whole should never exceed 49% of the total construction project cost.
- A funding "cap" equal to the municipality's cost-share percentage should be maintained.
- A deduction equal to the weighted total for county "area" in the approved cost share metrics should be applied to the total funding amount when significant response improvements are not realized in the county.
- Any station rebuild or relocation shall not create district outside of any departments 5-mile response boundaries.
- The approval of the Wake County Board of Commissioners is required for all new station construction involving cost share participation by Wake County.

Section 17. INSURANCE

The Town shall obtain and keep in force during the term of this Agreement and any subsequent renewals of this Agreement the following minimum insurance coverage, providing the Wake County Finance Department with a certificate of insurance upon each policy renewal. Insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of Wake County's Finance Department. Coverage shall be maintained continuously during the term of this agreement. Any request for consideration of alternate insurance coverage must be approved by Wake County PRIOR TO final execution of this Agreement.

- 17.1. Worker's Compensation, covering both regular employees and volunteers, with minimum limits for Coverage A: Statutory for State of North Carolina, and Coverage B – Employers Liability: \$100,000 each accident/\$100,000 disease each employee/\$500,000 disease.
- 17.2. Commercial General Liability, Including Medical Malpractice/Errors and Omissions, with minimum limits of \$1,000,000 per occurrence or incident, including contractual liability.
- 17.3. Commercial Auto Liability, with minimum limits of \$1,000,000 per accident for bodily injury liability and property damage, including coverage for owned, hired, and non-owned vehicles.
- 17.4. Auto Physical Damage Coverage for any vehicle, including permanently attached equipment, listed by the Fire Department on the Fire Tax District replacement schedule, regardless of whether owned by County or Town. Each vehicle shall be insured on an Agreed Value basis. Values will be provided by Wake Fire Services at the end of each calendar year. Wake County shall be included as Loss Payee for any County-owned or leased vehicle used in the provision of agreement services; the certificate of insurance must list County-owned vehicles. For the purpose of this section, "Agreed Value" is the value agreed upon by the insured and the insurer at the beginning of the policy period but may be amended by endorsement.
- 17.5. Portable Equipment Coverage for equipment used in the provision of agreement services. For any equipment not insured at replacement cost coverage, Town agrees that adequate resources exist to cover any difference between the cost to replace and insurance proceeds in the event of a loss.
- 17.6. Management/Public Officials Liability, with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.

- 17.7. Umbrella or Excess Liability, with minimum limits of \$2,000,000, extending coverage over the underlying Employer's Liability; General Liability including Medical Malpractice/Errors and Omissions Liability; Auto Liability; and Management/Public Officials Liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- 17.8. Fidelity/Employee Dishonesty Coverage, covering all employees and volunteers, with limits not less than \$100,000.
- 17.9. Wake County shall be included as additional insured on the General Liability, including Medical Malpractice/Errors and Omissions; Auto Liability, Management/Public Officials Liability; Umbrella Liability; and loss payee on any policy covering vehicles or other property owned by Wake County or where Wake County has funds at risk.
- 17.10. Claims Made Coverage: Any claims made policy must include either 1. a retroactive date prior to or equal to the effective date of this agreement, or 2. full prior acts coverage. If any policy written on a claims made basis is canceled or non-renewed, it must be replaced with another claims made policy with the same retroactive date as the canceled or non-renewed policy. If this agreement is terminated and not renewed, either the policy in force at that time must be maintained for three years, or extended reporting period ("tail") coverage must be purchased and maintained for a period of three years-beyond the date of termination. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

Section 18. INDEMNIFICATION

To the extent permitted by N.C. law, the Town shall indemnify and save harmless Wake County from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by Wake County which are caused by the negligence or willful misconduct of the Town, its agents, or employees, provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the Town from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

Section 19. TOWN INDEMNIFICATION

To the extent permitted by N.C. law, the County shall indemnify and save harmless the Town from any and all liability and expenses including attorney's fees, court costs, and other costs incurred by the Town which are caused by the negligence or willful misconduct of the County, its agents, or employees, provided that such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent the County from

asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.

Section 20. INSURANCE SERVICES OFFICE, INC. RATING

The Town shall make a good faith effort to maintain its current rating, or better, with the North Carolina Department of Insurance, and Insurance Services Office, Inc. The Town shall continuously comply with all applicable laws, ordinances and regulations. Cases in which a Town's fire operation loses or receives a reduced rating will be examined by the Wake County Department of Fire Services. The Wake County Director of Fire Services shall make a report to the Wake County Fire Commission containing recommendations for corrective action.

In the event the Town's fire operation ISO rating falls below a Class 6 public protection classification for fire insurance grading purposes in contracted unincorporated areas, the Town shall prepare and submit to the County a plan to obtain a minimum of a Class 6 public protection classification, such classification to be in effect no later than July 1, 2025. If the Town has a public protection classification equal to or better than a Class 6, the Town is not required to downgrade to a Class 6.

The Town agrees to implement said plan after its completion subject to availability of funds as recommended by the Fire Commission and approved by the Town's governing body.

The Wake County Board of Commissioners reserves the right to alter or merge insurance district boundaries in their sole discretion. The Department of Fire Services will notify the Town when considering insurance district boundary changes. The Town agrees to cooperate with Wake County Fire Services in developing and implementing any County Commission approved insurance and response district changes. Any changes which occur during the life of this agreement shall be identified in an amended insurance and response area map to be attached in Appendix A.

Section 21. STANDARDS OF PERFORMANCE

The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Department of Insurance, Insurance Services Office, Inc., Article 11, Chapter 153A of the North Carolina General Statutes, Article 14, Chapter 160A of the North Carolina General Statutes, and other pertinent federal, state and County laws, regulations and standards. The Town agrees to participate jointly with the County in development and implementation of countywide fire service system performance standards through the Fire Commission including (but not limited to) staffing, turnout time, response time, fire and emergency-event outcomes, customer satisfaction and dissatisfaction, documentation consistency and compliance with standard operating procedures.

The following minimal standards of performance are agreed to by the County and the Town and are a part of this agreement:

- 21.1. STAFFING ON SCENE: The Town shall have adopted standard operating guidelines that are in line with the Wake County Long Range Plan Standards & Guiding Principles that addresses the appropriate number of firefighters needed on all types of fire calls. A current copy of the Town's guideline shall be made available to Wake County Department of Fire Services upon request.
- 21.2. AUTOMATIC AID AGREEMENTS: The Town shall provide automatic aid service for all calls for service as documented in Appendix C. Each fire department shall participate in countywide automatic aid through the quickest unit response program. Appropriate units will be dispatched based on quickest response as configured in computer aided dispatch system and automatic vehicle location. Fire stations that are not continuously staffed on a 24 hour a day / 7 day a week basis may or may not participate in quickest unit response inside a municipality's corporate limits.
- 21.3. MUTUAL AID AGREEMENTS: The Town shall cooperate and participate in the most current Wake County Mutual Aid system plan. The Raleigh Wake Emergency Communication Center (RWECC) and Town of Cary Emergency Call Center will automatically dispatch the nearest mutual aid department after failure in 2 minutes and 30 seconds of the initially dispatched department to acknowledge the call. This shall apply to all calls. Wake County will supply the Town with a copy of the officially adopted mutual aid system plan. The agreement can be found as Appendix B of this agreement.
- 21.4. TRAINING: The Town shall have formally adopted written guidelines for appropriate initial training of firefighters and continuing education of firefighters that meet or exceed all state requirements ("Training Guidelines"). The Town shall be responsible for providing Wake County Department of Fire Services with a current, valid copy of the Town's training guidelines and any amendments of the training guidelines that go into effect during this agreement upon request by the County. The training guidelines shall include the following minimum standards:
- 21.4.1. Initial firefighter training shall include education on hazardous materials responder, National Fire Protection Association (NFPA) 1001 – Standard for Firefighter Professional Qualifications, incident command system, and blood borne pathogens.
- 21.4.2. The Town shall annually conduct and/or participate in a minimum of one (1) live fire training exercise.

21.4.3. The Town shall annually participate in a minimum of one (1) multi-company and one (1) multi-department training exercise.

21.4.4. No member of the Town's fire department shall engage in structural firefighting without having first completed the Wake County Essentials of Firefighting course or equivalent course as determined by the Town's fire department's chief officer.

21.5. DEPRECIATION: Town shall have a depreciation schedule for equipment and property valued over \$25,000.00.

21.6. COMMUNITY RISK REDUCTION: The Town shall develop and utilize programs for providing public fire and life safety education to a variety of age groups and occupancies within their service area, based upon the needs of the area served. Documentation of the programs and number of attendees will be maintained by the Town, and be available for review by the County, when desired. The Town shall support public fire education programs through assistance of materials, equipment and personnel from the Wake County Department of Fire Services.

21.7. PRE-FIRE INCIDENT SURVEYS: The Town shall develop pre-fire incident surveys and update them annually for all commercial buildings within the fire district. Facilities, which should be given priority, are those buildings displaying NFPA 704 placards, hazardous, institutionalized and assembly occupancies. The Town shall work with local fire code enforcement officials to determine hazards and occupancies. Upon request, the Wake County Department of Fire Services staff shall assist the Town in developing pre-fire incident surveys for buildings within Wake County Department of Fire Services' fire code enforcement service area.

21.8. FIRE INVESTIGATIONS: The Town fire officer in charge at all fire scenes, occurring in the unincorporated area of the county, shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause OR if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Wake County Fire Services Department to assist. The Town shall provide reasonable assistance if needed by Wake County staff at the fire scene. The responsibilities under this section shall be in addition to, and not in replacement of the responsibilities outlined under subsection 20.9 "Post Incident Review".

21.9. POST INCIDENT REVIEW: In order to provide a systematic and consistent approach for reviewing and evaluating fire response, the Town shall be required to conduct a post incident review for the following incidents occurring in the unincorporated areas of the county: fires resulting in fatalities, fires resulting in more than \$400,000 property loss, fires resulting in civilian injury, fires resulting in firefighter injury, and any other incident as determined by the Town. Post incident reviews will be facilitated by a fire service

member that has completed a post-incident review training program approved by the Fire Commission, or equivalent training as determined by the Fire Commission.

21.10. FIRE HYDRANTS: The Town shall have an adopted guideline that addresses fire hydrant testing and maintenance.

21.11. MEDICAL FIRST RESPONDER: Town shall participate in the Wake County Medical First Responder Program. The Town shall conform to the Wake County Medical First Responder policies and procedures and direction of the Wake County Medical Director and Emergency Medical Services Director. The Town shall have an adopted guideline that addresses the Medical First Responder Program and Operation. The most current Medical Responder Guidelines can be found on the Wake Fire Services website under Fire District Documents

21.12. EMERGENCY DISASTER RESPONSE: The Town shall follow the Wake County Emergency Operations All Hazards Plan and all applicable appendices.

21.13. DISPOSING OF EQUIPMENT: For any equipment acquired wholly or partially with county funding which the town has deemed necessary to sell or donate, the Town shall, to the extent permitted by North Carolina surplus property laws, offer such equipment for sale or donation to other Fire Departments in Wake County prior to offering to outside agencies. All sold or donated items should be within their NFPA-specified service life, in serviceable condition, and retested or recertified by the manufacturer or certified third-party testing organization. For a sale, the Town shall provide the cost share percentage, at the time of original purchase, proceeds of the sale back to the County.

21.14. PERSONNEL: The Town agrees to adopt and to initiate compliance with, and enforcement of personnel rules for compensated and volunteer members that are in compliance with FLSA and any other applicable federal or state law, and not substantially and materially different from, or inconsistent with the current Fire Compensation Administrative Guidelines adopted by the Fire Commission or within 30 (thirty) days of Fire Commission revision of such guidelines for volunteer members.

21.15. USE OF COUNTY-OWNED VEHICLES

21.15.1. Vehicle Use. The Town agrees that in the event it uses or leases County-owned vehicles in the performance of duties under this Agreement, the Department shall not make these vehicles available to individual employees or volunteers for personal use or other employment not provided for under the Fire Services Contract.

- 21.16. AUXILIARY SERVICES: The Town may choose to provide additional Emergency Services and programs within their response districts. Participation is voluntary. Any Town or fire department choosing to participate in these programs shall have adopted guidelines that address the appropriate functions.
- 21.17. FIRE COMPENSATION ADMINISTRATIVE GUIDELINES: The County and Town agree to meet or exceed the minimum job requirements contained in the Wake County Fire Compensation Administrative Guidelines as approved by the Wake County Board of Commissioners on October 20, 2003 and as they may be amended from time to time during the existence of the Agreement. The Town acknowledges review and acceptance of the most current Wake County Fire Compensation Administrative Guidelines originally effective July 1, 2003 as updated November 2020.
- 21.18. ADVERSE FINDINGS: The Town agrees to notify the Wake County Department of Fire Services within 30 days of any adverse finding by any Municipal, State or Federal agency against the Towns Fire Department, pertaining to employment practices, employee safety, environmental issues, North Carolina Department of Insurance Rating Violations, etc.
- 21.19. EMERGENCY ALERTING: The County agrees to maintain both primary and secondary methods of emergency dispatch alerting for fire department personnel, including but not limited to tone/voice paging systems and countywide alphanumeric paging. The Town agrees to rely only on the countywide alphanumeric and tone/voice paging systems for emergency alerting and response purposes that originate from Raleigh-Wake Communication Center or Town of Cary Communication Center.
- 21.20. WEAPONS: With the exception of sworn law enforcement officers, operating within their jurisdiction, no weapons of any sort are permitted to be carried by Town fire department personnel while performing services under this Agreement within county-owned department vehicles or buildings, or while on calls for service within county fire districts. This applies to all weapons whether concealed or visible. This includes firearms, knives, conducted electrical weapons and chemical irritants, such as mace and pepper spray, but shall exclude any equipment required for the performance of services under this Agreement. This shall not prohibit a lawful concealed handgun permittee from securing a firearm in a locked personal motor vehicle within the trunk, glove box, or other enclosed compartment on or near county owned vehicles or property.
- 21.21. BODY ARMOR: The Town agrees to follow the minimum standard for use and care of body armor. Body Armor is defined as an item of personal protective equipment that provides protection against specific ballistic threats within its coverage area. 20.13 of the Agreement shall apply to disposal of Body Armor.

Section 22. RELATIONSHIP OF PARTIES

The Town, including any officer, employee, or agent of the Town is an independent contractor of the County and none of these shall be considered employees of the County. The relationship between the parties shall be limited to the performance of this Agreement in accordance with its terms. County and the Town agree that the Town shall operate and act as an independent contractor in accordance with the standards set forth herein, and the County shall not be responsible for any of the Town's acts or omissions. Neither the Town, any officer, employee, or agent of the Department shall be deemed an officer, employees, or agent of the County. No liability for benefits, such as workers compensation, pension rights, or other provisions shall arise out of or accrue to any party, its officers, agents, or employees as a result of this Agreement or performance thereof.

Section 23. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years, beginning on July 1, 2025 and ending on June 30, 2028, unless earlier terminated by either party in accordance with Section 25 of this agreement. This term is subject to the continued legal existence of the District(s) and the Town.

Section 24. NON-ASSIGNABILITY

This agreement may not be transferred, assigned, or subcontracted by the Town without the written consent of the County.

Section 25. TERMINATION

This agreement may be terminated by either party with or without cause upon advance written notice to the other party, served upon the other party by certified mail at least three hundred sixty-five (365) days prior to termination. Failure of the County and the Town to agree upon the amount of funding shall terminate this agreement in accordance with this section of this Agreement. The Town acknowledges that the 365-day prior notice requirement is calculated to allow sufficient time to provide alternate fire protection for the covered district in the event of a termination. Unless the parties mutually agree in writing to an earlier termination, the Town is required to provide fire protection up until the effective date of termination. Upon termination of this agreement, Town agrees to reimburse County for the County's share of equipment, apparatus and facilities funded, in part, by the Fire Tax District. Reimbursement shall be based upon current value of said items multiplied by the cost share percentage in effect at time of item purchase.

Section 26. RESERVATION OF RIGHTS

Wake County reserves the right to provide the highest level of fire protection and emergency services possible, subject to the availability of funding.

Section 27. NO WAIVER

Failure of the County to enforce any of the provisions of this Agreement at any time, or to request performance by the Town pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision. In the event that there is disagreement between representatives of the County Department of Fire Services and the Town as to the meaning and/or applicability of any section of the Agreement, the County and the Town shall endeavor in good faith to mediate the disagreement, and agree to select and share the cost (if any) of the services of a trained community mediator to mediate the disagreement. However, nothing herein shall be construed to prevent either party from seeking legal or equitable relief in a court of competent jurisdiction.

Section 28. AMENDMENTS

It is recognized and agreed to by the County and the Town that specific amendments may be necessary on an individual department-by-department basis. Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective. All contract amendments shall be listed in Appendix E.

Section 29. NO THIRD-PARTY BENEFICIARIES

This contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

Section 30. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire agreement by and between the County and the Town and shall supersede all previous communications, representation or agreement, either oral or written between the parties hereto with respect to the subject matter hereof; except, that this paragraph shall not be construed to supersede any existing and applicable Mutual Aid Agreements.

Section 31. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given

in writing and delivered in person, or by confirmed Electronic Version of Contract. Town 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.

If to Wake County:

Mr. Darrell Alford
Wake County Department of Fire Services
P.O. Box 550
331 South McDowell Street
Raleigh, North Carolina 27602

Telephone: (919) 856-6349
Facsimile: (919) 856-6236
Email: Darrell.Alford@wake.gov

If to Town:

Town of Apex
Randy Vosburg, Town Manager
73 Hunter Street
Apex, NC 27502

Telephone: (919) 249-1042
Facsimile:
Email: Sandy.Burke@apexnc.org

Section 32. GOVERNING LAW AND VENUE

The Parties acknowledge that North Carolina law shall govern this Agreement. Any action, claim, suit, or proceedings arising out of or relating to this agreement shall be brought in the state or federal courts, whichever is applicable, located in Wake County, North Carolina.

Section 33. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

Section 34. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 35. NO WAIVER OF SOVEREIGN IMMUNITY

The County and the Town agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law. Nothing herein shall be construed to constitute waiver of the Town's governmental immunity in any respect, under North Carolina law or pursuant to N.C.G.S. 160A-485.

Section 36. VERIFICATION OF EMPLOYEE WORK AUTHORIZATION

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

Section 37. IRAN DIVESTMENT AND DIVESTMENT FROM COMPANIES BOYCOTTING ISREAL. By signing this agreement, Town certifies that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Town shall not utilize any subcontractor that is identified on the Final Divestment List. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Section 38. ANTIDISCRIMINATION. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject

matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

Section 39. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which Wake County executes this agreement. This date shall be reflected in the first paragraph of this Agreement. The terms and conditions of this Agreement shall apply to the entire Term as set forth in Section 23 or as amended by the parties.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by the Wake County Manager, and the Town has caused this instrument to be signed in its name by its Town Manager, attested by its Town Clerk, and its corporate seal hereto affixed, all by authorization of its Town Council duly given.

This the _____ day of _____, 20_____.

WAKE COUNTY

BY: _____
David Ellis or designee
Wake County Manager

BY: _____
Darrell Alford
Wake County Fire Services & Emergency Management Director

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

Finance Director or designee

This person is responsible for monitoring the contract performance requirement is:

Darrell Alford _____ Department Head Initials

Town of Apex
BY: _____
Randy Vosburg
Town Manager

ATTESTED TO:
BY: _____
Its _____ (Town Clerk)

Fire Protection Agreement
Appendix A
Fire Insurance and Response District Map

HIPEX FIRE INSURANCE DISTRICT

Legend

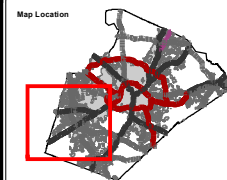
▲ Fire Stations

DISTRICT

■ HIPEX

0 0.5 1 2
Miles

Map Location



Information depicted hereon is for reference purposes only and is derived from best available sources. Wake County assumes no responsibility for errors arising from misuse of this map.

Prepared by: Bill Eagen
Wake County GIS
919-856-6377
Apr 2025

Map Information:

The gray color coded shaded areas represent the fire insurance district of interest.



Fire Protection Agreement
Appendix B
Mutual Aid Agreement

WAKE COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT made and entered into this 14th day of September, 2023, by and between the TOWN OF APEX FIRE DEPARTMENT, INC., NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, INC., GARNER VOLUNTEER FIRE RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, INC., HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT INC., TOWN OF MORRISVILLE FIRE DEPARTMENT INC., RALEIGH-DURHAM AIRPORT AUTHORITY, ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, INC., WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT INC., and the COUNTY OF WAKE.

WITNESSETH:

WHEREAS, N.C. Gen Stat. § 58-83-1 authorizes counties, municipal corporations and fire protection districts to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve (a practice generally known as “mutual aid”), provides for retention of rights, privileges and immunities enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provides for retention of rights, privileges and immunities of counties, municipal corporations and fire protection districts enjoyed by those agencies in their response areas when those agencies respond beyond those response areas; and

WHEREAS, it is in the best interests of Wake County, municipal corporations within Wake County and private non-profit corporation fire departments with which Wake County contracts for fire services to engage in the practice of mutual aid and this commitment has previously been formalized in a written Mutual Aid Agreement;

WHEREAS, the parties desire to reaffirm their commitment to the Mutual Aid Agreement and update the Mutual Aid Agreement to reflect the current parties to the Mutual Aid Agreement.

WHEREAS, the previous Mutual Aid Agreement and mutual aid between fire departments extended pursuant to N.C. Gen. Stat. § 58-83-1 without a written agreement is acknowledged as valid and nothing herein shall be construed to the contrary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed as follows:

1. The following definitions are herewith adopted as part of this Agreement:
 - a. FIRE CHIEF means the chief operating officer of a lawfully organized fire department;
 - b. FIRE DEPARTMENT means any subdivision of County or municipal government that delivers fire protection services, or a private non-profit corporation that delivers fire protection services within Wake County pursuant to a contract with Wake County;
 - c. MEMBER means (and is limited to) a bona fide employee or member in good standing of a subdivision of County or municipal government or private non-profit corporation fire department that delivers fire protection services, and that is party to this Agreement.
 - d. FIRE PROTECTION SERVICES includes (but is not limited to) firefighting, hazardous-materials release control, emergency medical event response, technical rescue response (including, but not limited to, structural collapse rescue, confined-space rescue, and water rescue) and such other emergency response activities that are customarily associated with fire department response, or are otherwise authorized by state law, subject to the limitations contained elsewhere in this Agreement.
 - e. MUTUAL AID RESPONSE is a response of the personnel and equipment of a fire department party to this Agreement requested by the fire chief of a fire department party to this Agreement, or his or her designee, in command of an emergency response activity, and is in addition to, and does not supercede or void any automatic-aid response.
2. Each fire department party to this Agreement agrees to:
 - a. Provide for a written standard operating procedure that gives direction to fire department members on how a mutual aid response will be summoned (on the part of a requesting fire department) or undertaken (on the part of a responding fire department);
 - b. Procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, and worker's compensation.
 - c. Assume responsibility for implementation and coordination of an incident command system at a mutual aid event that incorporates the operations of responding departments into that system, including delivery of assignments, information and direction to the ranking officer of the responding fire department present at the mutual aid scene;
 - d. Except in cases of willful misconduct, gross negligence, or bad faith, waive any and all claims of liability against a fire department requesting mutual aid for death or injury of any member, for damage, theft, loss or destruction of any fire

department equipment or personal property of fire department members in connection with response to, operation at, and/or return from a mutual aid event;

- e. To the extent permitted by law, indemnify and hold harmless any fire department, fire chief or fire department member responding to a request for mutual aid from third-party claims arising from third-party personal injury or property damage in connection with provision of fire protection services at that mutual aid event, or any fire department that elects to respond to a mutual aid request in a manner different from the request, or any fire department that elects not to respond to a mutual aid request because of immediate community protection needs of its own. All activities performed under this agreement are deemed to be governmental functions;
 - f. Waive any and all claims against a fire department requesting mutual aid for any costs incurred in connection with response to, operation at, and/or return from a mutual aid event, including (but not limited to) salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation, except that a responding department that expends materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services may present to the requesting department an itemized statement of costs for such materials, upon receipt of which such materials shall be paid for by the requesting department;
 - g. Refrain from undertaking any fire protection service activity, including (but not limited to) technical rescue activities, when the responding department is neither trained nor equipped to undertake such activity, and so advise the requesting department's incident commander upon request for delivery of such service; and
 - h. Upon request, to furnish to the Wake County Fire Marshal information on fire protection service equipment, capabilities and personnel so that the Fire Marshal may maintain a "mutual aid resource database" for use by all parties to the Agreement.
3. This Agreement shall remain in effect from the date of execution until June 30, 2023, and, thereafter shall renew automatically on July 1 of each subsequent year, except that:
- (a) A party to this Agreement may elect to terminate its participation upon Sixty-day written notice, mailed via registered mail-return receipt requested to the Wake County Fire Marshal; or
 - (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the joinder of all Parties.

4. Upon initiation of this Agreement, and not less frequently than annually, the Wake County Fire Services shall furnish to all parties to this agreement a list of all parties to this Agreement. In the event that a party to this Agreement elects to terminate its participation, the Fire Services Director shall notify all other parties to the Agreement of such action by conventional mail, electronic mail and facsimile as soon as possible after the Fire Marshal's receipt of notice of such termination. The joinder of the other Parties is not required for a Party to terminate. The termination is not effective until sixty days from the Director of Fire Services and Emergency Management receipt of written notice from the terminating Party.
5. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with a fire department outside of Wake County.
6. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
7. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or 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 any party 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.
8. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

Dated this _____ day of 10/24/2023, 2023.

WAKE COUNTY

DocuSigned by:
BY: David Ellis
98EB8687BC504FD...

David Ellis or designee
Wake County Manager

DocuSigned by:
BY: Darrell Alford
25C83EFTCDE04A6...

R. Darrell Alford
Wake County Fire Services Director

This person is responsible for monitoring the contract performance requirement is: Joseph Vindigni DS Department Head Initials

TOWN OF APEX

DocuSigned by:
BY: Shawn Purvis
D78A025D93C8450...

Shawn Purvis
Deputy Town Manager

BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.

DocuSigned by:
BY: Gary Vickerson
89D36E1246924D7...

Gary Vickerson
Board President

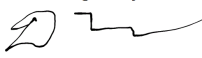
TOWN OF GARY

DocuSigned by:
BY: Russ Overton
9A895CEAD47348B...

Russ Overton
Deputy Town Manager

DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.


BY:


6666DBF05CB5480...

David B. McNulty
Fire Chief

FAIRVIEW RURAL FIRE DEPARTMENT, INC.


BY:


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John Maser
Board President

TOWN OF FUQUAY VARINA

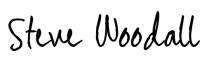
BY:


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Adam Mitchell
Town Manager

GARNER VOLUNTEER FIRE-RESCUE, INC.


BY:


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Steve Woodall
Board President

TOWN OF HOLLYSPRINGS


BY:


55CF97F2A384442...

Randy Harrington
Town Manager

HOPKINS FIRE DEPARTMENT, INC.

BY:


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David Bunn
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY: Bill Summers
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Bill Summers
Town Manager

TOWN OF MORRISVILLE

DocuSigned by:
BY: Nathan Lozinsky
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Nathan Lozinsky
Fire Chief

RALEIGH-DURHAM AIRPORT AUTHORITY

DocuSigned by:
BY: Michael J. Landguth
9D2705385F6F431...

Michael J. Landguth
President, Chief Executive Officer

ROLESVILLE RURAL FIRE DEPARTMENT

DocuSigned by:
BY: CHARLES S JONES
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Charles S. Jones
Board President

SWIFT CREEK FIRE DEPARTMENT, INC.

DocuSigned by:
BY: Mike Gerke
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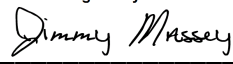
Mike Gerke
Fire Chief

TOWN OF WAKE FOREST

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BY: Ron Early
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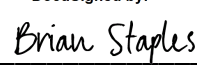
Ronald Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT, INC.

DocuSigned by:
BY: 
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Jimmy Massey
Board President

WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

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BY: 
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Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

DocuSigned by:
BY: 
FDA62F1AA9384CA...

Brian McFeaters
Board President

TOWN OF ZEBULON FIRE DEPARTMENT

DocuSigned by:
BY: 
FEC3913805AC40A...

Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix C
Automatic Aid Agreement

**WAKE COUNTY FIRE PROTECTION AUTOMATIC AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA**

THIS AGREEMENT made and entered into this 1st day of July, 2022, by and between the TOWN OF APEX FIRE DEPARTMENT, NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, GARNER VOLUNTEER FIRE-RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT, TOWN OF MORRISVILLE FIRE DEPARTMENT, ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK RURAL FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT, and the COUNTY OF WAKE.

WITNESSETH:

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the parties to this Agreement are bodies politic and corporate, municipalities or fire departments ("Parties") desiring to participate in Automatic Aid; and

WHEREAS, the Parties desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible ISO public protection classification ratings; and

WHEREAS, the Parties desire to enter into an agreement whereby automatic aid assistance as described therein will be provided for all fire calls as provided in closest unit dispatch based on Computer Aided Dispatch Rules and Automatic Vehicle Location; and

WHEREAS, Wake County has written automatic aid protocols which are maintained and utilized by the Raleigh Wake and Cary Communications Center (RWCCC) and utilized on all structure fires whereby RWCCC simultaneously dispatches the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the Parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection.

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed:

1. That automatic aid assistance will be provided in the areas within the Incorporated and Unincorporated areas of Wake County, without boundaries or district lines based on Computer Aided Dispatch Rules.
2. The Automatic Aid department shall be dispatched with the initial alarm.
3. Automatic Aid assistance received for all structure related calls will be a minimum engine for first arriving unit, and or other units as needed to complete the required compliment to fill the assignment. The Fire Chief, Officer in Charge or Incident Commander of the Fire Department in whose community or fire district where the emergency exist should in all instances be in command or participate as to aspects of strategy, fire control tactics and overall direction of the operations if same is available on scene.
4. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
5. That each party to this agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
6. Pursuant to N.C.G.S. § 58-83-1, a party that responds to an emergency incident outside the territorial limits which it normally serves shall have all authority, rights, privileges and immunities, including coverage under Workers' Compensation Laws, as it has when responding to a call and while working at an emergency inside the territorial limits normally served.
7. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
8. All parties will work with their respective Emergency Communications Center Directors to maintain accurate information pertaining to this automatic aid agreement.
9. This Agreement shall remain in effect from the date of execution until June 30, 2023, and thereafter shall renew automatically on July 1 of each subsequent year with no lapse.
10. With the authority of its governing board, a party to this Agreement may terminate its participation by giving sixty (60) days' written notice, mailed via registered mail-return receipt requested to the Wake County Director of Fire Services and Emergency Management.


11. A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the approval and signature of all Parties.
12. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
13. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or 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 any party 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.
14. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

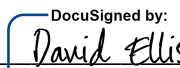
Dated this _____ day of 6/28/2022, 2022.

This person is responsible for monitoring the contract performance requirement is:

Joseph Vindigni

 Department Head Initials

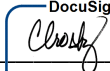
WAKE COUNTY

BY:  _____
David Ellis or designee
Wake County Manager

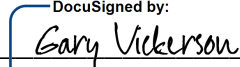
DATE: 6/28/2022

BY:  _____
R. Darrell Alford
Wake County Fire Services Director

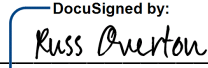
TOWN OF APEX

DocuSigned by:
BY:  DATE: 6/16/2022
Catherine (Katy) Crosby
Town Manager

BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/20/2022
Gary Vickerson
Board President


TOWN OF CARY

DocuSigned by:
BY:  DATE: 6/15/2022
Russ Overton
Deputy Town Manager

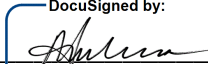
DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
David B. McNulty
Board President

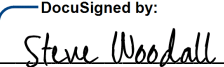
FAIRVIEW RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/22/2022
John Maser
Board President

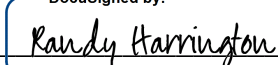
TOWN OF FUQUAY VARINA

DocuSigned by:
BY:  DATE: 6/24/2022
Adam Mitchell
Town Manager

GARNER VOLUNTEER FIRE-RESCUE, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Steve Woodall
Board President

TOWN OF HOLLY SPRINGS

DocuSigned by:
BY:  DATE: 6/15/2022
Randy Harrington
Town Manager

HOPKINS FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
David Burne
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY:  DATE: 6/21/2022
Bill Summers
Town Manager

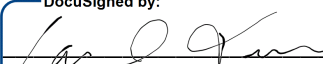
TOWN OF MORRISVILLE

DocuSigned by:
BY:  DATE: 6/20/2022
Scott Cridle
Fire Chief

ROLESVILLE RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
Charles Spencer Jones
Board President

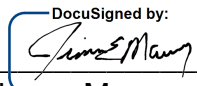
SWIFT CREEK RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Ian S. Toms
Board President

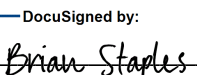
TOWN OF WAKE FOREST

DocuSigned by:
BY:  DATE: 6/17/2022
Ronald Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC.,

DocuSigned by:
BY:  DATE: 6/16/2022
Jimmy Massey
Board President

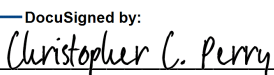
WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Brian McFeaters
Board President

TOWN OF ZEBULON FIRE DEPARTMENT

DocuSigned by:
BY:  DATE: 6/15/2022
Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix D
FEMA Disaster Services

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF AGREEMENT
FEMA DISASTER SERVICES

WHEREAS, the Wake County Department of Public Safety and Wake County Fire Departments agree to provide and promote the highest level of emergency/disaster services possible for the citizens of Wake County, and

WHEREAS, the Fire Department is currently under contract with Wake County Government to provide fire protection and emergency services and is a participant in the Wake County Mutual Aid Plan, and

WHEREAS, the Fire Department voluntarily agrees to accept emergency/disaster services for a designed geographical area, and

NOW THEREFORE, the APEX VOL. Fire Department agrees to become a participating party in this agreement.

It is further understood that the participating party agrees to provide the following services upon request during time of emergencies/disasters: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) other life saving and property protection measures as necessary.

This Memorandum of Agreement will be in effect from September 5, 1996 until such time as either party desires to withdraw.

Executed this the 5th day of September, 1996.

DIR G. J. [Signature] President
Chief Administrative Officer of the Fire Department

9/5/96
Date

[Signature]
Wake County Fire / Rescue Director

9/5/96
Date

Fire Protection Agreement
Appendix E
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st day of July, 2025, by and between WAKE COUNTY, hereinafter referred to as "Covered Entity", and TOWN OF APEX hereinafter referred to as "Business Associate"; also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 directs the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. Section 1320(d) *et seq* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder at 45 CFR Parts 160 and 164 (the "Privacy Regulations" and "Security Regulations"); and

WHEREAS, Covered Entity and Business Associate are or may be subject to the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 45 CFR Part 160 and Part 164, subparts A and C (the "Security Rule"), subparts A and D (the "Breach Notification Rule"), and subparts A and E (the "Privacy Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (collectively the "HIPAA Rules") which expands the scope of privacy and security protections available under HIPAA to Protected Health Information managed via electronic health records; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity ("Services Agreement"), and, pursuant to such Services Agreement, Business Associate is or may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules; and

WHEREAS, Business Associate may have or require access to Protected Health Information as defined in the HIPAA Rules in fulfilling its responsibilities under such Services Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Services Agreement, compliance with the HIPAA Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following provisions in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

SECTION I

DEFINITIONS

1.1 Catch-All definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

"*Business Associate*" shall generally have the same meaning as the term "business associate" in 45 CFR §160.103, and in reference to the party to this agreement, shall mean TOWN OF APEX.

"*Covered Entity*" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this agreement, shall mean Wake County.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

"HITECH or HITECH Standards" means the privacy, security, and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

SECTION II

COORDINATION WITH HIPAA RULES

- 2.1 In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.
- 2.2 The parties agree that, in the event that any documentation of the Services Agreement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

SECTION III

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Business Associate acknowledges and agrees that all Protected Health Information that is created, received, stored or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or created, received, stored or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- 3.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Services Agreement or as required by law.
- 3.3 Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information other than as provided by this Agreement, and to comply with Subpart C of 45 CFR Part 164 and HITECH Standards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- 3.4 Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by at 45 CFR § 164.410, and any Security Incident of which it becomes aware. Business Associate will make this report to the Covered Entity's Privacy Officer and Security Officer within twenty-four (24) hours after discovery. This report will include at least the following information (a) nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI used or disclosed (c) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach (d) any other information requested by Covered Entity that must be included in the notification to the individual pursuant to at 45 CFR § 164.404.

- 3.5 In the event of a potential or actual Breach, Business Associate shall cooperate with the Covered Entity to investigate, perform risk analyses, notify appropriate government, regulatory authorities, media, or individuals as required by law or generate statute and to mitigate any harmful effect that is known to Business Associate and the Covered Entity as a result of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. The Business Associate shall be responsible for the direct costs of implementing these efforts to the extent that the actual or potential Breach is caused by the willful neglect, material breach or violation of the Agreement by the Business Associate.
- 3.6 In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate may disclose protected health information to a downstream business associate that is an agent or subcontractor and may allow the agent or subcontractor to create, receive, maintain, or transmit Protected Health Information on its behalf only if the Business Associate enters and maintains a written agreement with the agent or subcontractor pursuant to which the agent or subcontractor agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. This requirement applies to any person or entity who performs functions or activities that involve access to information created, received, maintained, or transmitted by the Business Associate. Nothing in this Section shall be deemed to permit a Business Associate to use an agent or subcontractor not approved by Covered Entity to perform work as may be provided in the Services Agreement.
- 3.7 Business Associate agrees to make available Protected Health Information in a designated record set to the Covered Entity to the extent and in the manner required by 45 CFR § 164.524.
- 3.8 Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526; or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.
- 3.9 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.528.
- 3.10 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services.
- 3.11 Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required under 45 CFR § 164.528.

SECTION IV

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules and/or HITECH Section 13405(a) if done by Covered Entity.
- 4.2 Business Associate may use or disclose Protected Health Information as required by law.
- 4.3 Business Associate agrees to make and use reasonable efforts to limit disclosures and requests for Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request consistent with 45 CFR § 164.502(b).

SECTION V

TERM AND TERMINATION

- 5.1 **Term.** The term of this agreement shall be effective as of the date first written above, and shall terminate upon the last to occur of 1) termination of the Services Agreement 2) when all of the Protected Health Information or Electronic Protected Health Information provided by Covered Entity to Business Associate, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, if it is infeasible to return or destroy Protected Health Information or Electronic Protected Health Information, until protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Services Agreement.
- 5.3 **Obligations of Business Associate upon Termination.**
- a. Upon termination of this Agreement for any reason, or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate, their subcontractors, or agents shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall return to Covered Entity, or if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate, its agents, or subcontractors when the conditions that make return or destruction infeasible no longer exist.

SECTION VI

MISCELLANEOUS

- 6.1 **No Rights in Third Parties.** Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- 6.2 **Survival.** The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 6.3 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that this Agreement will be automatically amended to conform to any changes in the HIPAA Rules as is necessary for a Covered Entity to comply with.
- 6.4 **Assignment.** No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

- 6.5 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- 6.6 **Governing Law.** This Agreement will be governed by the laws of the State of North Carolina.
- 6.7 **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.8 **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- 6.9 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 6.10 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

COVERED ENTITY:

TOWN OF APEX

WAKE COUNTY

By: _____

By: _____

Name:

Name: Darrell Alford

Title:

Title: Director, Wake County Fire Services &
Emergency Management

Dated: _____

Dated: _____

Fire Protection Agreement
Appendix F
Contract Amendments

Fire Protection Agreement
Appendix G
Body Armor SOG

Minimum standard for use and care of body armor:

1. The purpose of this guideline is to establish procedures for the use, care and maintenance of protective body armor. The use of body armor is to provide protection to firefighters if during their course of work the firefighter is required to respond to a scene meeting any of the criteria in 2a. In any event, firefighters are not to enter an un-safe scene or act in the role of law enforcement. Body armor is safety equipment. There may not be an opportunity to return to the apparatus to retrieve body armor, so do not hesitate to use it on any response.
2. **Use**
 - a. Personnel should wear body armor upon direction of the company officer, incident commander or in accordance with the criteria listed below.
 - Any incident where it is reported that shots have been fired, person(s) have been shot or stabbed, or any incident where a weapon is reported to be involved;
 - A civil disturbance;
 - Any reported suicide where the means involves the use of a weapon or unknown means;
 - Any assist the police, standby or police situation involving violence;
 - Any domestic violence, family dispute or address that has been identified as a concern for such (i.e. identified in CAD as a potential violence hazards);
 - Any incident that may potentially involve an explosive device, a suspicious package, bomb threat;
 - Any incident when dispatch notifies the unit that the scene is not secure.
 - b. The crew dispatched to the above types of incidents shall don protective body armor prior to entering the affected area and shall wear said PPE until all potential threats have been mitigated by law enforcement. When the fire department crew (number) exceeds the number of available body armor and use has been indicated, unprotected personnel must stay in the apparatus or identified safe area until use is no longer indicated.
 - c. The wearing of protective body armor shall not relieve personnel from the requirement that they stage or remain in a secure area of the incident scene until informed by law enforcement that the scene is secure.
 - d. When not in use the protective body armor shall be properly secured to prevent theft.
 - e. When a high and unavoidable risk is present, the company officer/incident command is encouraged to direct personnel to use both helmet and vest together.
3. **Requirements**
 - a. All protective body armor shall meet or exceed National Institute of Justice NIFJ 0101.06 requirements.

- b. All protective body armor shall be a minimum of IIIA.
- c. Personnel should not wear protective body armor if they have not been trained in its use and limitations.
- d. Body armor is "one-size-fits-all" sized, but personnel should not wear armor which is ill-fitting or damaged.
- e. Use of protective body armor shall follow the manufacturer's recommendation and shall not be used beyond the manufacturer's warranty period.
- f. Body armor is not to be worn during firefighting.

4. Care and Maintenance

- a. The use, care and maintenance of protective body armor shall be in accordance with manufacturer's recommendations.
- b. When the body armor is worn for any period of time longer than five (5) minutes, after removing the gear, spray the vest (inside and out) with a disinfectant spray and allow it to air dry for 30 minutes before returning it to its proper place on the apparatus.
- c. Cleaning
 - i. Outer Carrier
 - 1. Remove ballistic panels from outer carrier.
 - 2. Attach Velcro pieces to one another to keep them from attracting lint.
 - 3. Machine wash outer carrier: low temperature, permanent press cycle, DO NOT USE BLEACH
 - 4. Machine dry - Low temperature, delicate cycle
 - 5. DO NOT DRY CLEAN OR IRON
 - 6. Carrier must be completely dry prior to inserting ballistic panels.
 - ii. Ballistic Panels
 - 1. DO NOT wash or dry clean
 - 2. DO NOT APPLY BLEACH
 - 3. Wipe with a damp cloth.

5. Disposal

- a. Fire Departments shall follow the requirements of the Fire Protection Agreement for end-of-life disposal of Body Armor.

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Motion to adopt an ordinance establishing a Social District in Downtown Apex, effective June 07, 2025.

Approval Recommended?

Yes

Item Details

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

Town staff began exploring the option of a social district shortly after the session law passed. In December 2024, the Town Council directed staff to develop a social district plan and ordinance to be considered in 2025.

At the March 25, 2025 Regular Town Council Meeting, the governing body provided direction on two outstanding items - business participation signage the authorized container.

Economic Development and Legal staff partnered together to prepare the required ordinance for the proposed social district in Downtown Apex. In addition, staff has prepared a Memo for discussion, direction and clarification on the outstanding items. A Management Plan, which outlines the maintenance and management of the Downtown Apex Social District, as well as an aerial map of the social district boundary has also been prepared by staff.

Attachments

- CN8-A1: Ordinance Amendment - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex
- CN8-A2: Management Plan - - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex
- CN8-A3: Map - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex
- CN8-A4: Memo - Chapter 14 Offenses and Miscellaneous Provisions, Article I - Establish Social District - Downtown Apex



ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING SECTION 14-14 OF THE
CODE OF ORDINANCES OF THE TOWN OF APEX

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

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

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

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

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

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

~~Malt beverage means beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage except unfortified or fortified wine as defined by this chapter, containing at least one half percent (0.5%), and not more than 15 percent (15%), alcohol by volume. Any malt beverage containing more than six percent (6%) alcohol by volume shall bear a label clearly indicating the alcohol content of the malt beverage (G.S. 18B-101(9))~~ **has the same meaning as the term “Malt beverage” defined in G.S. 18B-101.**

~~Open container means a container whose seal has been broken or a container other than the manufacturer's unopened original container (G.S. 18B-300(e))~~ **has the same meaning as the term “open container” in G.S. 18B-300.**

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

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

~~Unfortified wine means any wine of 16 percent (16%) or less alcohol by volume made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar, or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey that is contained in the base wine and produced in~~

accordance with the regulation of the United States (G.S. 18B-101(15)) **has the same meaning as the term “Unfortified wine” defined in G.S. 18B-101.**

- (b) *Consumption on the public streets and municipal property prohibited.* It shall be unlawful for any person who is not an occupant of a motor vehicle to consume malt beverages and/or unfortified wine on the public streets. Furthermore, it shall be unlawful for any person to consume malt beverages and/or unfortified wine on any property, whether located inside or outside the corporate limits, owned, occupied, or controlled by the town including, but not limited to, public buildings and the grounds appurtenant thereto, municipal parking lots, public parks, public greenways, playgrounds, recreational areas, tennis courts, and other athletic fields; provided that this sentence shall not apply to property owned or leased by the town which is leased or subleased to another party under terms that transfer the day-to-day control and operation of the property to the other party or to the Halle Cultural Arts Center of Apex when leased to another party under the terms and conditions of the cultural arts center rental agreement. **Notwithstanding the above, the provisions of this section shall not be applicable to any public streets or municipal property located within a social district during its hours of operation provided that all rules, regulations, and laws governing the consumption of alcoholic beverages within the social district are adhered to, including but not limited to those set forth in G.S. 18B-300.1.**
- (c) *Possession of open containers on the public streets and on municipal property prohibited.* It shall be unlawful for any person who is not an occupant of a motor vehicle to possess any open container of malt beverage and/or unfortified wine on the public streets. Furthermore, it shall be unlawful for any person to possess any open container of malt beverage and/or unfortified wine on any property, whether located inside or outside the corporate limits, owned, occupied, or controlled by the town including, but not limited to, public buildings and the grounds appurtenant thereto, municipal parking lots, public parks, public greenways, playgrounds, recreational areas, tennis courts, and other athletic fields; provided that this sentence shall not apply to property owned or leased by the town which is leased or subleased to another party under terms that transfer the day-to-day control and operation of the property to the other party or to the Halle Cultural Arts Center of Apex when leased to another party under the terms and conditions of the cultural arts center rental agreement. **Notwithstanding the above, the provisions of this section shall not be applicable to any public streets or municipal property located within a social district during its hours of operation provided that all rules, regulations, and laws governing the consumption of alcohol within the social district are adhered to, including but not limited to those set forth in G.S. 18B-300.1.**
- (d) ~~*Exemption for downtown sidewalk food service tables.*~~ The consumption of malt beverage and unfortified wine and the possession of an open container of the same, at a "downtown sidewalk food service table," as defined in Town Code section 18-11, shall be exempt from subsections 14-14(b) and (c) if the service of such malt beverage or unfortified wine is pursuant to a valid ABC permit and in conformity with the ABC laws. The Town of Apex grants control over the area of public

~~sidewalk upon which a downtown sidewalk food service table is located to the adjacent food service provider to the least extent necessary for the area to qualify as part of the premises of the adjacent food service provider for the purposes of the applicable ABC permit.~~

- (d) Exemption for special events.** The consumption of ~~malt beverage and unfortified wine~~ **alcoholic beverages** and the possession of an open container of the same, during a special event for which alcohol service has been approved by the town and within such area(s) designated for alcohol possession and consumption, shall be exempt from subsections 14-14(b) and (c) if the service of such ~~malt beverage or unfortified wine~~ **alcoholic beverages** is pursuant to a valid ABC permit and in conformity with the ABC laws.
- (e) Social districts.** Pursuant to North Carolina General Statute 160A-205.4 a city may adopt an ordinance designating a social district for use in accordance with G.S. 18B-300.1.

- (1) Management.** The Town shall approve a management and maintenance plan for the social district in accordance with the requirements contained in G.S. 160A-205.4 and 18B-300.1. Changes and modifications to the management and maintenance plan may be approved by the Town Manager or their designee.
- (2) The Town hereby creates and designates the following Social District:**

- a. **Downtown Apex Social District designated as the following area within the Town:**

1. **Downtown Apex Social District. An official exhibit designating the Downtown Apex Social District is hereby incorporated by reference and shall be effective as if fully set forth herein. The official copy of the Downtown Apex Social District exhibit, and any amendments thereto, shall be kept on file in the office of the town clerk.**
2. **The days and hours of operation for the Downtown Apex Social District shall be seven days a week from 11 a.m. to 10 p.m., unless modified by resolution of the Town Council, or, if required for public safety purposes, by the Town Manager or Apex Chief of Police or their respective designees.**

3. Consumption within the Downtown Apex Social District shall be in accordance with G.S. 18B-300.1 at all times in which the Downtown Apex Social District is active.

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

(f) *Penalty.* Violation of this section shall constitute a misdemeanor punishable in accordance with G.S. 14-4 and is subject to a fine not to exceed \$100.00. The remedy provided in this Section is not exclusive to any other remedies available under any applicable federal, state or local law and it is within the discretion of the town to seek cumulative remedies.

Section 2. The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

Section 3. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and the sections of this ordinance may be renumbered to accomplish such intention.

Section 4. Severability, Conflict of Laws. If this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Effective Date. This ordinance shall be effective June 7, 2025.

Introduced by Council Member: _____

Seconded by Council Member: _____

This the ____ day of _____, 2025.

Attest:

TOWN OF APEX, NORTH CAROLINA

Allen Coleman, CMC, NCCCC
Town Clerk

Jacques K. Gilbert
Mayor

Approved As To Form:

Laurie L. Hohe,
Town Attorney



MANAGEMENT PLAN

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Introduction

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

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

District Boundaries

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

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

Times of Operation

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

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

Management

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

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

- Economic Development

Enforcement and Oversight

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

ABC-Permit Holders and Non-ABC-Permit Holders

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

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

ABC-Permitted Businesses (Opt-In)

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

- May sell and serve alcoholic beverages only on their licensed premises.
- Must comply with all legal requirements for carding and limiting consumption of alcoholic beverages.
 - The establishment may only serve two beer or wine drinks or one liquor drink to one patron at a time.
- May only sell alcoholic beverages for consumption in open containers that meet the following criteria listed in the 'Beverage Containers and Rules of Use' section of this document.

Non-ABC-Permitted Businesses (Opt-In)

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

Beverage Containers and Rules of Use

The following regulations apply to containers within the Social District:

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

containers will be the responsibility of the opt-in businesses in adherence with the required standards. The information on the required standards will be provided by the Town.

District Designation and Logo

- The Downtown Apex Social District will utilize the logo provided by the Town of Apex (see Figure 1 below).
- The boundaries of the Social District will be clearly marked with signs affixed to all entrance/exit points.
- All Social District containers must be non-glass and no more than 16 fluid ounces. Required policy information can be printed directly on the container or on a label that is securely affixed to the container.
- The Social District logo may be printed in color or black and white, with text in at least 12-point font.
- A digital file of the Downtown Apex Social District Logo will be provided to ABC-permitted business that opted-in.
- Participants are prohibited from altering the logo design or distributing it to third parties without prior Town of Apex approval for any purpose other than printing on beverage containers/labels. Social District containers may not be used when the district is not in operation.

Figure 1 - Social District Logo and Mock-up of Logo on Beverage Container



Signage and Communication:

- The Town will create a logo for the Social District and install boundary markers to clearly define the area.
- Signage will be posted in accordance with NCGS 18BB within the district and at the district boundaries.
- The Town will also design, print, and distribute signage and window clings to businesses within the district, which must be displayed to verify the business' status in the Social District. The signage must be:
 - Displayed in a conspicuous area,
 - At every entrance or exit of the business that is contiguous to the Social District,
 - Displayed at all times the Social District is active.

Special Events in the Social District

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

Sanitation and Maintenance

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

Financing

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

Insurance

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

General Marketing and Information

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

Downtown Apex Social District - 4/22/2025





April 30, 2025

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

The purpose of this memo is to highlight scenarios and options in the social district plan that have not been finalized and to clarify the proposed boundary lines for the social district. This memo includes information and clarification on the proposed boundaries and scenarios followed by applicable staff recommendations.

Discussion

Social District Boundary: If a business has a sidewalk that connects to their entrance and the social district boundary abuts that sidewalk, that business can choose to opt-in to the social district. Therefore, the boundary line, as it extends down Salem Street from Chatham Street to William Street, only includes the sidewalks and not the actual buildings. The sidewalks are the congregation areas.

The Tap Station site is included within the social district boundary due to the green space between the sidewalk (congregation area) and the areas on the Tap Station property that have been permitted to sell/consume alcohol by the ABC Commission, which is specifically the building and the outside patio area. In order to not confuse the patrons and for ease in enforcement, the boundary includes the entire site, except for the parking lot.

The district boundary includes buildings in the 100 and 200 blocks of N. Salem Street to loop in congregational areas around and behind the businesses.

The Depot and Seaboard Street: The Town does not own the land on which the Depot building sits, but the Town does own the Depot building. The line that separates CSX owned property and the Town owned property in the Depot area runs down the middle of the Depot plaza. The Town's lease with CSX does not allow for alcohol on CSX property. CSX is a federally regulated entity, and they would have to approve a change to allow alcohol on their property.

Seaboard Street land is similarly owned by CSX, with the Town having the right of way for the street and parking. It has the same restrictions re: alcohol as the land the Depot sits on.

Community Event Opt-in: If a community event sponsor is holding an event that is contiguous to the social district boundary and they wish to have alcohol at their event, they can apply for a one-time permit. This will allow patrons to flow from the event area to the social district freely, so long as the event complies with the social district requirements (cups, labeling, etc.).

Recommendations

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

- **Saunders Street Parking Lot**

The concept of a social district implies an authorized congregation area. Staff recommend excluding any parking lot from the social district for the following reasons:

- An active parking lot should not be a congregation area.
- Communication/understanding regarding the boundary of the social district in the Saunders Street lot could be difficult due to required sign placement being in the far corners of the lot.
- Including the lot may tempt people to knowingly or unknowingly enter a vehicle with an alcoholic beverage.

Include or exclude Saunders Street parking lot in the social district?

- **Temporary Suspension of the Social District**

Once the social district concept and boundaries of the social district are established, it is not possible to temporarily suspend a certain area of the district, only the entire district can be suspended. Once established, the district is either entirely in effect/active or it is not. There is no mechanism to suspend only a portion of the social district, and should the Town try to exclude alcohol from a portion of the social district while the social district is active, there is no means to enforce the exclusion. The ordinance itself has the force of law.

Establish the social district, which will be in effect every day, regardless of other activity in the district?

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Steve Adams, Real Estate

Department(s): Transportation & Infrastructure Development

Requested Motion

Motion to approve the acquisition of property located at 8421 Humie Olive Road in Apex, North Carolina, for a purchase price of \$437,410.00, to authorize the Town Attorney and Town Manager to make minor modifications to the Offer to Purchase and Contract not affecting the cost or acreage, and authorize the Town Manager or their designee to execute the Offer to Purchase and Contract and execute any other associated legal documents related to this acquisition.

Approval Recommended?

Yes

Item Details

The Town of Apex has the opportunity to purchase 8421 Humie Olive Road. A 1.81-acre property with a single family dwelling adjacent to existing future park property on Olive Farm Road.

The Town has agreed to allow the seller to occupy the dwelling for 6 months after closing.

Attachments

- CN9-A1: Offer to Purchase and Contract - Property Acquisition 0 Tingen Road - Apex, North Carolina
- CN9-A2: Possession After Closing Agreement - 8421 Humie Olive Road -Apex, North Carolina
- CN9-A3: Map from Wake County iMaps



OFFER TO PURCHASE AND CONTRACT

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

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

(a) **"Seller":** Kenneth Roy Marks

(b) **"Buyer":** Town of Apex

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

Street Address: 8421 Humie Olive Road

City: Apex

Zip: 27502

County: Wake, North Carolina

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

Legal Description: (Complete *ALL* applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 0721-10-4045

Other description: Real Estate ID: 003553

Some or all of the Property may be described in Deed Book 15971 at Page 1052

(d) **"Purchase Price":**

\$ 437,410.00

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ n/a

\$ 437,410.00

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

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

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

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

BEING OF THE ESSENCE with regard to said date.

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

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

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

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

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

Buyer Initials _____ Seller Initials _____

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

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

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

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

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

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

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

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

(j) **“Due Diligence Period”**: The period beginning on the Effective Date and extending through 5:00 p.m. on sixty (60) days after the Effective Date ***TIME BEING OF THE ESSENCE*** with regard to said date.

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

Buyer Initials _____ Seller Initials _____

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

(l) **"Settlement Date":** The parties agree that Settlement will take place within _____sixty (60) days of the Effective Date_(the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

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

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

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

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

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

2. FIXTURES AND EXCLUSIONS:

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

_____.

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

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

(d) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs*

Buyer Initials _____ Seller Initials _____

(b) and (c): _____

Seller shall repair any damage caused by removal of any items excluded above.

***NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at closing:

(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(xi) **Environmental Site Assessment:** Inspection(s) of the environmental conditions of the Property, such as a Phase I Environmental Site Assessment, which may include, but is not limited to an evaluation of: soil conditions, water quality, and the health of vegetative matter on the Property.

(NOTE: Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.)

Buyer Initials _____ Seller Initials _____

(c) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.

(NOTE: See Paragraph 8(c), Access to Property/Walk-Through Inspection, and Paragraph 8(m), Negotiated Repairs/Improvements.)

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, *prior to the expiration of the Due Diligence Period*, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer ☐ does ☒ does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer ☐ does ☒ does not have to sell or lease other real property in order to qualify for a new loan or to complete the purchase.

(NOTE: This Contract is not conditioned upon the sale of Buyer's property unless a contingent sale addendum such as Standard Form 2A2-T is made a part of this Contract.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

Buyer Initials _____ Seller Initials _____

(d) **Residential Property and Owners' Association Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____
47E-2(a)(8)

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

- ☐ Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- ☐ Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST**: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____
47E-2(a)(8)

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

6. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal,
- (v) title search,
- (vi) title insurance,
- (vii) recording the deed, and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- ☒ has owned the Property for at least one year.
- ☐ has owned the Property for less than one year.

Buyer Initials _____ Seller Initials _____

q does not yet own the Property.

(b) Lead-Based Paint (*check if applicable*):

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) Assessments: To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

(d) Owners' Association(s) and Dues: Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

Owners' association website address, if any: _____.

☐ (specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____.

Owners' association website address, if any: _____.

8. SELLER OBLIGATIONS:

(a) Evidence of Title and Payoff Statement(s): Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) Authorization to Disclose Information: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property/Walk-Through Inspection: Seller shall provide reasonable access to the Property (including working,

Buyer Initials _____ Seller Initials _____

existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(NOTE: Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.)

(NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.)

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Town of Apex.

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

Buyer Initials _____ Seller Initials _____

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

- ☒ No home warranty is to be provided by Seller.
- ☐ Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Settlement.
- ☐ Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ and will pay for it at Settlement.

(NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.)

11. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

12. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

13. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

14. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- ☐ A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- ☒ A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- ☐ Possession is subject to rights of tenant(s) (NOTE: Consider attaching Additional Provisions Addendum (Form 2A-11-T) or Vacation Rental Addendum (Form 2A13-T))

15. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

Buyer Initials _____ Seller Initials _____

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Contingent Sale Addendum (Form 2A2-T)
- ☐ FHA/VA Financing Addendum (Form 2A4-T)
- ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ New Construction Addendum (Form 2A3-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)
- ☐ Vacation Rental Addendum (Form 2A13-T)

☐ Identify other attorney or party drafted addenda: _____

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

16. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

17. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

18. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

22. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

23. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer Initials _____ Seller Initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS[®], INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Entity Buyer:
Town of Apex
(Name of LLC/Corporation/Partnership/Trust/etc.)

Seller:
Kenneth Roy Marks

By: _____

By: _____

Name: Randal E. Vosburg

Kenneth Roy Marks

Title: Town Manager

Date: _____

Date: _____

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

Antwan Morrison, Finance Director

Buyer Initials _____ Seller Initials _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:
P. O. Box 250
Apex, NC 27502

Buyer Fax#: 919-249-3305

Buyer E-mail: Randy.Vosburg@apexnc.org

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: _____ ("Seller")

Buyer: _____ ("Buyer")

Property Address: _____ ("Property")

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$_____, receipt of which Seller hereby acknowledges.

Date _____

Seller: _____
(Signature)

Date _____

Seller: _____
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$_____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____

Firm: _____

By: _____
(Signature)

(Print name)

Buyer Initials _____ Seller Initials _____

Page 12 of 12

SELLER POSSESSION AFTER CLOSING AGREEMENT
THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT

WARNINGS TO BUYERS AND SELLERS:

- **THIS FORM MAY ONLY BE USED FOR SHORT-TERM OCCUPANCY.**
- **THIS FORM DOES NOT ADDRESS IMPORTANT ISSUES TYPICALLY ADDRESSED IN A RESIDENTIAL LEASE SUCH AS A SECURITY DEPOSIT. CONSIDERATION SHOULD BE GIVEN TO USING THE RESIDENTIAL RENTAL CONTRACT (FORM 410-T) OR OTHER RESIDENTIAL LEASE.**
- **YOU ARE ADVISED TO CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.**

Property: __PIN: 0721-10-4045; Address: 8421 Humie Olive Road Apex, NC 27502 _____

Seller: __Kenneth Roy Marks_____

Buyer: __Town of Apex_____

This Agreement is attached to and made a part of the Offer to Purchase and Contract ("Contract") between Seller and Buyer for the Property. For valuable consideration, the receipt and legal sufficiency of which are acknowledged, Seller and Buyer agree:

1. Term of Possession/Access by Buyer/Mean of Access. Seller may remain in possession of the Property for a period of 182 days after the Closing (insert a number of days) until 5 p.m. on the last day (the entire period including any extension agreed to by Buyer and Seller in writing is referred to as the "Term"). ***TIME IS OF THE ESSENCE*** with regard to the end of the Term.

Buyer shall not access the Property during the Term without Seller's written permission except in the case of an emergency. Seller shall provide Buyer with an entry key to the Property at Closing. Seller shall deliver all other means of access to the Property to Buyer at the conclusion of the Term.

2. Seller Acknowledgment of Property Condition and Obligation to Maintain Property. Seller acknowledges that all appliances, systems and equipment are in good working order except for the following (describe any appliances, systems and equipment that are not in working order at the time of this Agreement): _____

Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property other than any appliances, systems and equipment described above. Buyer shall not be obligated to maintain the Property after Closing while Seller remains in possession of the Property, subject to any obligation that may be imposed on Buyer by law.

Seller shall maintain the Property in its same condition as at Closing and shall make no changes in the Property, decorating or otherwise, without the written consent of Buyer. In the event that the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to restore the Property back to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to Buyer at Closing without limiting Seller's obligation to indemnify and hold Buyer harmless as set forth below.

3. Rent. Seller shall credit Buyer at Closing a non-refundable lump sum of \$ 0.00 _____ for the Term ("Rent").

4. Termination of Possession. Without a written extension signed by the Parties, Seller shall vacate the Property no later than the end of the Term. If Seller has not vacated the Property by that time, Seller shall continue to be bound by all of the terms and conditions of this Agreement, and Seller shall in addition pay Buyer a hold-over fee of \$ 100.00 per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates the Property or is evicted.

Page 1 of 3



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2A8-T
Revised 7/2022
© 7/2022

- Page 245 -

Buyer Initials _____ Seller Initials _____

5. **Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.

6. **Lawn Maintenance; Trash.** Seller shall be responsible for lawn maintenance and trash removal during the Term.

7. **Insurance on Seller's Property.** Seller shall procure and maintain throughout the Term a renter's insurance policy, and shall promptly provide Buyer evidence of such insurance upon Buyer's request. In addition to coverage for damage or loss to Seller's personal property in such amount as Seller may determine, the policy shall include adequate coverage for bodily injury and property damage for which Seller may be liable.

8. **Insurance on Buyer's Property.** As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.

9. **Seller's Indemnification.** Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

10. **Subletting; Assignment.** Seller shall not sublet the Property or assign this Agreement.

11. **Association Dues and Charges.** Buyer shall pay the owner's association dues and other like charges, if any, during the Term.

12. **Pets.** Check one: ☒ pets are allowed on the Property ☐ no pets are allowed on the Property.

13. **Eviction.** In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.

14. **Costs of Legal Proceedings.** The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL, EXCEPT THAT IN THE CASE OF SUCH A CONFLICT AS TO THE DESCRIPTION OF THE PROPERTY OR THE IDENTITY OF THE BUYER OR SELLER, THE CONTRACT SHALL CONTROL.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____

Date: _____

Buyer: _____

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer: _____

Entity Seller: _____

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____

Name: _____

Title : _____

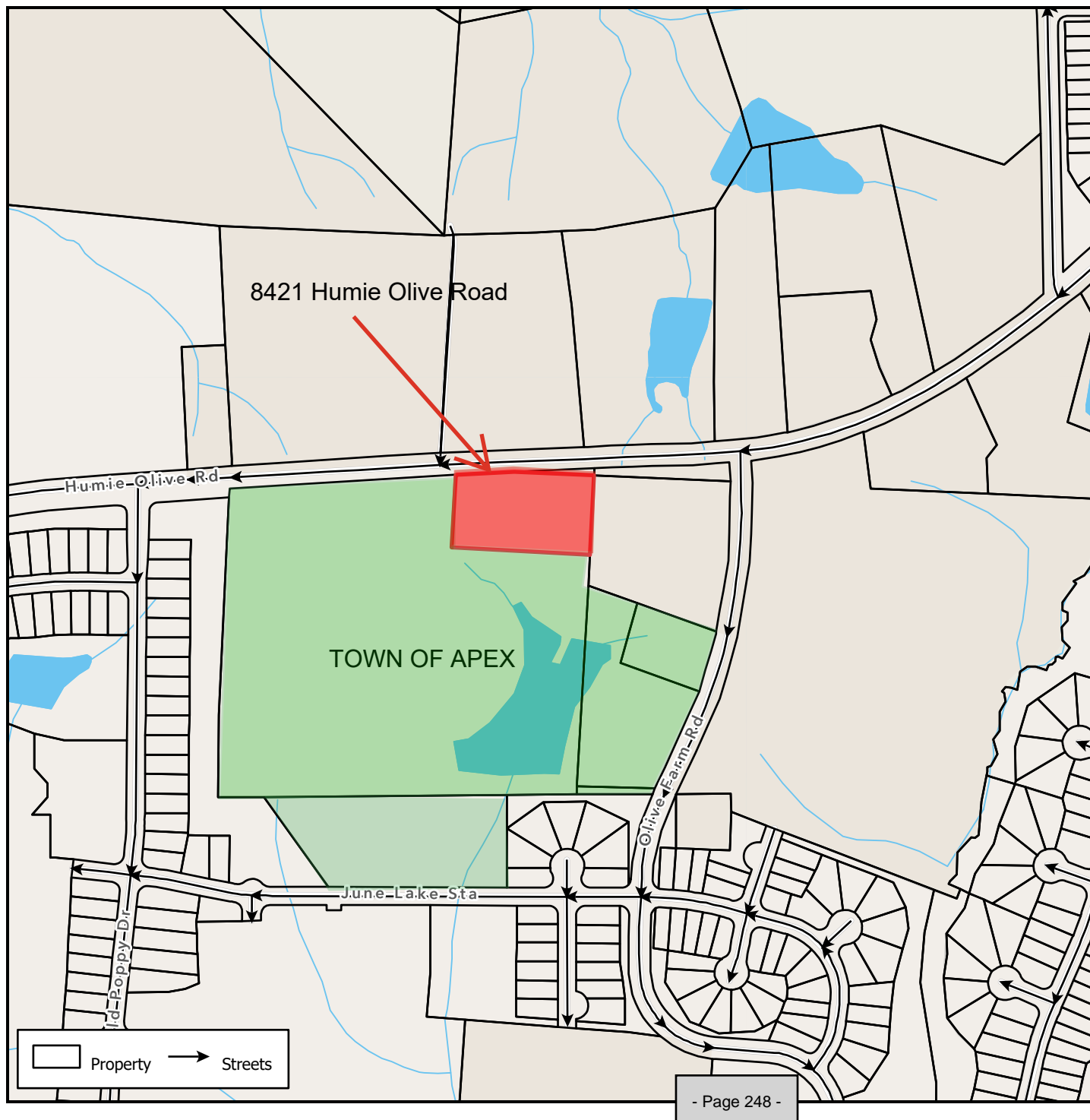
Title: _____

Date: _____

Date: _____

8421 HUMIE OLIVE RD

REID: 0003553
PIN: 0721104045
PIN Extension: 000
Land Value: \$231000
Building Value: \$183591
Total Value Assessed: \$414591
Deed Acres: 1.81
Total Sale Price: \$160000
Sale Date: 4/6/2015
Year Built: 1999
Heated Area: 1980
Type and Use: MOBILE
Design Style: MANUF MULTI
Planning Jurisdiction: WC
Township: Buckhorn
Owner: MARKS, KENNETH ROY
Mailing Address 1: 8421 HUMIE OLIVE RD
Mailing Address 2: APEX NC 27502-9626
Deed Book: 015971
Deed Page: 01052
Deed Date: 4/6/2015
Land Class: Residential Less Than 10 Acres
Map Name: 0721 03
Billing Class: Individual
Property Description: BEAVER CRK
Address: 8421 HUMIE OLIVE RD
Street Name: HUMIE OLIVE RD
Old Parcel Number: 691-00000-0013
Units: 1
Total Structures: 1
Total Units: 1
Other Building Value: \$52920
ZIP: 27502
TYPE_AND_USE: 72



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| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Motion to approve the Apex Tax Report dated April 10, 2025.

Approval Recommended?

Yes

Item Details

The Wake County Board of Commissioners, in regular session on May 5, 2025, approved and accepted the enclosed tax report for the Town of Apex, dated April 10, 2025 for the period of March 1, 2025 through March 31, 2025.

Attachments

- CN10-A1: Tax Report for March 2025





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

TEL 919 856 6180
FAX 919 856 5699

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

May 6, 2025

Mr. Allen Coleman
Town Clerk
Town of Apex
Post Office Box 250
Apex, North Carolina 27502

Dear Mr. Coleman:

The Wake County Board of Commissioners, in regular session on May 5, 2025, approved and accepted the enclosed tax report for the Town of Apex.

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

Sincerely,

A handwritten signature in cursive script that reads "Antoinette H. Womack".

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

Enclosure(s)

WAKE COUNTY TAX ADMINISTRATION

03/01/2025 - 03/31/2025

Rebate Detail Report

APEX

TIME

DATE

04/10/2025 1:08:31 PM

| REBATE NUM | PROPERTY | CITY TAG | LATE LIST | BILLED INTEREST | TOTAL REBATED | PROCESS DATE | ACCOUNT NUMBER | TAX YEAR | YEAR FOR | BILLING TYPE | OWNER |
|---|-----------|----------|-----------|-----------------|---------------|--------------|----------------|----------|----------|--------------------|-----------------------------------|
| BUSINESS ACCOUNTS | | | | | | | | | | | |
| 911928 | 21,354.15 | 0.00 | 2,135.41 | 0.00 | 23,489.56 | 3/5/2025 | 0006820311 | 2024 | 2024 | 000000 | TERRAHAWK, LLC |
| 912866 | 30.56 | 0.00 | 3.06 | 0.00 | 33.62 | 3/13/2025 | 0006793434 | 2024 | 2024 | 000000 | MAXX USED TIRES AND AUTO SVCS LLC |
| SUBTOTALS FOR BUSINESS ACCOUNTS | 21,384.71 | 0.00 | 2,138.47 | 0.00 | 23,523.18 | | 23,523.18 | | 2 | Properties Rebated | |
| BUSINESS REAL ESTATE ACCOUNTS | | | | | | | | | | | |
| 913031 | 1,788.51 | 0.00 | 0.00 | 0.00 | 1,788.51 | 3/14/2025 | 0000031295 | 2024 | 2024 | 003000 | DTA II LLC |
| 913073 | 1,273.67 | 0.00 | 0.00 | 0.00 | 1,273.67 | 3/14/2025 | 0000231181 | 2024 | 2024 | 000000 | ROC CONSTRUCTION INC |
| 913031 | 1,788.51 | 0.00 | 0.00 | 0.00 | 1,788.51 | 3/14/2025 | 0000031295 | 2024 | 2024 | 000000 | DTA II LLC |
| 913020 | 5,648.39 | 0.00 | 0.00 | 0.00 | 5,648.39 | 3/14/2025 | 0000132346 | 2024 | 2024 | 000000 | MARCO DRIVE HOTELS LLC |
| 911546 | 24,784.09 | 0.00 | 0.00 | 0.00 | 24,784.09 | 3/3/2025 | 0000092141 | 2024 | 2024 | 000000 | RESERVE AT MILLS FARM I LLC |
| 911520 | 6,501.59 | 0.00 | 0.00 | 0.00 | 6,501.59 | 3/3/2025 | 0000062665 | 2024 | 2024 | 000000 | NORTH CAROLINA STATE OF |
| 914882 | 5,529.14 | 0.00 | 0.00 | 0.00 | 5,529.14 | 3/31/2025 | 0000128497 | 2024 | 2024 | 000000 | PEAKWAY MARKET LLC |
| 914866 | 6,942.79 | 0.00 | 0.00 | 0.00 | 6,942.79 | 3/31/2025 | 0000193961 | 2024 | 2024 | 000000 | RHYAL APEX INC |
| 914053 | 2,821.39 | 0.00 | 0.00 | 0.00 | 2,821.39 | 3/24/2025 | 0000220687 | 2024 | 2024 | 000000 | TRIANGLE LODGING LLC |
| 914044 | 5,822.86 | 0.00 | 0.00 | 0.00 | 5,822.86 | 3/24/2025 | 0000039374 | 2024 | 2024 | 000000 | SALISBURY PARTNERS, LLC |
| SUBTOTALS FOR BUSINESS REAL ESTATE ACCOUNTS | 62,900.94 | 0.00 | 0.00 | 0.00 | 62,900.94 | | 62,900.94 | | 10 | Properties Rebated | |

INDIVIDUAL PROPERTY ACCOUNTS

| | | | | | | | | | | | |
|--------|--------|-------|------|------|--------|-----------|------------|------|------|--------|--------------------------|
| 914677 | 45.32 | 0.00 | 4.53 | 0.00 | 49.85 | 3/28/2025 | 0006985630 | 2024 | 2024 | 000000 | BIG GRIZZLY HAULING LLC |
| 913852 | 3.40 | 0.00 | 0.34 | 0.00 | 3.74 | 3/28/2025 | 0006766804 | 2024 | 2024 | 000000 | REED, RYAN DUANE |
| 914217 | 3.88 | 0.00 | 0.39 | 0.00 | 4.27 | 3/28/2025 | 0006926164 | 2024 | 2024 | 000000 | PAYNE, JEFFREY TODD |
| 913538 | 105.09 | 30.00 | 0.00 | 0.00 | 135.09 | 3/19/2025 | 0007011131 | 2024 | 2023 | 000000 | MONDOLINO, JENNIFER LYNN |
| 913228 | 241.74 | 30.00 | 0.00 | 0.00 | 271.74 | 3/17/2025 | 0007050070 | 2025 | 2024 | 000000 | SINGH, DEEPA |
| 913014 | 53.88 | 30.00 | 0.00 | 0.00 | 83.88 | 3/14/2025 | 0007048681 | 2025 | 2024 | 000000 | BAMBROUGH, JAMES MICHAEL |
| 913015 | 82.88 | 30.00 | 0.00 | 0.00 | 112.88 | 3/14/2025 | 0007048670 | 2025 | 2024 | 000000 | BAMBROUGH, MARY JANE |

SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS **536.19** **120.00** **5.26** **0.00** **661.45** **661.45** **7 Properties Rebated**

INDIVIDUAL REAL ESTATE ACCOUNT

| | | | | | | | | | | | |
|--------|--------|------|------|------|--------|-----------|------------|------|------|--------|---------------------------|
| 913061 | 592.37 | 0.00 | 0.00 | 0.00 | 592.37 | 3/14/2025 | 0000013672 | 2024 | 2024 | 000000 | ANDERSON, BETTIE J |
| 911701 | 601.52 | 0.00 | 0.00 | 0.00 | 601.52 | 3/4/2025 | 0000018752 | 2024 | 2024 | 000000 | DOVE, ARTHUR E |
| 911759 | 904.37 | 0.00 | 0.00 | 0.00 | 904.37 | 3/4/2025 | 0000060122 | 2024 | 2024 | 000000 | BECK, LOUISE S |
| 914896 | 175.37 | 0.00 | 0.00 | 0.00 | 175.37 | 3/31/2025 | 0000044481 | 2024 | 2024 | 000000 | BARNES, JOHN MARSHALL III |

SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS **2,273.63** **0.00** **0.00** **0.00** **2,273.63** **2,273.63** **4 Properties Rebated**

WILDLIFE BOAT ACCOUNTS

| | | | | | | | | | | | |
|--------|-------|------|------|------|-------|-----------|------------|------|------|--------|---------------------|
| 914213 | 40.34 | 0.00 | 4.03 | 0.00 | 44.37 | 3/28/2025 | 0004206529 | 2024 | 2024 | 000000 | PAYNE, JEFFREY TODD |
|--------|-------|------|------|------|-------|-----------|------------|------|------|--------|---------------------|

SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS **40.34** **0.00** **4.03** **0.00** **44.37** **44.37** **1 Properties Rebated**

TOTAL REBATED FORAPEX **87,135.81** **120.00** **2,147.76** **0.00** **89,403.57** **89,403.57** **24 Properties Rebated for City**

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Councilmember Terry Mahaffey, Sponsor
Barbara Conroy Co-Founder and President of Apex Public School Foundation

Department(s): Governing Body
Apex Public School Foundation

Requested Motion

Presentation of the Peak S.T.A.R. Award for the 3rd Quarter of the 2024-2025 School Year.

Approval Recommended?

N/A

Item Details

The Apex Town Council is pleased to work in partnership with the Apex Public School Foundation (APSF) to present the Peak S.T.A.R. Award to a deserving Apex school staff member, teacher, or someone in school administration. This award will be presented quarterly by the Apex Town Council and the APSF.

Attachments

- N/A





"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

Asian American, Native Hawaiian, and Pacific Islander Heritage Month 2025

from the Office of the Mayor

WHEREAS, The month of May offers a meaningful opportunity to celebrate the diverse cultures, histories, and contributions of Asian American, Native Hawaiian, and Pacific Islander (AANHPI) communities across the nation; and,

WHEREAS, Individuals of AANHPI descent represent a wide range of identities and experiences rooted in the Asian continent and the Pacific Islands – bringing with them rich cultural traditions, languages, and values; and,

WHEREAS, AANHPI communities have played a vital role in shaping our nation's story, contributing to advancements in education, science, business, health care, public service, and the arts, often in the face of historical and ongoing challenges; and,

WHEREAS, The Town of Apex recognizes and celebrates the AANHPI residents who contribute every day to the strength and growth of our community – adding to its character through civic engagement, cultural heritage, and leadership; and,

WHEREAS, The Town of Apex is proud to present a special Learning Lunch on May 21st in celebration of Asian American, Native Hawaiian, and Pacific Islander Heritage Month, which will highlight the significant contributions of these communities throughout history, explore cultural traditions, and more.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of the Town of Apex, North Carolina, do hereby proclaim the Month of May, 2025, "Asian American, Native Hawaiian, and Pacific Islander Month 2025" in the Town of Apex, and extend my appreciation to these communities for all of their wonderful contributions to the Town of Apex.

I hereby set my hand and have caused the Seal of the Town of Apex,
North Carolina, to be affixed this the 13th day of May 2025

Jacques Gilbert, Mayor



"The Peak of Good Living"

TOWN OF APEX NORTH CAROLINA

Proclamation

National Police Week and Peace Officer's Memorial Day 2025

from the Office of the Mayor

WHEREAS, In 1962, President John F. Kennedy designated May 15th of each year as "Peace Officers' Memorial Day", and the week in which it falls as "National Police Week"; and,

WHEREAS, The Town of Apex is served incredibly well by its dedicated force of Officers whose professionalism, selflessness, and bravery ensure the safety and security of our town; and,

WHEREAS, Our Police Officers do many things to support the community, such as responding to emergencies, patrolling streets, serving as School Resource Officers, participating in education and outreach events, and much more; and,

WHEREAS, Police Officers risk their health, safety, and lives through their service, and Peace Officers Memorial Day pays tribute to the officers who have paid the ultimate sacrifice and died in the line of duty; and,

WHEREAS, The Town of Apex extends our gratitude to our entire Police Force, and our respects to the heroes that have fallen in the performance of their duties and their families.

NOW, THEREFORE, I, Jacques K. Gilbert, Mayor of Apex, North Carolina, do hereby proclaim the week of May 11th-May 17th, 2025, "National Police Week", and further proclaim May 15th, 2025, "Peace Officer's Memorial Day" in the Town of Apex, and invite residents to join me in extending appreciation for our Police Officers and the sacrifices they make each and every day.

I hereby set my hand and have caused the Seal of the Town of Apex, North Carolina, to be affixed this the 13th day of May 2025

Jacques Gilbert, Mayor

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Berry Dunn McNeil and Parker LLC, Project Manager

Department(s): Finance

Requested Motion

Receive as information an update on the Town's Utility Billing Third Party review project.

Approval Recommended?

N/A

Item Details

On July 2, the town experienced a cyber incident which impacted many of the town's systems. In November 2024, the town contracted with an independent firm to conduct a review of the Town's utility billing accounts and billing for the months immediately following the cyber incident. The report tonight provides a preliminary overview of those results.

Attachments

- PR5-A1: PowerPoint Presentation (**to be provided at the meeting**)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PRESENTATION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Benjamin Howell, AICP, Wake Transit Program Manager
Katie Schwing, Senior Planner - Long Range Transit
Department(s): Capital Area Metropolitan Planning Organization (CAMPO)
Planning Department

Requested Motion

Receive information regarding the Draft Ten-Year Investment Strategy and Phase III Public Engagement effort for the Wake Transit Plan Update, led by CAMPO.

Approval Recommended?

N/A

Item Details

The Wake Transit Plan (WTP) serves as the county-wide transit investment strategy by guiding how funding from a half-cent sales tax and other sources will be spent on services and projects that are shaping our transit future. Every four years, the Wake Transit Plan is updated to confirm the region's ten-year transit vision. The 2026-2035 plan update is currently underway. CAMPO staff previously updated Town Council in February 2025 on the planning efforts to-date as well as the Phase II public engagement period. In this presentation, CAMPO staff will present the Draft Investment Strategy for the 2026-2035 WTP Update and will provide a brief overview of the Phase III public engagement period which will run from May 1st through May 30th, 2025.

This is the last major outreach effort for the WTP Update, which is expected to go before the CAMPO Executive Board and GoTriangle Board of Directors for approval this coming fall, 2025.

Attachments

- PR6-A1: Wake Transit Plan Update Phase III PowerPoint Presentation
- PR6-A2: Wake Transit Plan Update Executive Summary document







Agenda

- 1 Development Process
- 2 Draft 10-Year Investment Strategy
- 3 Next Steps

Development Process



1

WTP Update – Engagement Approach

Phase 1 (Spring 2024)

Choices, Trade-Offs and Priorities

- Online survey that let people “Design Your Own Transit System”
- Budget that could spent on different transit projects and programs

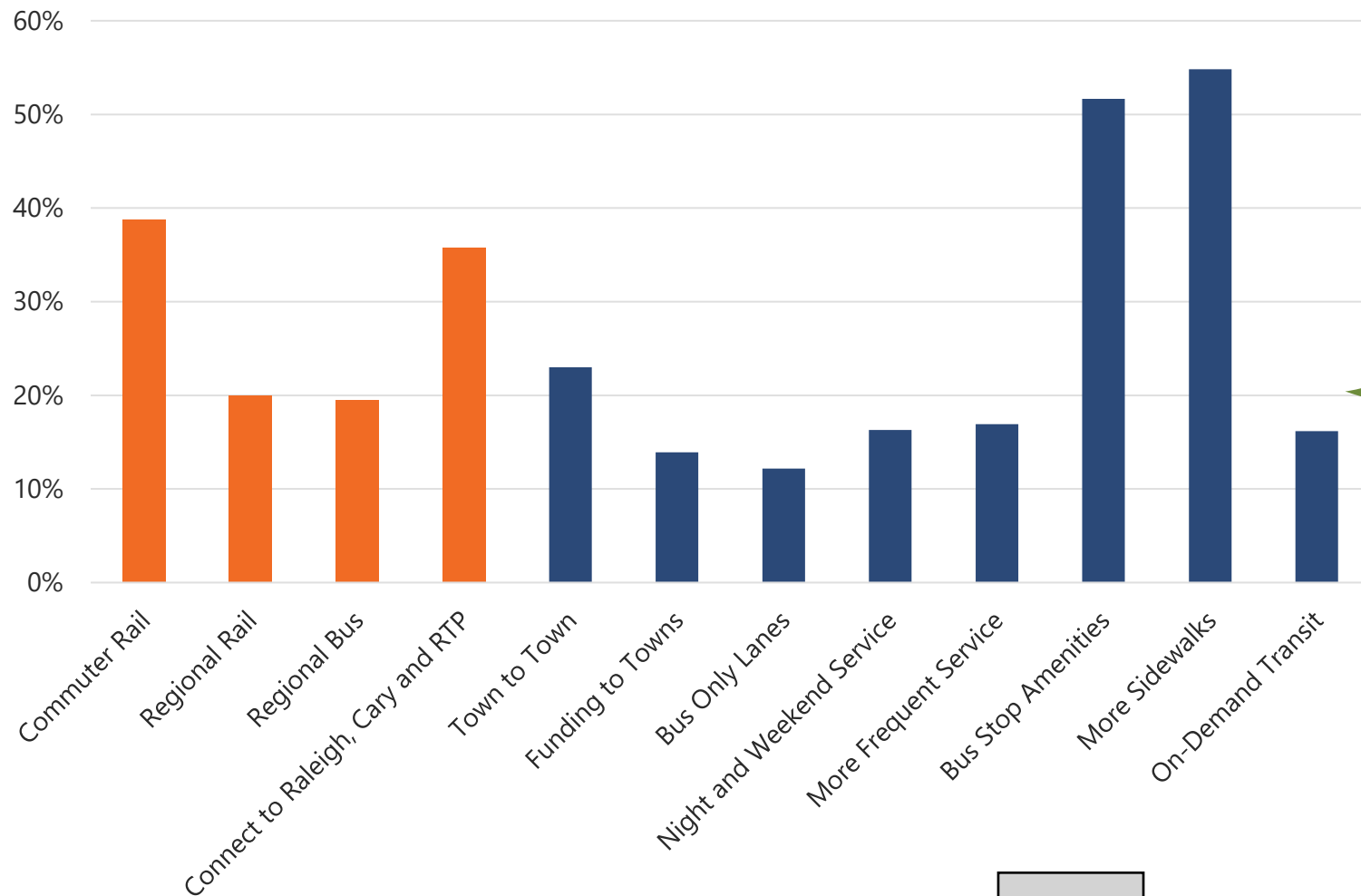
Phase 2 (Winter 2024/2025)

Focus on Three Questions

1. Confirm that we are postponing Commuter Rail to invest in Regional Rail, at least for the time being.
2. Develop BRT between Raleigh and Durham to meet regional needs
3. Serve more people or serve more places

*Both phases provide insights into **preferences and priorities***

Phase 1 Survey Says.....

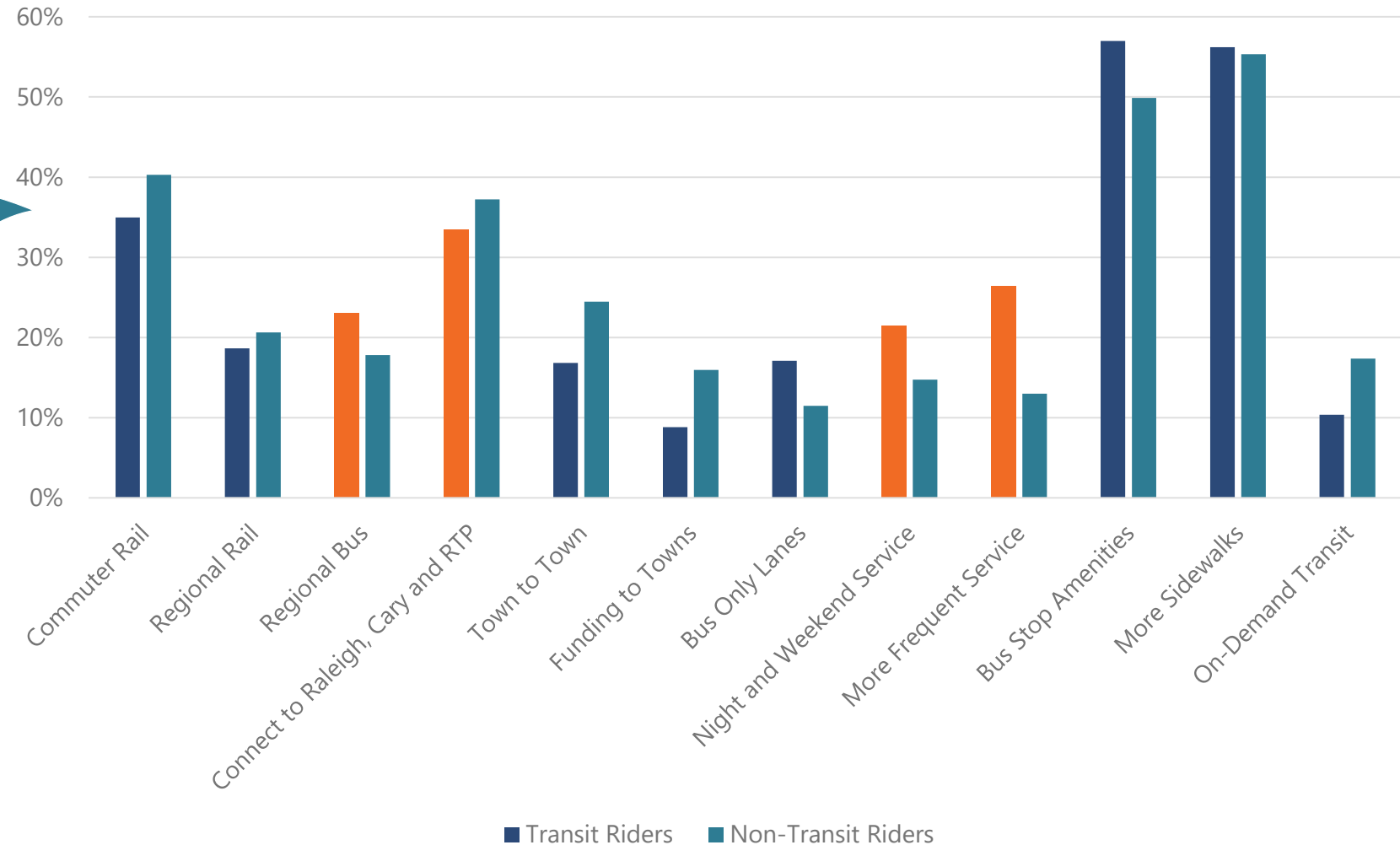


1. Regional connections are important.... regardless of mode.

2. Rail projects, especially Commuter Rail, continue to be prioritized.

In Phase 1 Transit Riders Say.....

1. They want better bus service (more frequency and longer hours).
2. Are less interested in Commuter Rail
3. Also care about regional service.



Phase 2 Approach and Activities

- **Online Survey**
 - 3 questions plus demographics
- **24 Pop-up Outreach Events**
 - 5 Local Partner Presentations
- **Advertisements:**
 - Social Media
 - Qué Pasa Media
 - Rider App Push
- **4 Focus Groups Meetings:**
 - Mobility/Human Service Providers
 - ADA
 - Educational Institutions
 - Transit Riders
- **Stakeholder Outreach and Leveraged Engagement**

WAKE TRANSIT PLAN UPDATE

¡NECESITAMOS TU OPINIÓN!

Actualización sobre el Progreso del Plan de Tránsito 2035 de Wake

El Plan de Tránsito 2035 de Wake detalla una estrategia de 10 años para invertir cerca de mil millones de dólares en mejorar y expandir el transporte público en el condado de Wake. Visita esta página para obtener más información y compartir tus comentarios.

La primavera y el verano pasados (2024), recibimos opiniones de más de 2,000 personas. Tus ideas ahora se reflejan en la Fase 2.

SCAN ME

Actualización sobre el Progreso del Plan de Tránsito 2035 de Wake

El Plan de Tránsito 2035 de Wake describe la estrategia de inversión en transporte público a diez años para el condado de Wake. Este plan guiará cómo invertiremos cerca de mil millones de dólares para mejorar y expandir nuestro sistema de transporte, haciendo que sea más fácil para las personas del condado de Wake utilizar el transporte público. En esta página web puedes obtener más información sobre el proceso de planificación y compartir tus ideas y opiniones.

Recibimos comentarios la primavera y el verano pasados (2024) y escuchamos a más de 2,000 personas. Tus ideas se reflejan en la información que estamos compartiendo ahora en la Fase 2.

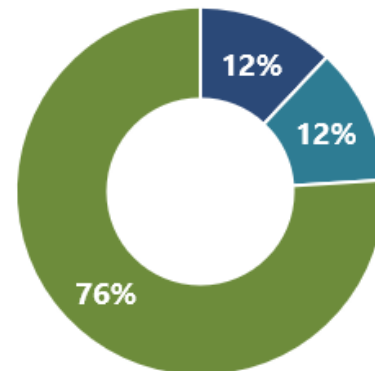
Ayude a diseñar nuestro futuro en transporte público.
Responda nuestra encuesta escaneando este código QR:

Invest in Regional Rail

- Typically understood the funding constraints of building new rail
- Excited to learn about S-Line
- Supportive of enhancing existing service but concerned about access and reliability

Question 1: Expanding Our Existing Rail Service is a Good Way of Investing in Rail in Wake County?

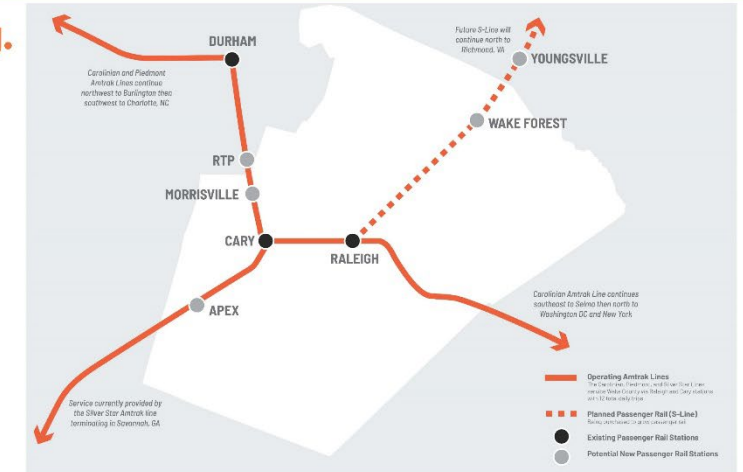
■ Disagree ■ Unsure ■ Agree



You told us you would like rail service in Wake County.

Here's what's happening.

- Amtrak is and will continue to operate passenger rail service in Wake County. These trains provide regional connections with stops in Durham, Cary, and Raleigh.
- There are a lot of rail projects planned in Wake County, including plans to purchase and/or upgrade tracks between:
 - Raleigh and Wake Forest.
 - Raleigh, Cary and RTP.
- The Wake Transit Plan could help improve the existing services or help new projects happen sooner by:
 - Providing funding for additional trains in Wake County.
 - Improving train infrastructure (tracks, stations, etc.).



What do you think? Is this a good way of building rail service in Wake County?

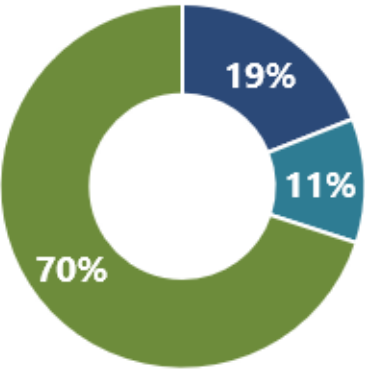


Connect Raleigh and Durham with BRT

- 70% agreed that BRT between Raleigh and Durham is a good idea.
- More education/information about BRT is needed.
- Some concerns that BRT won't solve Raleigh – Durham problem.

Question 2: BRT Will be a Good Way to Connect Raleigh and Durham

Disagree Unsure Agree

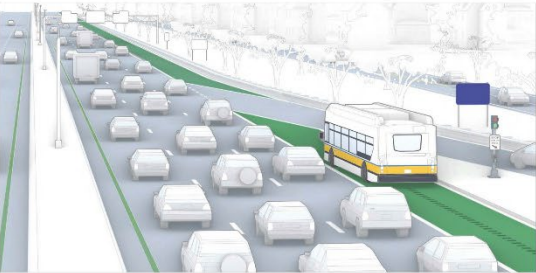


You told us you want fast, reliable connections between Raleigh and Durham.



Here's what we can do.

- The region could build Bus Rapid Transit (BRT) along I-40 to provide fast, frequent, reliable connections between Raleigh and Durham. This service could include:
 - Buses every 15 minutes all day, every day.
 - Widening and improving highway shoulders so buses can travel faster for the full way between Raleigh and Durham.
 - Making it easier and faster for buses to get on and off I-40.
 - Building new transfer points, including an Airport transit hub close to the on/off ramp.



| | Time to Get Started | Estimated Travel Time (One-way peak period Raleigh to Durham) | Weekday Service | Weekend Service |
|---------------------|-----------------------------------|--|--|------------------|
| Express Bus Service | Expansion starts in 2026 and 2027 | 60-70 minutes | 15 minutes peak 30 minutes evenings | Every 15 minutes |
| BRT on I-40 | 5-10 years | 50-60 minutes | 30 minutes daytime 60 minutes evening | Every 20 minutes |

How often do you travel between Raleigh and Durham?

| | | | |
|-----------|-------------------|-------------------|-----------------|
| Every day | Once a week or so | Every month or so | Rarely or Never |
| | | | |

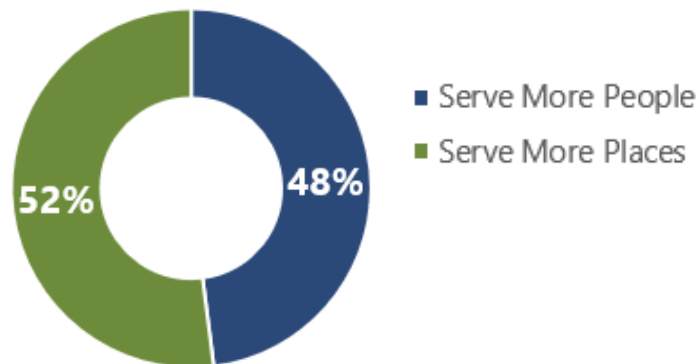
Do you think BRT will be a good way to connect Raleigh and Durham?

| | | |
|---|---|---|
| 😊 | 😐 | 😞 |
| | | |

Serve More People or More Places

- Not everyone liked the trade-off, and preference is to do both
- Desire to expand regional access without transfer in Raleigh
- Existing bus riders were more interested in serving people first.

Question 3: Which Approach Do You Think We Should Do First, Serve More People or More Places?



Here's what we can do.



Different Ways of Building a Transit Network

What should we do first?

OPTION 1

Expand bus service in Cary and Raleigh, so buses come more often and are available for longer hours and more days.

This option would serve more **people**.

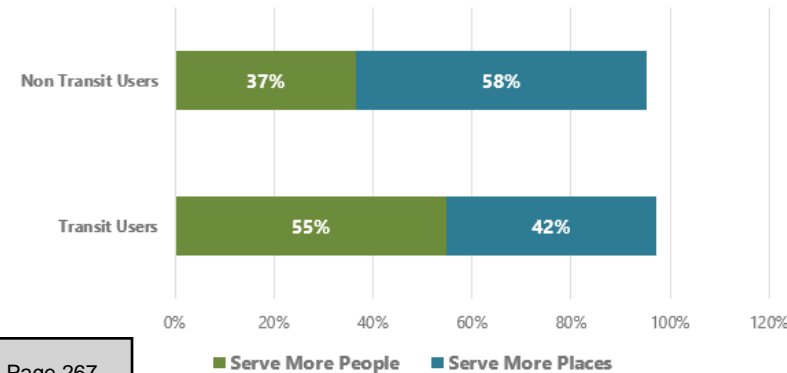
OPTION 2

Create new bus routes and build new projects like mobility hubs to connect Wake County towns with Cary, Raleigh and other regional destinations.

This option would serve more **places**.



Which Approach Should We Invest in First?

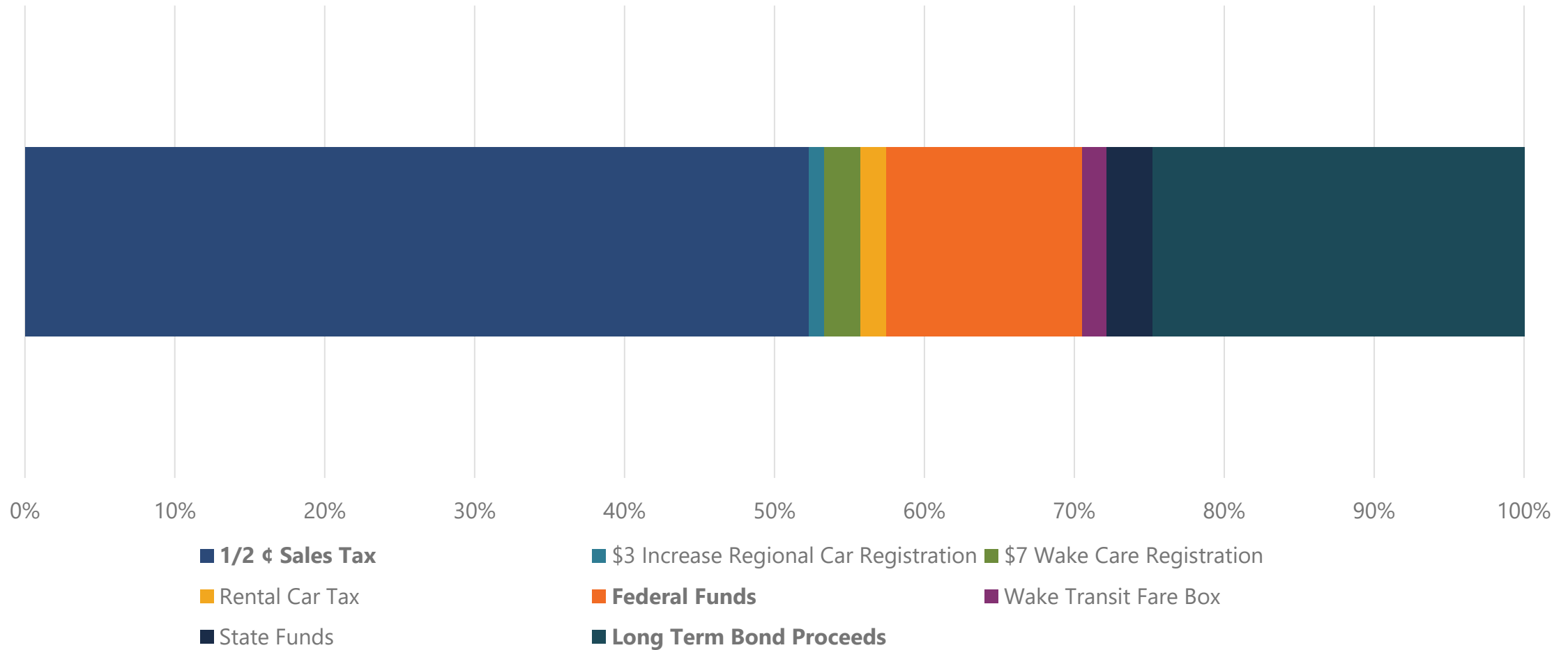


DRAFT **10-Year Investment Strategy**



2

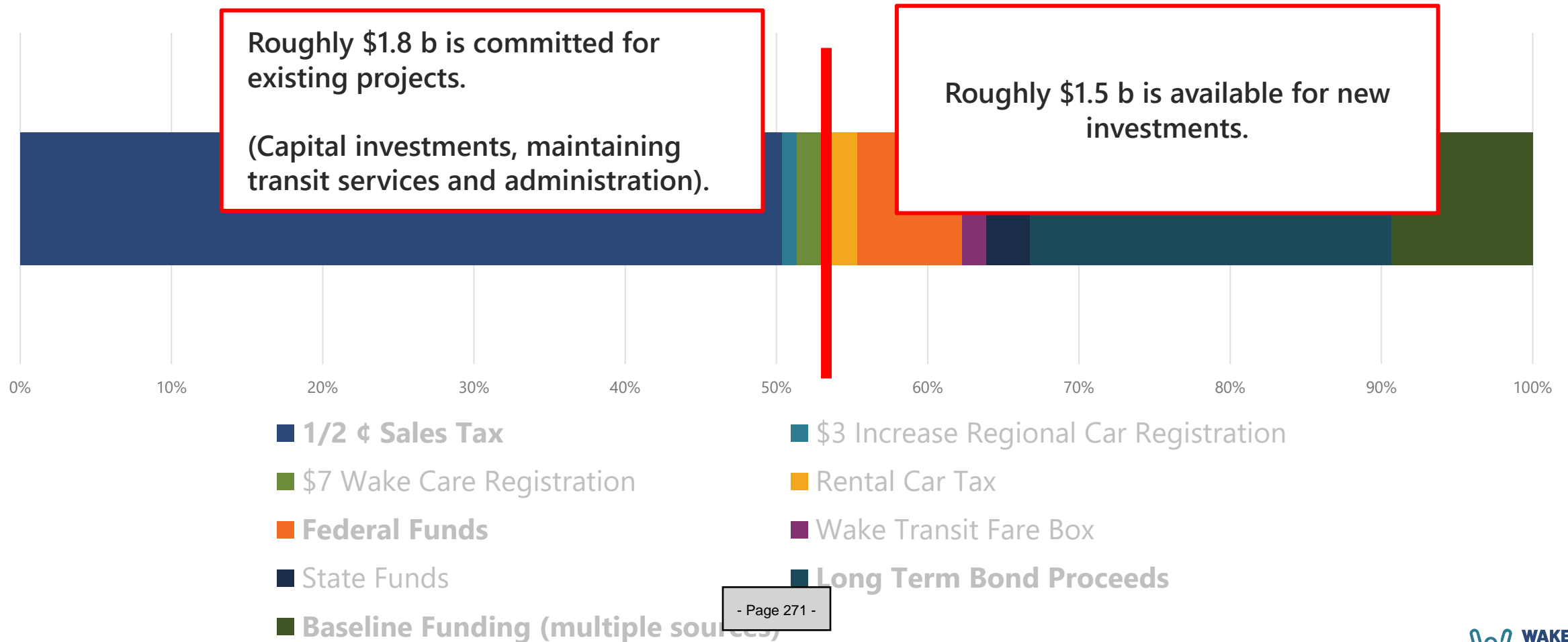
Projected Revenue FY26 - FY35 = \$3.3 billion



10-Year Revenue – Overview

- **FY26–FY35 Revenue estimated at \$3.3b**
- **90% of funds are from three sources:**
 1. Sales Tax - 52%
 2. Long Term Bond Proceeds - 25%
 3. Federal funds (multiple sources) - 13%
- **Remaining 10% of funding equals \$330m (still a lot of funding)**
- **Potential challenges with funding assumptions ~ \$112m**
 - Vehicle Rental Tax revenue = \$58m
 - Wake Transit Fare Box revenue = \$54m

Roughly half of estimated revenue has been programmed.



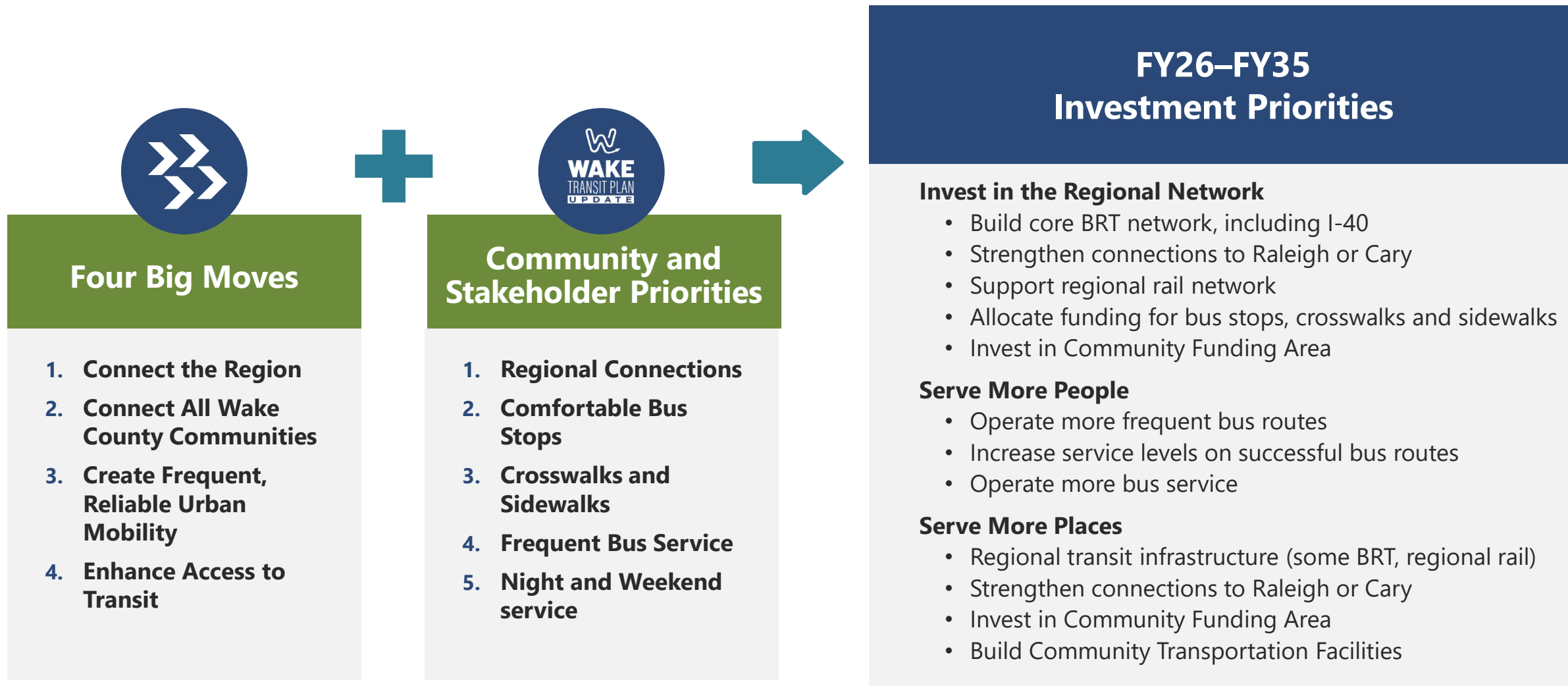
Developing the Investment Strategy

1. **Identify Transit Priorities** (community, stakeholders, Wake Transit Plan team)
2. **Use Priorities to Select Projects, Programs and Services**
3. **Estimate Costs and Confirm Revenues**
 - Align revenues and spending and adhere to agreed financial management guidelines
4. **Draft 2035 Investment Strategy**
 - Share projects, programs and services (lists and maps)
 - Investment strategy type of investment (spending breakdown)
5. **Outcomes and Expected Results**

Wake Transit Plan Investment Strategy

- **Proposed Investment strategy = \$3.3 billion (includes debt funding)**
- **Estimated revenues = \$3.3 billion (with VRT and Fares)**

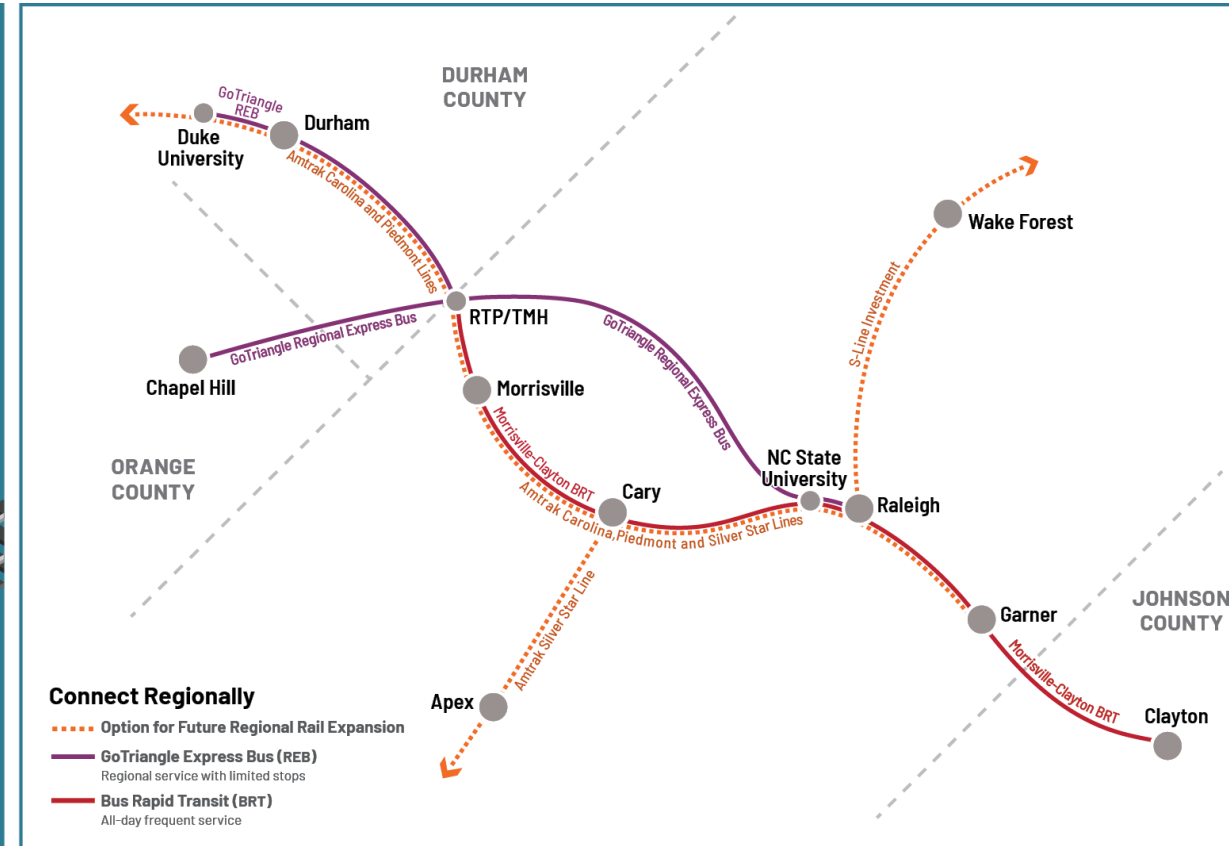
Wake Transit Plan Priorities



Connect the Region

Wake Transit will continue to invest in projects and services that make it easy to travel regionally.

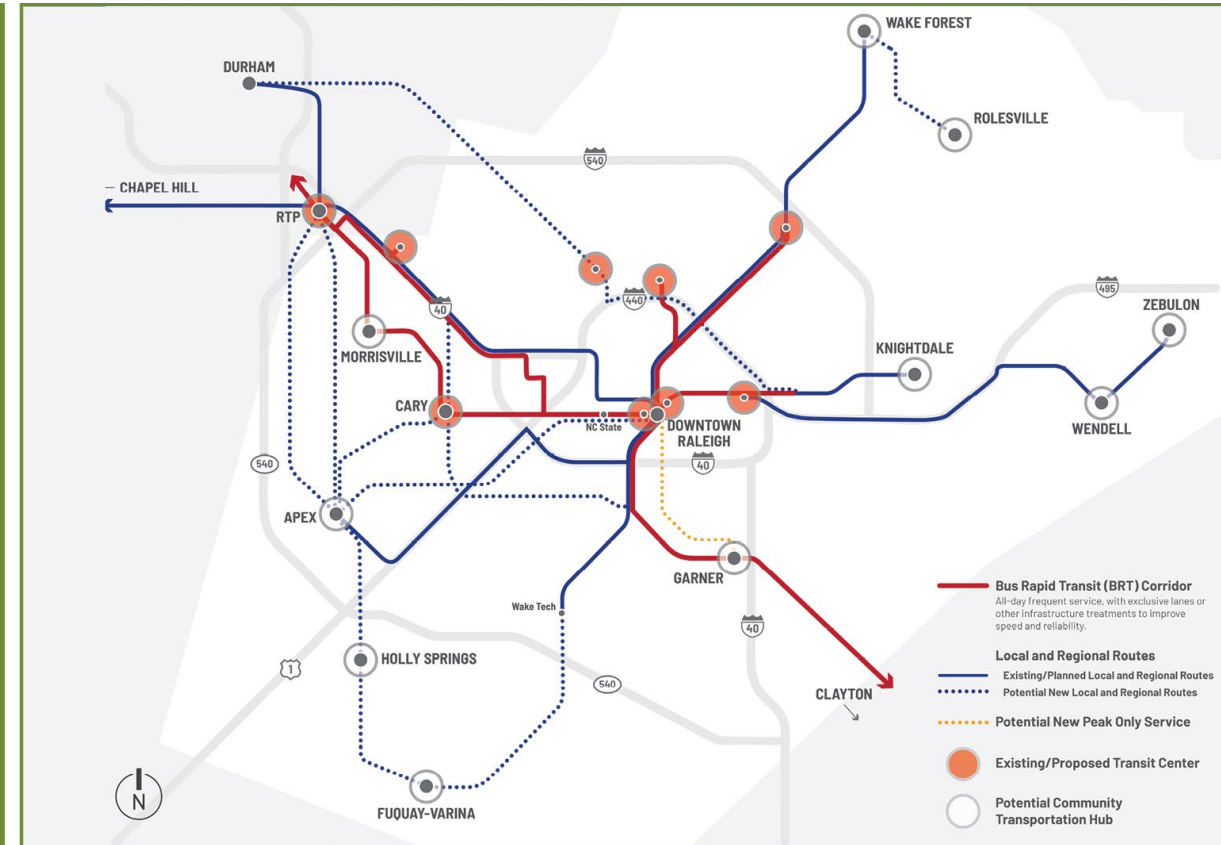
- Investing in the region's rail network by building new stations, improving track and adding train service.
- Building regional BRT services with new connections from Cary to RTP and Garner to Clayton.
- Planning and building a new BRT service on I-40 that will connect Raleigh with RTP.



Connect All Communities

Wake Transit will improve existing connections between and to Wake County communities.

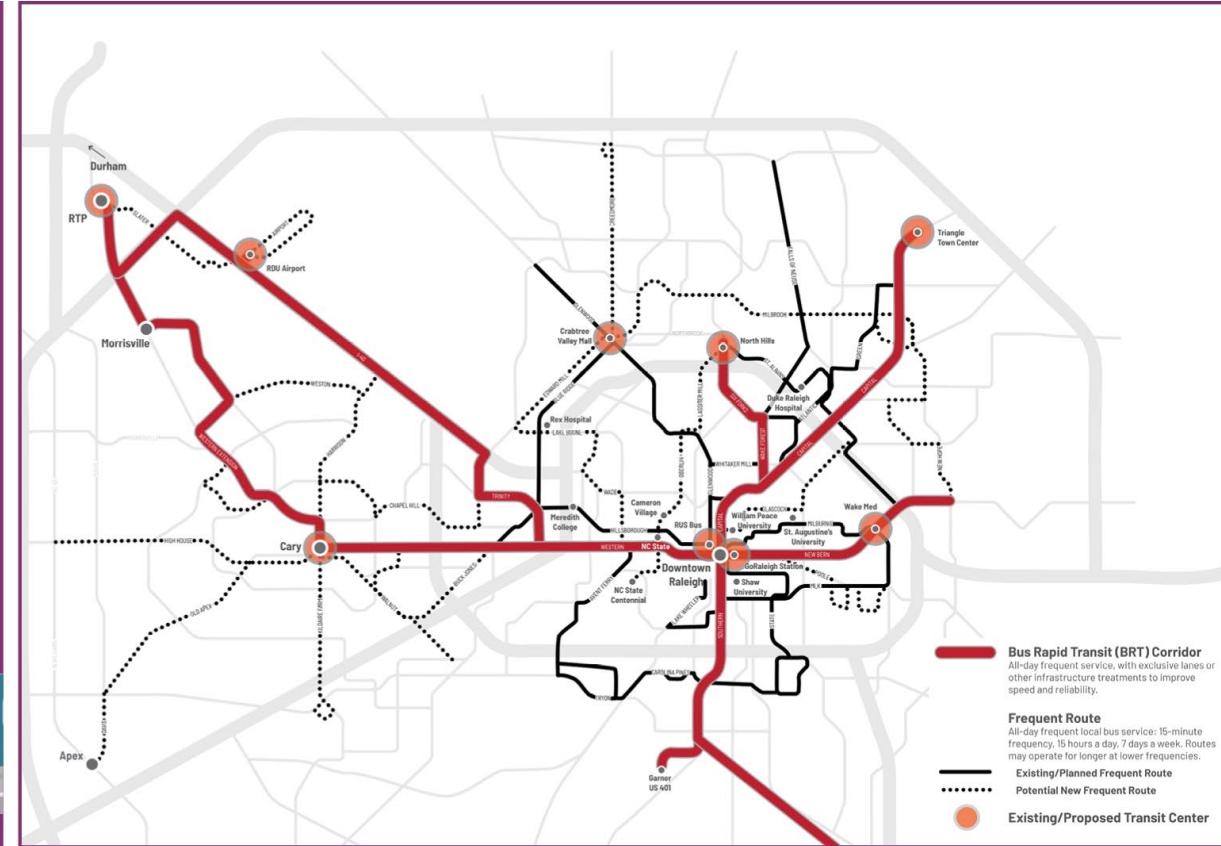
- Expanding local and regional bus services so there is service available all day, every day.
- Connecting every town with Cary, Raleigh and/or RTP.
- Expanding local bus routes so towns are connected to each other.
- Building at least five new community transportation hubs.



Frequent and Reliable Urban Mobility

Wake Transit will continue to build and expand the amount of frequent service in Wake County.

- Expanding the frequent bus network by offering more frequent service in the evening and on weekends.
- Adding new frequent bus routes.



Enhance Access to Transit



Wake Transit will continue to make it safer, easier and more comfortable to use transit.

- Increasing funding for bus stop improvements, sidewalks and crosswalks.
- Doubling funding for the Community Funding Area program to make it easier for Wake County towns to invest in local projects and services.

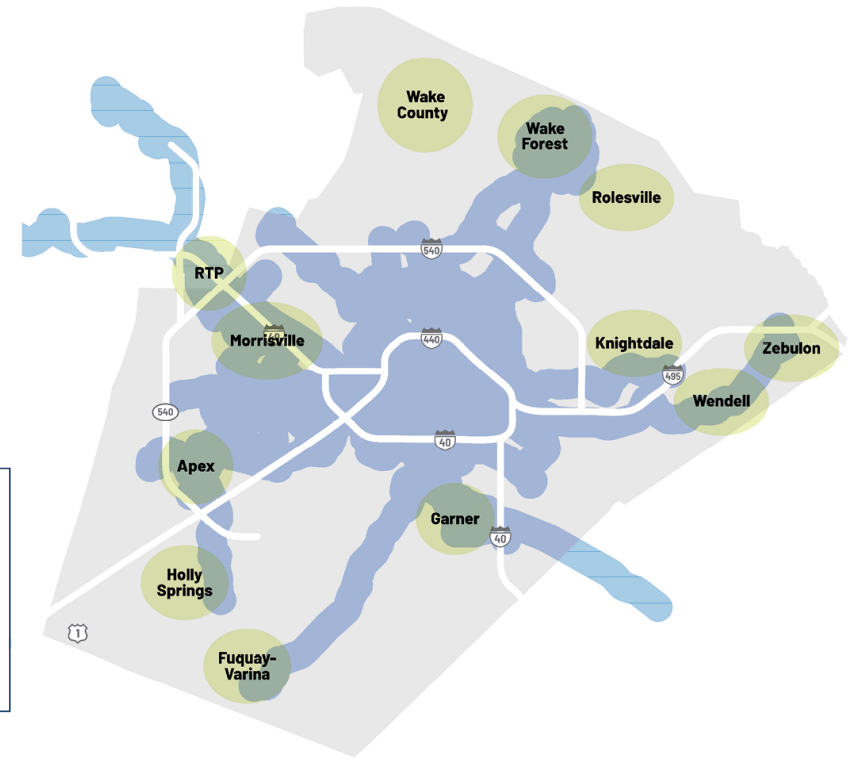


Areas Accessible to Fixed-Route Transit
Shaded areas are within $\frac{3}{4}$ of a mile of fixed-route bus service, including regional express routes and town-to-town routes by 2035.

Community Funding Area Eligible Areas

Community Funding Area Program

Program is designed to support communities in Wake County and develop transit projects that meet local needs. The CFA program is funded with \$40m over the 10-year period and can be used for transit services, capital projects, or planning.



Invest in the Regional Network



Rail Ready Projects

- **Available in annual increments (funding rolls over)**
- **Regional Rail Implementation Plan will be completed in June 2025**
- **Potential investments may include**
 - Stations
 - Track Improvements
 - Increased Rail Service
 - *Additional study may be needed*



Implement and Expand BRT Network

- **Core Network** (New Bern, Western, Southern and Northern with 2 endpoints)
- **BRT Extensions** (Cary to RTP and Garner to Clayton)
- **BRT Development** (I-40 Raleigh to TMH)
- **BRT Next Gen** (study 5 to 6 corridors)

Serve More People



Expand Frequent Bus Service

- **Increase hours and days of operation for existing bus services**
 - Frequent and Local Routes
- **Add at least one New Frequent Route each year**



Support Bus Service Investments

- **5% Contingency for Unanticipated projects**
- **15% for ADA**
- **+40 Expansion Vehicles and Ongoing Replacement Vehicles**
- **\$3m/year Bus Stops, Sidewalks and Crosswalks**
- **10 Connection Points where frequent routes intersect (\$750k per)**
- **Maintenance Facility Study**

Serve More Places



More Community Connections

- **Increase hours/days of existing regional bus routes**
- **Add New Regional Routes (including some of the following)**
 1. Apex to RTP/TMH via Davis Drive
 2. Apex to Raleigh Express
 3. Triangle Town Center to Durham via Briar Creek and TMH
 4. Fuquay-Varina, Holly Springs, Apex to RTP/TMH
 5. Southern Connector: Tryon Road
 6. Knightdale to Crabtree
- **New Town-to-Town Route**
 - Rolesville to Wake Forest
- **New Commuter Route to Amazon Facility in Garner**

- Page 281 -

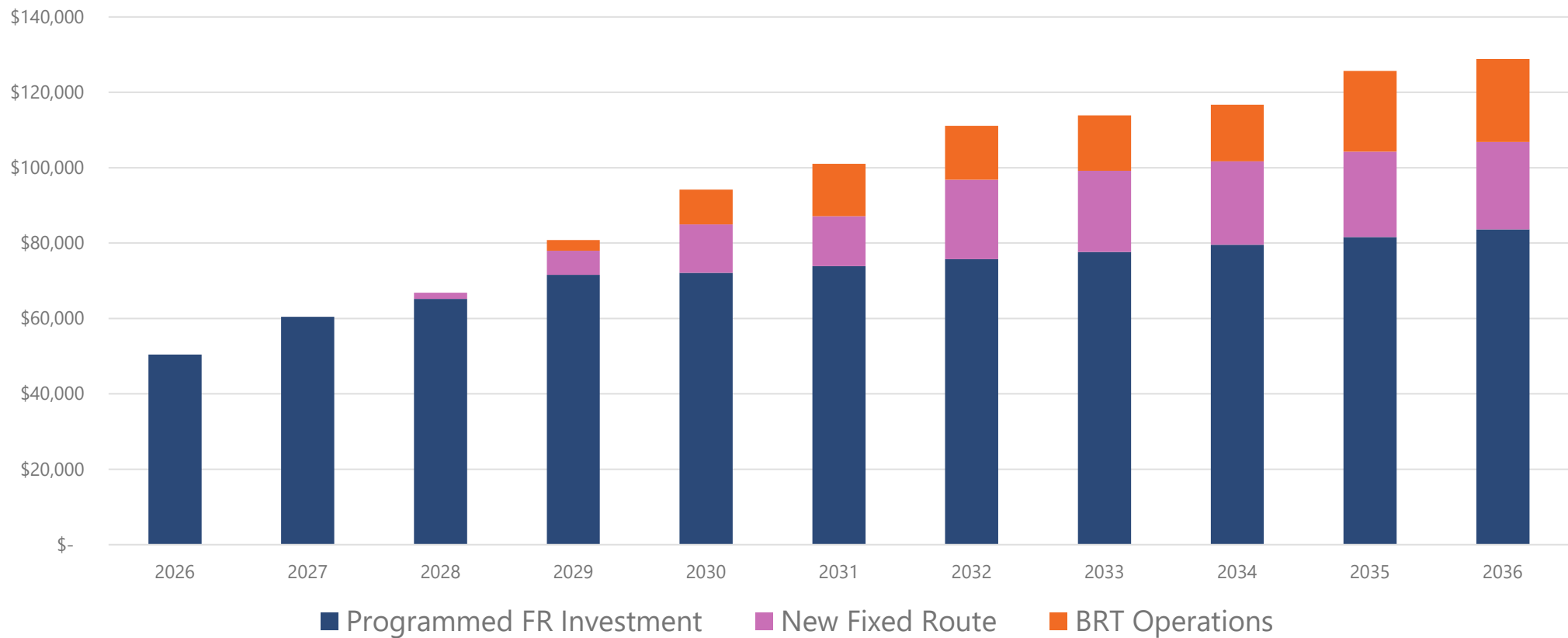


More Community Facilities

- **Invest in Community Transportation Facilities/Hubs (5 hubs at \$6m each)**
- **Increased Investment in Community Funding Area Program (\$40m over 10-years)**
- **Airport Interchange Facility off I-40 (\$50m)**

Increased Investment in Bus Service

Proposed

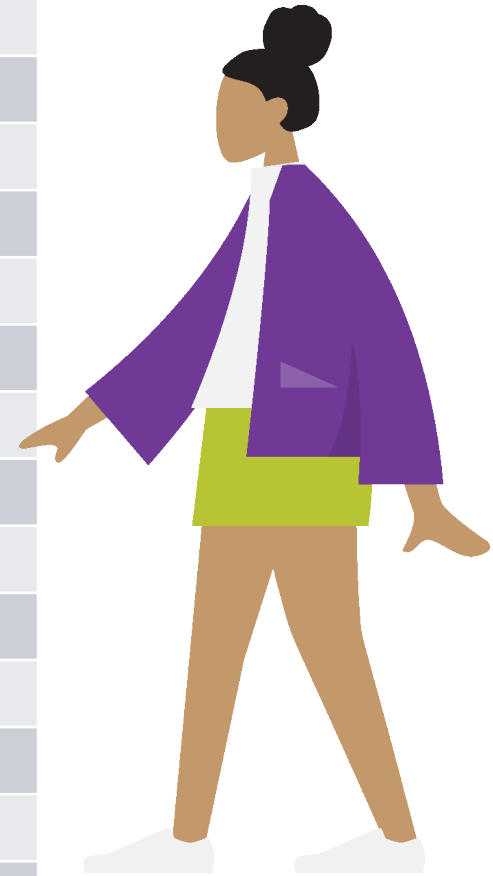


Next Steps



3

| Parter | Event Type | Date | Details |
|---------------|--------------|--------|--|
| Wake Forest | Pop-Up | May 3 | 12- 2 PM Meeting in the Streets in Downtown Wake Forest |
| Apex | Pop-Up | May 3 | 9 – 11 AM PeakFest Downtown Apex |
| Wake Forest | Presentation | May 6 | 6 PM Wake Forest Commissioners Work Session |
| Raleigh | Presentation | May 8 | 3:30 PM Raleigh Transit Authority Meeting |
| Zebulon | Pop-Up | May 9 | 5:30 – 6:30 PM Movie Night at Five County Stadium |
| Cary | Pop-Up | May 10 | 3 PM to 5 PM Ritmo Latino Festival in Downtown Cary |
| Apex | Presentation | May 13 | 6 PM Apex Town Council Meeting |
| NC State | Pop-Up | May 15 | 7:30 to 9 AM NCSU Bike to Work Day Pit Stop |
| Raleigh | Pop-Up | May 15 | 7 to 9 AM GoRaleigh Station |
| Morrisville | Pop-Up | May 17 | 10 AM to 2 PM SpringFest in Downtown Morrisville |
| Rolesville | Presentation | May 20 | 7 PM Rolesville Town Board of Commissioners |
| Knightdale | Presentation | May 21 | 7 PM Knightdale Town Council Meeting |
| Durham | Pop-Up | May 22 | 7 to 9 AM Regional Transit Center |
| Holly Springs | Pop-Up | May 22 | 8 to 10 AM Holly Springs Farmers Market |
| Garner | Presentation | May 27 | 6 PM Garner Town Council Meeting |
| Wendell | Presentation | May 27 | 7 PM Wendell Town Board of Commissioners |
| Garner | Pop-Up | May 31 | 11 AM to 1 PM Southeast Regional Library |



2035 Investment Strategy

Feedback from partners, stakeholders and community members is guiding how nearly \$3 billion will be invested in transit projects and services between FY 2028 and FY 2035.

The materials below show how we are planning to make progress towards each of the Four Big Moves.



Connect the Region

Wake Transit Plan will continue to invest in projects and services that make it easy to travel regionally.

- Investing in the region's rail network by building new stations, improving track and adding train service.
- Building regional BRT services with new connections from Cary to RTP and Garner to Clayton.
- Planning and building a new BRT service on I-40 that will connect Raleigh with RTP.



Connect All Communities

The Wake Transit Plan will improve existing connections between and to Wake County communities.

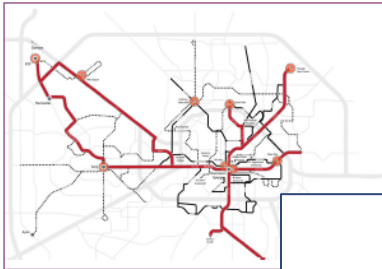
- Expanding local and regional bus services so there is service available all day, every day.
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Frequent and Reliable Urban Mobility

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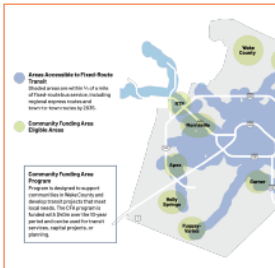
- Expanding the frequent bus network by offering more frequent service in the evening and on weekends.
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Enhance Access to Transit

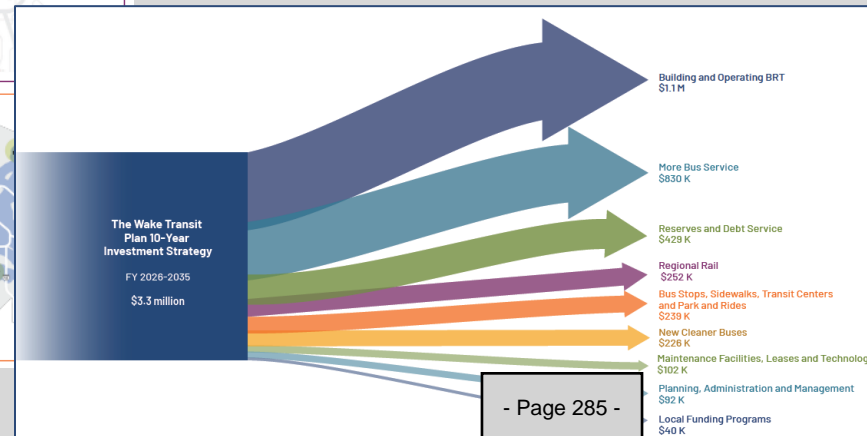
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- Increasing funding for bus stop improvements, sidewalks and crosswalks.
- Doubling funding for the Community Funding Area program to make it easier for Wake County towns to invest in local projects and services.



Encourage your network to review the Investment Strategy and Supplemental Documents and provide comments on the website!

www.publicinput.com/waketransit2035



Finalizing the 10-Year Investment Strategy





Thank you!



2035 Investment Strategy

The Wake Transit Plan is Wake County's 10-year investment strategy.

The goal of the Wake Transit Plan is to improve and expand travel choices for people living in, commuting to and traveling through Wake County. It is organized around the Four Big Moves:



Connect the Region



Connect all Wake
County Communities



Create Frequent, Reliable
Urban Mobility



Enhance Access to
Transit

In the past year, community members have been sharing feedback and ideas about the Wake Transit Plan through surveys, meetings, focus groups, social media campaigns and pop-up events. The result is a clear and consistent priority to serve more people and more places through continued investment in local transit services, countywide connections and regional transit options.

The draft 10-year (2026–2035) transit investment strategy balances these community priorities with the Wake Transit Plan revenue assumptions.

Visit the Wake Transit Plan project page to explore the “now and then” Story Map, to learn more about the specific projects and transit investment goals, and provide feedback.



2035 Investment Strategy



Feedback from partners, stakeholders and community members is guiding how nearly \$3 billion will be invested in transit projects and services between FY 2026 and FY 2035.

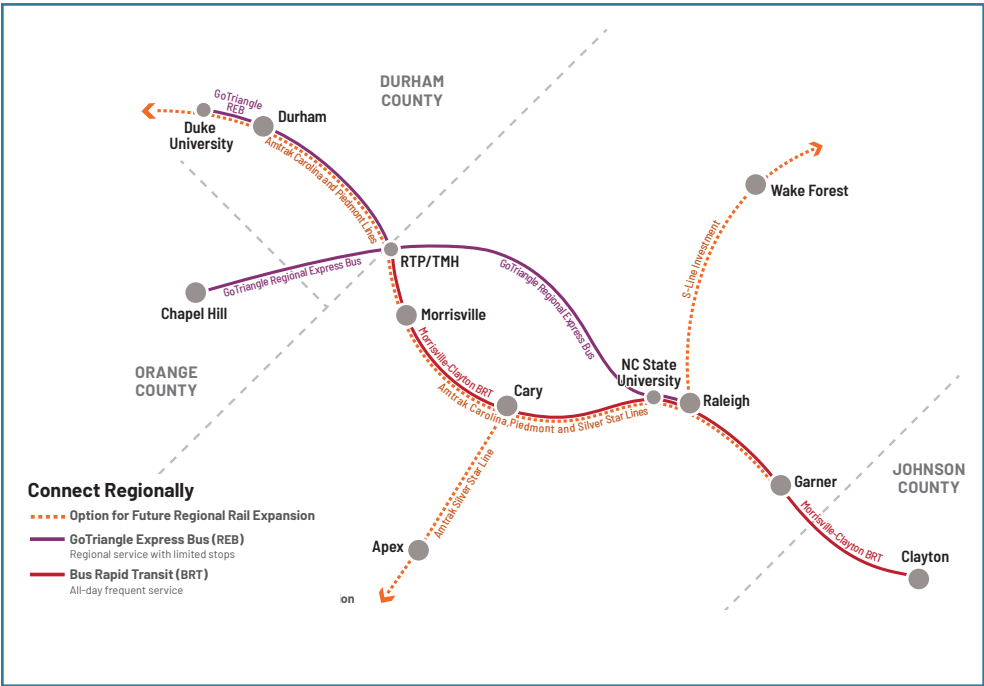
The materials below show how we are planning to make progress towards each of the Four Big Moves.

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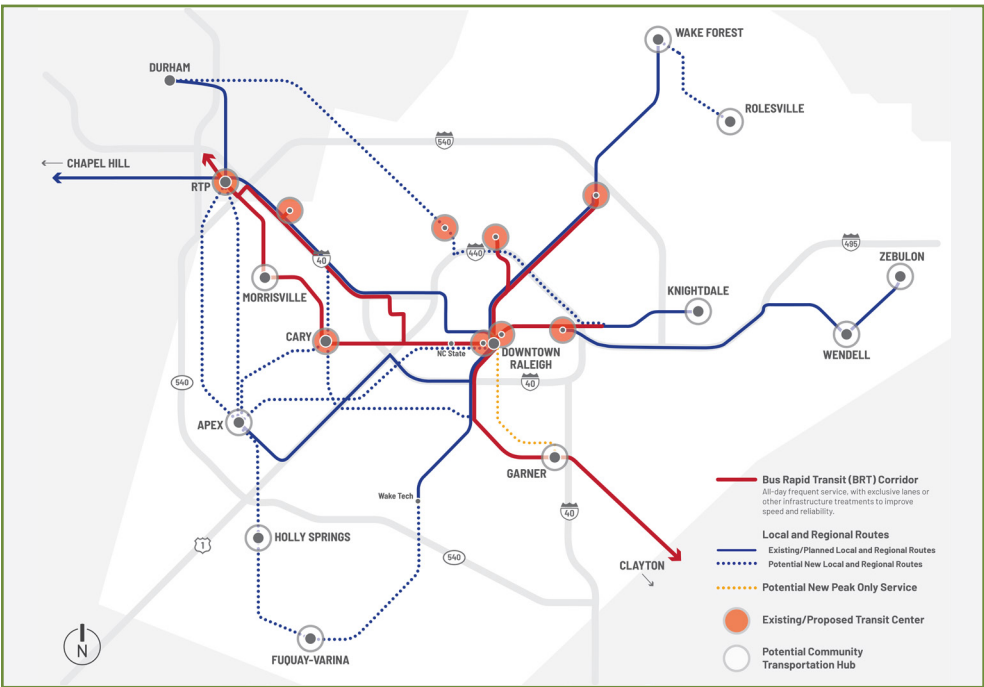


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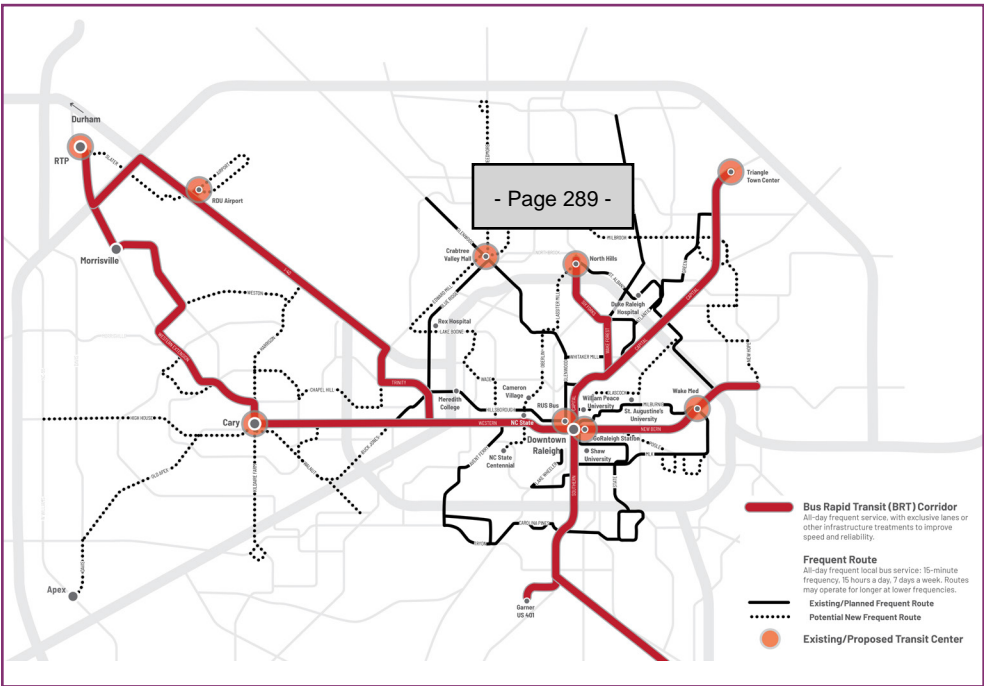


Frequent and Reliable Urban Mobility



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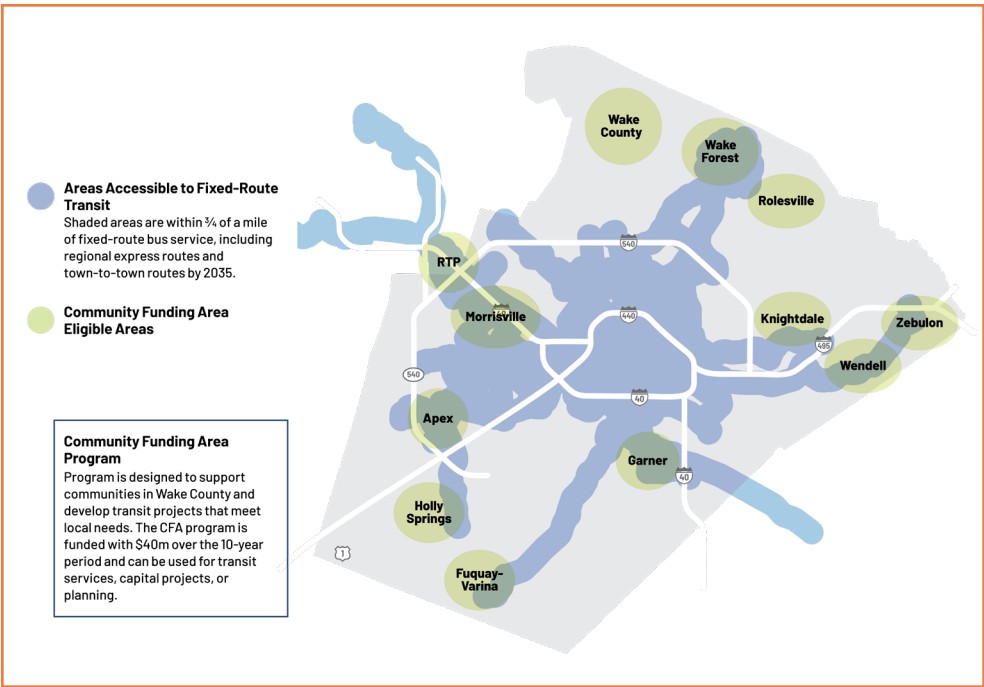


Enhance Access to Transit

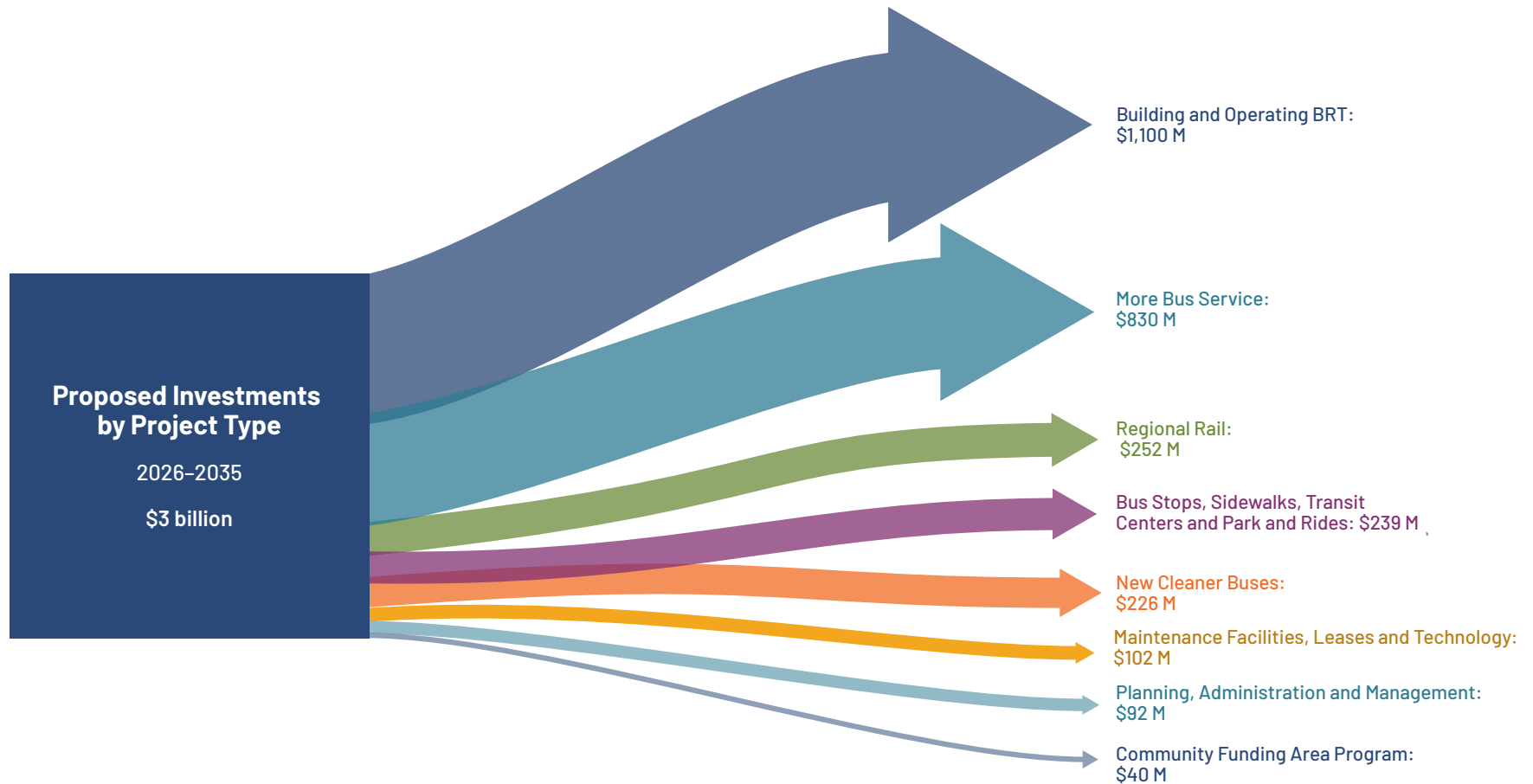


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- Doubling funding for the Community Funding Area program to make it easier for Wake County towns to invest in local projects and services.



The Wake Transit Plan's Next 10 Years: 2026–2035



Stay up to date on Wake Transit news, share your thoughts, and follow our progress.

www.publicinput.com/waketransit2035



| Agenda Item | cover sheet

for consideration by the Apex Town Council

ADDED ITEM

Item Type: PRESENTATION

Meeting Date: May 13, 2025

Item Details

Presenter(s): David Bohm, Executive Director

Department(s): Apex Chamber of Commerce

Requested Motion

Receive as information an update on various initiatives and programs of the Apex Chamber of Commerce.

Approval Recommended?

N/A

Item Details

Apex Chamber of Commerce Executive Director, David Bohm, will provide the governing body and members of the public with an overview of various initiatives and programs offered by the Apex Chamber of Commerce and be available to answer any questions.

Attachments

- PR7-A1: PowerPoint Presentation



Apex Town Council Meeting

May 13, 2025



Apex Chamber of Commerce

Est. September 10, 1958

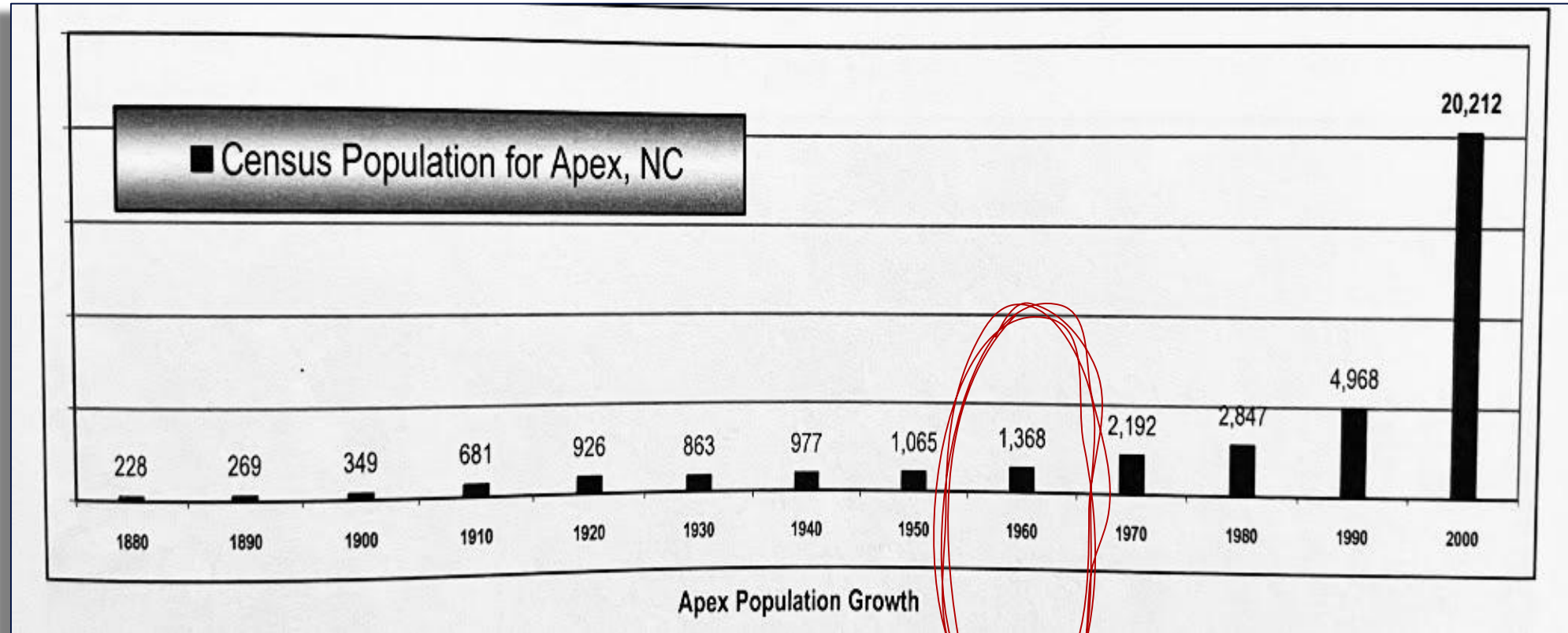


Previous Names of the Chamber

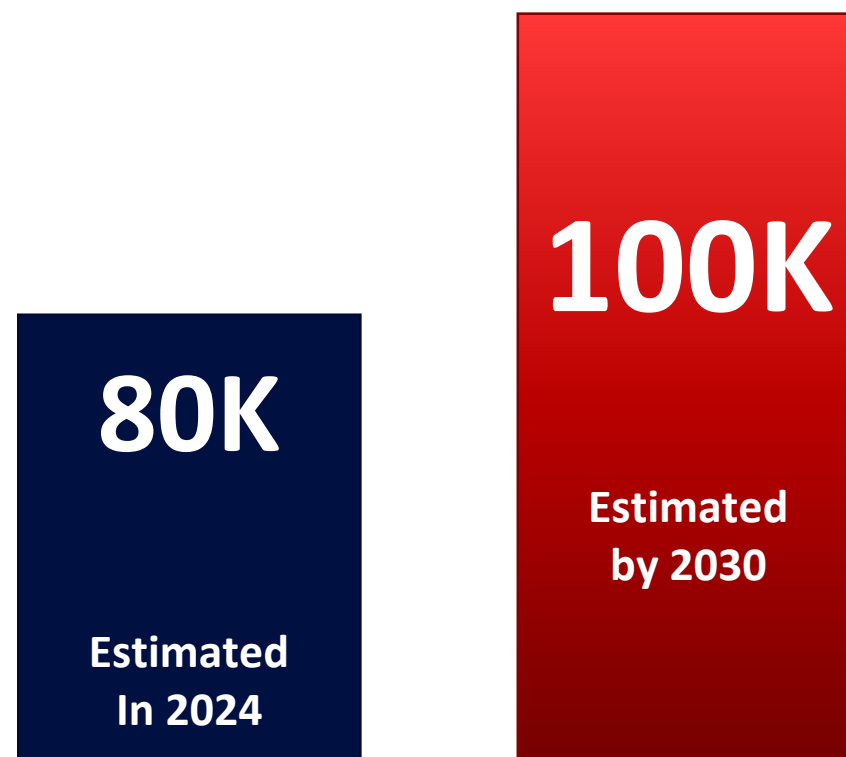
- 1958 | “Apex Chamber of Commerce”
- 1983 | “Apex Area Chamber of Commerce”
- 1987 | “Greater Apex Chamber of Commerce”
- 1996 | “Apex Chamber of Commerce”

Population Growth

BACKGROUND



Population Growth



Apex Chamber of Commerce

Our Mission

**Engage Businesses to Improve
Economic Vitality and Quality of Life
of the Apex Community**

VISION

Apex Chamber of Commerce

Our Vision

**To Create Community by
Building, Connecting and Inspiring Businesses,
One Engaged Leader at a Time.**

Apex Chamber of Commerce

Our Values

Relational (not Transactional)
Trust / Integrity (Constantly)
Essential (FOMO)
Servant Leadership (Others First)
Welcoming (Belonging)

Apex Chamber of Commerce

Our Tagline

Tagline

Building | Connecting | Inspiring

#LetsChamber

Apex Chamber of Commerce

What We Are

- Convenor, Catalyst, Champion for the Business Community
- Organized as 501(c)(6) nonprofit (Trade Association)



Apex Chamber of Commerce

What We Are Not

- Charitable nonprofit 501(c)(3)
- Convention Center
- Visitor Center
- Historical Society
- Museum



BOARD OF DIRECTORS



Sean Hayes



Maria Litzinger



Todd Neal



Karen Atilas



Skeet Woolard



Kelli Bass



Chris Goins



Morgen McVane



Tim Brent



Melissa Ragan



Cheryl Byrne



Jeff Hastings



Bekki Bennett



Louanne Caspar

Volunteer Opportunities

Ambassadors

15
Volunteers

Committees

Community
Outreach

Connections

Govt. Affairs

Connection Circles

She Means
Business

Young
Professionals

Chamber
and Chill



Amy Bishop
Member Engagement
Manager



Kirstie Spivey
Connection
Coordinator



Elka Anstey
Event and Communication
Specialist



Karen Gibbons
Office Administrator



Executive Director
David Bohm

Staff

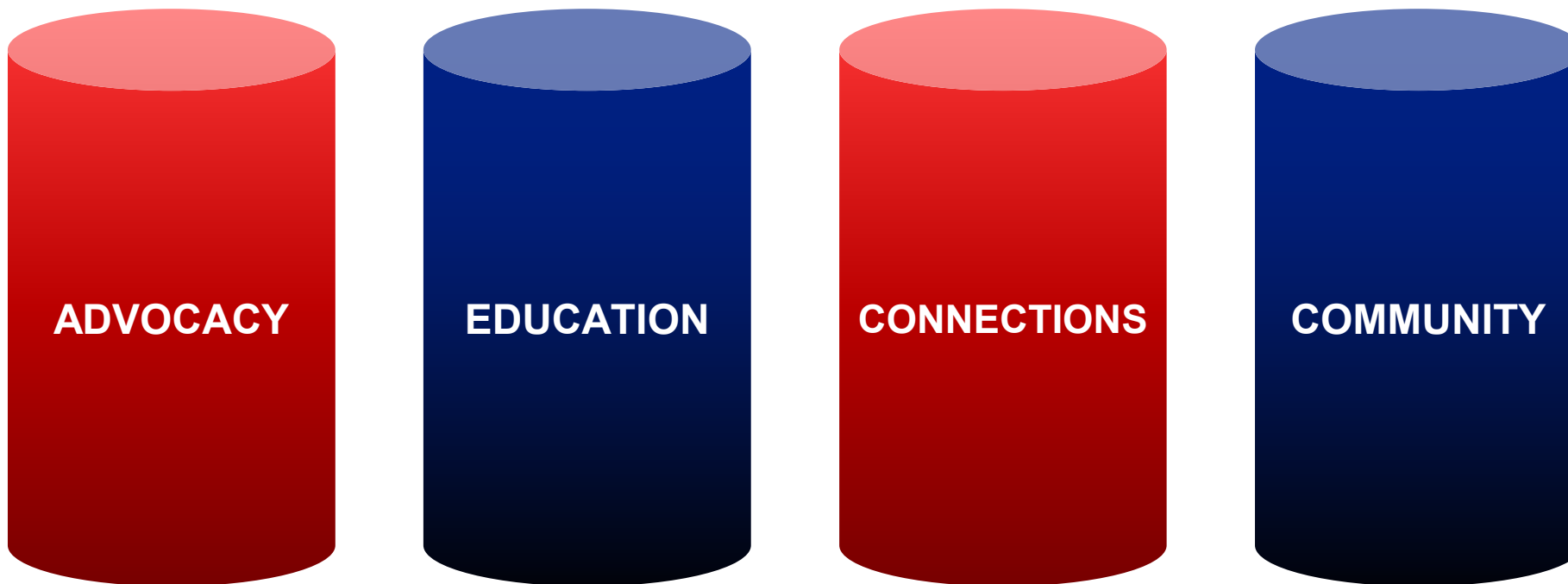
Revenue Resources

1. Voluntary Dues
2. Sponsorships
3. Ticketed Programming

ORGANIZATION CHART

Apex Chamber of Commerce

4 Pillars of Focus



Signature Events and Activities 2025

- Jan. 22 – Economic Forecast
- Feb. 7 – State of the Town
- Mar. 8 – Run the Peak 5/10K
- Apr. 21 – Golf Tournament
- May 15 – Teacher Appreciation
- Jun. 12 – Member Appreciation
- Aug. 15 – Ice Cream Social
- Sept. 4 – TransAmerican Motorcycle Event
- Sept. 18 – First Responders Appreciation
- Sept – Pickleball Tournament
- Oct. 1 – Chat with the Chief
- Oct. 16 – Annual Meeting
- Oct. – Town Council Candidates Forum
- Nov. 6 – Women’s Leadership Forum
- AM / PM Monthly Networking

**Ribbon
Cuttings
28 this year
(13 last year)**

How Can You Get Involved?

1. **Sign Up, Show Up, Follow Up**
2. **Soak Up – Learn from Others**
3. **Speak Up – Share with Others**
4. **Team Up – Collaborate with Others**

Teaming Up



Thank you!



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: May 13, 2025

Item Details

Presenter(s): Will Letchworth, P.E., Vice President of Transportation
Shannon Cox, Long Range Planning Manager

Department(s): McAdams
Planning

Requested Motion

Possible motion to accept the Apex S-Line Mobility Hub Plan.

Approval Recommended?

Planning staff recommend acceptance of the Apex S-Line Mobility Hub Plan.

The Planning Board unanimously recommended acceptance of the Apex S-Line Mobility Hub Plan at their April 14, 2025 meeting.

Item Details

In 2024, the North Carolina Department of Transportation (NCDOT), in partnership with the Town of Apex, commissioned the Apex S-Line Mobility Hub Plan to examine potential locations for a mobility hub within the Town that could feasibly serve as a future passenger rail station. This plan details the process and findings of that feasibility study, building heavily on previous planning efforts related to the S-Line rail corridor, which runs through Downtown Apex. The plan includes a recommended location, amenities and features, phasing, and planning-level cost estimates.

Attachments

- NB1-A1: Staff report - Apex S-Line Mobility Hub Plan Acceptance
- NB1-A2: Planning Board report to Town Council - Apex S-Line Mobility Hub Plan Acceptance
- NB1-A3: The draft plan is available for viewing at: www.publicinput.com/ApexHub



STAFF REPORT

Apex S-Line Mobility Hub Plan

May 13, 2025 Town Council Meeting



In 2024, the North Carolina Department of Transportation (NCDOT), in partnership with the Town of Apex, commissioned the Apex S-Line Mobility Hub Plan (Mobility Hub Plan) to examine potential locations for a mobility hub within the Town that could feasibly serve as a future passenger rail station. This report details the process and findings of that feasibility study, building heavily on previous planning efforts related to the S-Line rail corridor, which runs through Downtown Apex.

The Planning Board will hear an overview of the Mobility Hub Plan and formulate a recommendation to Town Council regarding acceptance of the work. Note, this is not an adopted Town of Apex plan and, therefore, a public hearing will not be held at this time. If the plan is accepted, an amendment to the Town's Transit Plan map reflecting the proposed mobility hub location will be considered at a later date and a public hearing will be held. The Mobility Hub Plan is available on the project website at: www.publicinput.com/ApexHub.

Overview

A mobility hub is a place that brings people together using bikes, cars, transit, and other ways for people to get where they want to go without a private vehicle. It supports connections between regional and local transportation networks. Mobility hubs can transform a transit stop into a destination, providing amenities that serve both transit and the community itself. The S-Line Mobility Hub is intended to be located and designed so that it could feasibly serve passenger rail in the future, but also have utility prior to the availability of passenger rail in Apex.

Passenger rail service is not currently funded for the Town of Apex. Given the Town's growth, the development of Downtown Apex, and the various transportation projects and services being planned and funded in and around downtown Apex; it is important for the Town to develop some specificity around the location and potential design of a mobility hub now, so that the Town can advance the concept through funding requests, grant applications, and coordination with potential future developments and infrastructure investments.

Process

The intentions of the planning process were to:

- Understand the existing and planned future conditions that would affect the location and design of a mobility hub.
- Work with the Town and public to identify the types of mobility hub services and amenities that would best serve the Town.
- Identify a potential location for a mobility hub.
- Develop environmental information consistent with a Documented Categorical Exclusion and Class of Action Checklist relative to the selected location.
- Develop potential mobility hub concepts and document specific design elements relative to the potential mobility hub location.
- Determine a cost estimate and potential funding opportunities for future implementation.

The Apex S-Line Mobility Hub Plan commenced in May of 2024 with a review of existing and in-development planning documents, GIS data, demographic data, and infrastructure projects. In August of 2024 the study team held a first round of public engagement to present the understanding of existing and planned future conditions and to solicit feedback on desired mobility hub elements. After this engagement period the team identified six potential mobility hub locations within the study area, documented conditions specific to each location, and



evaluated each location with respect to a variety of criteria. Based on this evaluation, the study team and the Town selected a preferred mobility hub location. In January 2025, the study team met with property owners that were immediately adjacent to the preferred location to gather their feedback and concerns. After this meeting, the study team developed a series of phased concepts and presented these to the public at an open house in February of 2025. The study team developed cost estimates, potential funding strategies, and the plan report. The study team presented to Town Council in a work session in March, the Town of Apex Planning Board in April, and will present to the Town Council for acceptance in May of 2025.

Mobility Hub Alternatives

To identify potential mobility hub locations, the Project Team evaluated parcel data along the rail corridor and identified groups of parcels (sites) that could potentially be viable for a mobility hub. Factors considered include:

- Ability to accommodate the rail design criteria provided by NCDOT
- Proximity to existing or future planned transit lines
- Proximity to existing or future planned multimodal infrastructure
- Proximity to key community assets such as the Town Hall Campus and Downtown
- Avoidance of parcels included in the National Register Historic District
- Avoidance of parcels with known or potential significant environmental issues
- Parcels that have the potential for development or redevelopment

Based on these criteria, the study team identified six potential candidate locations for a mobility hub, shown in Figure 1:

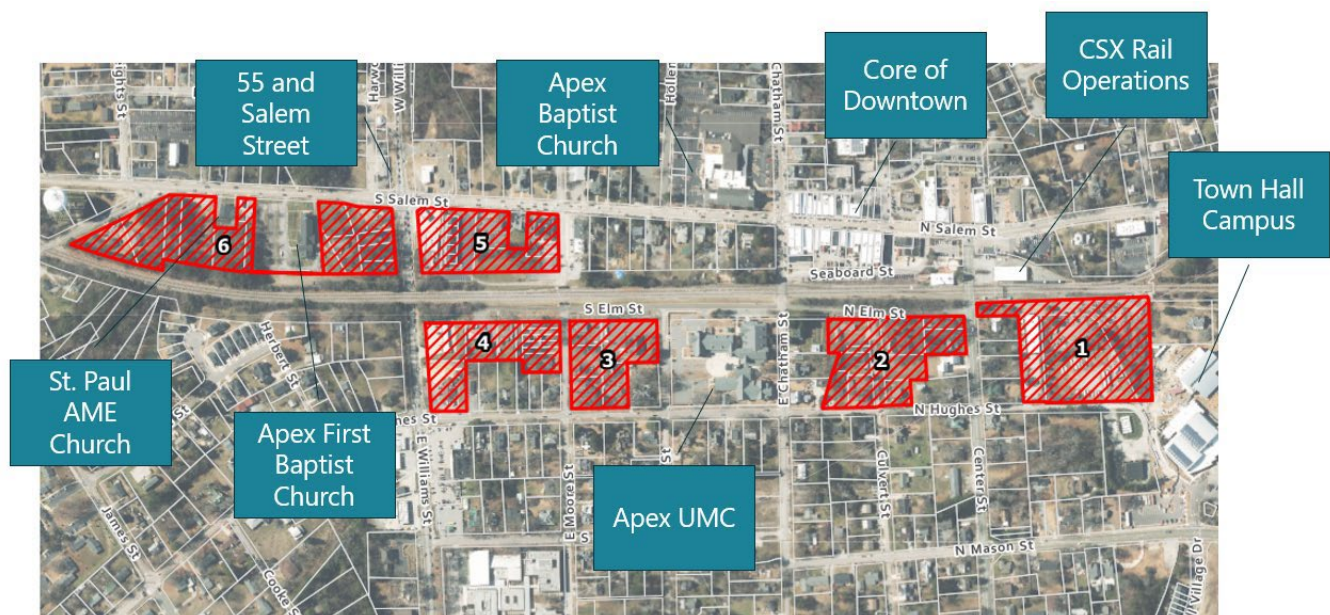


Figure 1. Potential Mobility Hub Locations

Evaluation and Preferred Site

The study team identified six (6) site selection criteria that align with the project goals, feedback from Town staff and the public, and mobility hub best practices and implementation constraints.

STAFF REPORT

Apex S-Line Mobility Hub Plan

May 13, 2025 Town Council Meeting



1. **Rail Considerations:** Considers the platform and rail infrastructure (tracks, signals, sidings etc.) necessary to implement a mobility hub at this location and the existing rail infrastructure that would be impacted by a passenger rail station, particularly the preferred platform dimensions. Note that for all sites, further coordination with CSX would be necessary to finalize these considerations.
2. **Crossing Impacts:** Considers the roadways that would be closed during boarding and alighting.
3. **Transportation Connectivity:** Considers the existing and planned future bus, roadway, bicycle, and sidewalk connectivity to the mobility hub site and the ability of users to connect locally and regionally.
4. **Community Connectivity:** Considers proximity and connectivity to the surrounding community including the downtown core, Town Hall campus, and surrounding residential areas.
5. **Future Development Considerations:** Considers the suitability for development of the mobility hub site and surrounding parcels.
6. **NEPA Considerations:** Considers potential impacts to human and natural environment resources, such as threatened species or contributing historical structures.

Each of the six sites was evaluated relative to these criteria and given a high/medium/low ranking. After scoring the different sites using the evaluation criteria detailed above, Site #5: Between Williams Street and Moore Street, West of Tracks evolved into the selected site. Site #5 is consistent with the Downtown Plan, provides direct connectivity to the current downtown core, is connected via pedestrian infrastructure, and would easily integrate with the transit network and service. This site also currently contains an undeveloped parcel, that is located directly adjacent to the CSX railroad right-of-way and the Town's existing parking lot. This parcel is accessible via Moore Street and is immediately adjacent to office and retail uses.

Concept Plans and Costs

After selection of the site, the study team developed detailed concepts for a mobility hub, building on the desired amenities expressed by the public, currently planned transportation facilities adjacent to the site, and the rail operators' criteria summarized by NCDOT.

Due to the uncertain timing of passenger rail service the study team recommends that the construction of the mobility hub be phased, focusing first on elements that supported pedestrian, bicycle, and transit elements, but constructed in a manner that would allow for later construction of the elements necessary to accommodate passenger rail service. This approach also allows for the spreading of capital expenditure over time and allows for flexibility in development of the mobility hub in concert with development of surrounding parcels, which are likely to occur prior to the implementation of passenger rail service. These phases are:

- **Phase 1 – Prior to passenger rail service.** This phase includes improvements to the existing parking lot in the railroad right-of-way and to the existing transit stop along Salem Street, pedestrian improvements along Moore Street, bicycle parking, wayfinding, lighting, a secured restroom for bus operators that could also be opened for special events, and possible EV chargers. During the interim of pending rail service, and with private development coordination through Apex Professional Center, a potential bus layover could be facilitated during Phase 1 along with bus stops internal to the site. This allows the site to serve mobility needs in the short term while establishing the parameters for expanded mobility services.
- **Phase 2 – With passenger rail service.** This phase includes the rail platform on the east side of the railroad tracks (to be confirmed with CSX in the future), additional security measures, café, information/ticketing office, elevated pedestrian crossing of the railroad to access the rail platform, bus



stop internal to site, and connection to adjacent professional office development to allow for bus circulation.

- Phase 3 – Increases regional pedestrian connectivity by providing a pedestrian structure over Williams Street and a multi-use path connection to the mobility hub. The pedestrian connection is consistent with the S-Line TOD Study recommendations and could connect to the planned bicycle and pedestrian network on the south side of East Williams Street.
- Phase 4 – Extension of Phase 3 but integrated within undetermined future redevelopment of the block as bounded by S. Salem Street, E. Moore Street, S. Elm Street, and S. Williams Street

The table below shows the high-level cost estimate for each identified phase. No cost estimate is included for Phase 4 as there are no planned publicly funded mobility hub changes for that phase.

Table 1. Mobility Hub Cost Estimates by Proposed Phase

| Phase Details ⁵ | Cost Estimate |
|----------------------------|---------------|
| Phase 1 Total | \$ 1,145,000 |
| Phase 2 Total | \$ 8,040,000 |
| Phase 3 Total | \$ 4,270,000 |
| | |
| Total Cost | \$ 13,455,000 |

The report concludes with recommendations of possible sources for funding future design phases and construction of the mobility hub.

Planning Board recommendation:

The Planning Board unanimously recommended acceptance of the Apex S-Line Mobility Hub Plan at their April 14, 2025 meeting.

Planning staff recommendation:

Planning staff recommend that the Town Council accept the Apex S-Line Mobility Hub Plan.

PLANNING BOARD REPORT TO TOWN COUNCIL

Long Range Plan Amendments

Planning Board Meeting Date: April 14, 2025



Long range plan(s) proposed to be amended:

No long range plan amendments are proposed at this time. Recommendation is for the acceptance of the Apex S-Line Mobility Hub Plan.

Description of the proposed amendment(s):

None at this time.

Planning Board recommendation:

Motion: Accept the Apex S-Line Mobility Hub Plan.

Introduced by Planning Board member: Keith Braswell

Seconded by Planning Board member: Jeff Hastings

☐ Approval of the proposed amendment(s) as presented

☐ Approval of the proposed amendment(s) with the following conditions or changes:

☐ Denial of the proposed amendment(s)

With 7 Planning Board member(s) voting "aye"

With 0 Planning Board member(s) voting "no"

Reason(s) for dissenting votes:

This report reflects the recommendation of the Planning Board, this the 14th day of April 2025.

Attest:


Tina Sherman, Planning Board Chair

Dianne Khin

Digitally signed by Dianne Khin
Date: 2025.04.14 17:18:28
-04'00'

Dianne Khin, Planning Director

| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: May 13, 2025

Item Details

Presenter(s): Allen Coleman, Town Clerk

Department(s): Town Clerk's Office

Requested Motion

Receive as information an update on the resident advisory board ordinance amendments and the administrative policy.

Approval Recommended?

N/A

Item Details

At the December 17, 2024, Town Council Work Session, the Mayor and Town Council discussed the roles and responsibilities of resident advisory boards and provided general direction for next steps. The purpose of this agenda item is to provide an overview of that process, review the proposed Town Code of Ordinances Amendments, and provide direction on several outstanding pieces within the Resident Administrative Policy. Pending Council direction, both the ordinance amendments and the administrative policy will be presented for adoption, under consent, on May 27, 2025.

Attachments

- NB2-A1: DRAFT Ordinance Amendments - Various Section of the Town Code (**to be provided under separate cover**)
- NB2-A2: DRAFT Resident Advisory Board Administrative Policy (**to be provided under separate cover**)



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Steve Adams, Real Estate and Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Steve Adams, Real Estate and Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Joanna Helms, Director

Department(s): Economic Development

Requested Motion

Motion to enter into closed session pursuant to NCGS 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries.

Approval Recommended?

Yes

Item Details

NCGS § 143-318.11(a)(4)

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

Attachments

- N/A



| Agenda Item | cover sheet

for consideration by the Apex Town Council

ADDED ITEM

Item Type: CLOSED SESSION

Meeting Date: May 13, 2025

Item Details

Presenter(s): Steve Adams, Real Estate and Utilities Acquisition Specialist

Department(s): Transportation and Infrastructure Development

Requested Motion

Possible motion to enter into closed session pursuant to NCGS § 143-318.11(a)(5) to discuss matters related to acquisition of real property.

Approval Recommended?

N/A

Item Details

NCGS § 143-318.11(a)(5)

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

Attachments

- N/A

